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, August 22, 2024 12:00 PM	Special	District Office Board Room, 1555 SW 35th Street, 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 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/UC9Jtpte5dmilZl9kySBJbVQ?
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

Corvallis
SCHOOL DISTRICT

Thursday, August 22, 2024
12:00 PM

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

Meeting Details: Thursday, August 22, 2024, 12:00 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/UC9Jtpte5dmilZI9kySBJbVQ? A recording of the meeting will also be posted to that channel.

I. CALL TO ORDER AND ROLL CALL (12:00 p.m.)*

II. WELCOME, INTRODUCTIONS, AND GROUNDING

III. YOUTH TRUTH

YouthTruth

LISTEN. LEARN. IMPROVE.

Corvallis School District – YouthTruth Workshop

with Jimmy Simpson, Jr.

August 22, 2024

Corvallis School District Oregon

Corvallis
SCHOOL DISTRICT

Today's Agenda

- Welcome, Introductions, and Grounding
- YouthTruth: Background, 2023-24 Data, and Discussion
- Break
- Amplifying Student Voice – Other Tools and Strategies
- Using Data and Anticipated Outcomes
- Next Steps with Data and Student Voice
- Closing & Reflection

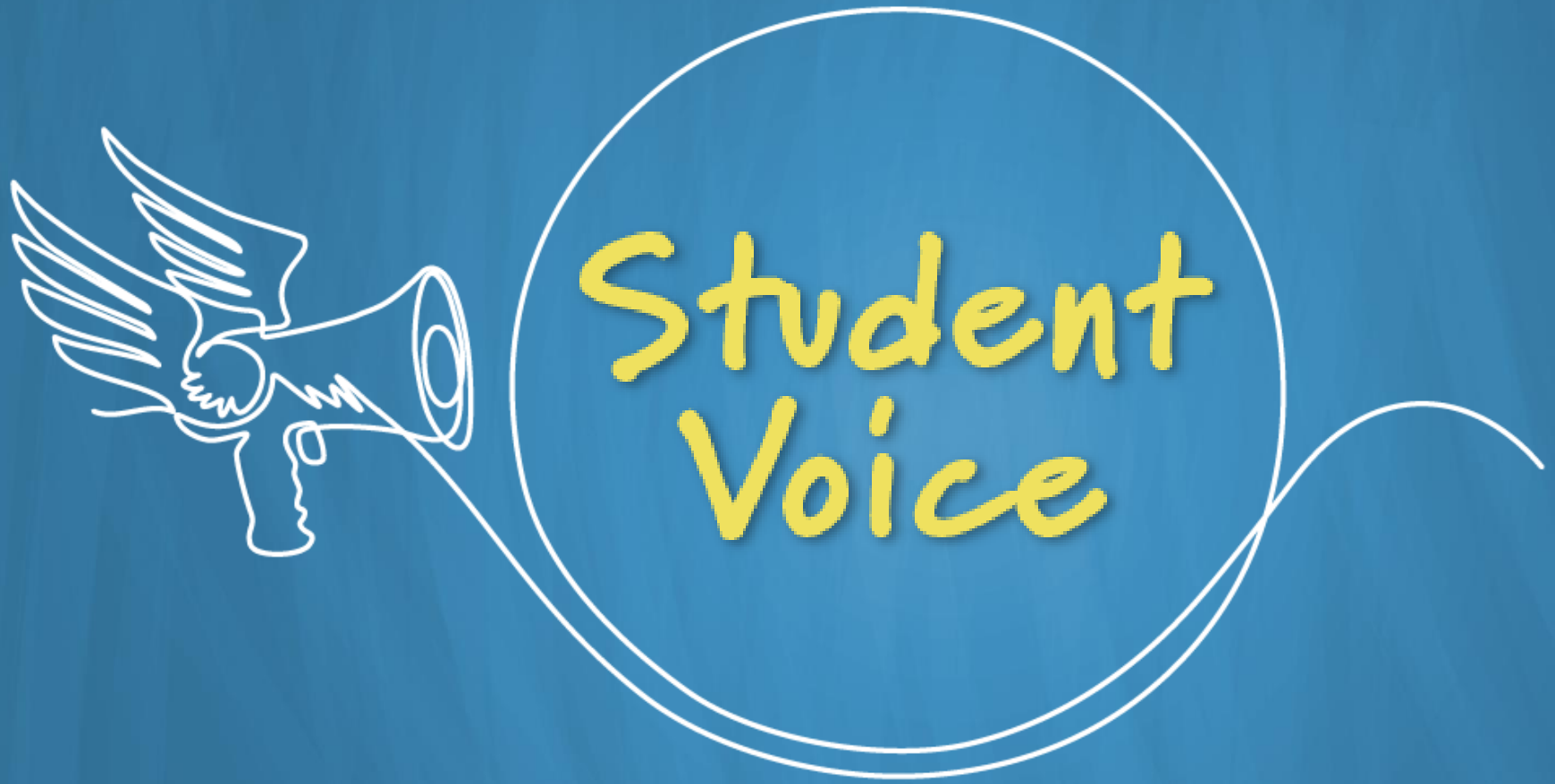
YouthTruth and Corvallis School District Workshop "Norms"

- Put students first
- Focus on goals
- Trust the process
- Listen actively
- "I" statements
- Stay engaged
- Look for learning
- Affirmation vs. Information



TUNE UP: WHY LISTEN?

Why do student perceptions matter?


Student
Voice



LISTEN

to the **perception** of your schools
and put it in context.

I feel like I belong here.



YT

YouthTruthSurvey.org

The stuff I'm learning doesn't help me in real life.



My teachers help me do my best.



YT

YouthTruthSurvey.org



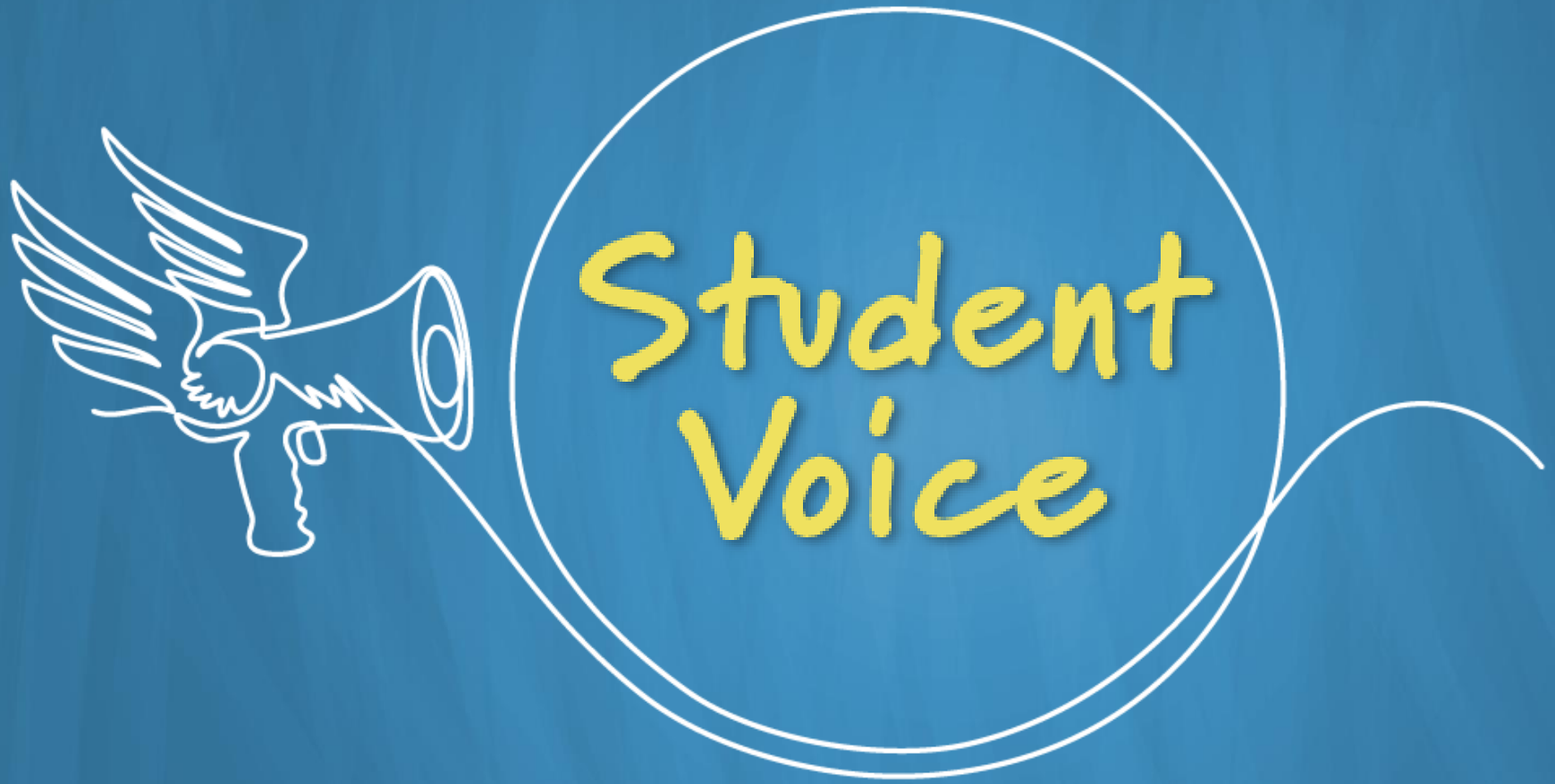
COMPARE

how individual **schools line** with district, other school types, and national benchmarks.



INVESTIGATE

how different groups of students
experience your schools differently.


Student
Voice

We believe, and research shows, that **student and community voice matters.**

YOUTHTRUTH SCALES

Academic Challenge
Culture
Engagement
Relationship
Belonging and Peer Collaboration
College and Career Readiness

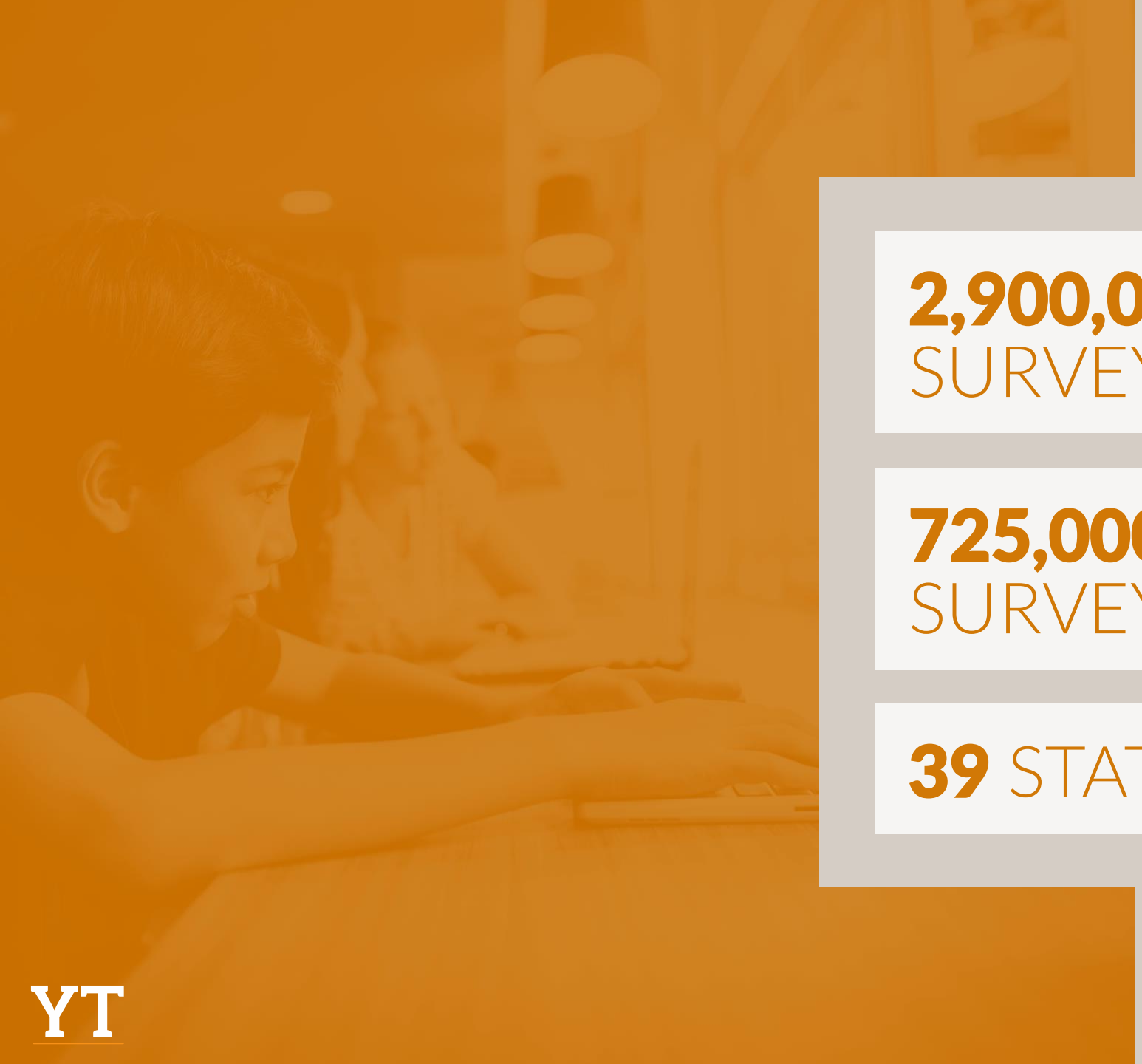
OUTCOMES

Academic outcomes

Reading proficiency
Math proficiency
Ninth-grade retention

Behavioral outcomes

Chronic absenteeism
Suspensions



2,900,000+ STUDENT SURVEYS ADMINISTERED

725,000+ STAFF & FAMILY SURVEYS ADMINISTERED

39 STATES

YT

YouthTruthSurvey.org



Warm-Up with Data

Imagine you are back in high school…

I really feel like part of my school's community.

1. Strongly Disagree
2. Disagree
3. Neither Agree nor Disagree
4. Agree
5. Strongly Agree

Imagine you are back in high school…

I really feel like part of my school's community.

- Corvallis MS Students: 46%
- Oregon MS Students: 48%
- YouthTruth MS Students: 47%

- Corvallis HS Students: 39%
- Oregon HS Students: 39%
- YouthTruth HS Students: 44%

Imagine you are back in middle school…

Adults in my school respect people from different backgrounds (for example, people of different races, ethnicities, and genders).

1. Strongly Disagree
2. Disagree
3. Neither Agree nor Disagree
4. Agree
5. Strongly Agree

Imagine you are back in elementary school…

Adults in my school respect people from different backgrounds (for example, people of different races, ethnicities, and genders).

- Corvallis ES Students: 69%
- Oregon ES Students: 66%
- YouthTruth ES Students: 59%

- Corvallis MS Students: 75%
- Oregon MS Students: 73%
- YouthTruth MS Students: 71%

- Corvallis HS Students: 75%
- Oregon HS Students: 70%
- YouthTruth HS Students: 71%

Imagine you are back in elementary school…

Most students are friendly to me.

1. Strongly Disagree
2. Disagree
3. Neither Agree nor Disagree
4. Agree
5. Strongly Agree

Imagine you are back in middle school…

Most students are friendly to me.

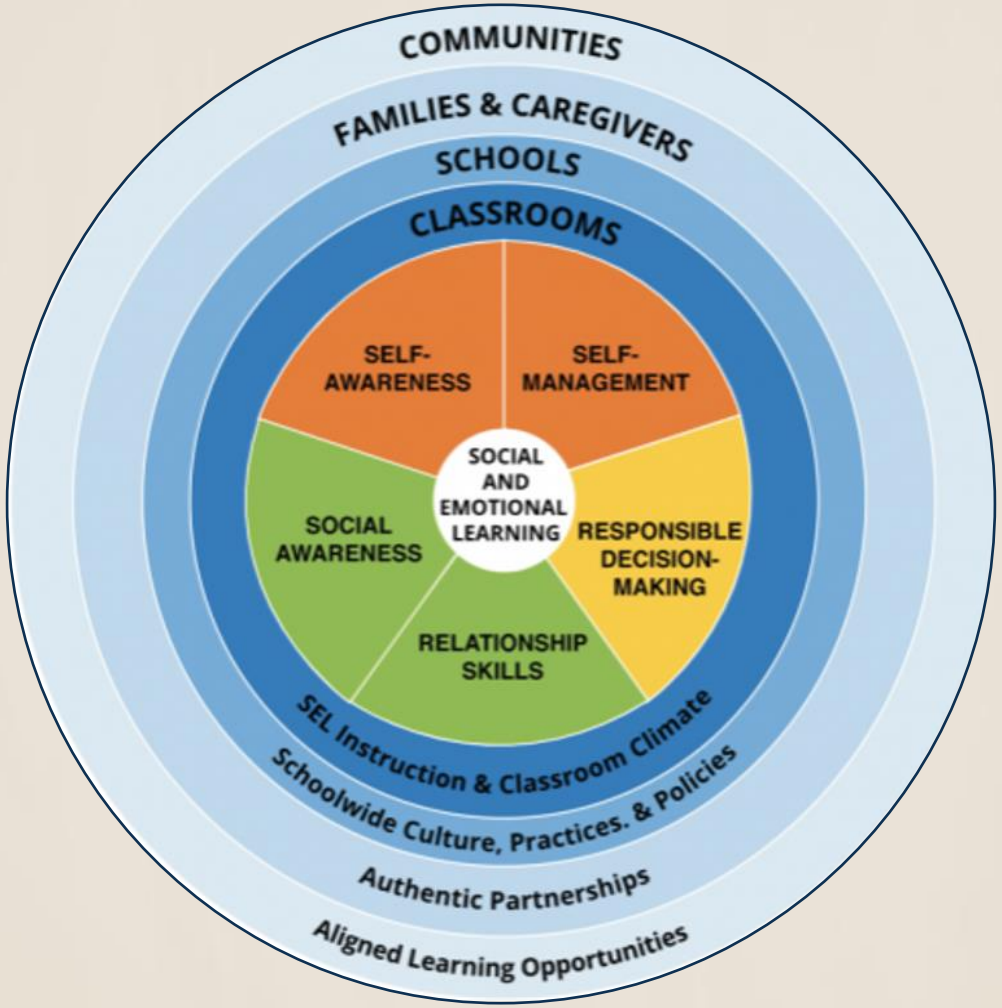
- Corvallis ES Students: 49%
- Oregon ES Students: 47%
- YouthTruth ES Students: 47%

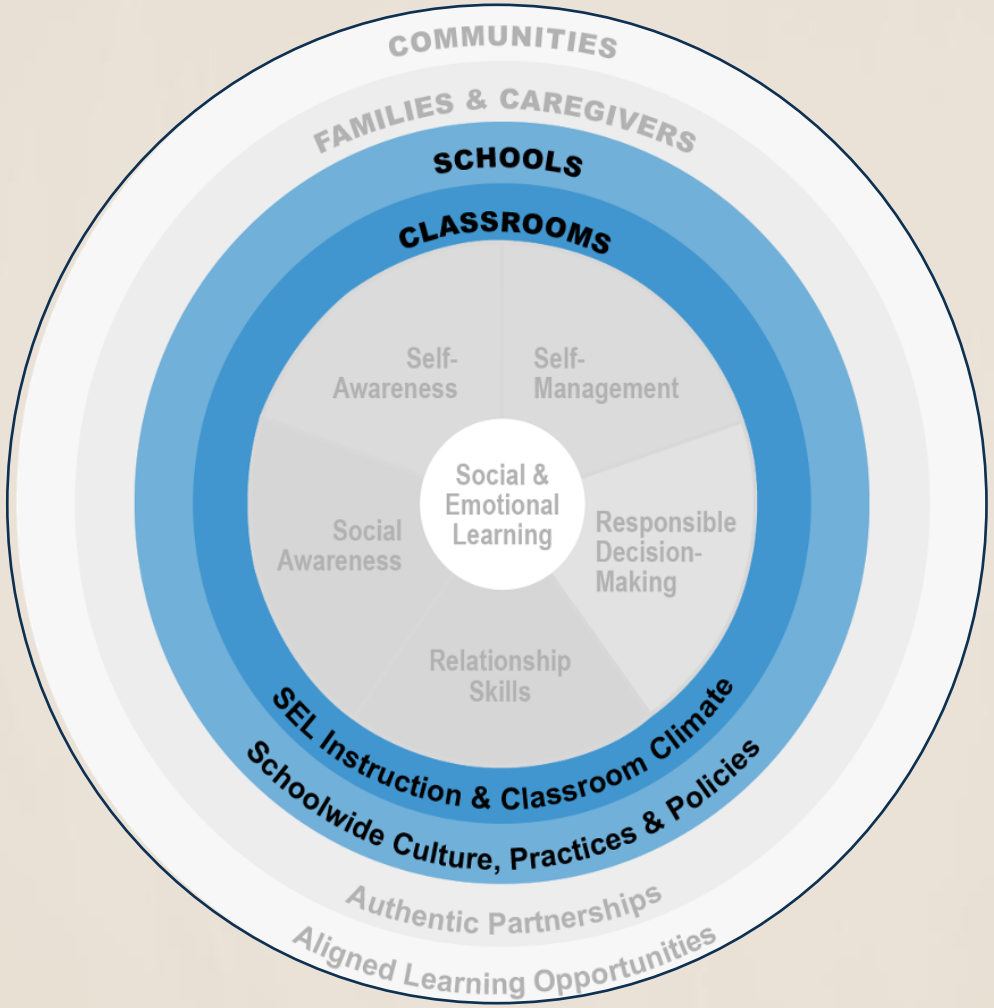
- Corvallis MS Students: 59%
- Oregon MS Students: 57%
- YouthTruth MS Students: 60%

- Corvallis HS Students: 67%
- Oregon HS Students: 57%
- YouthTruth HS Students: 62%



Guiding Frameworks


COMMUNITIES
FAMILIES & CAREGIVERS
SCHOOLS
CLASSROOMS
SELF-AWARENESS
SELF-MANAGEMENT
SOCIAL AND EMOTIONAL LEARNING
SOCIAL AWARENESS
RESPONSIBLE DECISION-MAKING
RELATIONSHIP SKILLS
SEL Instruction & Classroom Climate
Schoolwide Culture, Practices, & Policies
Authentic Partnerships
Aligned Learning Opportunities


COMMUNITIES
FAMILIES & CAREGIVERS
SCHOOLS
CLASSROOMS
Self-Awareness
Self-Management
Social & Emotional Learning
Social Awareness
Responsible Decision-Making
Relationship Skills
SEL Instruction & Classroom Climate
Schoolwide Culture, Practices & Policies
Authentic Partnerships
Aligned Learning Opportunities

THE GROUNDWATER APPROACH

REI, racialequityinstitute, LLC



Artwork by Jojo Karlin (jojokarlin.com)

Mindset Check

Defensive D

Dismissive D

Dejected D

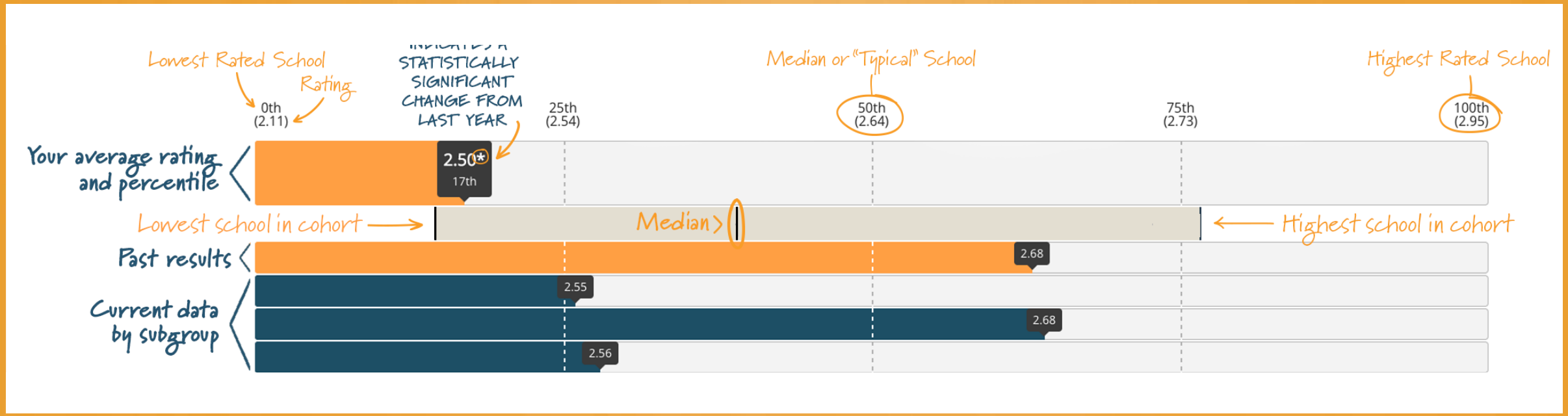
Downplay the negative D

THE 4D'S



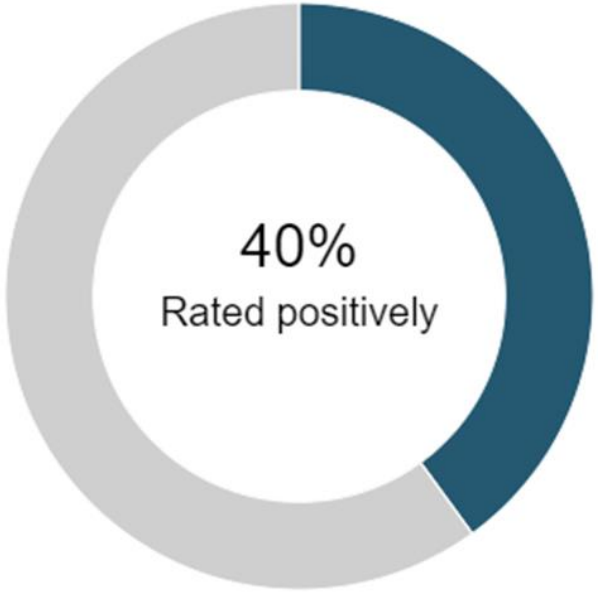
Chart reading practice

Chart reading practice



Elementary School Student Data

Do students from your class treat the teacher with respect?

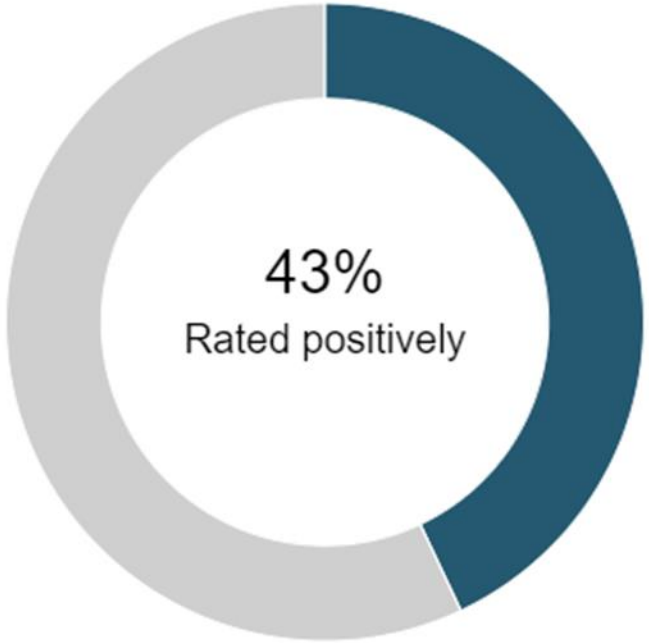


School district 2024: 40%
School district 2023: 36%
School district 2022: 40%

Typical YouthTruth School: 39%
Typical OR School: 40%

Middle and High School Student Data

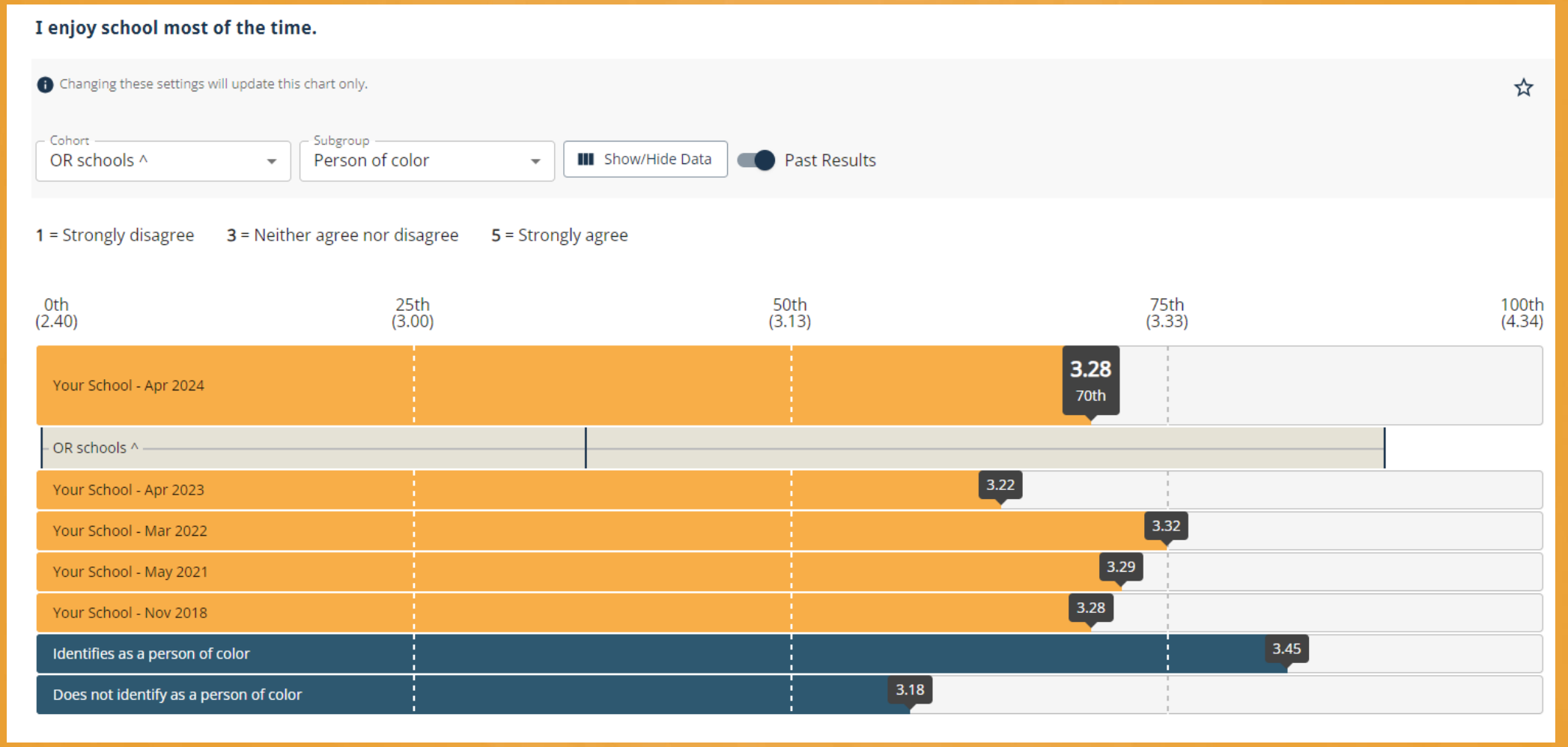
I enjoy school most of the time.



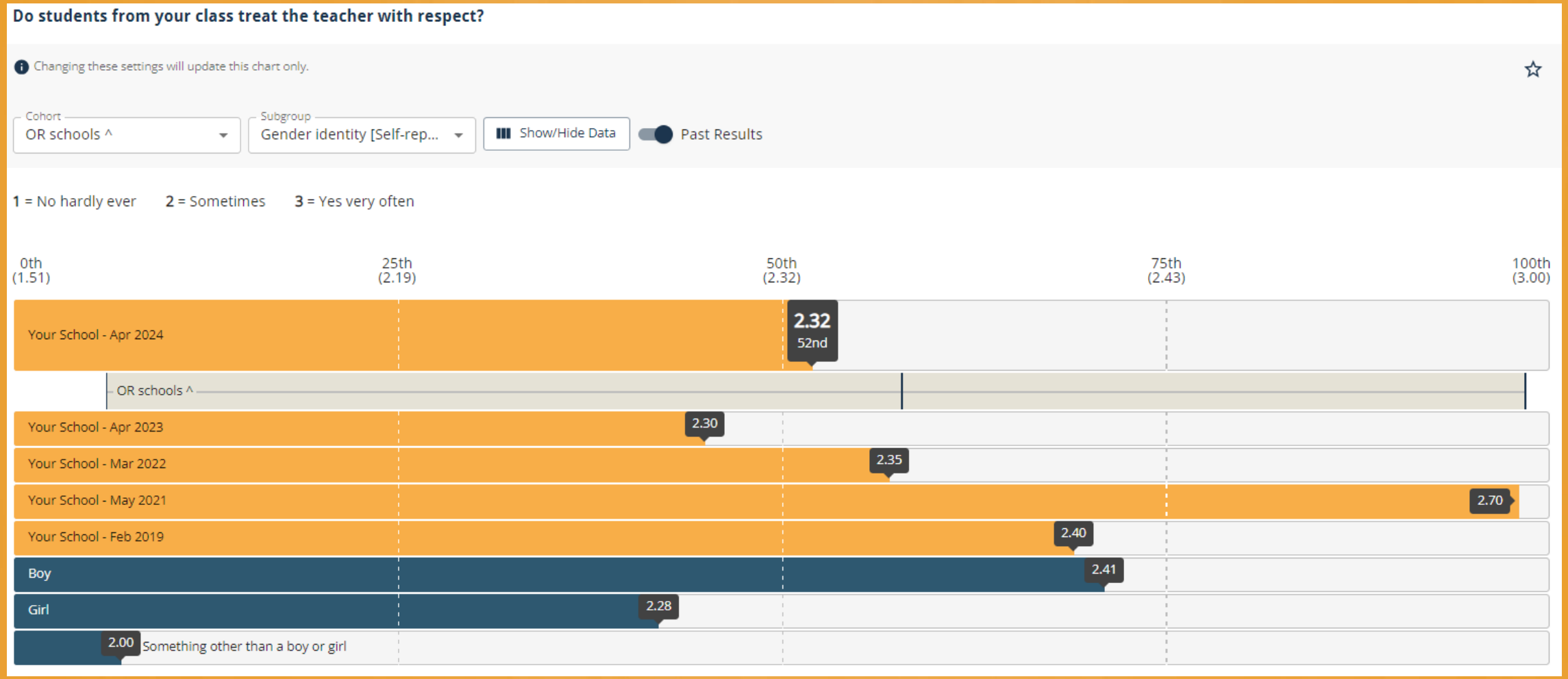
School district 2024: 43%
School district 2023: 42%
School district 2022: 50%

Typical YouthTruth School: 43%
Typical OR School: 37%

Middle and High School Student Data



Elementary School Student Data



Overview of YouthTruth April 2024 Results

Who did we hear from? (April 2024)



4,042 STUDENTS
83% Response Rate

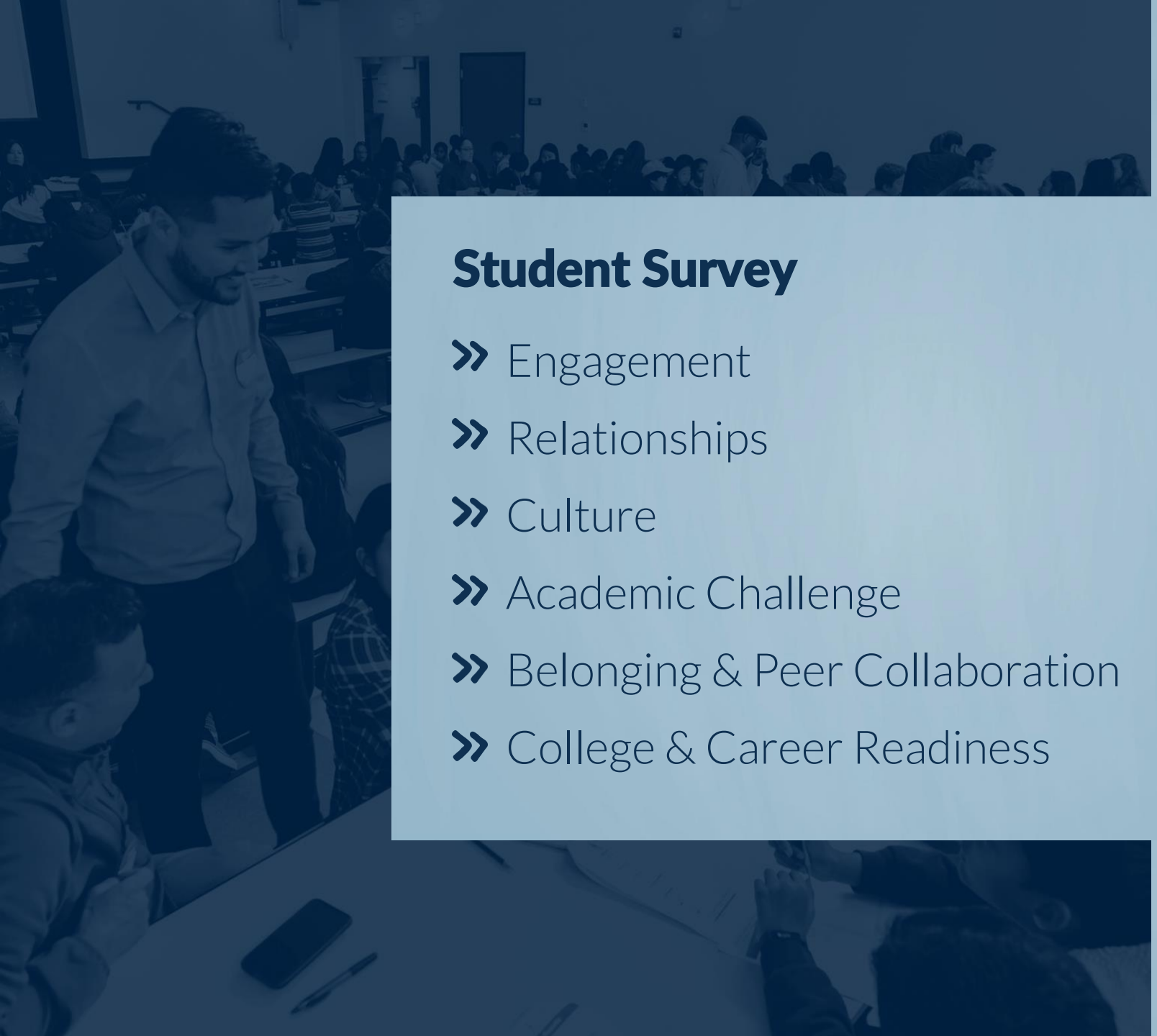


FAMILIES
N/A in 2024, but we'll have family responses in 2025!



639 STAFF
94% Response Rate

We heard from 4,681 students and staff.



Student Survey

- Engagement
- Relationships
- Culture
- Academic Challenge
- Belonging & Peer Collaboration
- College & Career Readiness

Additional Topics

Civic Readiness

Emotional & Mental Health

Project-Based Learning

Inclusion

Diversity

Math Learning & Mindsets

YouthTruth Student Survey Results

Highest and Lowest Ranked Themes

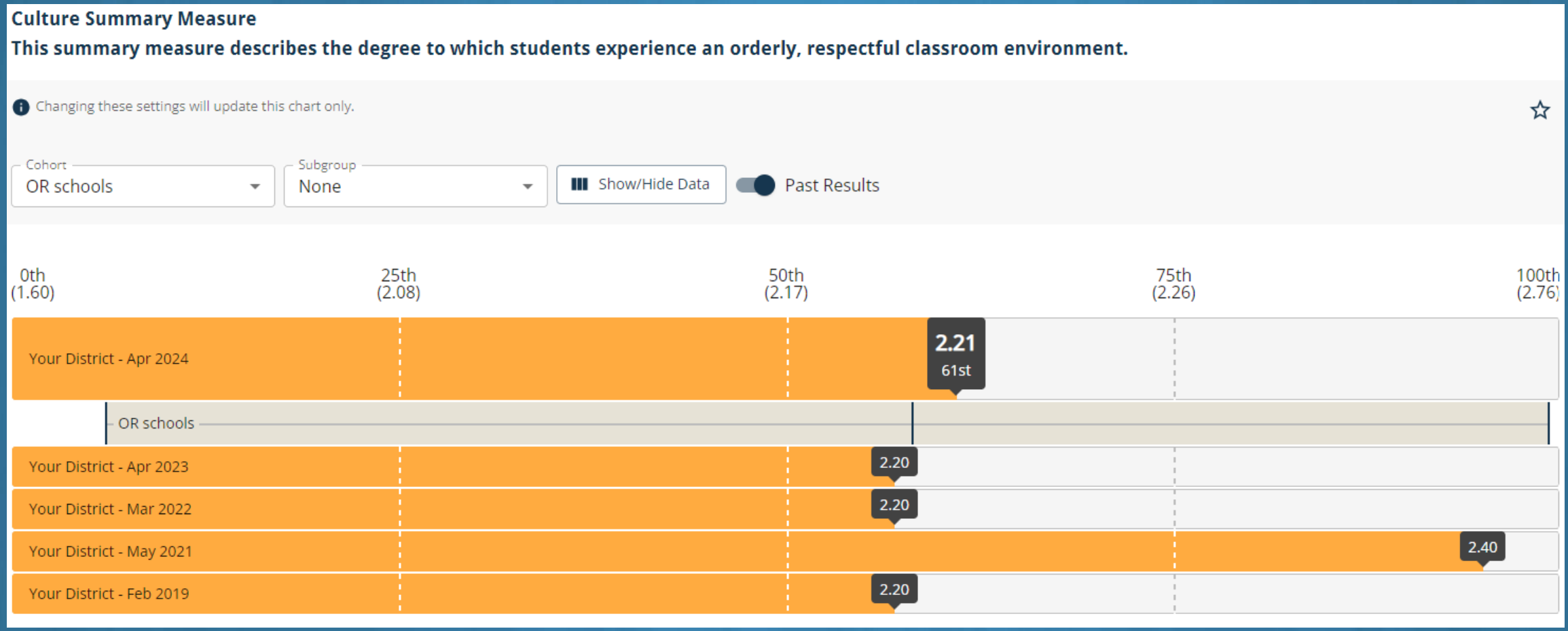
Highest Ranked Themes:

- Culture was the highest rated theme for elementary schools (61st percentile)
- Belonging & Peer Collaboration was the highest rated theme for middle schools (68th percentile) and high schools (59th percentile)

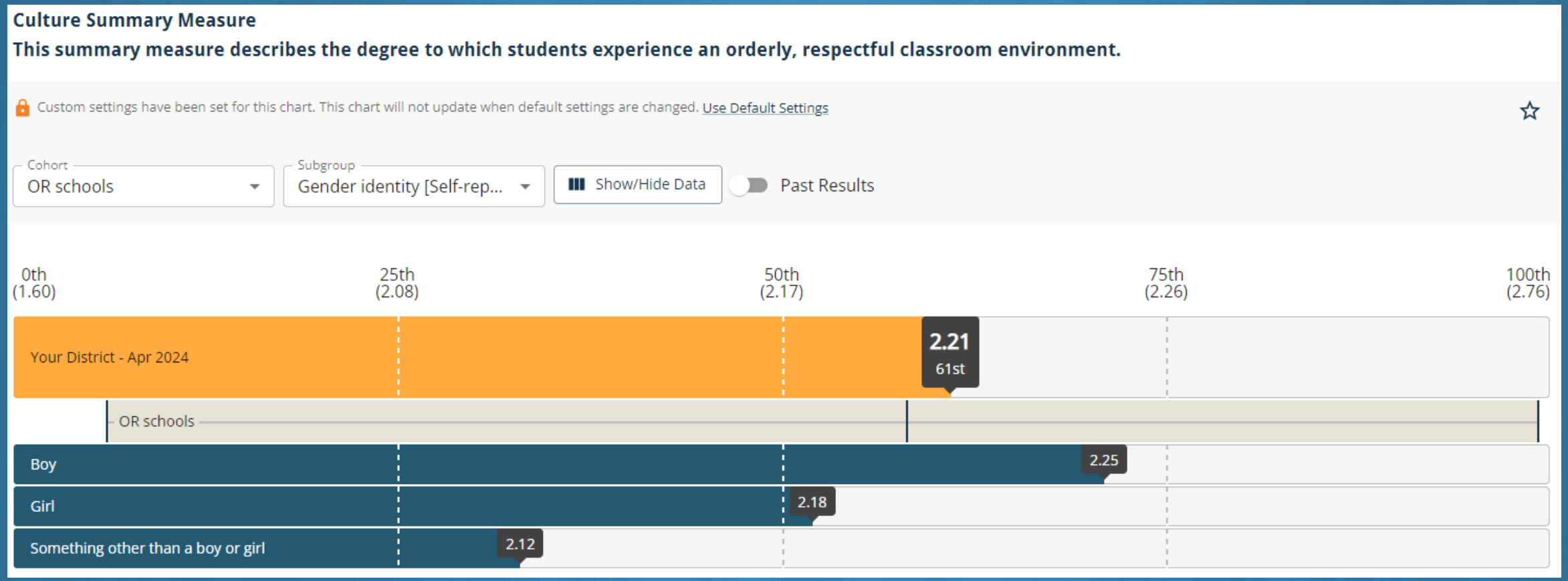
Lowest Ranked Themes:

- Academic Challenge was the lowest rated theme for elementary (22nd percentile) and middle schools (12th percentile)
- College & Career Readiness was the lowest rated theme for high schools (22nd percentile)

Highest Ranked Theme: Elementary Schools



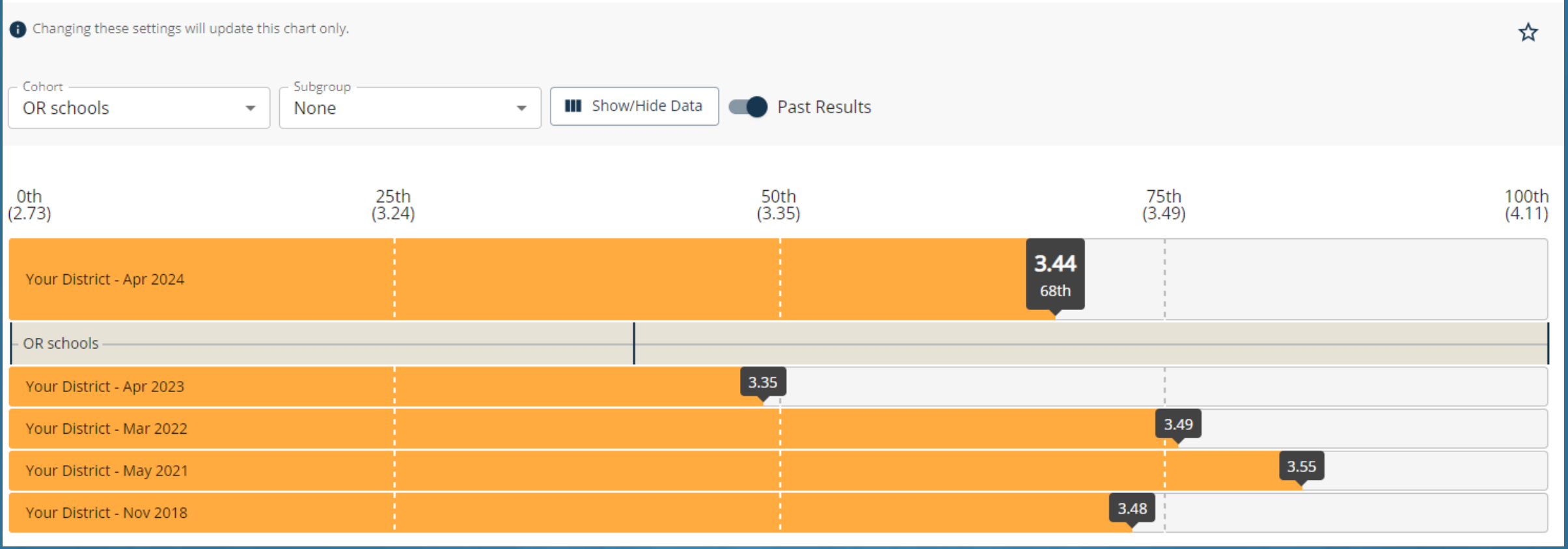
Highest Ranked Theme: Elementary Schools



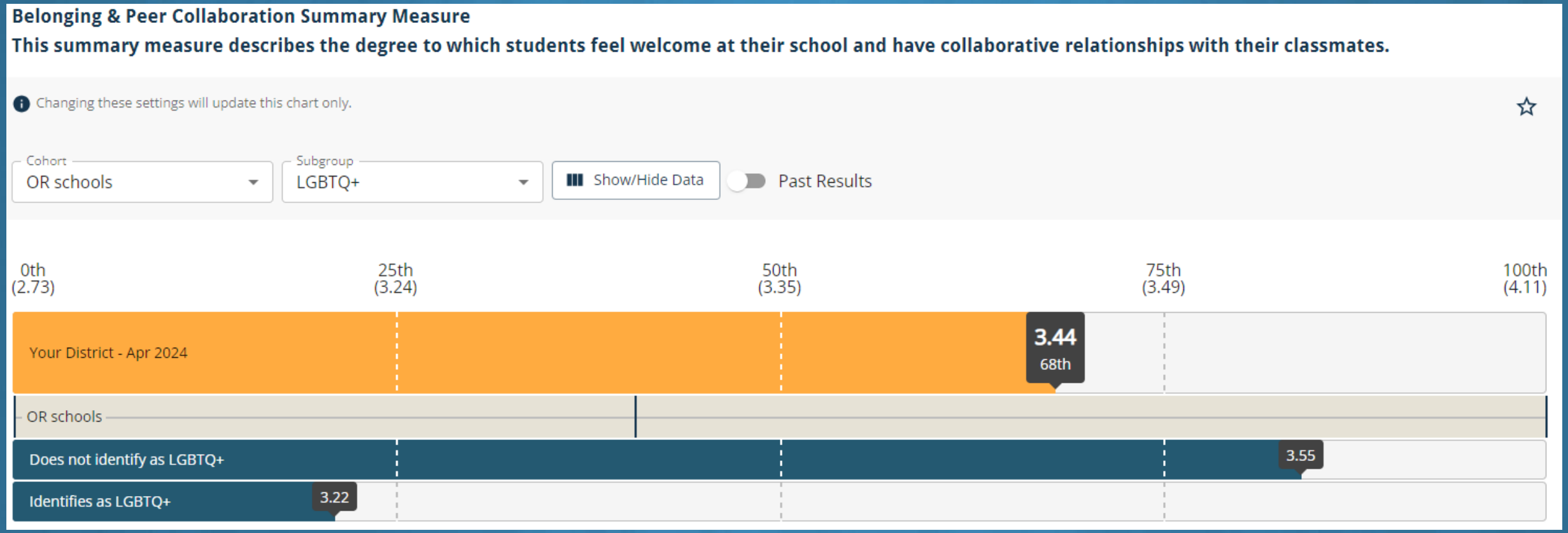
Highest Ranked Theme: Middle Schools

Belonging & Peer Collaboration Summary Measure

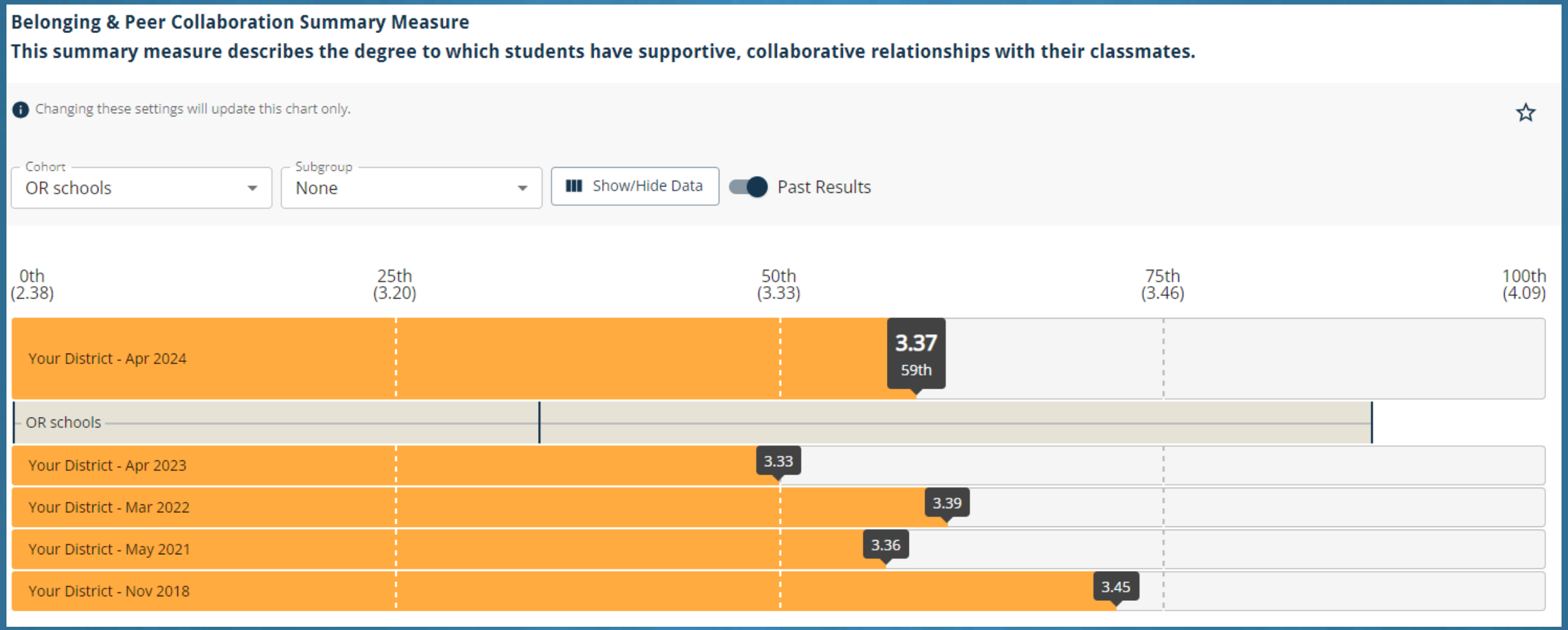
This summary measure describes the degree to which students feel welcome at their school and have collaborative relationships with their classmates.



Highest Ranked Theme: Middle Schools



Highest Ranked Theme: High Schools



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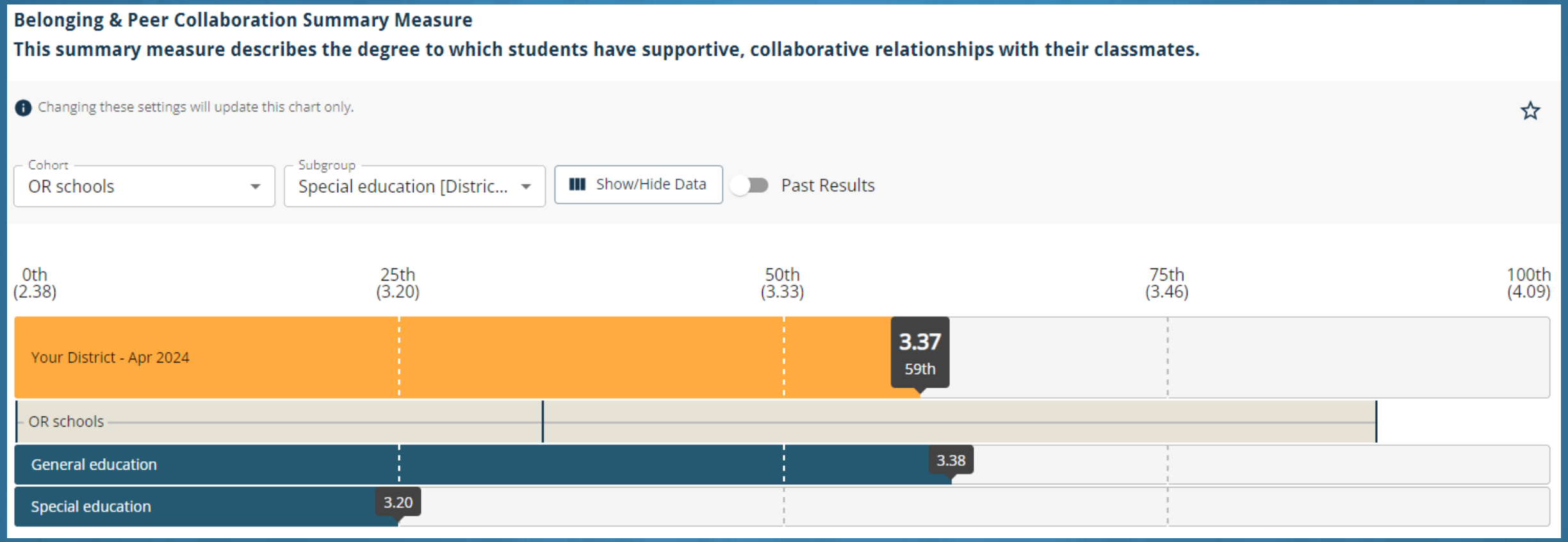
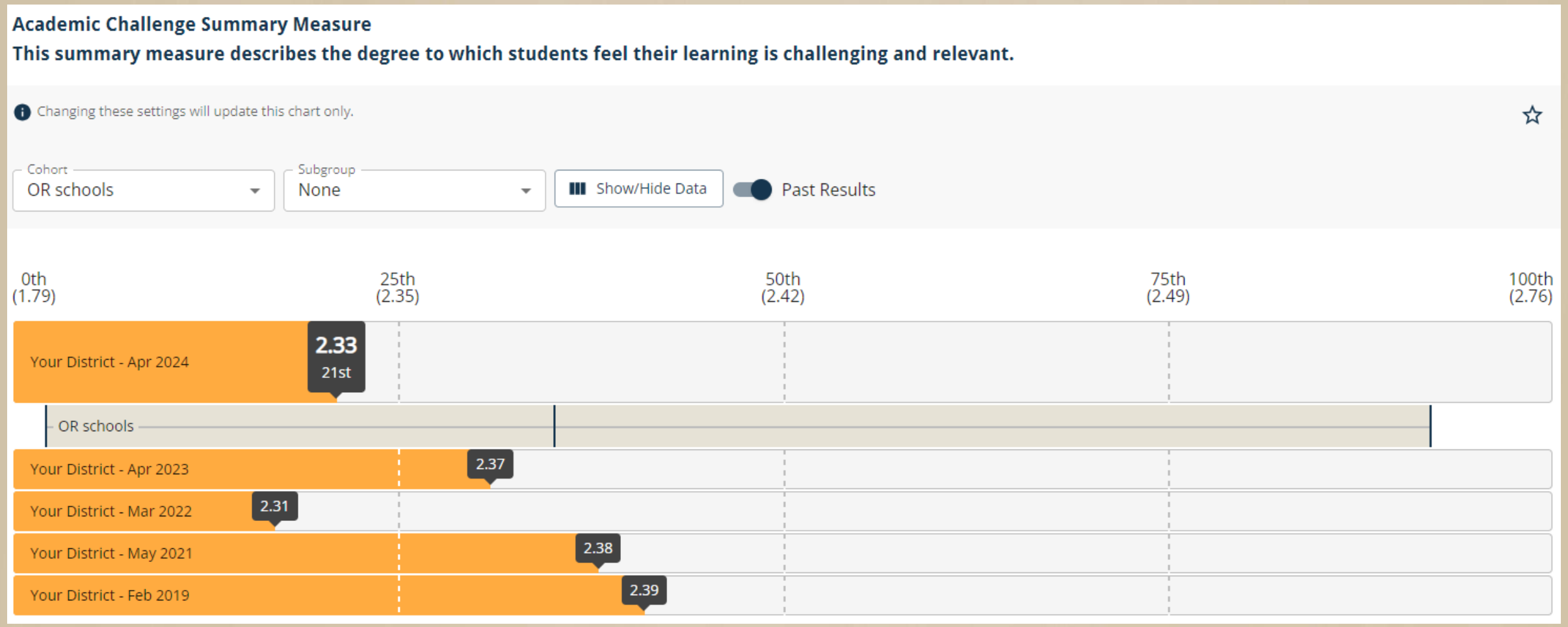


Lowest Ranked Theme: Elementary Schools



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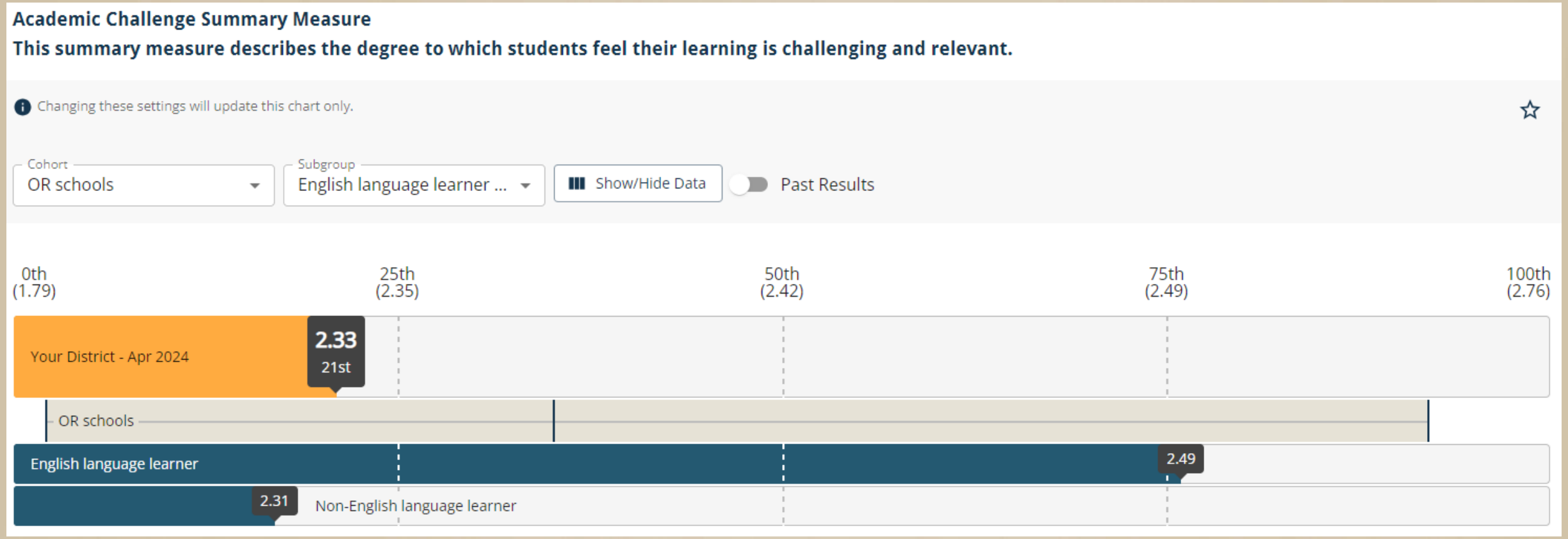

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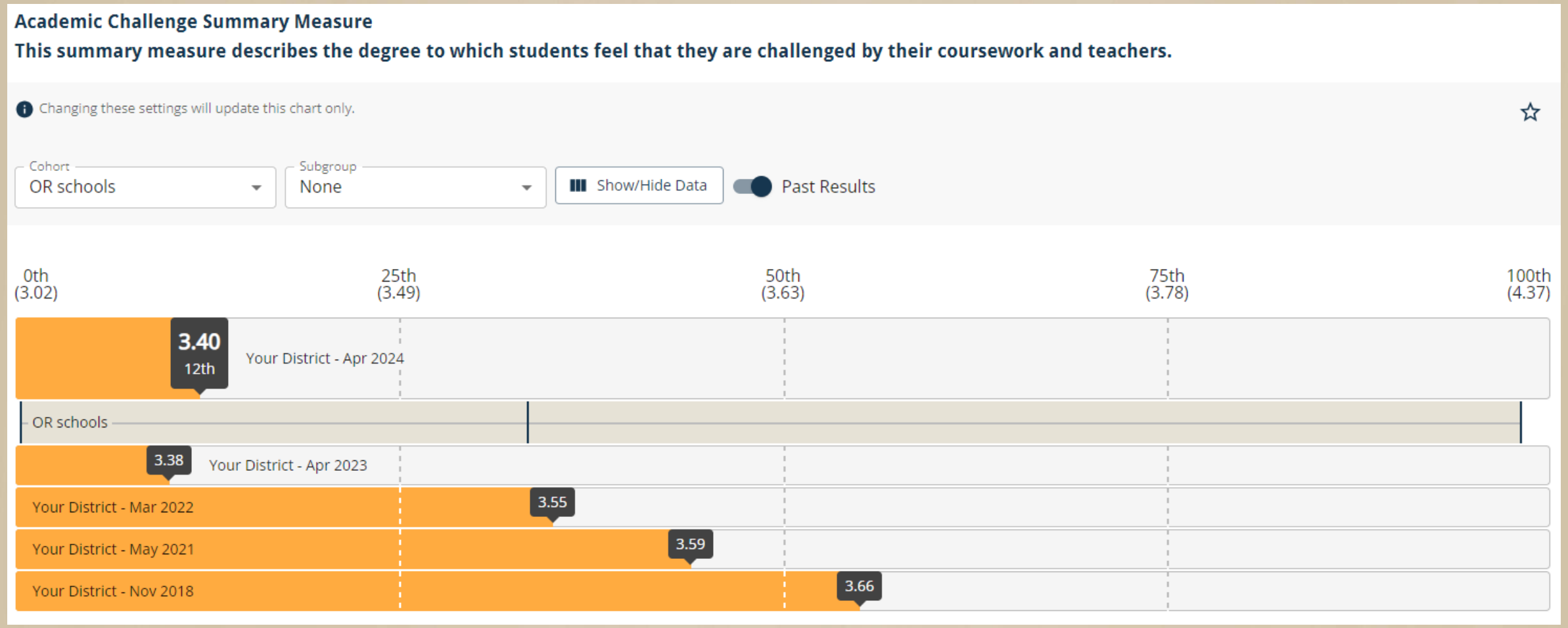

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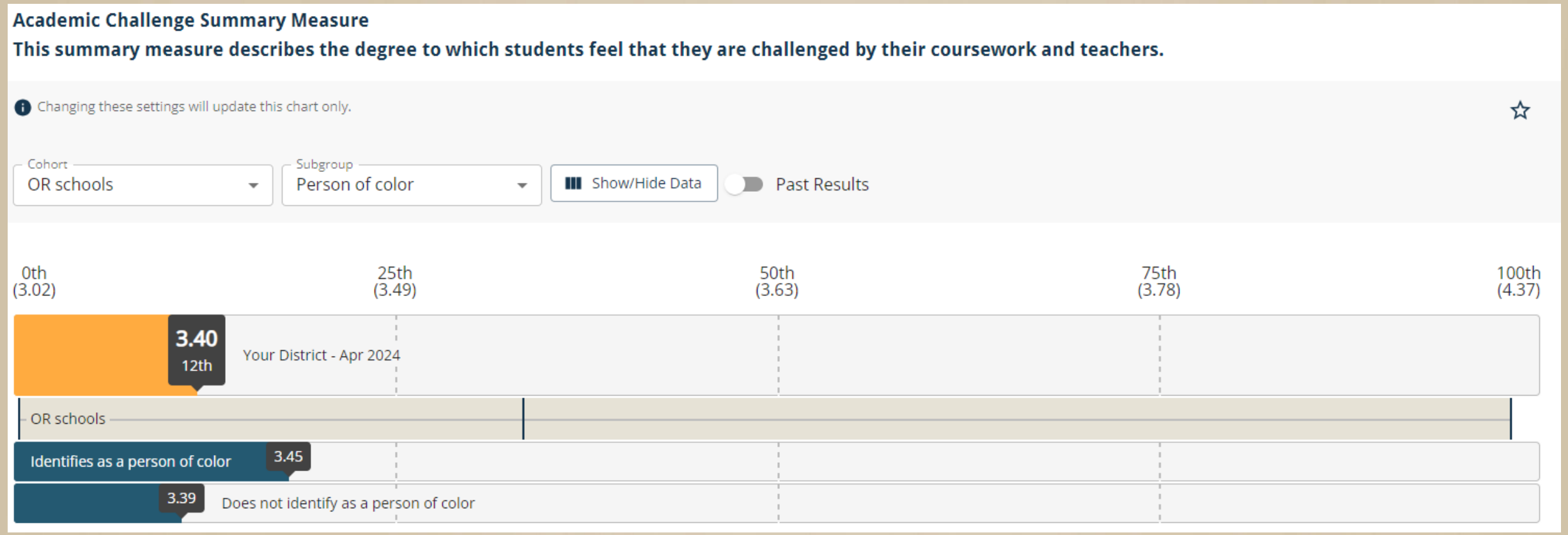

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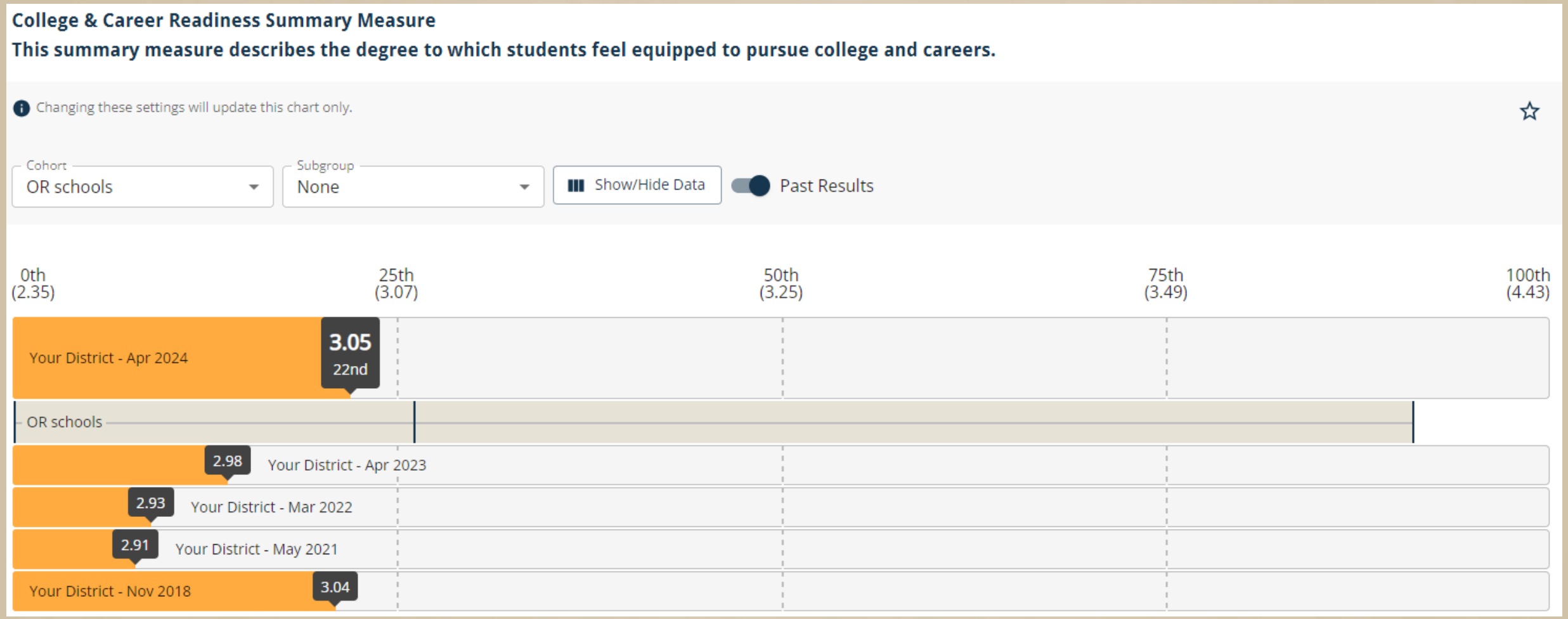

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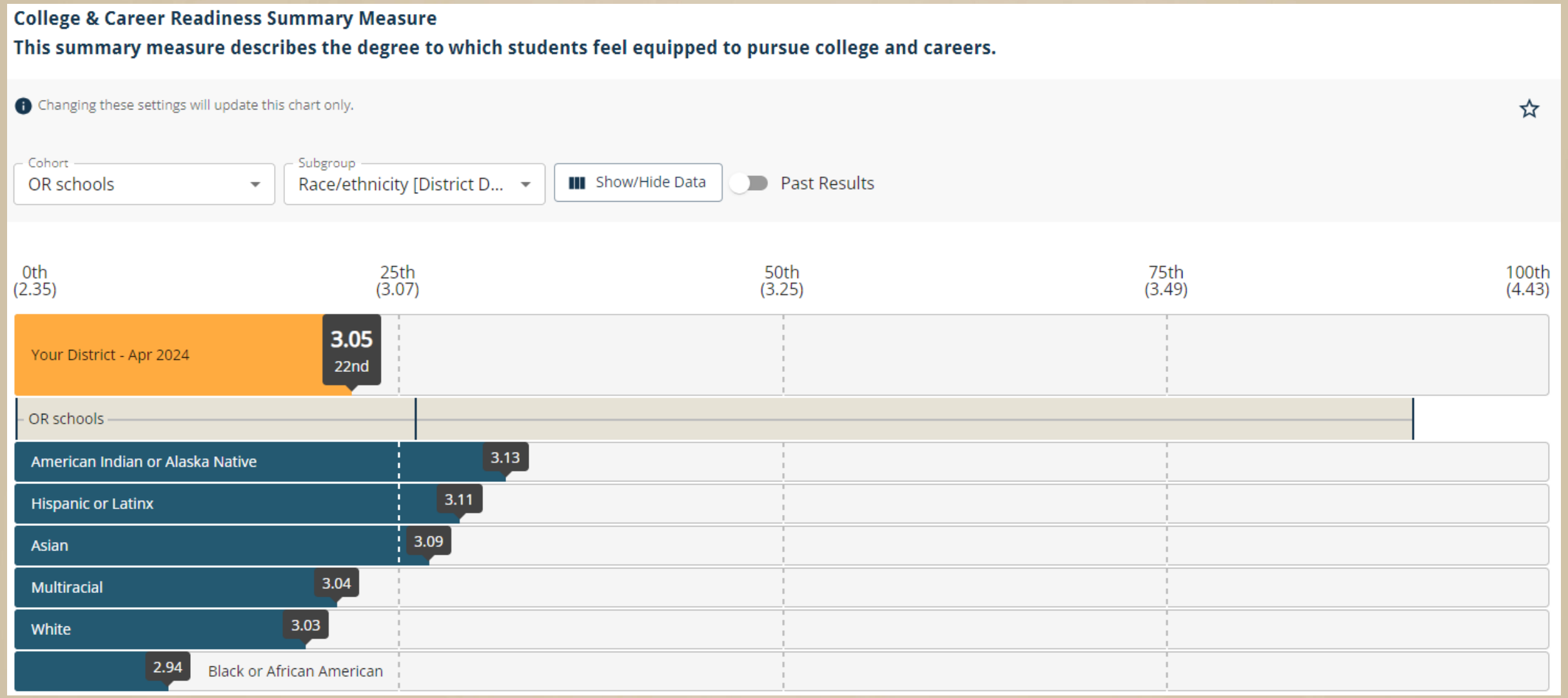


YouthTruth Elementary School Student Survey: A Deeper Dive

- Trend data
- Disaggregated data
- Statistically significant findings
- Additional Topics
- (Dis)alignment with staff data
- Other interesting findings

Corvallis Elementary Schools' YT Results

Trend Data: There was very little change from 2022-23 to 2023-24

- Engagement: No change, -1 percentile rank
- Academic Challenge: -.04, -10 percentile rank
- Instructional Methods: -.01, -5 percentile rank
- Culture: +.01, +4 percentile rank
- Belonging: -.01, -6 percentile rank
- Relationships: +.01, +1 percentile rank

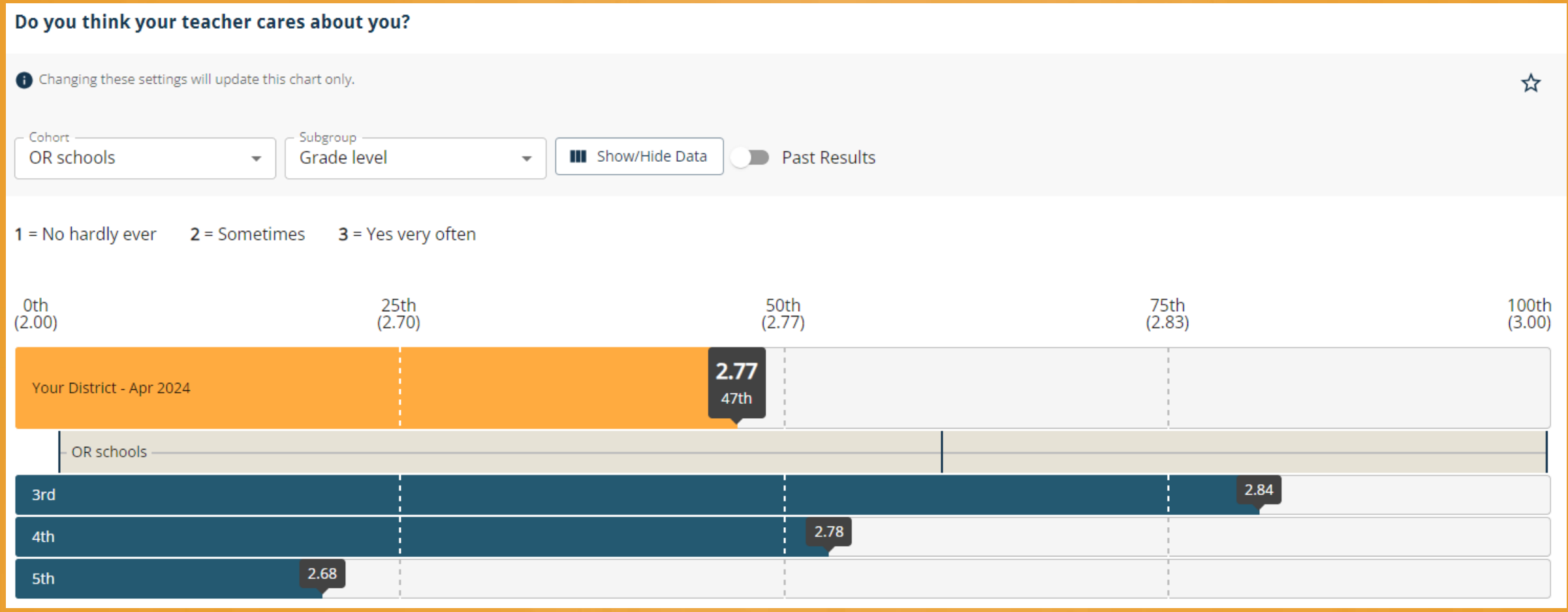
Corvallis Elementary Schools' YT Results

Disaggregated Data:

- 5th grade students rate lower than 3rd and 4th grade students in five out of six core themes (not Instructional Methods)
- English Language Learners rate notably higher than non-ELL students in five out of six core themes (not Engagement)
- Girls rate notably higher than boys in four out of six core themes (not Belonging or Culture). Both boys and girls rate higher than students who identify in another way
- American Indian or Alaska Native students rate notably higher than non-Native students in all core themes
- Students with an IEP or in Special Education classes rate notably higher than students in general education in five out of six themes (not Engagement)

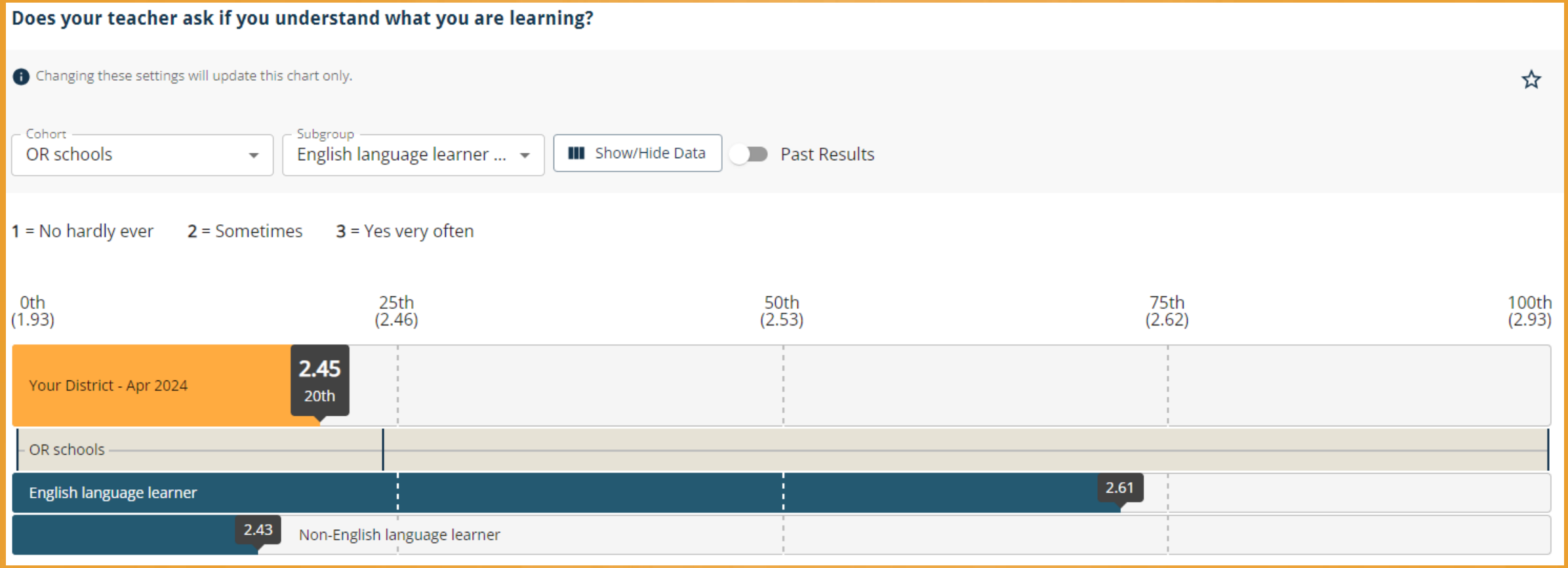
Corvallis Elementary Schools' YT Results

Disaggregated Data – Relationships, Grade Level



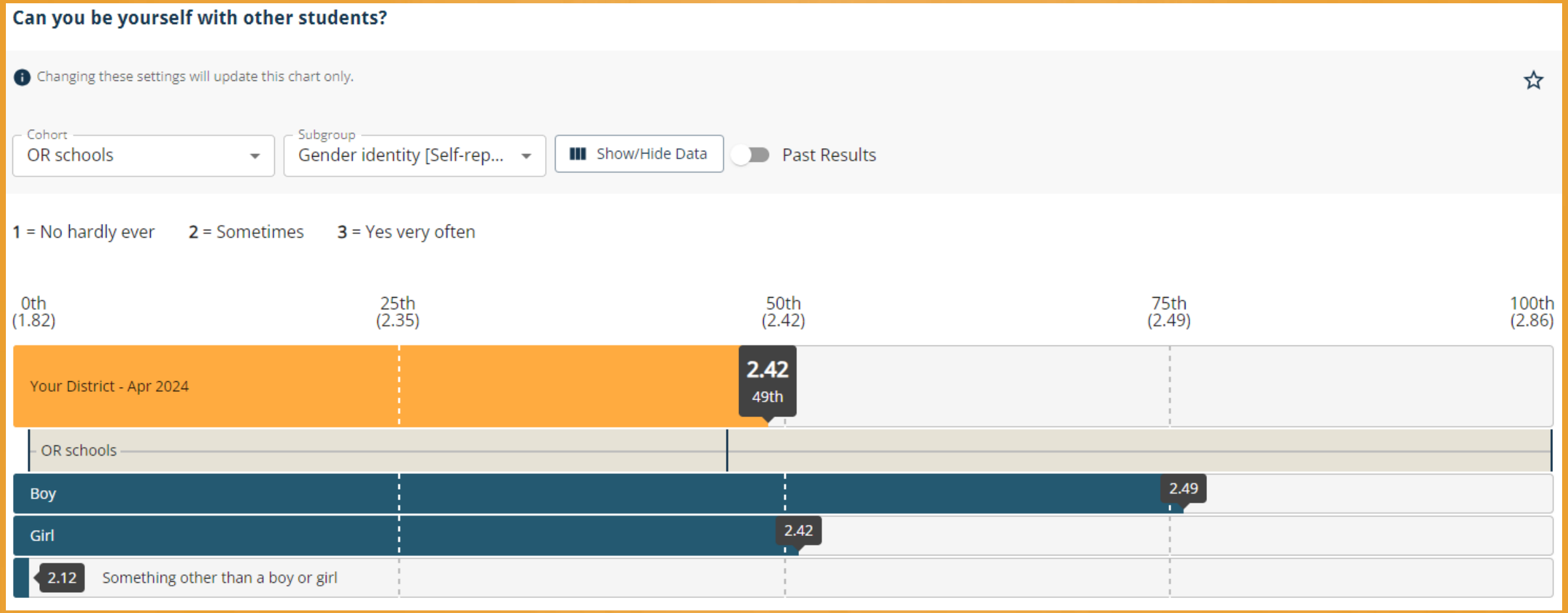
Corvallis Elementary Schools' YT Results

Disaggregated Data – Instructional Methods, ELL



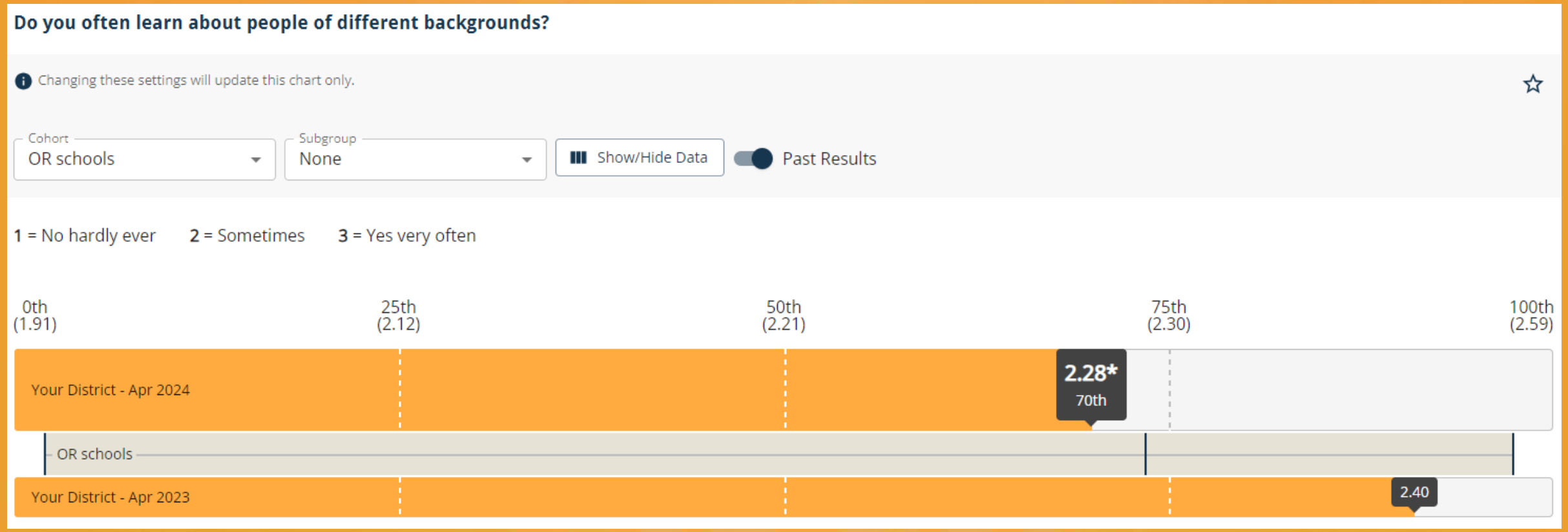
Corvallis Elementary Schools' YT Results

Disaggregated Data – Belonging, Gender Identity (Self-Reported)



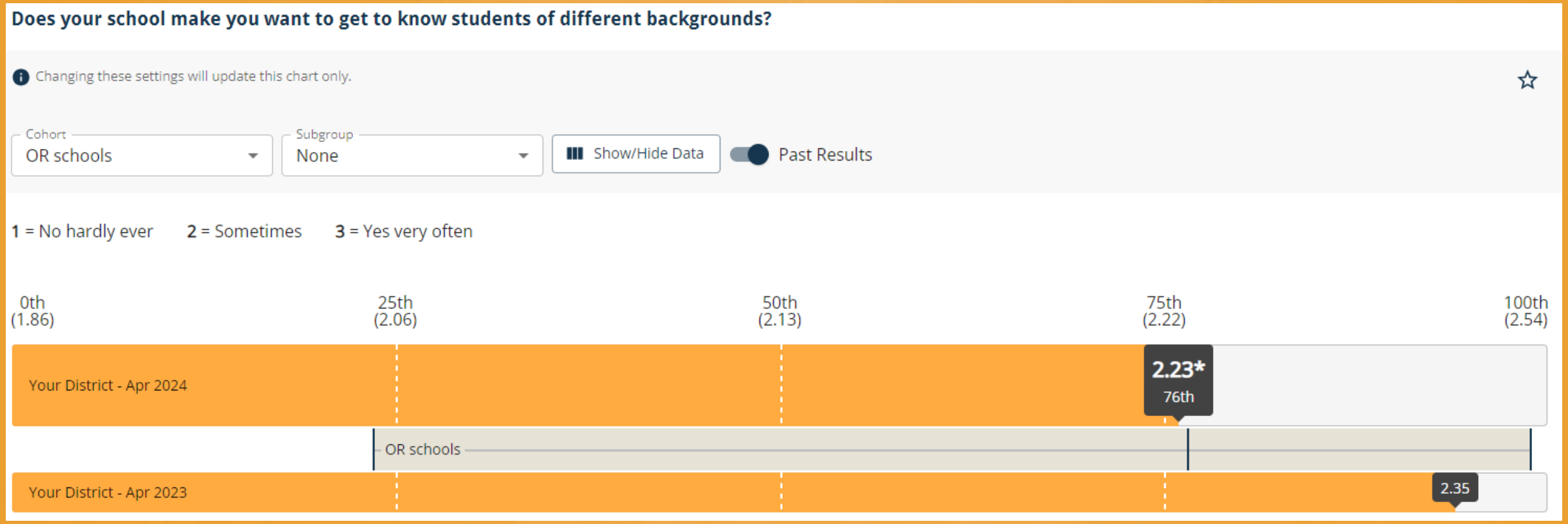
Corvallis Elementary Schools' YT Results

Statistically Significant Findings:



Corvallis Elementary Schools' YT Results

Statistically Significant Findings:



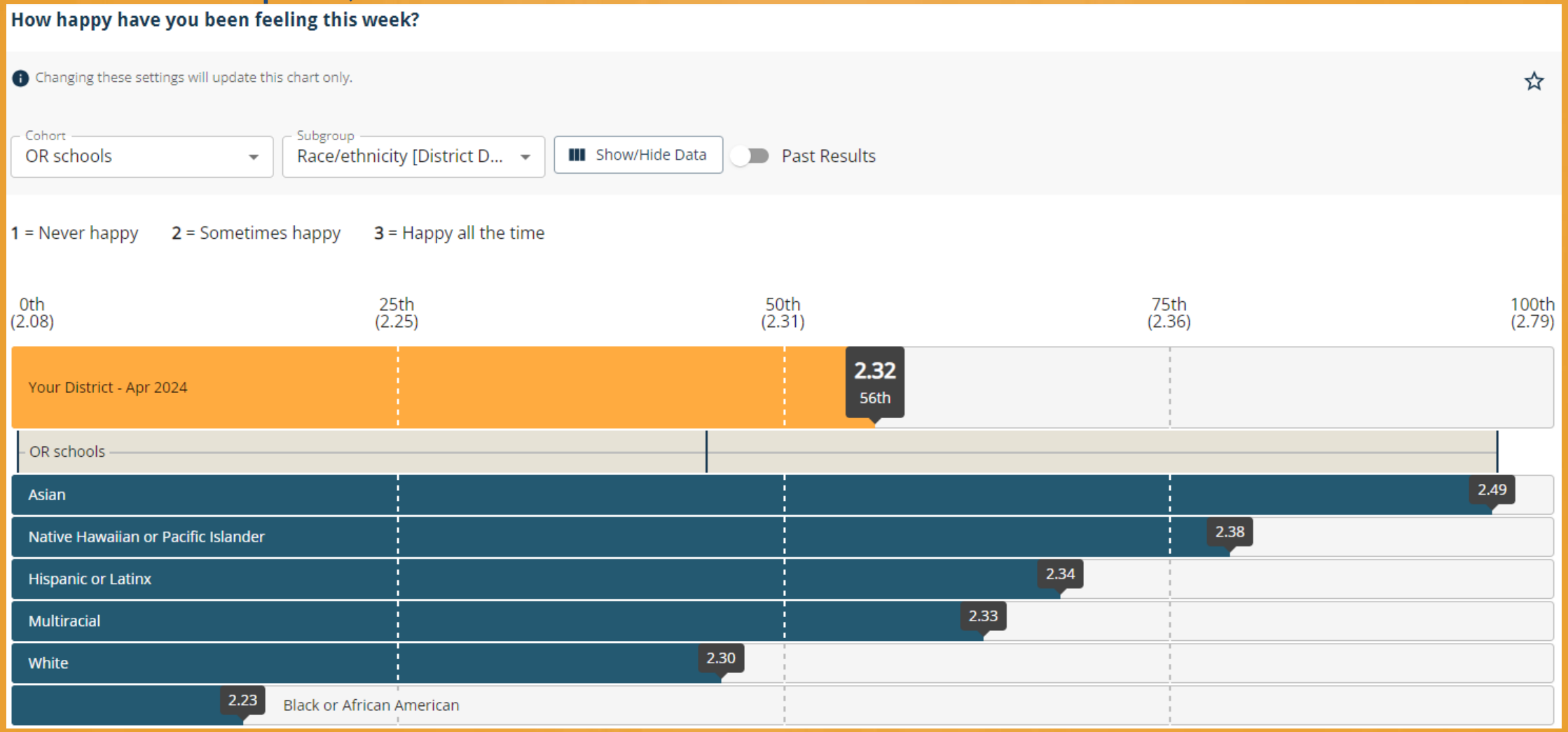
Corvallis Elementary Schools' YT Results

Additional Topics: Emotional & Mental Health, DEI, and Math Learning & Mindsets

- Emotional & Mental Health:
  - Slight Improvement in every question within this topic
  - FRPL-eligible students rate lower than ineligible students in all questions
  - Nonbinary students rate lower than boys and girls in all questions
  - Fascinating data by race/ethnicity – Black/African-American students rate lowest in questions about happiness and self-coping, but they rate highest when asked if there is an adult at school they can talk to when they feel upset.

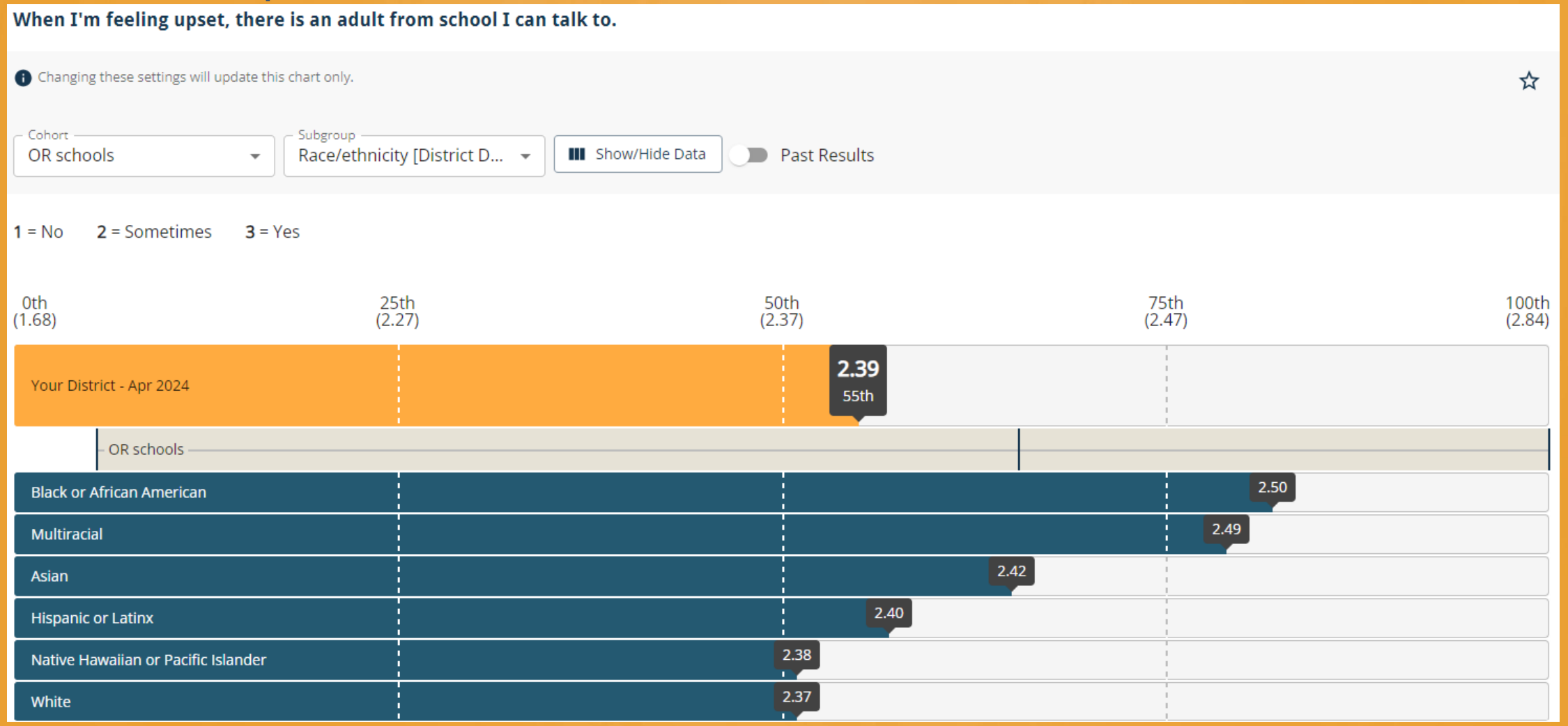
Corvallis Elementary Schools' YT Results

Additional Topics, Emotional & Mental Health:



Corvallis Elementary Schools' YT Results

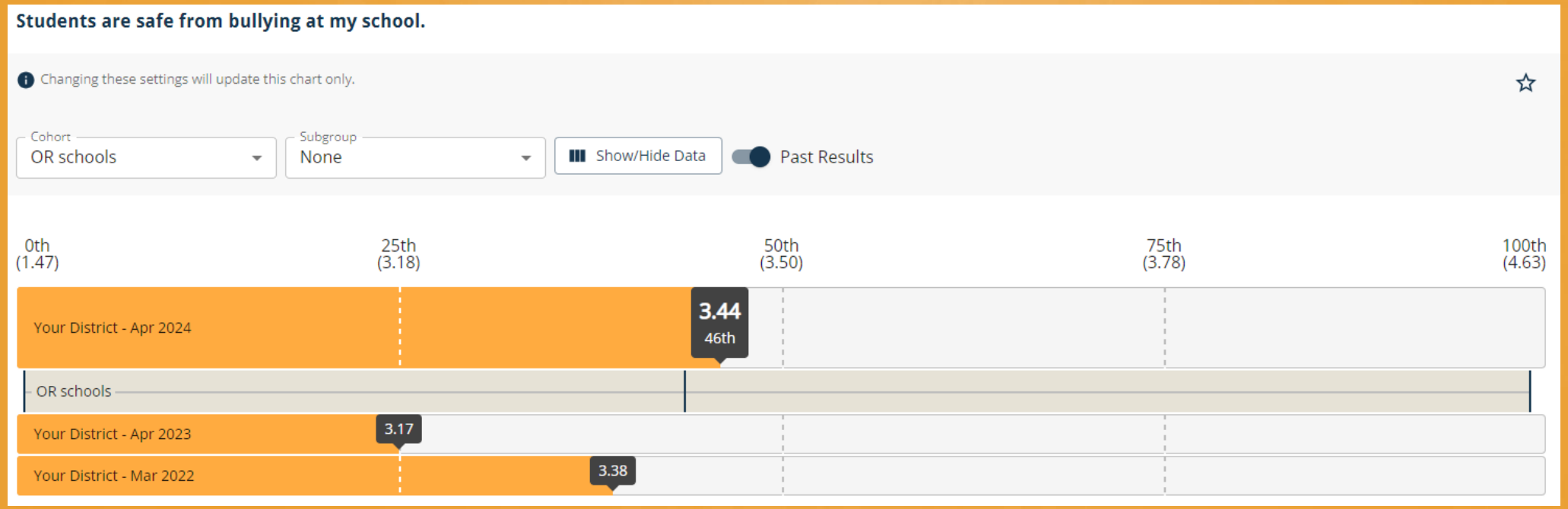
Additional Topics, Emotional & Mental Health:



Corvallis Elementary Schools' YT Results

(Dis)alignment with Staff Data:

- Corvallis ES staff data improved in all themes, most notably Engagement and Safety
- LGBTQ+ staff rate notably lower than non-LGBTQ+ staff
- POC staff rate notably higher than non-POC staff



Corvallis Elementary Schools' YT Results

Other Interesting Findings:

- While the only two questions noted as statistically significant were decreases in DEI, other questions like, *"Can you talk to adults from your school about your background?"* actually improved
- Belonging continues to be strong at all levels across Corvallis even though it was not the highest rated theme for elementary (just 1 percentile rank behind Culture, 60th and 61st percentile)
- Engagement and Relationships seem to have the biggest differences between pre-COVID, distance learning, and present day

Reflections and Questions

- What are your general reactions to the data?
- What questions do these data raise for you?
- How does this connect to your personal experience or the assumptions you hold?
- What additional information might be needed to make sense of this information?
- What is a possible next step to address these data? (don't spend too much time on this one, we'll get to this later!)

YouthTruth Middle School Student Survey: A Deeper Dive

- Trend data
- Disaggregated data
- Statistically significant findings
- Additional Topics
- (Dis)alignment with staff data
- Other interesting findings

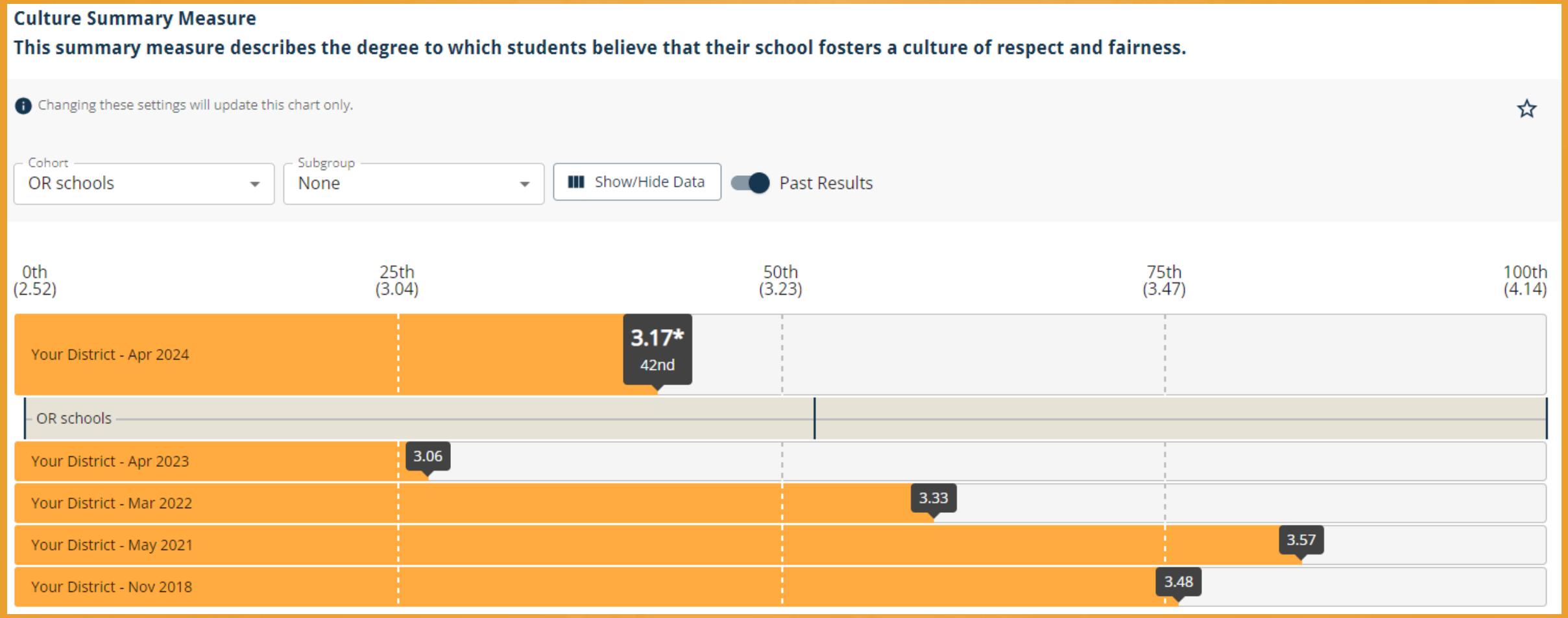
Corvallis Middle Schools' YT Results

Trend Data:

- Statistically significant increase in **Culture** theme
- Notable improvement in **Belonging & Peer Collaboration**
- Little change in other themes
- April 2023 saw a big decline in all themes, there was a bounce back in several questions in April 2024

Corvallis Middle Schools' YT Results

Trend Data:



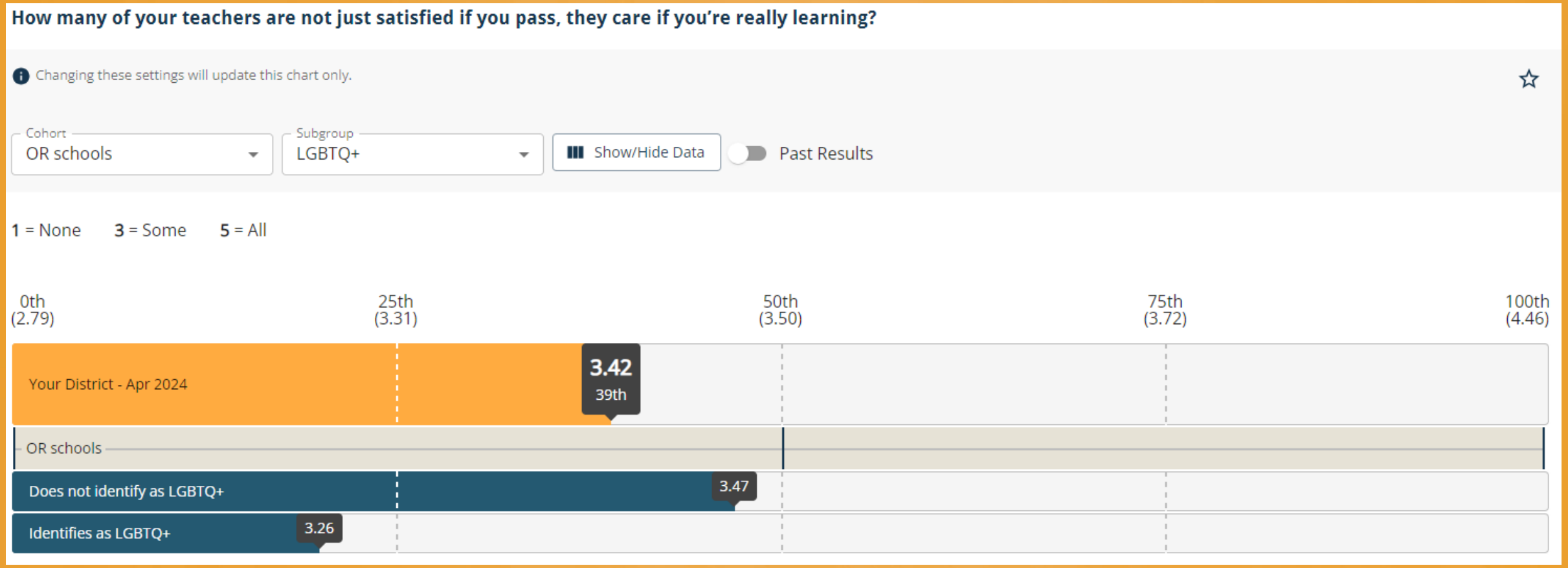
Corvallis Middle Schools' YT Results

Disaggregated Data:

- Very few high-level trends besides:
  - Nonbinary students rate notably lower than boys and girls in all themes
  - LGBTQ+ students rate lower than non-LGBTQ+ students in all themes
  - Very little difference between POC and non-POC students
- Some interesting, theme-level trends:
  - ELL students rate notably higher than non-ELL students in Engagement, Academic Challenge, and Culture, but rate notably lower in Belonging
  - Boys rate notably higher than girls in Belonging and Relationships
  - Students with an IEP or in Special Education classes rate notably lower than their peers in Engagement, but similar in all other themes

Corvallis Middle Schools' YT Results

Disaggregated Data – Relationships, LGBTQ+ Identity

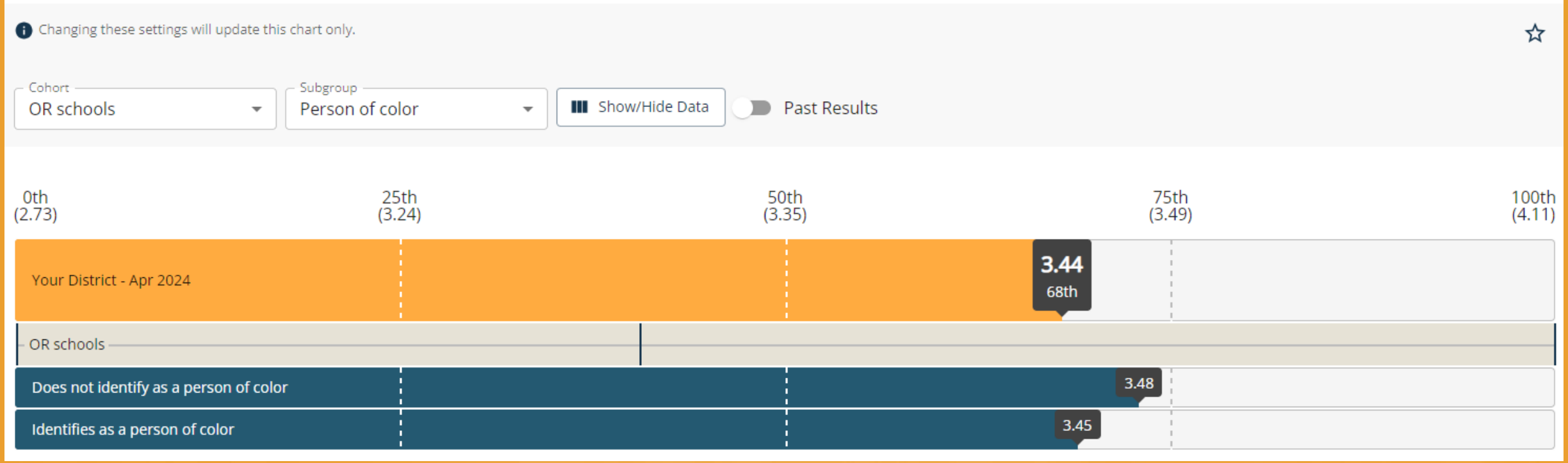


Corvallis Middle Schools' YT Results

Disaggregated Data – Belonging & Peer Collaboration, POC

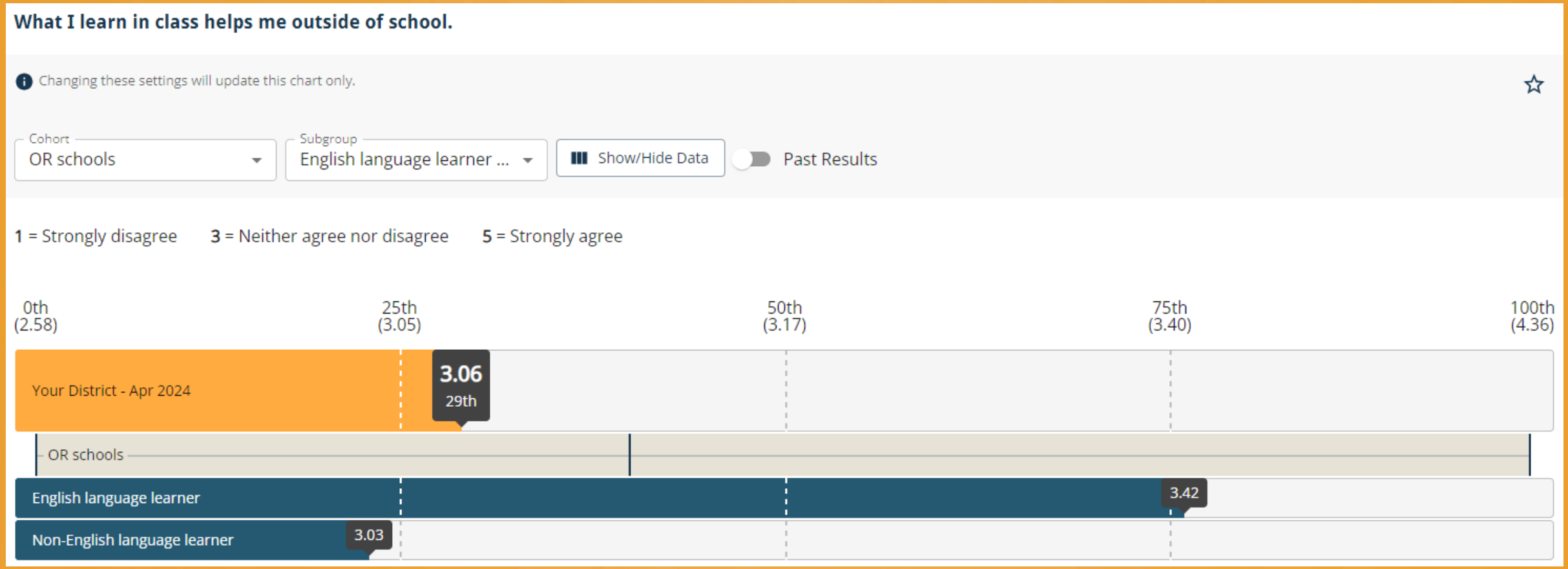
Belonging & Peer Collaboration Summary Measure

This summary measure describes the degree to which students feel welcome at their school and have collaborative relationships with their classmates.



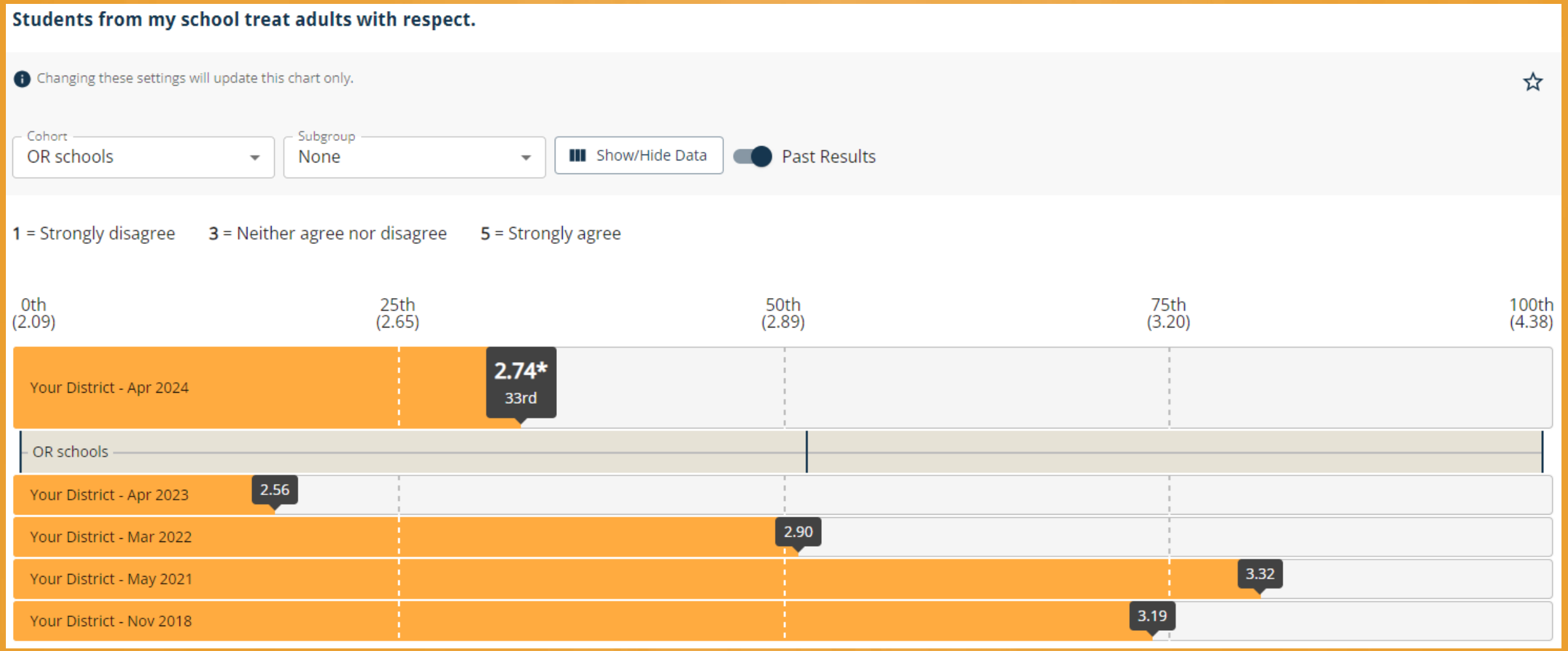
Corvallis Middle Schools' YT Results

Disaggregated Data – Engagement, ELL



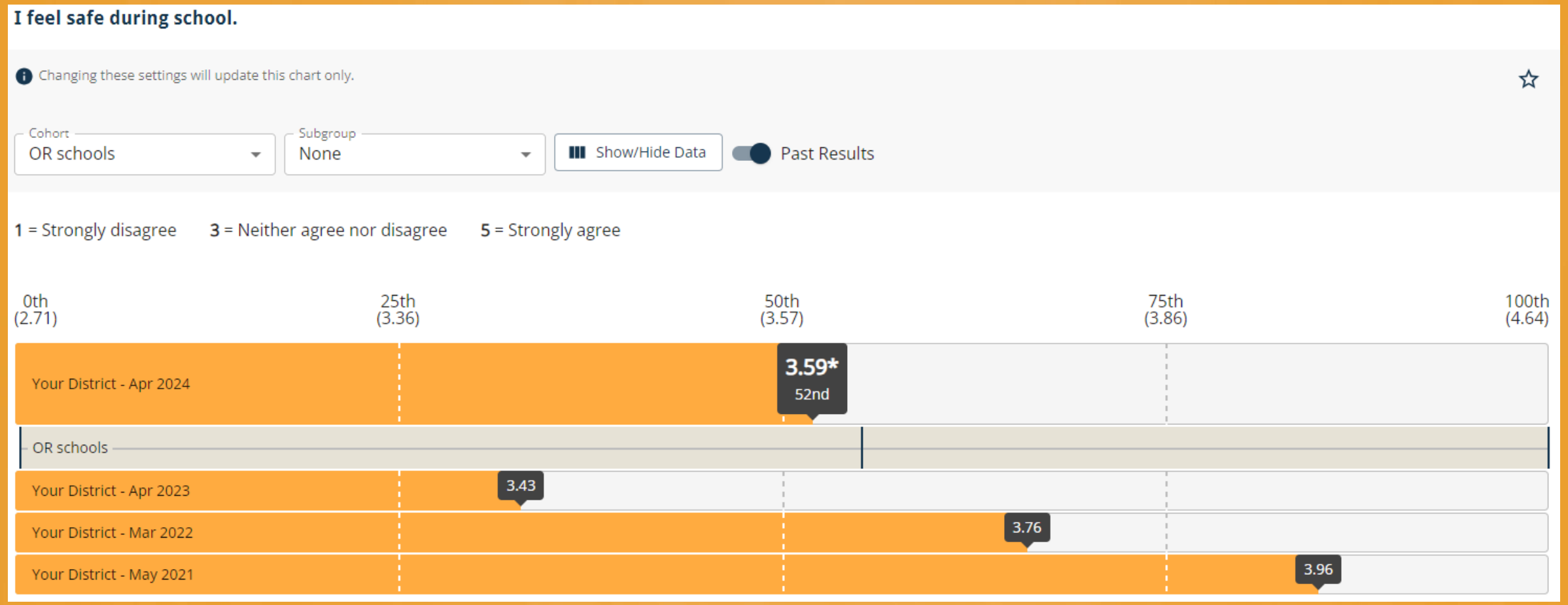
Corvallis Middle Schools' YT Results

Statistically Significant Findings:



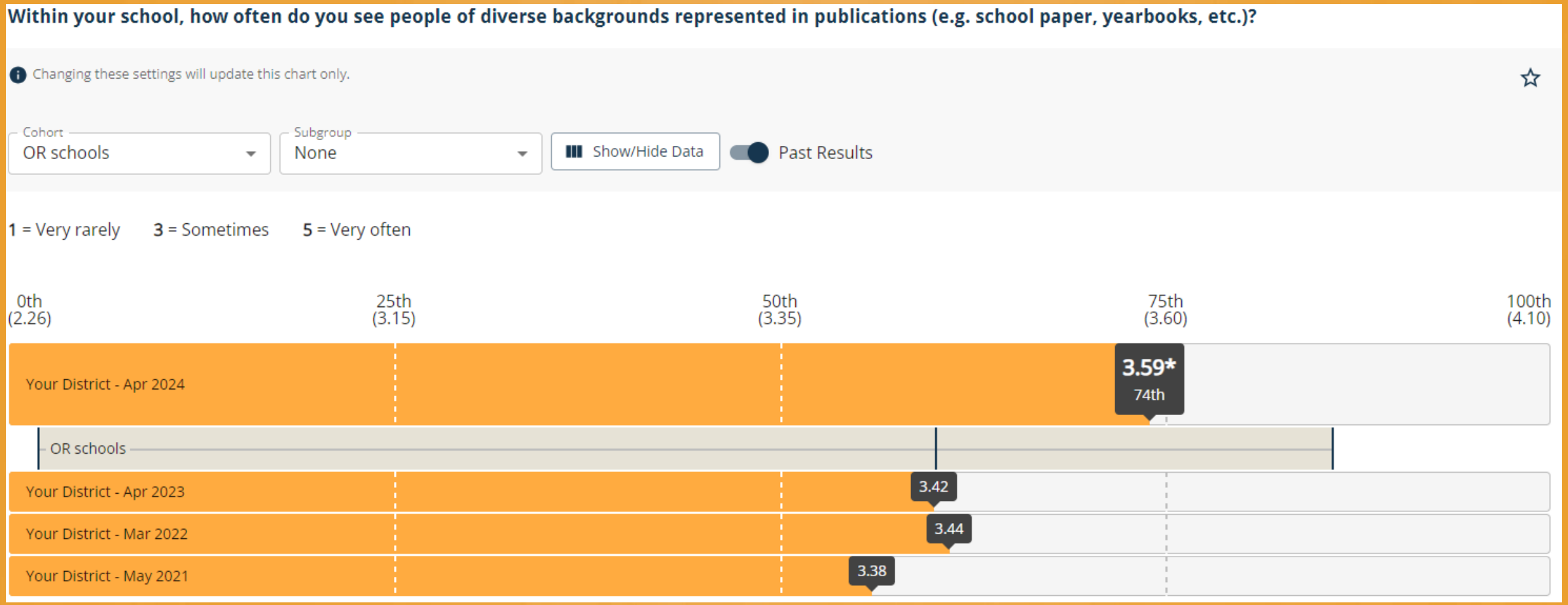
Corvallis Middle Schools' YT Results

Statistically Significant Findings:



Corvallis Middle Schools' YT Results

Statistically Significant Findings:



Corvallis Middle Schools' YT Results

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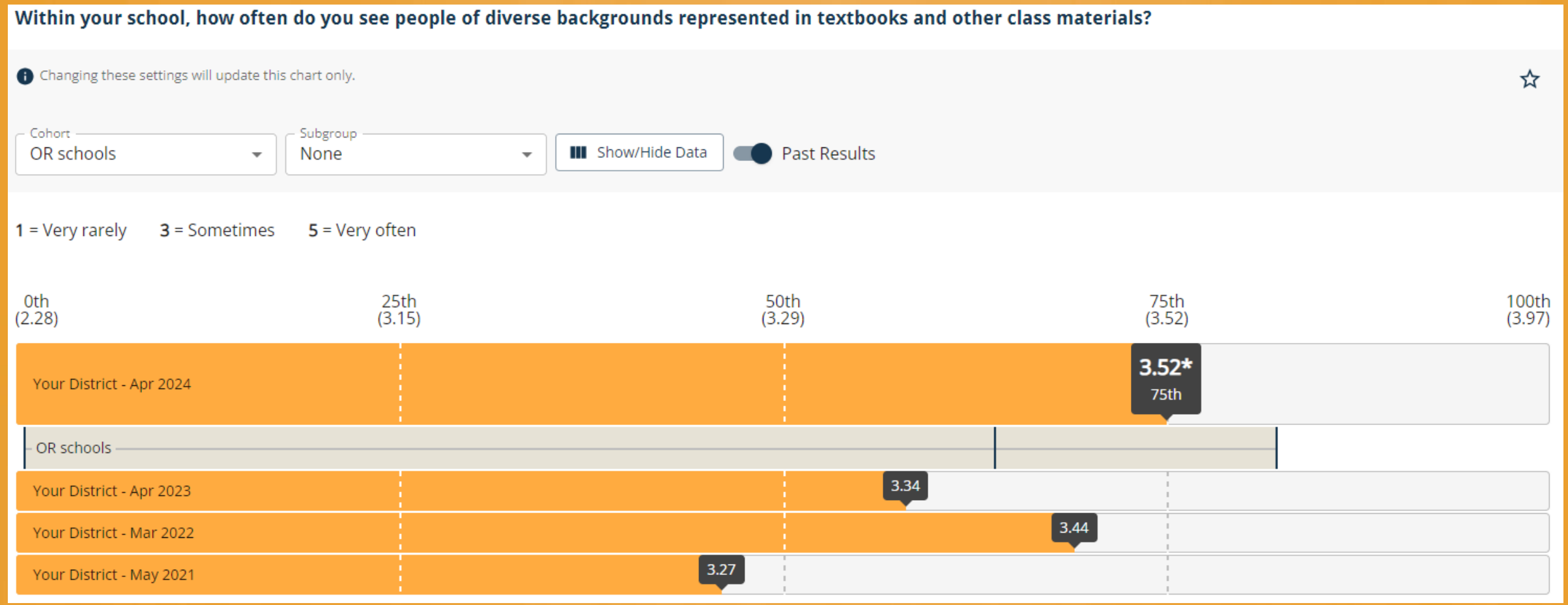

Corvallis Middle Schools' YT Results

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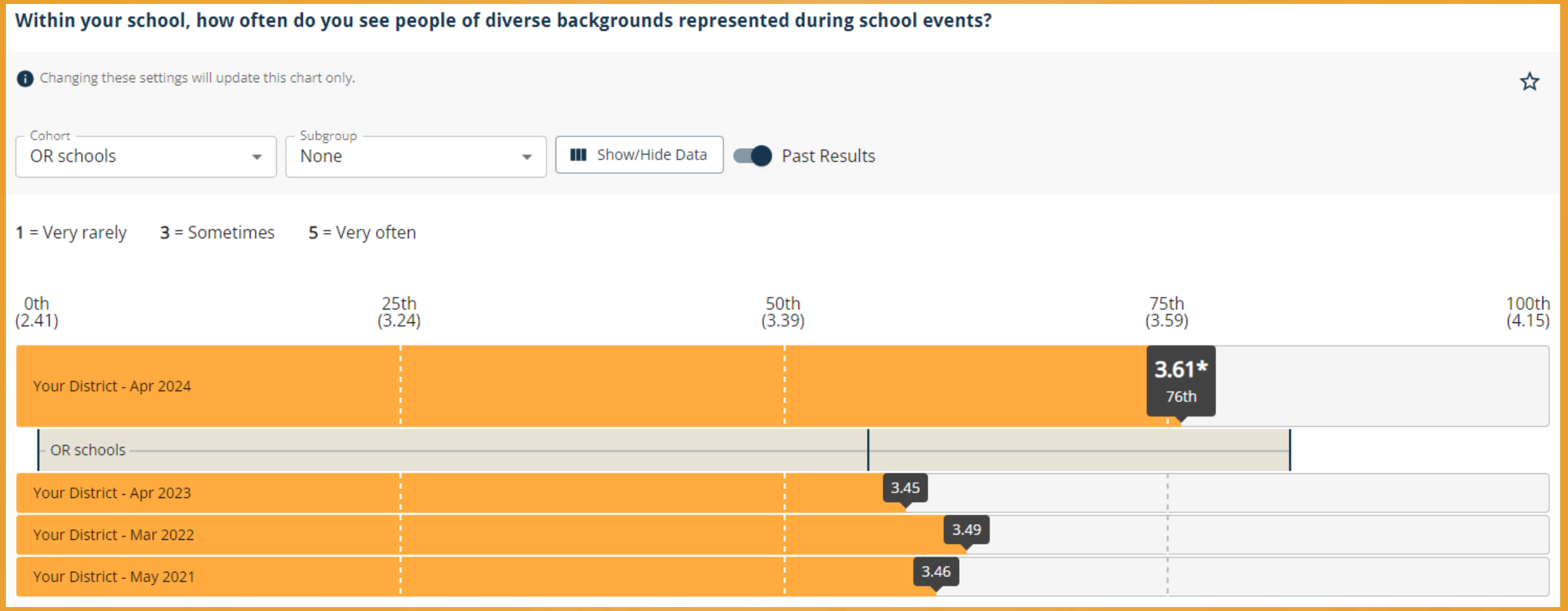


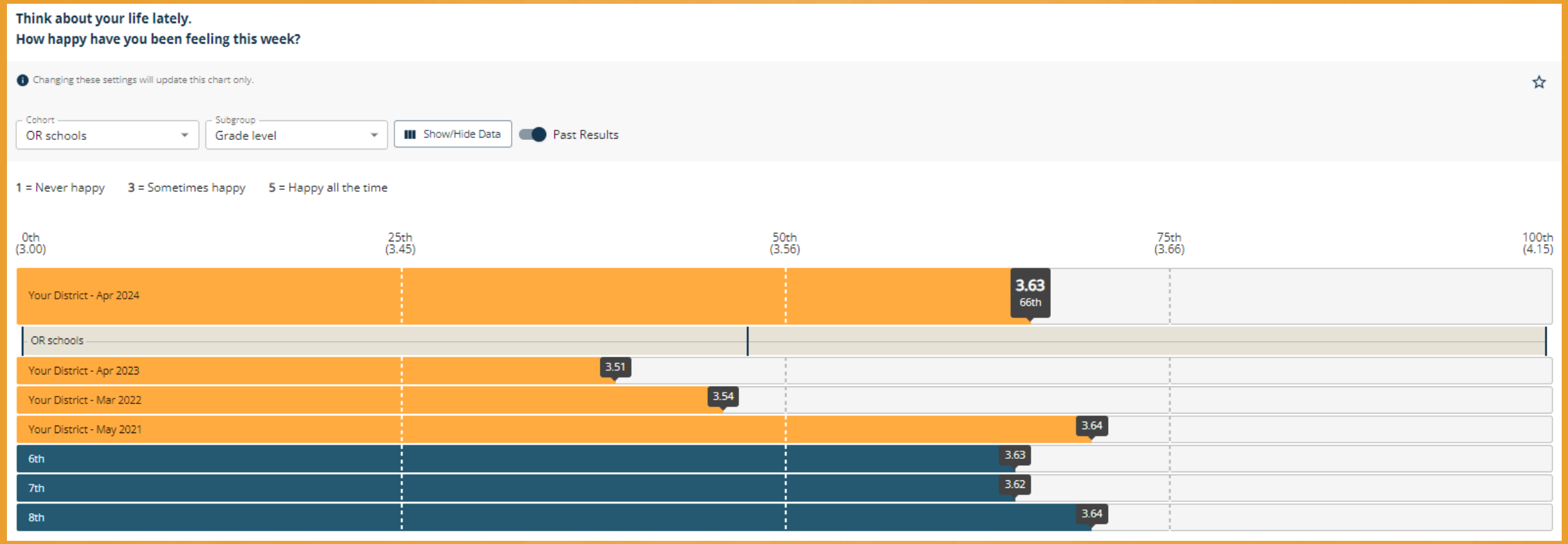
Corvallis Middle Schools' YT Results

Additional Topics: Civic Readiness, Emotional & Mental Health, Project-Based Learning, Inclusion, Diversity, Math Learning & Mindsets

- Every question in E&MH improved from 2023 to 2024
- 23 out of 28 questions in Inclusion are above the national median
- 22 out of 22 questions in Diversity are above the national median, 14 out of 22 are in the top quartile

Corvallis Middle Schools' YT Results

Additional Topics, Emotional & Mental Health:



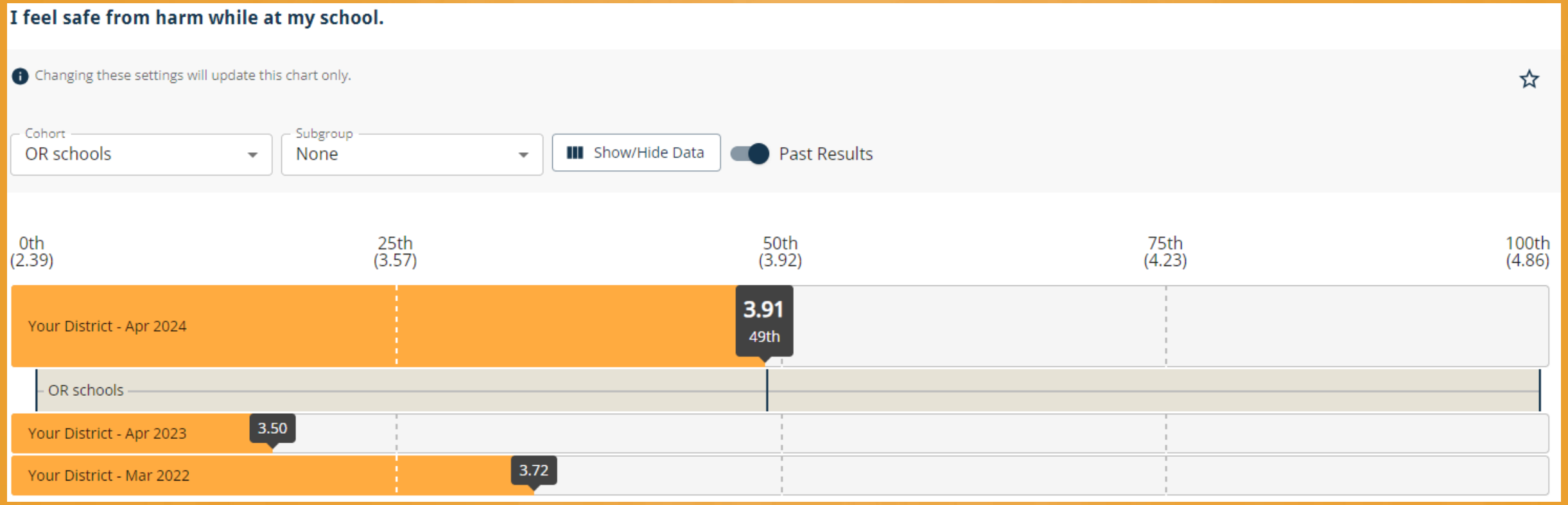
Corvallis Middle Schools' YT Results

(Dis)alignment with Staff Data:

- Corvallis MS staff perceptions improved in every theme in the survey, most notably in School Safety
- POC staff rate notably lower than non-POC staff in all themes, most notably in Engagement, Relationships, and Culture
- LGBTQ+ staff rate notably lower than their non-LGBTQ+ colleagues in Engagement and Relationships

Corvallis Middle Schools' YT Results

(Dis)alignment with Staff Data:



Corvallis Middle Schools' YT Results

Other Interesting Findings:

- Both Corvallis MS students and staff saw a notable increase in questions related to safety
- Students reporting of "obstacles" to their learning notably decreased for several answer choices, including:
  - 45% Feeling depressed, stressed, or anxious (-5%)
  - 36% Distractions at home and family responsibilities (-3%)
  - 21% Limited or no internet access (-5%)
  - 19% Not feeling safe at school (-5%)
- There were no consistent differences when disaggregating by race/ethnicity across the survey, though there were interesting differences at the question level

Reflections and Questions

- What are your general reactions to the data?
- What questions do these data raise for you?
- How does this connect to your personal experience or the assumptions you hold?
- What additional information might be needed to make sense of this information?
- What is a possible next step to address these data? (don't spend too much time on this one, we'll get to this later!)

YouthTruth High School Student Survey: A Deeper Dive

- Trend data
- Disaggregated data
- Statistically significant findings
- Additional Topics
- (Dis)alignment with staff data
- Other interesting findings

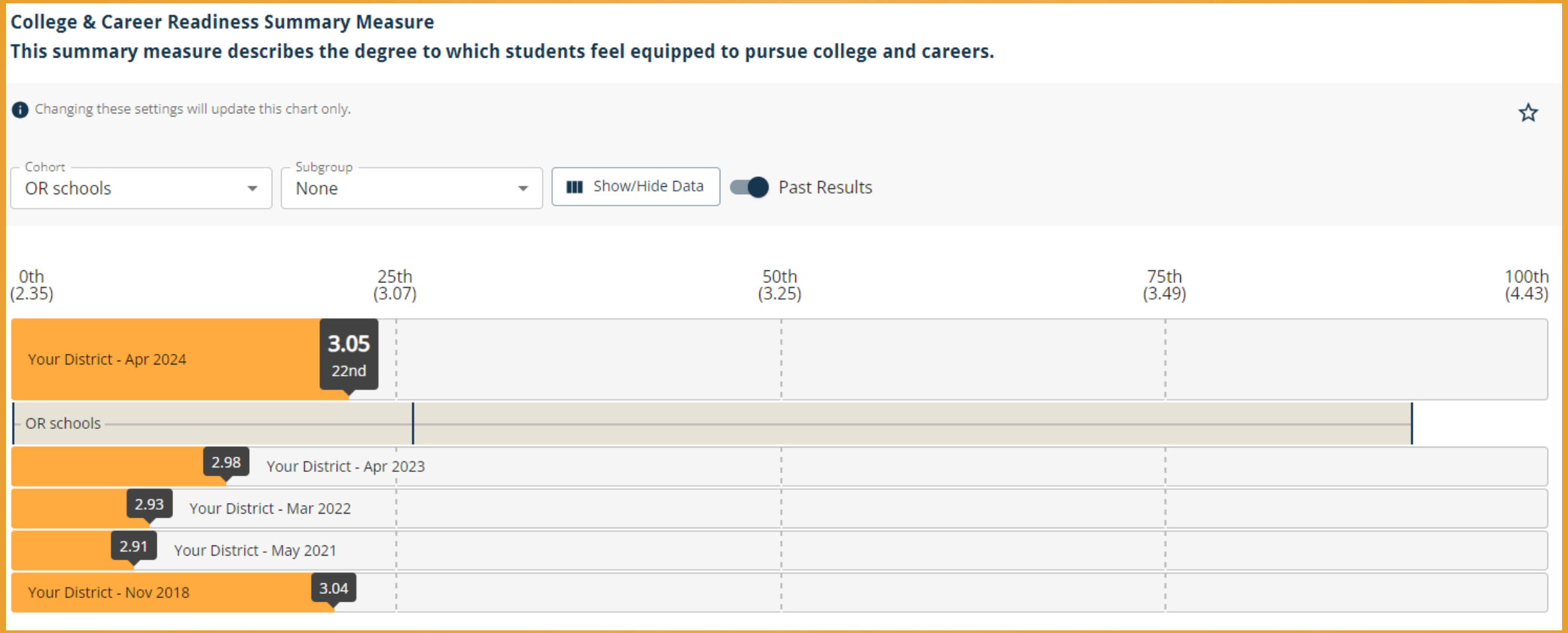
Corvallis High Schools' YT Results

Trend Data:

- While College & Career Readiness is the lowest ranked theme, it is at the highest average rating and percentile ranking Corvallis has ever had in five years
- Slight increases in Belonging & Peer Collaboration
- Little to no change in all other themes

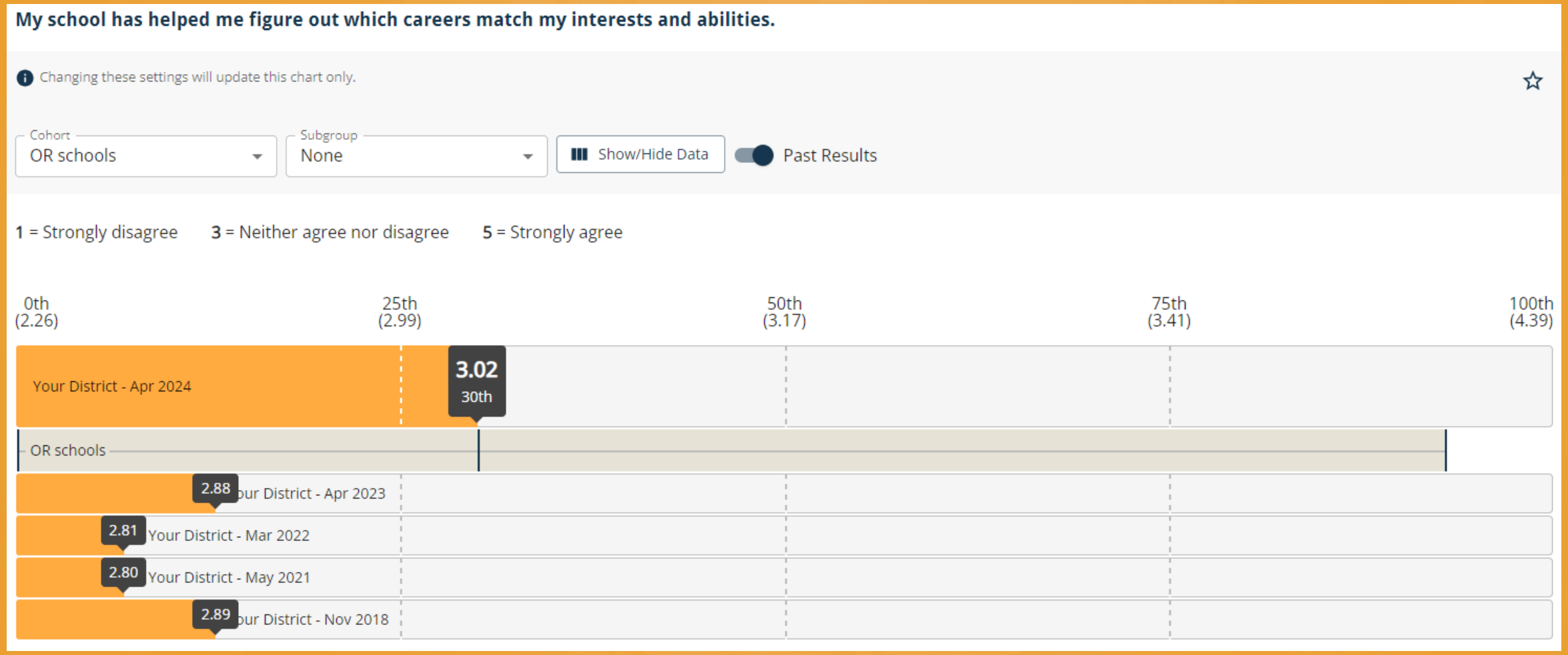
Corvallis High Schools' YT Results

Trend Data:



Corvallis High Schools' YT Results

Trend Data:



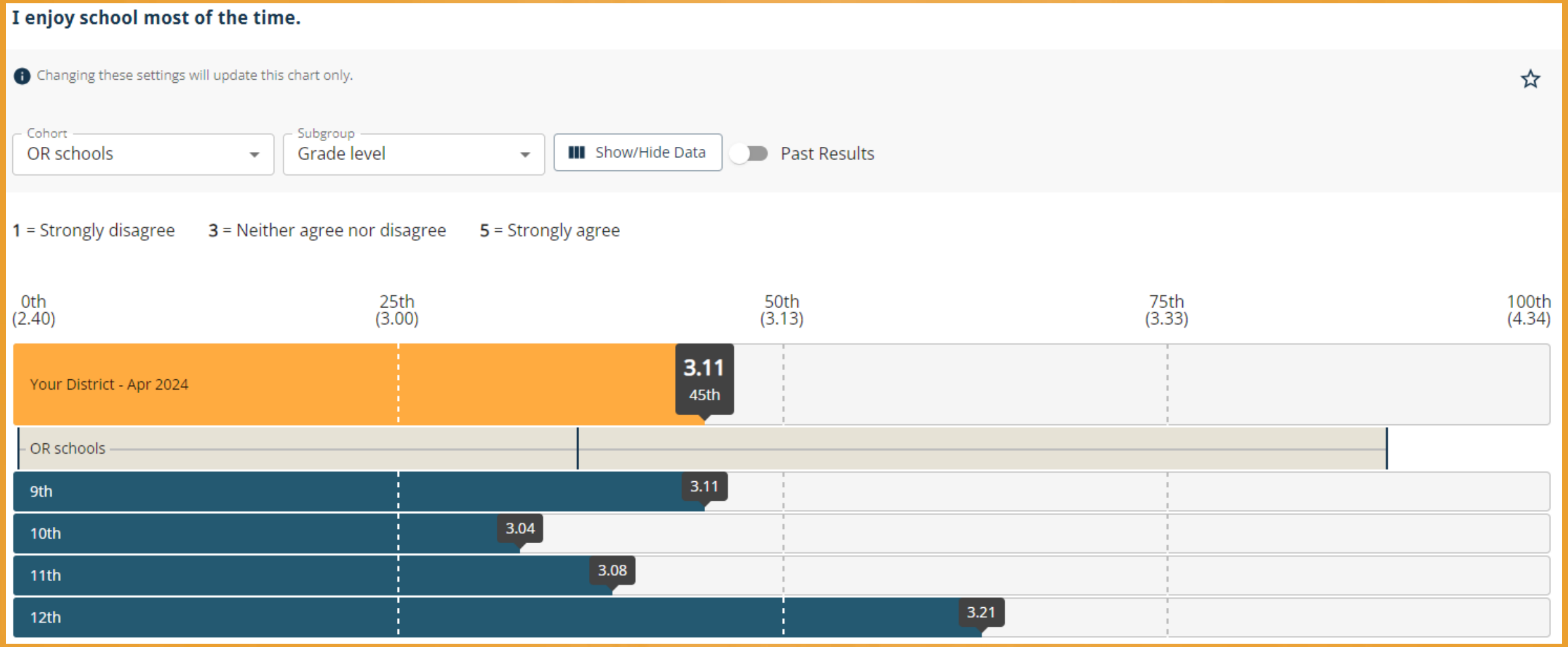
Corvallis High Schools' YT Results

Disaggregated Data:

- 12th grade students rate notably higher than their peers in five out of six themes (not Belonging & Peer Collaboration)
- Nonbinary students rate notably lower than boys and girls in all themes
- While LGBTQ+ students rate lower than their non-LGBTQ+ peers in five out six themes, they actually rate much closer than anticipated. They also rate *higher* in Relationships
- ELL students rate notably higher than their peers in four out of six themes, but notably lower in Belonging & Peer Collaboration
- Black/African-American students and American Indian/Alaska Native students rate lower than their peers in the majority of survey themes (the exception is Native students rate very high in Academic Challenge)

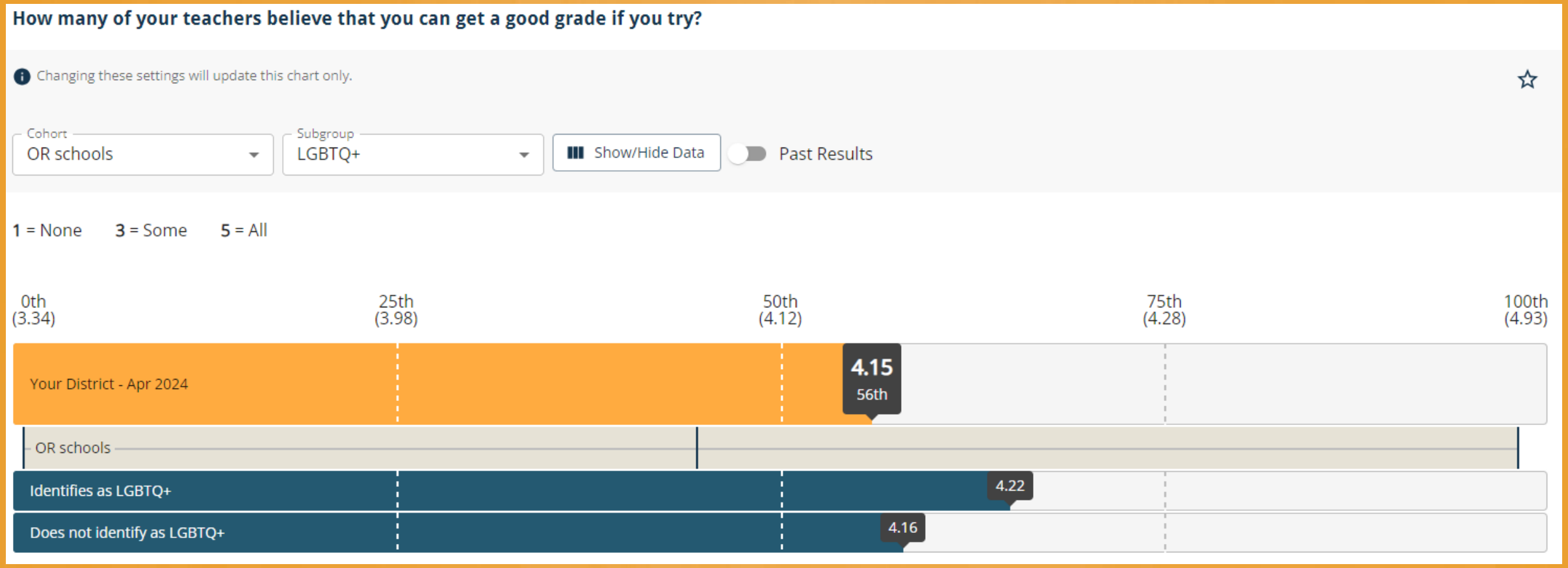
Corvallis High Schools' YT Results

Disaggregated Data – Engagement, Grade Level



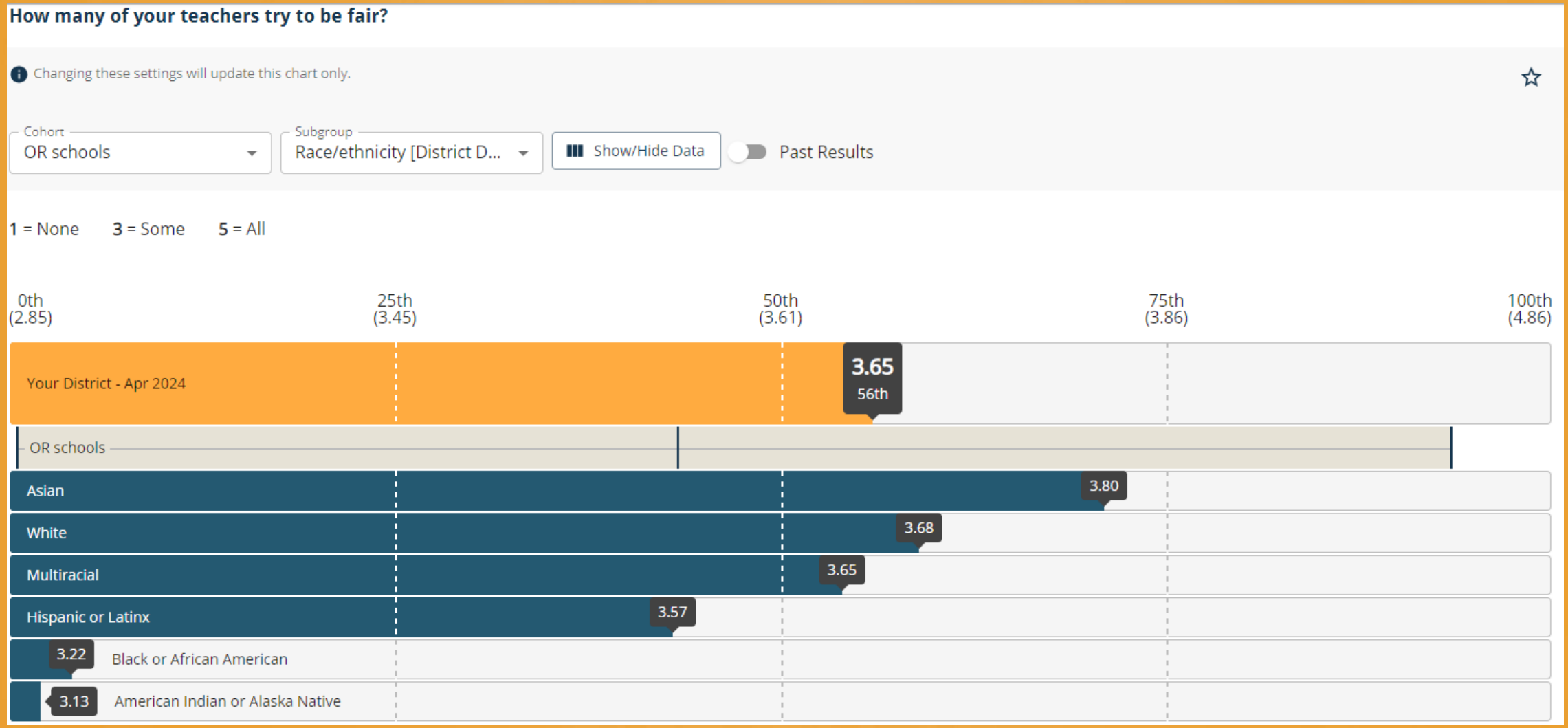
Corvallis High Schools' YT Results

Disaggregated Data – Relationships, LGBTQ+



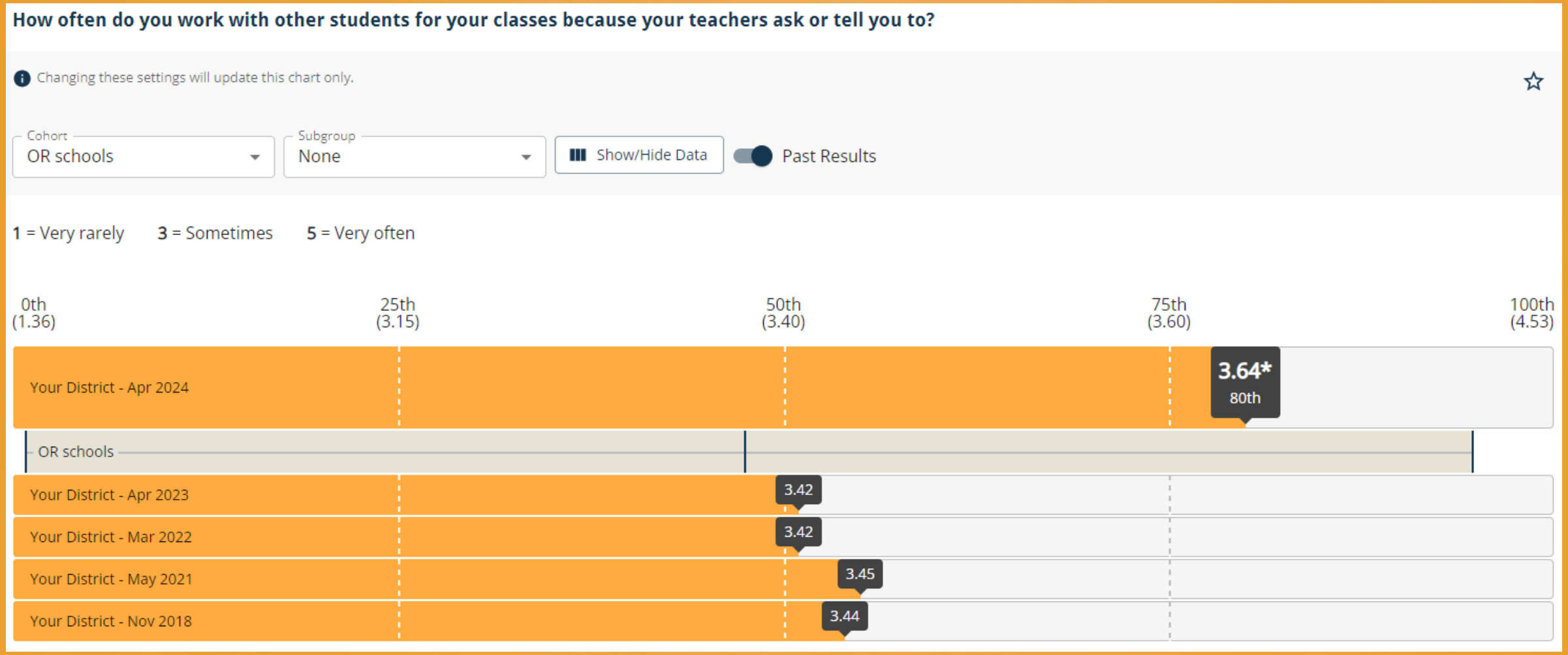
Corvallis High Schools' YT Results

Disaggregated Data – Relationships, Race/Ethnicity



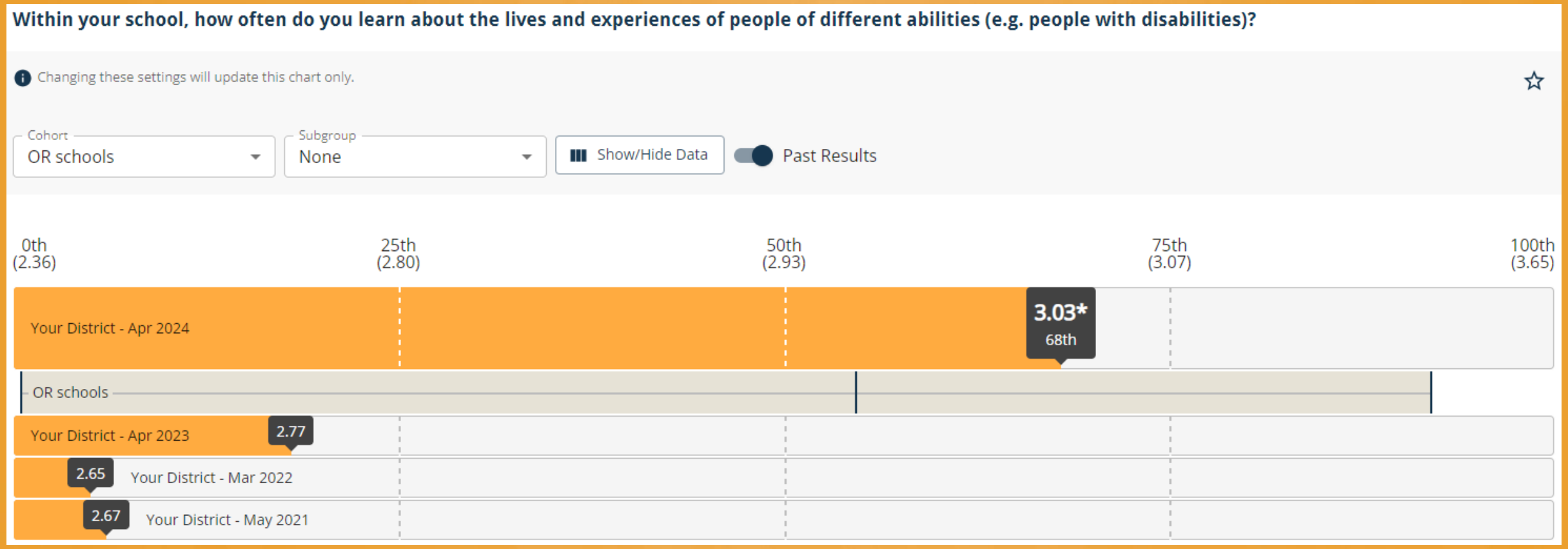
Corvallis High Schools' YT Results

Statistically Significant Findings:



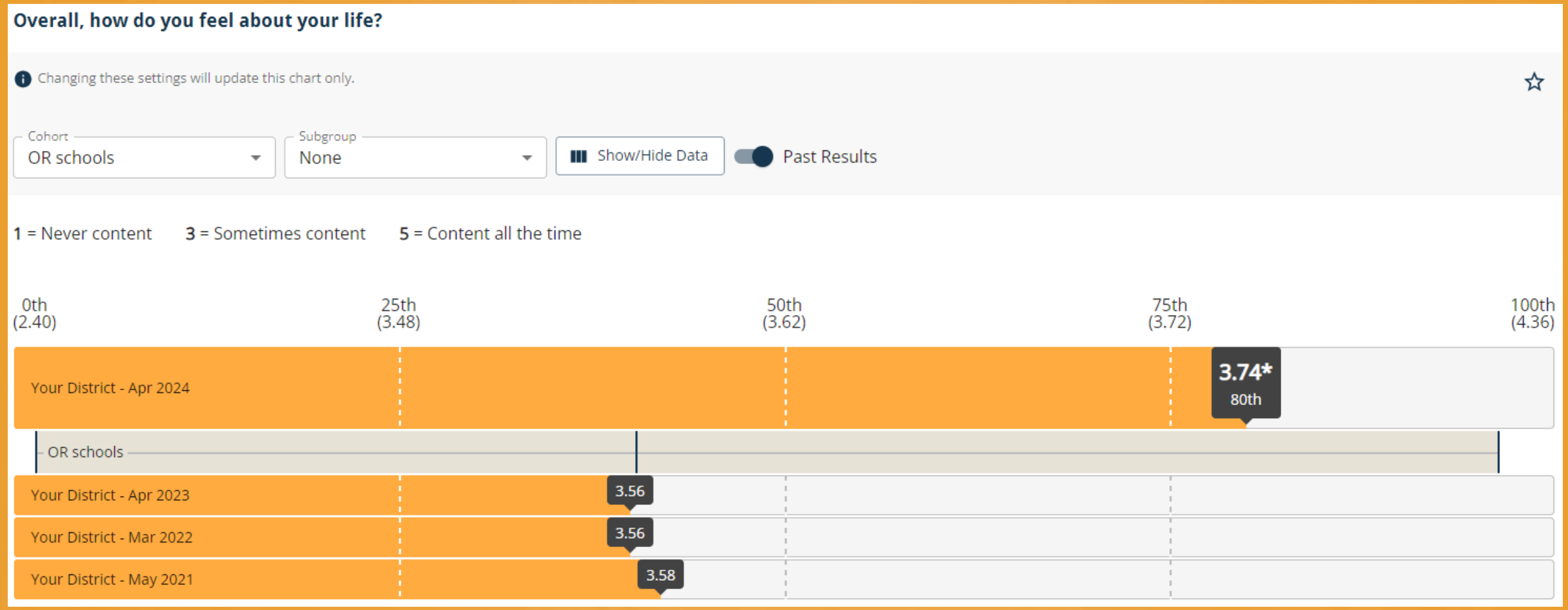
Corvallis High Schools' YT Results

Statistically Significant Findings:



Corvallis High Schools' YT Results

Statistically Significant Findings:



Corvallis High Schools' YT Results

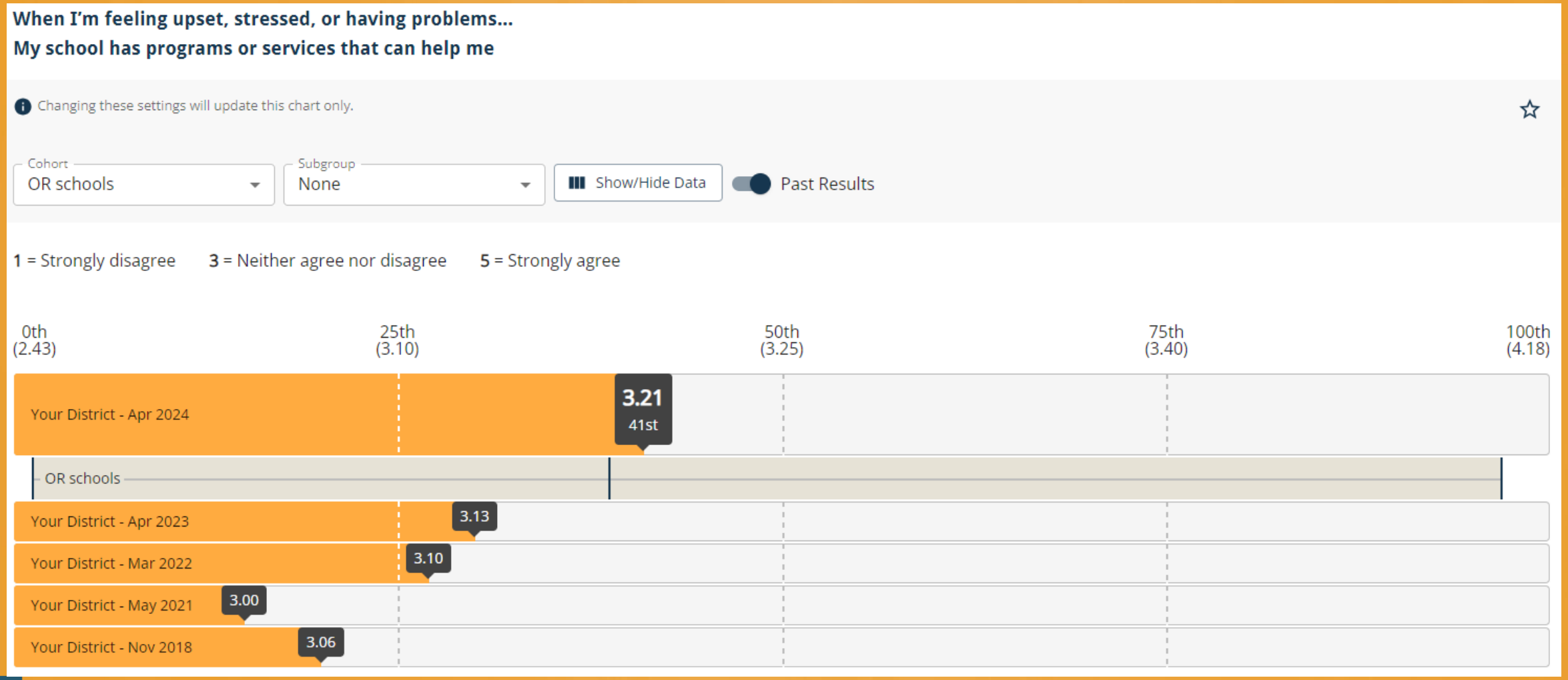
Additional Topics: Civic Readiness, Emotional & Mental Health, Project-Based Learning, Inclusion, Diversity, Math Learning & Mindsets

- Similar to ES and MS, every question in **E&MH** improved from 2023 to 2024
- The lowest rated questions in the Inclusion theme were related to religion, faith, or spiritual beliefs
- Inclusion and Diversity continue to be very highly rated by students across Corvallis high schools

Corvallis High Schools' YT Results

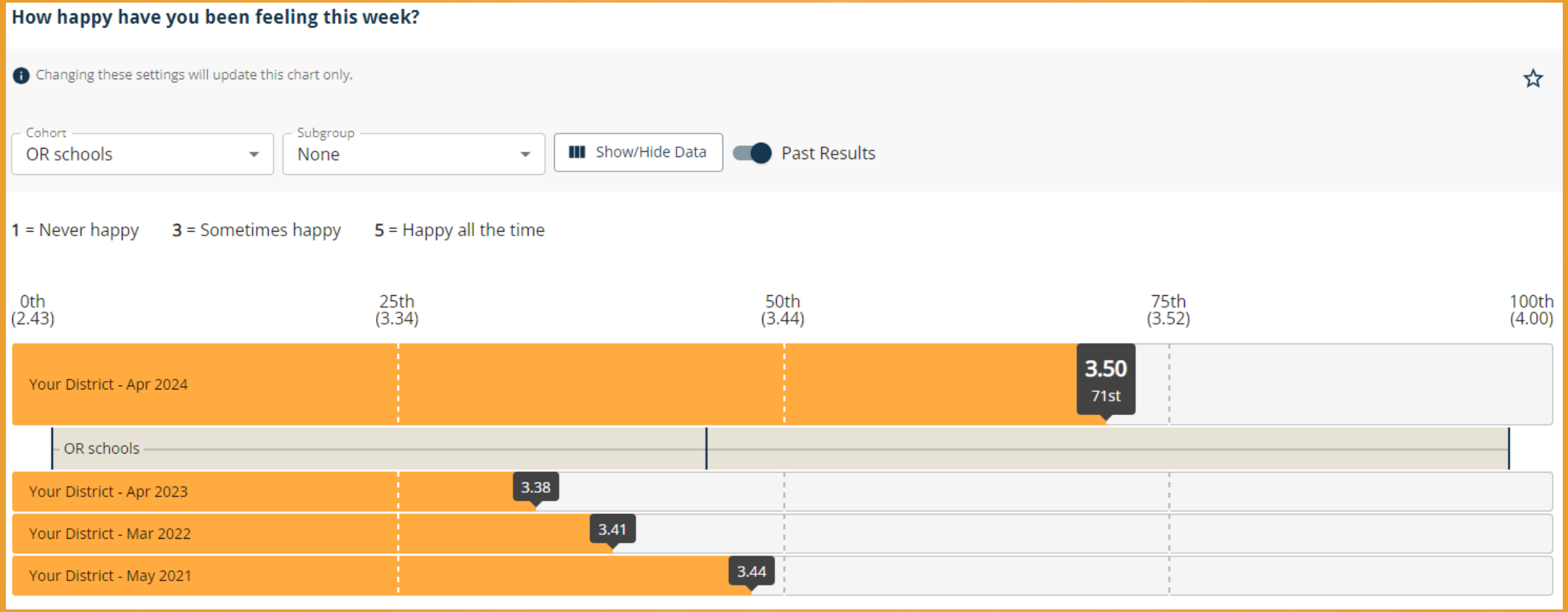
Additional Topics, Emotional & Mental Health:

When I'm feeling upset, stressed, or having problems...
My school has programs or services that can help me



Corvallis High Schools' YT Results

Additional Topics, Emotional & Mental Health:



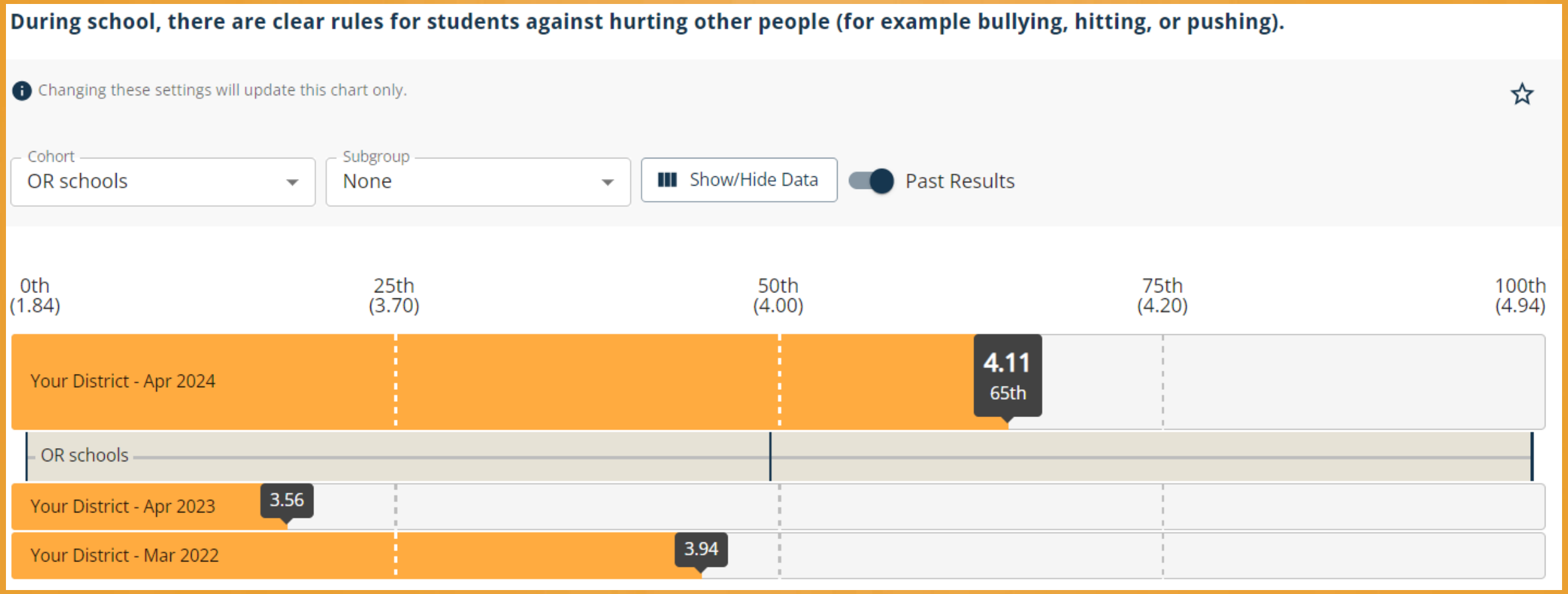
Corvallis Middle Schools' YT Results

(Dis)alignment with Staff Data:

- HUGE improvements in four out of five themes, most notably in School Safety
- Professional Development & Support did improve, but it was the least notable improvement of all core themes
- POC staff rate notably high than non-POC staff in all themes
- LGBTQ+ staff rate notably lower than their non-LGBTQ+ colleagues in Engagement and Relationships

Corvallis High Schools' YT Results

(Dis)alignment with Staff Data: All School Safety questions were below the national median in 2023 and are now above the national median



Corvallis High Schools' YT Results

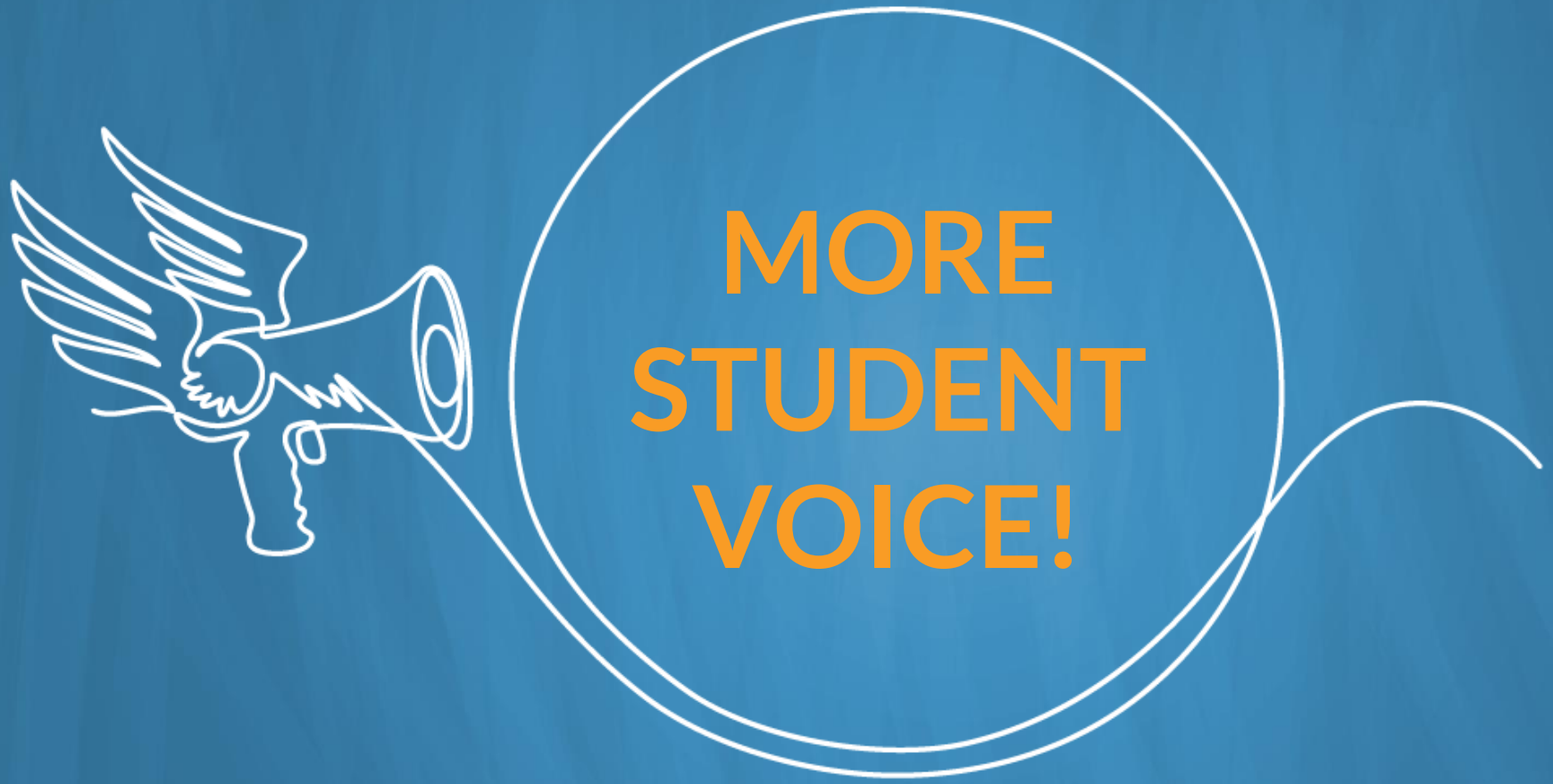
Other Interesting Findings:

- Both Corvallis HS students and staff saw a notable increase in questions related to safety
- Notable "obstacles to learning" trends
  - 53% Feeling depressed, stressed, or anxious (-7%)
  - 43% Extracurricular commitments (+3%)
  - 42% Distractions ta home and family responsibilities (+4%)
  - 7% Not feeling safe at school (-3%)

Reflections and Questions

- What are your general reactions to the data?
- What questions do these data raise for you?
- How does this connect to your personal experience or the assumptions you hold?
- What additional information might be needed to make sense of this information?
- What is a possible next step to address these data? (don't spend too much time on this one, we'll get to this later!)

Break


MORE
STUDENT
VOICE!

YouthTruth Student Workshops

Next Steps: A Discussion

Reflections, Thoughts, Reactions



THANK YOU!

YouthTruth | LISTEN. LEARN. IMPROVE.

Jimmy Simpson, Jr., Director of Partnerships
415.510.2639
jimmys@youthtruthsurvey.org

Corvallis
SCHOOL DISTRICT

III.A. About YouthTruth

III.B. Corvallis School District's 2023-24 YouthTruth Data

IV. OTHER FORMS OF STUDENT VOICE & SURVEYS

YouthTruth Data Utilization: Roadmap for Success 24/25

Looking back: Data Utilization in 23/24

- High School YouthTruth data was used to
  - Identify student needs
  - Create Advisor lessons aligned to student needs and
    - Oregon SEL standards (HB 2166)
    - Higher Education and Career Path Skills credit requirements (SB 3)

23/24 Advisor Themes

Fall

- Self-Awareness
- Collaborative problem solving
- Social Awareness

Winter

- College & Career Readiness
- Academic planning

Spring

- Self-Management
- Responsible decision

24/ 25 Advisor themes

- School success
  - In 23/24 40% of high school students agreed that **when they're feeling upset, stressed, or having problems, their school has programs or services that can help them.** (up from 37%)
- Career and college planning (MajorClarity)
- Academic planning
- Belonging and Purpose (Wayfinder)
  - In 23/24 39% of high school students agreed (4 or 5) that they **really feel like part of their school's community.**

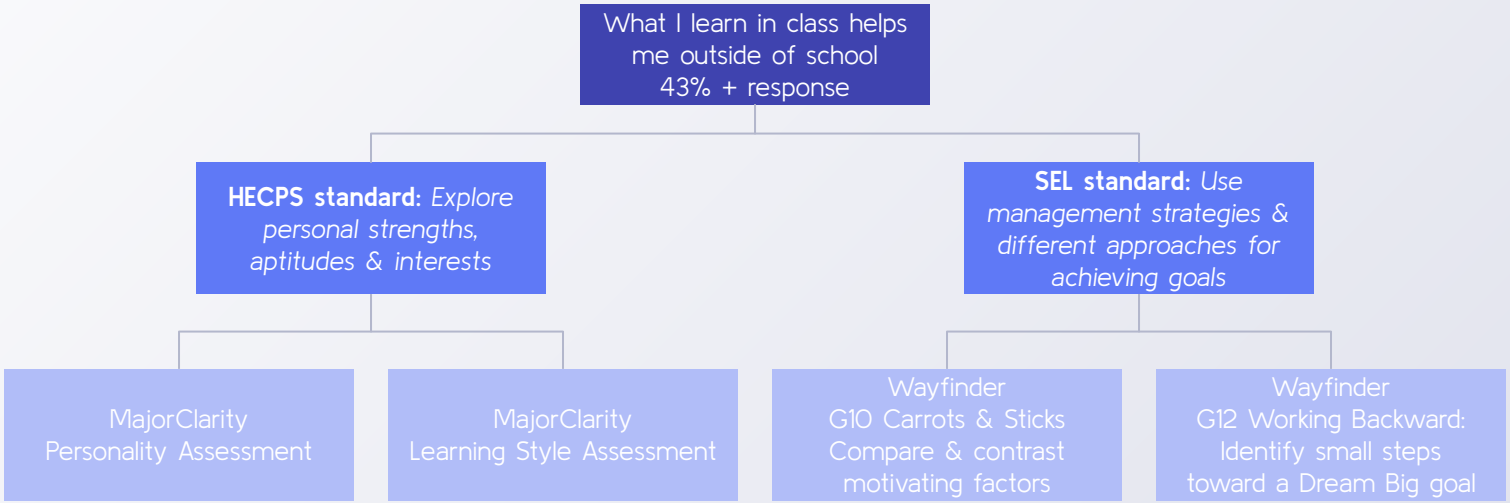
Oregon's SEL Framework (HB 2166)



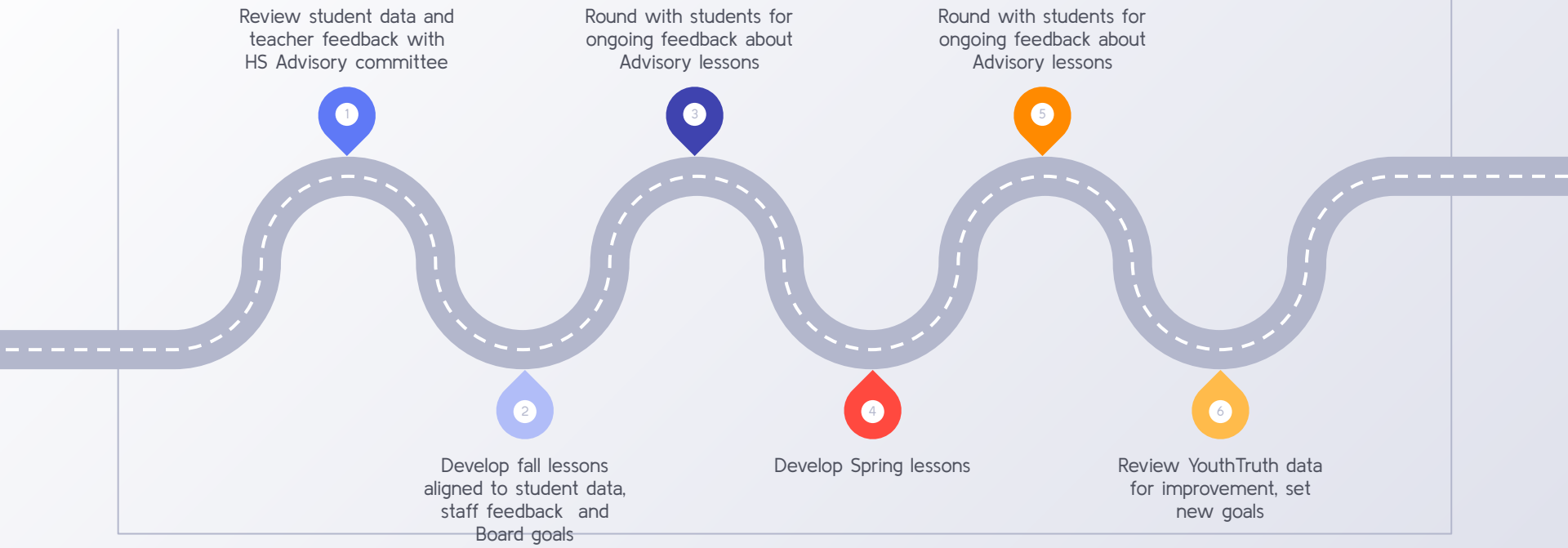
Higher Education & Career Path Skills Standards (SB 3)

- Seeking Assistance and Self-Advocacy
- Career Exploration & Preparation
- Postsecondary Readiness
- Workforce Readiness

From YT data to classroom learning



Roadmap for 24/25



How 24/25 will be different

- HS Advisory Committee
- Teacher voice & feedback
- Teacher PD & Collaboration
- Begin the year with “low risk” topics
- Year 2 MajorClarity Higher Ed and Career Path Skills curriculum
- Year 1 Wayfinder SEL curriculum
- Student voice, including YT student workshops





YT Student Workshops

Marcianne

Youth Truth Student Voice Workshops Process

- Educate the importance of surveys
  - Analyze data
  - Learn protocol for interpreting data/results
- Culminate in students setting goals/creating actions plans.
- Provide recommendations

Youth Truth Student Voice Workshops Groups

- Students 7-11
- Multiple student groups: SAFE, PRIDE, Indigenous student leaders, Black student unions and more!

Youth Truth Student Voice Workshops

- Student Involvement
  - In-charge of promoting YT Survey
  - Create posters, slide decks, present to the CSD Board

Corvallis
SCHOOL DISTRICT

V. USING DATA AND ANTICIPATED OUTCOMES

VI. NEXT STEPS WITH DATA AND STUDENT VOICE

Opening question:

- **For the board members and staff in the room:** What is something you have learned from a child or a teen that made you think about something in a different way?
- **For the students in the room:** What is something you have learned from someone younger than you (or one of your peers) that made you think about something in a different way?

Adolescent Superpowers

How much do you know about adolescent development?

Adolescent & Young Adult Brain Development

- Teen's brains are still under construction (and that's a good thing!)



Adolescent & Young Adult Brain Development

Which part of the brain is <u>least</u> fully developed?

1. Limbic system (emotions and reward processing)
2. Prefrontal cortex (executive function and decision-making)
3. Occipital lobe (vision)
4. Temporal lobe (hearing)



Adolescent & Young Adult Brain Development

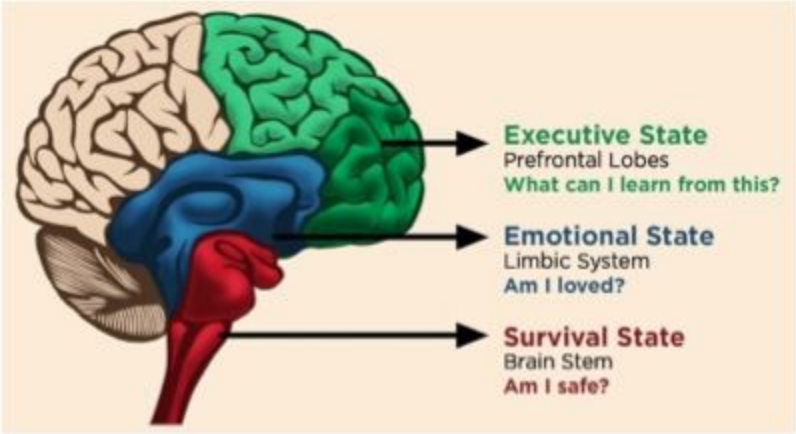
Which part of the brain is the least fully developed?

1. Limbic system (emotions and reward processing)
2. **Prefrontal cortex (executive function and decision-making)**
3. Occipital lobe (vision)
4. Temporal lobe (hearing)



Adolescent & Young Adult Brain Development

- Limbic system is fully developed
  - Area related to emotions, sensations, and reward processing
- Prefrontal cortex is still developing into your 20s and beyond



Adolescent & Young Adult Brain Development

- Teen brains are still developing:
  - **Perspective taking**
  - **Interpreting how others see them** and may misinterpret teasing or mild suggestions as harsh criticism (feeling like an imaginary audience is always watching/judging)
  - **Long-term planning and decision-making**



Adolescent & Young Adult Brain Development

- The lag between limbic system development and prefrontal cortex development is paired with increased sensitivity to…?

1. Endorphins (diminishes pain)
2. Oxytocin (relationships)
3. Dopamine (pleasure-seeking/risk-taking)



Adolescent & Young Adult Brain Development

- The lag between limbic system development and prefrontal cortex development is paired with increased sensitivity to which one?

1. Endorphins (diminishes pain)
2. Oxytocin (relationships – this is related too!)
3. **Dopamine (pleasure-seeking/risk-taking)**



Adolescent & Young Adult Brain Development

- Risk-taking behaviors:
  - **Downsides:** may not have the experience or ability yet to judge whether potential risks are worth the consequences
  - **Upsides:** more willing to take positive risks, like learning new skills, imagining "out of the box" ideas, being courageous, and advocating



Adolescent Brains are AMAZING

- Brain plasticity – the brain's ability to change - is HIGH (second only to the 0-3 period)
  - Physiological impacts of early trauma can be REDUCED
  - Nurturing/supportive relationships and a caring environment can help with REPAIR



Superpowers of Adolescent & Young Adult Brains

- **Ability to learn and heal** (brain plasticity!) is a superpower
- **Focus on the here and now**, reminding us that long-term planning must be paired with immediate impact
- **Understand THEIR context the best**
- **Necessary risk-taking** to be courageous and creative in problem-solving and envisioning what education can and should be



Discussion

- What are you excited about related to engaging student voice in the YouthTruth process and more intentionally across the district?
- What barriers do you anticipate might come up to doing this work well?
- How will we collectively know that we are successful – not only at inviting student voice, but at effectively shaping programs and policy in a way that better centers student voice and experience?

Corvallis
SCHOOL DISTRICT

VII. REFLECTION

VIII. MUDDY CREEK CONTRACT RENEWAL

Corvallis
SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Melissa Harder
Meeting Date: August 22, 2024
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 Corvallis School District entered into a contract to allow the Muddy Creek Charter School to operate as a charter school in the district on November 5, 2007. Since 2007, Corvallis School District has renewed this charter in 2011, 2014, and 2019. The most recent contract between the Corvallis School District and Muddy Creek Charter School is set to expire on June 30, 2024. For the negotiation of the new contract, the District retained services through the Oregon School Boards Association (OSBA) for oversight and review of the renewal and contract negotiation process.

On February 22, 2024, the board held a public hearing on the Muddy Creek charter renewal. All of those who spoke did so in favor of renewing the charter school. Three written comments came in after the hearing. Two were in favor of renewing the charter, and one conveyed concerns over the charter school's provision of special education services.

On March 14, 2024, Kristen Miles from the Oregon School Boards Association presented a full review of Muddy Creek Charter School including data regarding student academic performance, financial performance, and organizational performance. Kristen Miles recommended the renewal of the charter with the following recommendations for the next charter contract:

1. Set specific goals for improvement in ELA and Math for 5th grade. These goals should be growth-oriented and should align with plans for teacher professional development.
2. The board should adopt a plan and process for evaluating the administrator.
3. Develop a plan for serving English Learners.

4. The school and the district should continue to work closely to ensure that the charter school is in compliance with applicable laws, regulations, policies, and the charter contract with respect to students with disabilities. This may involve additional professional development for charter school staff provided by the district, revisions to or review of the school's plan to identify students who may qualify for special education services or additional reporting to the district.

The board voted unanimously on March 14, 2024, to renew the Muddy Creek Charter. Following that vote, the Corvallis School District and Muddy Creek Charter School entered into contract negotiations for the new charter contract.

Melissa Harder, Sarah Danforth, and Kristen Miles worked virtually on revisions to the contract. In addition, Melissa and Sarah met virtually to discuss more nuanced changes to the contract.

On June 3, 2024, district representatives, including board member Chris Hawkins, and representatives from the Muddy Creek Charter School met to discuss a few outstanding language revisions and financial aspects of the contract.

The updated Muddy Creek Charter School Contract was placed on the June 11, 2024 agenda for approval, but during the board meeting that evening, Melissa was informed that the Muddy Creek Charter School Board decided not to approve the draft contract and would be sending new language proposals to the District.

Over the summer, Sarah and Melissa exchanged language in sections 4.11 and 11.6.2. Clarifying language was agreed upon for 4.11. No changes were made to 11.6.2.

Reference Documents

For the review of revisions, district staff have provided an edited version of the contract noting additions and strikeouts as well as a fully edited copy.

Included:
1. Draft with Tracked Changes 2024 - 2029
2. Clean Contract Draft 2024 - 2029

Summary of Contract Revisions

Legal and Other Updates
- Renewal dates were updated to reflect the period of the new contract.
- The enrollment application process language was updated.
- Responsibility for the charter school to report staff sexual misconduct was added.
- New language was added that requires the charter school to take steps to ensure the security of their technology that connects to district technology systems.

- References to Common Core Standards were replaced with references to Oregon State Standards.

Special Education at Muddy Creek Charter School

- The district added language that specified the practices and responsibilities of both the charter school and the district.
- The district added language that describes the role of both the charter school and the district after determining what services a student with disabilities will receive.
- The district added language that outlines what could happen should the charter school not fulfill its responsibilities to students with disabilities.
- The district added language that requires more communication regarding the discipline of students with disabilities and clarifies roles and responsibilities.

Services Provided by the District

The charter school expressed interest in utilizing the district's services related to nursing and health plans, software applications for library inventory, and software applications for staff absence management. The contract language reflects the ability of the charter school to utilize those services for a fee to be paid to the district.

Financial Matters

- The charter school sought an increase in their ADMw percentage, but district staff did not agree to that request given our current financial challenges. Instead, language was added that ensures the district and the charter school will meet to reevaluate the ADMw percentage following the 2025 legislative session.
- The district agreed to increase the reimbursement to the charter school for the total cost of its annual financial audit.

Involvement

Oregon School Boards Association Representation: Kristen Miles
Corvallis School District Board Representation: Chris Hawkins
Corvallis School District Staff: Melissa Harder, Ryan Noss, Lauren Wolfe, Sabrina Wood
Muddy Creek Charter School Board Representation: Patrick Riccolo
Muddy Creek Charter School Staff: Sarah Danforth, Tom Day

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 August 26, 2024 - June 30, 2029, as submitted."

CHARTER SCHOOL CONTRACT

CORVALLIS SCHOOL DISTRICT 509J

AND

INAVALE COMMUNITY PARTNERS INCORPORATED
DBA

MUDDY CREEK CHARTER SCHOOL

August 26, 2024 - June 30, 2029

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  - 2. Effective Date.
  - 3. Renewal.
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    - 4.1 Age and Grade Range.
    - 4.2 Student Population Cap.
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    - 4.7 Open Enrollment.
    - 4.8 Education of Students with Disabilities.
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Exhibit A - Annual Report

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 13th day of June, 2024, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** ("District") and **INAVALE 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 February 22, 2024; 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, 2024 and expires on June 30, 2029.

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, 2028. 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 a change to the mission or academic focus of the Charter School including alignment with Oregon State Standards

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 4.7.5.

4.7.2 **<u>Enrollments</u>**. 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 **<u>Application Process, First Phase of Enrollment Process</u>.**
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 from students exceeds the capacity of a program, class, grade level or building, the public charter school shall select students through an equitable lottery selection process. For the purpose of ameliorating the impact of discrimination against historically underserved students, an equitable lottery selection process may include weights that favor historically underserved students. As used in this paragraph, "historically underserved students" are students who are at risk because of any combination of their race, sex, sexual orientation, gender identity, ethnicity, disability, income level, proficiency in the English language, socioeconomic status or geographic location.

4.7.4 **<u>Enrollment Preferences</u>**. 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 **<u>Special Education Students</u>**.
(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 Charter School's assigned Special Education teacher within two school days, 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, for whom placement at the Charter School is determined by the IEP team to not be appropriate, 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 District shall comply with all federal and state law concerning the education of children under the Individual with Disabilities Education Act. 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. Including but not limited to obligations to uphold IDEA law for students identified or suspected with a disability.

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 services, and placement. If the Charter School does not follow its obligations related to the provision of services on an IEP as it was determined by the IEP team, a Letter of Expectations and Correction may be issued by the District. Continued failure may result in revocation of the charter.

4.8.4 The IEP team, the District, and the Charter School will mutually agree on who will best be suited to deliver services from the IEP. In the case that the Charter School will provide services, under the direction of the Special Education teacher, the Charter School will make its staff available to receive District-provided training if necessary for the delivery of the determined services. Additionally, the Charter will ensure that staff follow through on the committed service delivery, in addition to the oversight from the Special Education teacher and the District's Special Education Director. In the case that the District employees will be providing services, the Charter will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. In all cases, 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 District will solely determine any specialized special education programs that would be offered on site at the Charter School beyond the provision of Special Education services.

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 all District practices for RTI, Evaluation planning, and Eligibility. 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 <u>Minimum Enrollment</u>.

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 <u>Dual Enrollment</u>.

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 report immediately to the District Student Services Department when a student suspected or identified with a disability is suspended for 10 total days. Manifestation Hearings for students suspected or identified with a disability will be facilitated by the Special Education teacher assigned to the Charter School with an expectation that Charter School staff will participate in the Manifestation Hearing. Manifestation Hearings for students who qualify for Section 504 of the Rehabilitation Act of 1973 are the responsibility of the Charter School.

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. The Charter School is responsible for the reporting of staff sexual misconduct in accordance with state law. Reports of staff sexual misconduct must also be reported to the District.

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 District shall charge the Charter School for use of district nursing staff at a rate in alignment with their negotiated contract for the provision of nursing services and/or health and safety training to Charter School employees. This includes the writing of student health plans and the training required to delegate medical care to unlicensed personnel at the Charter School as outlined in student health plans. 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.

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. The District reserves the right to deny services if driver resources are not available within our district service contracts. Attempts will be made to find alternate services, but are not guaranteed. 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 non-charter public 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 and monitoring of former ELL students as well as those who have declined services.

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. Should the Charter choose to enter into an agreement with the District to provide library inventory services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. 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.

4.20 Technology and Cybersecurity.

MCCS, at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to the District's technology systems, including but not limited to student information systems, online curriculum, accounting systems, and any other electronic data storage system that may expose the personally identifiable information of District students or staff. MCCS shall annually train its employees, volunteers, and agents who use such systems on cyber safety (in compliance with local, state, federal, and cybersecurity insurance requirements. Documentation of training provided shall be submitted to the District annually or upon request.

5. Curriculum Alignment.

The learning targets in all content areas will be aligned to the Oregon Standards. Assessments used by the Charter School to measure and monitor student progress will also be based on 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 student average scores 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 student average scores 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, within 90 days of the findings, 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**,** within 90 days of the findings, 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 student average scores 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 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 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). Timing of payments made from the District to the Charter School will follow the guidelines set in ORS 338.155.

(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. The District and the Charter will meet following the 2025 legislative session to reevaluate the ADMw percentage.

(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 ADM**r**. 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 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time.

(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 16th 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 201**9**. 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 20th 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 Sch**o**ol. 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 Charter School will be reimbursed for 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time and 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**.

See Exhibit A

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 may 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 make the decision to close or open as necessary outside of the District's schedule. Any changes to the school calendar must be reported to the District within five school days in order to adjust state required attendance reports.

9.8 Communication.

The Charter School shall be wholly responsible for its own communications services. The Charter School will 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, counselor, 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. Should the Charter choose to enter into an agreement with the District to provide absence management services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. The Corporation shall be responsible for all payroll and benefits services. The District shall monitor staff qualifications and report Charter employee data to the state. The Charter School shall provide needed data to the district for state reporting requirements. 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) to the extent required by law.

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 purposes 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** _____

Dr. Luhui Whitebear, Board Chair
Corvallis School District 509J
1555 SW 35th Street
Corvallis, OR 97333

INAVALE COMMUNITY PARTNERS INCORPORATED
dba MUDDY CREEK CHARTER SCHOOL

By _____ Date _____

Lester Oehler, Board President
Inavale Community Partners
30252 Bellfountain Road
Corvallis, OR 97333

Exhibit A - Annual Report

The annual report shall include:

ACADEMIC

- Oregon report card information:
    - Student performance data per grade reported by:
        - Race/ethnicity
        - Disability status
        - Socioeconomic status
        - ELL status

- School-specific assessment data. This should show growth as well as performance and be reported in the same manner as the data above
    - Non-academic indicators of student success
        - Discipline rates (reported same as above)
        - Attendance rates (reported same as above)

- Action on any corrective action plans and/or recommendations from evaluations (if applicable)

- Results of goals set the previous year

FINANCIAL

- The school's municipal audit
- Cash flow statement
- Budget-to-actual report
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of goals set the previous year

OPERATIONAL

- Names and positions of all board members
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of any goals set the previous year
- New policies adopted since the last annual report
- Results of any staff or family surveys meant to measure satisfaction or school climate

(Version: Draft with Tracked Changes 2024)

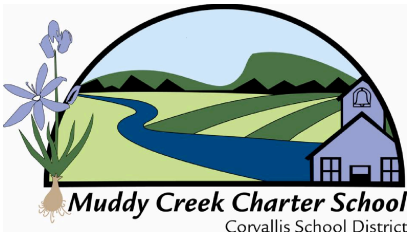
CHARTER SCHOOL CONTRACT

CORVALLIS SCHOOL DISTRICT 509J

AND

INAVALE COMMUNITY PARTNERS INCORPORATED
DBA

MUDDY CREEK CHARTER SCHOOL



~~July 1~~August 26, 20~~19~~24 - June 30, 20~~24~~29

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Exhibit A - Annual Report

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this ~~DATE day of May, 2019~~13th day of June, 2024, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** ("District") and **INAVALE 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~~ February 22, 2024; 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~~ July 1, 2024 and expires on June 30, 2029.

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~~ October

1, 2028. 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.~~ A fundamental change is defined as a change to the mission or academic focus of the Charter School including alignment with Oregon State Standards

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 4.7.5.

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.~~If the number of applications from students exceeds the capacity of a program, class, grade level or building, the public charter school shall select students through an equitable lottery selection process. For the purpose of ameliorating the impact of discrimination against historically underserved students, an equitable lottery selection process may include weights that favor historically underserved students. As used in this paragraph, "historically underserved students" are students who are at risk because of any combination of their race, sex, sexual orientation, gender identity, ethnicity, disability, income level, proficiency in the English language, socioeconomic status or geographic location.

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, (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,~~ Charter School's assigned Special Education teacher within two school days, 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.~~ Students residing out of district, for whom placement at the Charter School is determined by the IEP team to not be appropriate, 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 District shall comply with all federal and state law concerning the education of children under the Individual with Disabilities Education Act. 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. Including but not limited to obligations to uphold IDEA law for students identified or suspected with a disability.

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~~ services, and placement. If the Charter School does not follow its obligations related to the provision of services on an IEP as it was determined by the IEP team, a Letter of Expectations and Correction may be issued by the District. Continued failure may result in revocation of the charter.

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.~~ The IEP team, the District and the Charter School will mutually agree to who will best be suited to deliver services from the IEP. In the case that the Charter School will provide services, under the direction of the Special Education teacher, the Charter School will make its staff available to receive District-provided training if necessary for the delivery of the determined services. Additionally, the Charter will ensure that staff follow through on the committed service delivery, in addition to the oversight from the Special Education teacher and the District's Special Education Director. In the case that the District employees will be providing services, the Charter will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. In all cases, 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.~~ District will solely determine any specialized special education programs that would be offered on site at the Charter School beyond the provision of Special Education services.

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~~ all District practices for RTI, Evaluation planning, and Eligibility. 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 report immediately to the District Student Services Department when a student suspected or identified with a disability is suspended for 10 total days. Manifestation Hearings for students suspected or identified with a disability will be facilitated by the Special Education teacher assigned to the Charter School with an expectation that Charter School staff will participate in the Manifestation Hearing. Manifestation Hearings for students who qualify for Section 504 of the Rehabilitation Act of 1973 are the responsibility of the Charter School.

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. The Charter School is responsible for the reporting of staff sexual misconduct in accordance with state law. Reports of staff sexual misconduct must also be reported to the District.

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~~. The District shall charge the Charter School for use of district nursing staff at a rate in alignment with their negotiated contract for the provision of nursing services and/or health and safety training to Charter School employees. This includes the writing of student health plans and the training required to delegate medical care to unlicensed personnel at the Charter School as outlined in student health plans. 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. The District reserves the right to deny services if driver resources are not available within our district service contracts. Attempts will be made to find alternate services, but are not guaranteed. 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~~ non-charter public 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 and monitoring of former ELL students as well as those who have declined services.

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.~~ Should the Charter choose to enter into an agreement with the District to provide library inventory services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. 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.

4.20 Technology and Cybersecurity.

MCCS, at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to the District's technology systems, including but not limited to student information systems, online curriculum, accounting systems, and any other electronic data storage system that may expose the personally identifiable information of District students or staff. MCCS shall annually train its employees, volunteers, and agents who use such systems on cyber safety (in compliance with local, state, federal, and cybersecurity insurance requirements. Documentation of training provided shall be submitted to the District annually or upon request.

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.~~ The learning targets in all content areas will be aligned to the Oregon Standards. Assessments used by the Charter School to measure and monitor student progress will also be based on 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~~ student average scores 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~~ student average scores 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, within 90 days of the findings, 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**,** within 90 days of the findings, 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~~ student average scores 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). Timing of payments made from the District to the Charter School will follow the guidelines set in ORS 338.155.

(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. The District and the Charter will meet following the 2025 legislative session to reevaluate the ADMw percentage.

(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 ADM**r**. 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.~~ The Charter School will be reimbursed for 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time.

(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 16th 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 201**9**. 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 20th 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 Sch**o**ol. 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~~ The Charter School will be reimbursed for 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time and 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**.

See Exhibit A

~~**9.5.1** The Charter School will submit an annual report by Decem**ber 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~~ may 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.~~ make the decision to close or open as necessary outside of the District's schedule. Any changes to the school calendar must be reported to the District within five school days in order to adjust state required attendance reports.

9.8 Communication.

The Charter School shall be wholly responsible for its own communications services. The Charter School ~~may~~ will 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, counselor, 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. Should the Charter choose to enter into an agreement with the District to provide absence management services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. The Corporation shall be responsible for all payroll and benefits services. The District shall monitor staff qualifications and report Charter employee data to the state. The Charter School shall provide needed data to the district for state reporting requirements. 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) to the extent required by law. ~~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 purposes 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** _____

Dr. Luhui Whitebear, Board Chair
Corvallis School District 509J
1555 SW 35th Street
Corvallis, OR 97333

INAVALE COMMUNITY PARTNERS INCORPORATED
dba MUDDY CREEK CHARTER SCHOOL

By _____ Date _____

Lester Oehler, Board President
Inavale Community Partners
30252 Bellfountain Road
Corvallis, OR 97333

Exhibit A - Annual Report

The annual report shall include:

ACADEMIC

- Oregon report card information:
    - Student performance data per grade reported by:
        - Race/ethnicity
        - Disability status
        - Socioeconomic status
        - ELL status

- School-specific assessment data. This should show growth as well as performance and be reported in the same manner as the data above
    - Non-academic indicators of student success
        - Discipline rates (reported same as above)
        - Attendance rates (reported same as above)

- Action on any corrective action plans and/or recommendations from evaluations (if applicable)

- Results of goals set the previous year

FINANCIAL

- The school's municipal audit
- Cash flow statement
- Budget-to-actual report
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of goals set the previous year

OPERATIONAL

- Names and positions of all board members
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of any goals set the previous year
- New policies adopted since the last annual report
- Results of any staff or family surveys meant to measure satisfaction or school climate

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CHARTER SCHOOL CONTRACT

CORVALLIS SCHOOL DISTRICT 509J

AND

INAVALE COMMUNITY PARTNERS INCORPORATED DBA

MUDDY CREEK CHARTER SCHOOL

August 26, 2024 - June 30, 2029

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CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 13th day of June, 2024, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** ("District") and **INAVALE 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 February 22, 2024; 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, 2024 and expires on June 30, 2029.

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, 2028. The request will state the requested length of the renewal term as well as any substantive changes to

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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 a change to the mission or academic focus of the Charter School including alignment with Oregon State Standards

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

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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 4.7.5.

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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 from students exceeds the capacity of a program, class, grade level or building, the public charter school shall select students through an equitable lottery selection process. For the purpose of ameliorating the impact of discrimination against historically underserved students, an equitable lottery selection process may include weights that favor historically underserved students. As used in this paragraph, "historically underserved students" are students who are at risk because of any combination of their race, sex, sexual orientation, gender identity, ethnicity, disability, income level, proficiency in the English language, socioeconomic status or geographic location.

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 Charter School's assigned Special Education teacher within two school days, 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, for whom placement at the Charter School is determined by the IEP team to not be appropriate, 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 District shall comply with all federal and state law concerning the education of children under the Individual with Disabilities Education Act. 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. Including but not limited to obligations to uphold IDEA law for students identified or suspected with a disability.

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 services, and placement. If the Charter School does not follow its obligations related to the provision of services on an IEP as it was determined by the IEP team, a Letter of Expectations and Correction may be issued by the District. Continued failure may result in revocation of the charter.

4.8.4 The IEP team, the District, and the Charter School will mutually agree on who will best be suited to deliver services from the IEP. In the case that the Charter School will provide services, under the direction of the Special Education teacher, the Charter School will make its staff available to receive District-provided training if necessary for the delivery of the determined services. Additionally, the Charter will ensure that staff follow through on the committed service delivery, in addition to the oversight from the Special Education teacher and the District's Special Education Director. In the case that the District employees will be providing services, the Charter will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. In all cases, the District will allow access to Charter School staff for any special education training and professional development offered to District staff.

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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 District will solely determine any specialized special education programs that would be offered on site at the Charter School beyond the provision of Special Education services.

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 all District practices for RTI, Evaluation planning, and Eligibility. 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 report immediately to the District Student Services Department when a student suspected or identified with a disability is suspended for 10 total days. Manifestation Hearings for students suspected or identified with a disability will be facilitated by the Special Education teacher assigned to the Charter School with an expectation that Charter School staff will participate in the Manifestation Hearing. Manifestation Hearings for students who qualify for Section 504 of the Rehabilitation Act of 1973 are the responsibility of the Charter School.

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. The Charter School is responsible for the reporting of staff sexual misconduct in accordance with state law. Reports of staff sexual misconduct must also be reported to the District.

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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 District shall charge the Charter School for use of district nursing staff at a rate in alignment with their negotiated contract for the provision of nursing services and/or health and safety training to Charter School employees. This includes the writing of student health plans and the training required to delegate medical care to unlicensed personnel at the Charter School as outlined in student health plans. 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.

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. The District reserves the right to deny services if driver resources are not available within our district service contracts. Attempts will be made to find alternate services, but are not guaranteed. 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.

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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 non-charter public 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 and monitoring of former ELL students as well as those who have declined services.

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. Should the Charter choose to enter into an agreement with the District to provide library inventory services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. 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.

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4.20 **Technology and Cybersecurity.**

MCCS, at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to the District's technology systems, including but not limited to student information systems, online curriculum, accounting systems, and any other electronic data storage system that may expose the personally identifiable information of District students or staff. MCCS shall annually train its employees, volunteers, and agents who use such systems on cyber safety (in compliance with local, state, federal, and cybersecurity insurance requirements. Documentation of training provided shall be submitted to the District annually or upon request.

5. **Curriculum Alignment.**

The learning targets in all content areas will be aligned to the Oregon Standards. Assessments used by the Charter School to measure and monitor student progress will also be based on 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 student average scores 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 student average scores 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, within 90 days of the findings, 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.

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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, within 90 days of the findings, 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 student average scores 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 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 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.

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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). Timing of payments made from the District to the Charter School will follow the guidelines set in ORS 338.155.

(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. The District and the Charter will meet following the 2025 legislative session to reevaluate the ADMw percentage.

(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

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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 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time.

(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 16th 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.

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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 20th 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.

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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 Charter School will be reimbursed for 50% of the actual audit costs after submitting an invoice to the District and ensuring that all required fiscal reports are submitted on time and 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

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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.

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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.

See Exhibit A

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.

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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 may 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 make the decision to close or open as necessary outside of the District's schedule. Any changes to the school calendar must be reported to the District within five school days in order to adjust state required attendance reports.

9.8 Communication.

The Charter School shall be wholly responsible for its own communications services. The Charter School will 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, counselor, 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

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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. Should the Charter choose to enter into an agreement with the District to provide absence management services, the District and Charter will meet to negotiate requirements, costs, and a fee schedule. The Corporation shall be responsible for all payroll and benefits services. The District shall monitor staff qualifications and report Charter employee data to the state. The Charter School shall provide needed data to the district for state reporting requirements. 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

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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) to the extent required by law.

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,

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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.

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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.

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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 purposes 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.

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

CORVALLIS SCHOOL DISTRICT 509J

By _____ Date 08/22/24

Dr. Luhui Whitebear, Board Chair
Corvallis School District 509J
1555 SW 35th Street
Corvallis, OR 97333

INAVALE COMMUNITY PARTNERS INCORPORATED
dba MUDDY CREEK CHARTER SCHOOL

By DocuSigned by: Lester Oehler Date 8/28/2024 | 12:29 PM PDT

Lester Oehler, Board President
Inavale Community Partners
30252 Bellfountain Road
Corvallis, OR 97333

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Exhibit A - Annual Report

The annual report shall include:

ACADEMIC

- Oregon report card information:
  - Student performance data per grade reported by:
    - Race/ethnicity
    - Disability status
    - Socioeconomic status
    - ELL status

- School-specific assessment data. This should show growth as well as performance and be reported in the same manner as the data above
  - Non-academic indicators of student success
    - Discipline rates (reported same as above)
    - Attendance rates (reported same as above)

- Action on any corrective action plans and/or recommendations from evaluations (if applicable)

- Results of goals set the previous year

FINANCIAL

- The school's municipal audit
- Cash flow statement
- Budget-to-actual report
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of goals set the previous year

OPERATIONAL

- Names and positions of all board members
- Results of any corrective action plans and/or recommendations from evaluations (if applicable)
- Results of any goals set the previous year
- New policies adopted since the last annual report
- Results of any staff or family surveys meant to measure satisfaction or school climate

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Certificate Of Completion

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Envelope Originator:
Kristin Mahoney
1555 SW 35TH STREET
CORVALLIS, OR 97333
kristin.mahoney@corvallis.k12.or.us
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	Signature Adoption: Pre-selected Style Using IP Address: 173.8.205.137	

Electronic Record and Signature Disclosure:
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ID: 7b6c1730-72d4-4936-ac99-990c4f63d090

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/27/2024 9:03:13 AM
Certified Delivered	Security Checked	8/28/2024 12:29:16 PM
Signing Complete	Security Checked	8/28/2024 12:29:59 PM
Completed	Security Checked	8/28/2024 12:29:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Corvallis School District 509J (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Corvallis School District 509J:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jennifer.schroeder@corvallis.k12.or.us

To advise Corvallis School District 509J of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.schroeder@corvallis.k12.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Corvallis School District 509J

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jennifer.schroeder@corvallis.k12.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Corvallis School District 509J

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jennifer.schroeder@corvallis.k12.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Corvallis School District 509J as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Corvallis School District 509J during the course of your relationship with Corvallis School District 509J.

Corvallis
SCHOOL DISTRICT

IX. CONSOLIDATED ACTION

IX.A. Ratify 2024-25 Organizational Actions

Corvallis
SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Kim Nelson, Board Secretary
Meeting Date: August 22, 2024
Applicable Policy: Board Policy BC/BCA – Board Organization/Board Organizational Meeting

Ratify 2024-25 Organizational Actions — ACTION REQUESTED

Background

The Board is required to take action on certain organizational items no later than July 1 of each fiscal year. Because the Corvallis School Board's first meeting each fiscal year does not occur until August, the Board takes action in the prior fiscal year and then ratifies those actions at its August meeting as a formality. The annual organizational items are:

1. Resolution No. 24-0602 – Designation of District Officers, Clerks, Agents, and Depositories of Funds (2024-25 Organizational Resolution.)
2. Election of Board officers for 2024-25.

ACTION REQUESTED:

Ratify the 2024-25 actions taken in the prior fiscal year.

MOTION REQUESTED:

"I move to ratify the 2024-25 actions that were taken by the Board at the June 13, 2024, board meeting."

Corvallis
SCHOOL DISTRICT

IX.B. Revise 2024-25 Board Meeting Schedule

Corvallis
SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Kim Nelson, Board Secretary
Meeting Date: August 22, 2024

ACTION REQUESTED

2024-2025 Board of Directors Meeting Schedule – Revised (Updated)

Background

Attached is the 2024-2025 Board of Directors meeting schedule, adopted at the June 13, 2024, board meeting. Due to scheduling conflicts, we request the following changes to the 2024-25 board meeting schedule:

- Move the November 7, 2024, meeting to November 5, 2024, due to a conflict with the Oregon School Boards Association (OSBA) Annual Conference.
- Consolidate the March 6, 2024, meeting with the March 20, 2024, meeting due to a conflict for both the Superintendent and Assistant Superintendent. We considered adding a meeting on March 13; however, this date coincides with Holi, a Hindu holiday.
- Move the June 5, 2024, meeting to June 12, 2024, due to a conflict with the College Hill graduation.

ACTION REQUESTED

Adopt the revised 2024-25 Board of Directors meeting schedule.

MOTION REQUESTED

"I move to adopt the revised 2024-25 Board of Directors meeting schedule, as submitted."

Corvallis SCHOOL DISTRICT

Board of Directors
2024-25 Meeting Schedule
(Revised 08/22/24 - Draft)

A	August 22, 2024 – Retreat
S	September 5, 2024 – Business Meeting
	September 19, 2024 – Special Meeting
O	October 10, 2024 – Business Meeting
	October 24, 2024 – Special Meeting
~~N~~	November 5 ~~7~~, 2024 – Business Meeting *Suggested change.*
	November 21, 2024 – Special Meeting (SIP)
D	December 12, 2024 – Business Meeting
	December 19, 2024 – Special Meeting (SIP)
J	January 9, 2025 – Business Meeting
	January 16, 2025 – Special Meeting
F	February 6, 2025 – Business Meeting
	February 20, 2025 – Special Meeting
M	~~March 6, 2025 – Business Meeting~~ *Combine with March 20, 2025*
	March 20, 2025 – Special Meeting
A	April 10, 2025 – Business Meeting
	April 24, 2025 – Budget Committee Meeting
M	May 8, 2025 – Business Meeting
	May 15, 2025 – Budget Committee Meeting
	May 22, 2025 – Budget Committee Meeting
J	June 12 ~~5~~, 2025 – Business Meeting *Suggested change.*

Meetings generally begin at 6:30 p.m. in the CSD District Office boardroom. 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. For more information, contact Kim Nelson at 541-757-5841 or kim.nelson@corvallis.k12.or.us.

Corvallis
SCHOOL DISTRICT

IX.C. Minutes

IX.C.1. June 13, 2024

MINUTES
Business Meeting of the
BOARD OF DIRECTORS
Corvallis School District 509J

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:41 p.m. in the Gymnasium of Lincoln Elementary School, 110 SE Alexander Avenue, Corvallis, OR 97333. The secretary recorded those present as listed below.

BOARD MEMBERS PRESENT	EXECUTIVE STAFF PRESENT
Luhui Whitebear, Ph.D., Chair	Ryan Noss, D.Ed., Superintendent
Terese Jones, Co-Vice Chair	Melissa Harder, Assistant Superintendent
Sarah Finger McDonald, Ph.D.	Jennifer Duvall, Human Resources Director
Sami Al-Abdrabbuh, Ph.D.	Kim Patten, Operations Director
Shauna Tominey, Ph.D., Co-Vice Chair	Lauren Wolfe, Finance Director
Chris Hawkins	
Judah Largent	
BOARD MEMBERS EXCUSED	

A quorum was present, and due notice had been published.

II. BOARD MEMBER REPORTS

Board members shared the following updates.

Director Hawkins:

- Attended the DLI graduation celebration.
- Attended the Native Student Graduation celebration; there was so much honor and tradition.
- Attended Wing graduation and noted the special connections with staff.
- Attended the College Hill Graduation which featured personal stories from staff.
- Attended CHS Graduation, they emphasized culture and honor.
- Attended CVHS Graduation which was marked by so much pride.

Director Al-Abdrabbuh:

- Echoed comments provided by Director Hawkins regarding graduation celebrations.
- Hosted a City Government Corner and heard concerns and comments from community members.
- Announced that a three-year tentative agreement was reached on May 22 between the

Oregon School Employee Association (OSEA) and the district bargaining team and expressed that it was a privilege to serve as the Board designee for the negotiations.
- Attended the Native Students, DLI, and Wings Graduations and noted the unique journeys of students.

Co-Vice Chair Tominey
- Echoed Director Hawkins' comments and highlighted the meaningful end-of-year celebrations and discussions about future plans and goals.
- Appreciated many of the end-of-year music performances.

Chair Whitebear
- Attended Native Students, DLI, and CHS graduations and echoed comments from other board members.
- Participated in the last District Diversity Equity Inclusion (DEDI) and District Equity Leadership Team Advisory (DELTA) meetings of the year.
- Thanked the Lincoln Elementary, Theater, and Technology staff for their hard work hosting and supporting board meetings over the past two years.

III. OREGON SCHOOL BOARDS ASSOCIATION (OSBA) AND NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) UPDATES

Director Al-Abdrabbuh provided a written report before the meeting and shared highlights. (The written report is posted online with the informational packet of this meeting and will be filed with the official 2023-24 board records.)

IV. SUPERINTENDENT'S REPORT

Superintendent Noss read from a written report providing key highlights of events happening throughout the district and answered questions from the Board. (The written report is posted online with the informational packet of this meeting and will be filed with the official 2023-24 board records.)

Co-Vice Chair Jones joined the meeting at 6:54 p.m.

V. PUBLIC HEARING FOR PUBLIC TESTIMONY ON THE 2024-25 BUDGET

Gabriela Castro, CSD parent, suggested reductions in other classes to support keeping art class offerings.

Gabriela Roque Castro, CSD student, emphasized the importance of celebrating the arts and suggested reducing other class options to support art.

VI. RESOLUTION NO. 24-0601: ADOPT BUDGET, MAKE APPROPRIATIONS, IMPOSE PROPERTY TAXES AND CATEGORY TAXES

Finance Director Lauren Wolfe provided the document to the Board for review prior to the meeting. Superintendent Noss and Ms. Wolf answered questions from the Board. (The document is posted online with the informational packet of this meeting and will be filed with the official

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2023-24 board records.)

MOTION:
Director Al-Abdrabbuh moved, and Co-Vice Chair Jones seconded, that Resolution No. 24-0601 be adopted to adopt the budget, making appropriations, impose property taxes, and categorize taxes for the 2024-25 fiscal year. The motion was voted on and passed unanimously.

VII. PUBLIC COMMENT

Dana Zachary, Corvallis resident, shared that she has experienced antisemitism in our community; micro and macro aggressions are happening in our schools and emphasized the need for students to feel safe and the importance of fighting hate of all kinds.

Genevieve Raich, Corvallis resident, expressed concerns about the district's support for Jewish students and the presence of antisemitism and shared that students feel they have to hide their Jewish heritage.

Eduardo "Ted" McCann, CSD librarian, emphasized the importance of access to books for children's learning and well-being. He shared stories illustrating how reading positively impacts students' lives.

Michel Wiman, a Corvallis resident and parent who is also an OR Battle Of The Books coach, stated that the program will not continue next year under the 2024-25 budget. She advocated for funding reading, arts, and skills trainers, emphasizing the need for creative funding solutions, and presented a petition. (The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

Keith Moses, CVHS art teacher, expressed concern over reduced support for PE and the arts, calling for more transparency about school restructuring and emphasizing the importance of the arts for student identity and self-expression.

Chris Cavagnaro, CSD Skills trainer, shared concerns about cutting skills trainers and highlighted their role in helping students regulate emotions, build social skills, and seek help appropriately, noting that they work closely with SPED students.

Keta Tom, Corvallis resident, spoke in support of music and art programs, emphasizing their importance as integral parts of a complete curriculum.

Nancy Rohn, Corvallis resident, expressed support for access to music, arts, and sports programs, emphasizing their role in leveling the playing field for students. Additionally, she advocated for health education.

Pattie VonGlahn, Corvallis resident, urged the district to explore innovative funding solutions for music and art programs and proposed using volunteers to support library services.

The Board took a break and then resumed the meeting.

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VIII. RATIFY CONTRACT WITH OREGON SCHOOL EMPLOYEES ASSOCIATION (OSEA)

Human Resources Director Jennifer Duvall provided the document to the Board for review prior to the meeting. (The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 board records.)

MOTION:
Director Al-Abdrabbuh moved, and Director Largent seconded the approval of the contract with the Oregon School Employees Association (OSEA) for 2024-2027. The motion was voted on and passed unanimously.

IX. MUDDY CREEK CONTRACT RENEWAL

This item was pulled from the agenda.

X. BOARD SELF-EVALUATION REPORT

Kristen Miles, Oregon School Boards Association, joined the Board to review the summary of a self-evaluation survey board members had completed and engaged in discussion with the Board. (The document and slides are posted online with the information packet of this meeting and will be filed with the official 2023-24 board records.)

XI. CONSOLIDATED ACTION

MOTION:
Director Finger McDonald moved, and Director Jones seconded the approval of the Consolidated Action items. The motion was voted on and passed unanimously.

A. **Resolution No. 24-0602 - Designation of District Officers, Clerks, Agents, and Depositories of Funds (2024-25 Organizational Resolution) – (**The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

B. **Resolution No. 24-0603 - Annual Self-Certification to Increase Federal Micro-Purchase Threshold** (The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

C. **Insurance Renewals for 2024-25 – (**The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

D. **Revise 2024-25 School Calendar Spring Conference Dates – (**The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

E. **Revise 2024-25 Board of Directors Meeting Schedule – (**The document is posted online with the information packet of this meeting and will be filed with the official

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2023-24 Board records.)

F. Minutes – May 9, 2024 **– (**The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

G. Licensed Personnel Action – (The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

XII. CONSOLIDATED INFORMATION

A. April 2024 Financial Statements (Unaudited) – (The document is posted online with the information packet of this meeting and will be filed with the official 2023-24 Board records.)

B. Board Policies

1. **Policy DJ—Purchasing Standards—First Reading—(The document is posted online with the information packet for** this meeting and will be filed with the official 2023-24 Board records.)

XIII. BOARD MEMBER COMMENTS

Director Al-Abdrabbuh shared opportunities for professional development, including the Oregon School Boards Association Summer Conference August 9-11 and the Oregon School Boards Association Annual Conference November 7-9.

Director Finger McDonald acknowledged and celebrated the success of the many end-of-year events. She then addressed the upcoming budget cuts, emphasizing the board's awareness of their potential impact on future years.

Director Hawkins acknowledged the challenges posed by budget cuts and their impact on staff, including librarians and music programs. She highlighted the significant time and effort invested by our leadership in working with city, county, and state officials to provide support for students, contrasting this proactive approach with what is happening in other districts.

Co-Vice Chair Tominey expressed appreciation for the collaboration and thoughtfulness between the Board and district staff in their efforts to support students, families, and staff. She thanked the community for sharing their thoughts, feelings, and experiences, emphasizing their importance. Additionally, she noted the personnel changes affecting music and arts positions, including the resignation of two music teachers, and emphasized the new Board goals and a shared vision to strengthen programs in music, arts, theater, and libraries, ensuring a solid education for students.

Director Largent acknowledged the difficult budget circumstances but expressed his appreciation for being part of the team, noting that the situation is challenging.

Co-Vice Chair Jones began by expressing deep appreciation for the hard work of the district staff, acknowledging their dedication in making difficult decisions in a challenging situation. The

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priority is to ensure a budget that allows the district to continue its work, which has been achieved. She emphasized the need to consider the potential impacts of decisions, acknowledging that no single solution meets all needs, and stressed the importance of ongoing conversations and continuous evaluation, ensuring that no opportunities are missed.

Director Al-Abdrabbuh emphasized the evening's conversation needs to be communicated to the legislature and highlighted the importance of budget transparency and the ability to demonstrate where every dollar is allocated.

Chair Whitebear shared appreciation for the community's support for the arts but cautioned against giving false hope that policy change would impact staffing for the fall. Additionally, she thanked the staff for their dedication in staying for the meeting and the technology team for ensuring smooth meetings.

XIV. ELECTION OF OFFICERS FOR 2024-25

Director Tominey nominated Director Whitebear for the position of Board Chair. No other nominations were received. **The Board voted on the nomination, and it was unanimously approved.**

Director Jones nominated Director Tominey for the first of the two open positions of Board Vice Chair. No other nominations were received. **The Board voted on the nomination, and it was unanimously approved.**

Director Finger McDonald nominated Director Jones for the second of the two open positions of Board Vice Chair. No other nominations were received. **The Board voted on the nomination, and it was unanimously approved.**

XV. ADJOURNMENT

There being no further business before the Board, Chair Whitebear adjourned the meeting at 9:45 p.m.

_____ _____

Luhui Whitebear, Ph.D., Board Chair* Ryan Noss, D.Ed., Superintendent

Prepared By: Kim Nelson

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Corvallis
SCHOOL DISTRICT

IX.D. Licensed Personnel Action

Corvallis
SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Jennifer Duvall, Human Resources Director
Meeting Date: August 10th, 2024

Licensed Personnel Action

ACTION REQUESTED

Recommendation to Hire

Name	Position	FTE	Building	Start Date	Contract Status
Arredondo, Maria	Fourth Grade-Bilingual Teacher	1.0	Lincoln Elementary	8/27/2024	Rehire/Temporary Teacher
Bernard, Shawn	Special Education Teacher	1.0	Letitia Carson Elementary	8/27/2024	Probationary Teacher, 1st Year
Blickenstaff, Eric	Mental Health Therapist	1.0	Cheldelin Middle and Bridge	8/27/2024	Rehire/Probationary Teacher, 1st Year
Canfield, Bethany	School Counselor	1.0	Lincoln Elementary	8/27/2024	Rehire/Temporary Teacher
Demarest, Rebecca	Mental Health Therapist	1.0	Garfield and Lincoln Elementary	8/27/2024	Rehire/Probationary Teacher, 1st Year
Duvall, Robert	Industrial Education	.5	Corvallis High	8/27/2024	Rehire/Temporary Teacher
Elizarraga, Alex	School Counselor	1.0	Garfield Elementary	8/27/2024	Rehire/Temporary Teacher
Freiberger, Genevieve	First Grade-Bilingual Teacher	1.0	Garfield Elementary	8/27/2024	Temporary Teacher
Hartman, Dan	Alternative Education Teacher	1.0	Bridges/SEG	8/27/2024	Temporary Teacher
Hillebrand, Matthew	TOSA/Dean of Students	1.0	Cheldelin Middle	8/27/2024	Probationary Teacher, 1st Year
Jarrett, Harrison	School Counselor	1.0	Crescent Valley High	8/27/2024	Temporary Teacher
Keller, Stephane	Third Grade-Bilingual Teacher	1.0	Lincoln Elementary	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Mackey, Faith	Mechanical Trades	.17	Crescent Valley High	8/27/2024	Rehire/Temporary Teacher
Matano, Sara	DLI- Spanish Language Arts Teacher	.5	Corvallis High	8/27/2024	Rehire/Probationary Teacher, 1st Year

Corvallis
SCHOOL DISTRICT

Mathews, Lisa	Special Education Teacher	1.0	Crescent Valley High	8/27/2024	Probationary Teacher, 1st Year
Mendonca, Aubrey	Physical Education/Health Teacher	.8	Cheldelin Middle	8/27/2024	Rehire/Temporary Teacher
Mendoza, Angela	Third Grade-Bilingual Teacher	1.0	Garfield Elementary	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Miller, Jordan	Special Education Teacher	1.0	Cheldelin Middle	8/27/2024	Probationary Teacher, 1st Year
Narvaez, Julie	Spanish Teacher	1.0	Crescent Valley High	8/27/2024	Temporary Teacher
Nordahl, Andrea	Kindergarten Teacher	1.0	Letitia Carson Elementary	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Paterson, Amber	School Counselor	1.0	Kathryn Jones Harrison Elementary	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Plough, Aileen	Speech Language Pathologist	1.0	Adams and Mt View Elementary	8/27/2024	Probationary Teacher, 1st Year
Pointer, Jen	Intervention Specialist	1.0	Bessie Coleman Elementary	8/27/2024	Rehire/Temporary Teacher
Puentes, Anakaren	Kindergarten-Bilingual Teacher	1.0	Garfield Elementary	8/27/2024	Rehire/Probationary Teacher, 1st Year
Reidy, Julie	Special Education Teacher	1.0	Cheldelin Middle	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Rice, Shanon	MTSS Specialist	1.0	Letitia Carson Elementary	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Riverstone, Michael	Special Education Teacher	1.0	Letitia Carson Elementary	8/27/2024	Temporary Teacher
Roberson, Dwight II	School Counselor	1.0	Bessie Coleman Elementary	8/27/2024	Probationary Teacher, 1st Year
Sampson, Amy	Principal-Elementary	1.0	Letitia Carson Elementary	8/27/2024	Probationary Admin, 1st Year
Santy, Leigh	Elementary Early Literacy Coach	1.0	District Office	8/27/2024	Probationary Teacher, 1st Year
Schwartzman, Marisa	Music Teacher	.2	Franklin School	8/27/2024	Rehire/Temporary Teacher
Smith, Tiffany	ELL Teacher	.5	Kathryn Jones Harrison Elementary	8/27/2024	Probationary Teacher, 1st Year

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Smith, Wendy	Alternative Education Teacher	1.0	Cheldelin Middle	8/27/2024	Probationary Teacher, 1st Year
Snell, Jill	Alternative Education Teacher	1.0	Bridges/SGE	8/27/2024	Rehire/Temporary Teacher
Villa, Jesus	Social Studies-Bilingual Teacher	1.0	Linus Pauling Middle	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Viramontes, Aimee	Special Education Teacher	1.0	Crescent Valley High	8/27/2024	Rehire/Probationary Teacher, 2nd Year
Wakefield, Emily	Special Education Teacher	1.0	Adams Elementary	8/27/2024	Probationary Teacher, 1st Year
Webb, Kaylee	Special Ed-Life Skills	1.0	Linus Pauling Middle	8/27/2024	Rehire/Temporary Teacher
Wells, Jana	Music Teacher	.4	Cheldelin Middle	8/27/2024	Temporary Teacher
Wendlowsky, Angela	Elective Teacher	.6	Linus Pauling Middle	8/27/2024	Probationary Teacher, 1st Year
Wolfe, Dan	PE Teacher	.6	Mt View Elementary	8/27/2024	Probationary Teacher, 1st Year
Wright, Cathy	TOSA/Grad Coach	1.0	Crescent Valley High	8/27/2024	Probationary Teacher, 1st Year
Zilar, Andrew	Music Teacher	.5	Corvallis High	8/27/2024	Probationary Teacher, 1st Year

Termination/Resignation/Layoff/Retirement

Name	Position	FTE	Building	Effective	Notes
Gonzalez-Cas, Arianna	Kindergarten-Bilingual	1.0	Lincoln Elementary	6/30/2024	Resignation
Skillings, Mary	Spanish and ELL Teacher	1.0	Corvallis High and College Hill	7/29/2024	Resignation
Workman, Jenny	Spanish Teacher	.34	Corvallis and Crescent Valley High	6/30/2024	Resignation

MOTION REQUESTED:

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"I move to approve the Licensed Personnel action as submitted."

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X. DECLARE VACANT POSITION ON THE BOARD

XI. ADOPT PROCESS FOR INTERIM BOARD MEMBER SELECTION

Corvallis SCHOOL DISTRICT

Interim School Board Member Selection Process
Position #7; Term: November 7, 2024 – June 30, 2025*

August 22, 2024	School Board declares vacancy.
August 22, 2024	School Board adopts selection process.
Minimum Qualifications	To qualify, an applicant must: • Have been a resident of the District for one year as of November 5, 2024. • Be a qualified voter of the District. • Not be an employee of the District. • Attend the November 5, 2024, School Board meeting and participate in the selection process. **The School Board seeks greater diversity in its membership.**
September 20, 2024; 5:00 pm	Applications due by 5:00 p.m.
Application Requirements	To be considered, a letter of application must be received by the deadline and include all of the following information: • Applicant's: ◆ Name as it appears on the voter registration record ◆ Date of birth (for voter registration verification) ◆ Home address ◆ Email address ◆ Telephone number • Reason applicant wants to serve on the board. • Applicant's qualifications for the position. • Skills applicant would bring to the board. • Names and telephone numbers for two personal references and one professional/business reference. • Answers to the following questions: ▪ Effective board members must engage in a variety of relationships, for example, with the superintendent, staff, other board members, parents, and the community. How do you perceive a board member's relationship with each of these? ▪ Looking ahead to the end of your appointment in June 2025, what do you think will be the two most difficult issues facing the school district, and what would you do to address them? ▪ What is your definition of equity in the school district, and what would you do to improve equity in the district? ▪ Are you interested in the position only until the end of the interim term (June 30, 2025) or do you plan to run for election for the remaining two years of the term (through June 30, 2027)?
Additional Requirements	• Applicants must attend the November 5, 2024, board meeting. • Applicants must participate in the selection process. • Failure to attend and/or participate will eliminate an applicant from further consideration.
September 23, 2024 – October 11, 2024	School Board members conduct reference checks.
November 5, 2024	School Board conducts interviews and makes selection during a public meeting.

*Applicants who desire to remain in position #7 beyond June 30, 2025, must file for the May 2025 election through Benton County Elections. There is no guarantee the interim appointee will be elected.

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XII. RECOGNIZE DEPARTING BOARD MEMBER

XIII. ADJOURNMENT (5:00 p.m.)*

*All times are approximate.

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

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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.

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 35th Street, Corvallis, OR 97333. E-mail may be sent to 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.

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 or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35th 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