

# **Meeting Packet**

**REGULAR SESSION**

**7/20/2017**

**07:00 PM**



# PHILOMATH SCHOOL DISTRICT 17J

## REGULAR SESSION

PHILOMATH SCHOOL DISTRICT 17J  
District Office  
1620 Applegate Street, Philomath

7/20/2017 07:00 PM

### A. REGULAR SESSION ~ 7:00 p.m.

1. Call to Order & Pledge of Allegiance: Jim Kildea, Chair
2. Swearing In of Newly Elected Board Members  
[Oath of Office \(p. 4\)](#)
3. Election of Board Officers for 2017-18
4. Pause for Executive Session

### B. EXECUTIVE SESSION ~ 7:10 p.m.

ORS 192.660 (2) (a) to discuss initial employment of an individual  
ORS 192.660 (2) (d) to discuss labor negotiations

1. Return to Public Session

### C. REGULAR SESSION ~ 7:20 p.m.

1. Reconvene Regular Session
2. Public Comment
3. MOA between Kings Valley Charter School & Falls City School District  
[MOU Kings Valley Charter School & Falls City \(p. 5\)](#)

### D. ACTION ITEMS ~ 7:55 p.m.

1. Consent Agenda  
[Consent Agenda - 7/17 \(p. 39\)](#)  
[Minutes from Regular Session - 6/15/17 \(p. 41\)](#)  
[Surplus Property-Books \(p. 45\)](#)
2. Old Business
3. New Business
  - i. Board Meeting Dates for 2017-18  
[2017-18 District Calendar \(p. 46\)](#)
  - ii. August Inservice Schedule

**E. MEETING CLOSURE ~ 8:00 p.m.**

1. Next Meeting Agenda Items
2. Board Requests
3. Adjournment

**BOARD MEMBER**

**OATH OF OFFICE**

New directors must qualify by taking an oath of office before assuming the duties of office. The oath of office will be in the following form:

I, \_\_\_\_\_,  
do solemnly swear (or affirm)  
that I will support the Constitution of the United States,  
the Constitution of the State of Oregon,  
and the laws thereof,  
and the policies of the Philomath School District.

During my term,  
I will faithfully and impartially,  
discharge the responsibilities  
of the Office of School Board Member  
to the best of my ability.

Legal Reference: ORS 332.005

**332.005 Directors as district school board; oath.**


- (1) The directors of a school district in their official capacity shall be known as the district school board.
- (2) Directors must qualify by taking an oath of office before assuming the duties of office. [1965 c.100 §127; 1983 c.350 §168; 1983 c.379 §5]


## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this \_\_\_\_ day of May, 2017, between the Falls City School District (District) and Kings Valley Charter School (KVCS) for the purpose of establishing a charter agreement in the case the school district boundaries are moved to include the KVCS in the District. The parties hereby agree that:

1. The attached charter document will serve as the basis of the agreement.
2. Any terms that cause unforeseen harm to either the District or the KVCS resulting from this agreement will be considered in good faith by both parties.

The parties agree that their representatives are authorized to enter into this agreement of the parties:

  
Kings Valley Charter School by:  
Sally Lammers  
Board Chair

  
Falls City School District by:  
Board Chair

**KINGS VALLEY CHARTER SCHOOL**

**CHARTER**

**Originally Adopted by Agreement with the Falls City School District #57  
Date TBD**



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**CHARTER FOR THE  
KINGS VALLEY CHARTER SCHOOL**

**THIS CHARTER FOR THE KINGS VALLEY CHARTER SCHOOL** (this "Charter"), is made and entered into as of its date of execution by and between the Board of the Falls City School District 57 ("District"), an Oregon common school district, and Kings Valley Charter School ("KVCS"), an Oregon nonprofit public benefit corporation.

**RECITALS**

**WHEREAS**, the Oregon legislature has enacted ORS CHAPTER 338 (the "Charter School Act") to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

**WHEREAS**, the District and KVCS see a mutually beneficial relationship for collaboration on educational innovations and service to children

**WHEREAS**, on TBD, The School District Boundaries were changed as a result the Kings Valley Charter School came into the Falls City School District

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

## CHARTER

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

- (a) **Name, Purpose.** This agreement between KVCS and the District (this "Charter") creates a public school charter under ORS 338.065 and shall be known as the "Kings Valley Charter School Charter." This Charter acts as the legal authorization for the establishment of KVCS as a public charter school under the Charter School Act. This Charter shall be legally binding on the District and KVCS and their permitted successors, heirs and assigns.
- (b) **Powers.** In addition to its general corporate powers, KVCS shall have and exercise all of the powers, privileges, immunities and authorities granted to public charter schools by the Charter School Act and the laws of any other State or federal entity having jurisdiction over the operations of KVCS.
- (c) **Corporate Status and Governance.** KVCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with State laws. KVCS shall provide the District with a copy of any amendments to its articles and bylaws.
- (d) **Public Nature.** KVCS is not a governmental entity or agency of a governmental entity and shall have no power to levy taxes or to issue bonds for which the public is or may become liable. However, KVCS shall be subject to the following laws that govern public bodies, as required by the Charter School Act:
- (1) **Public Meetings.** All meetings of the KVCS Board shall be open to the public, except as otherwise permitted by law, and shall be subject to the provisions of ORS 192.610 to 192.690.
  - (2) **Public Records.** The records of the KVCS Board related to its operation of the charter school shall be subject to the public records provisions of ORS 192.410 to 192.505.
  - (3) **Oregon Tort Claims Act.** KVCS and its officers, agents and employees shall be entitled to the full protection of the Oregon Tort Claims Act as set forth in ORS 30.260 to 30.300.
  - (4) **Municipal Audit Law.** KVCS shall be subject to the provisions of ORS 297.405 to 297.555 and 297.990.
  - (5) **School District Laws.** KVCS is not subject to the statutes and rules that affect school districts except as provided in the Charter School Act. KVCS is subject to the rules adopted by the Oregon Department of Education relative to Charter Schools.
  - (6) **Other Laws:** In addition the above, KVCS shall also subject to the following:
    1. Federal Law

2. ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks)
3. ORS 337.150 (textbooks)
4. ORS 339.141, 339.147 and 339.155 (tuition and fees)
5. ORS 659.850, 659.855 and 659.860 (discrimination)
6. Health and safety statutes and rules
7. The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2)
8. ORS 329.045 (academic content standards and instruction)
9. Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year
10. ORS 339.250 (12) (prohibition on infliction of corporal punishment)
11. ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse)
12. ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate)
13. ORS chapter 657 (Employment Department Law)
14. ORS 339.326
15. ORS chapter 338 (Charter Schools)

Note: If applicable, may include ORS chapter 244 (government ethics) requirements or any law that by its explicit wording is applicable to charter schools.

- (e) **Philosophy and Mission.** Kings Valley Charter School will provide rural, community-based education tailored to the individual needs and interests of each child, emphasizing the involvement of parents and the community. The goal of the Kings Valley Charter School is to achieve academic excellence for all students through an individualized program. The environment at Kings Valley Charter School will promote self-motivation, responsibility and a positive attitude. Any changes to the philosophy and mission of the charters school will be preceded by 90 days notice to the District. The District will have 90 days to review and approve or deny any changes. If the District does not approve the change, the District will provide KVCS with written reasons for objection with possible remedy. KVCS will have 30 days to resubmit a new request and the District will complete the final review within 30 days of the resubmitted request.
- (f) **Nonreligious and Nondiscrimination Policy.** KVCS covenants that all of its charter school activities shall be governed by its nonreligious and nondiscrimination policy. The educational program of KVCS shall be nonreligious and nonsectarian. KVCS shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic ability, income level or political beliefs and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to KVCS's nondiscrimination policy. KVCS will comply with all applicable federal and State laws, rules and regulations regarding nondiscrimination.

**SECTION 2. Interpretation; Integration.**

(a) **Definitions.** Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

“**Admission**” means that a student has been formally accepted as a student at KVCS and has enrolled with KVCS in accordance with the KVCS admission policies and procedures.

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

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

“**District**” means the Falls City School District.

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

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

“**Full-time Enrolled Student**” means a student attending KVCS for all non-special education course offerings and curriculum programs.

“**IDEA**” means the federal Individuals with Disabilities Education Act, commonly referred to as Public Law 94-142 (as amended).

“**IEP**” means an individualized education program created for a student with disabilities to whom the IDEA applies.

“**IEP Team**” means a committee of qualified educators charged with the task of evaluating the special needs of a Special Education Student to create an IEP for the student and determine the most appropriate educational setting for the student.

“**KVCS**” means, as the context requires, the Kings Valley Charter School, an Oregon nonprofit corporation formed for the purpose of operating a school, or the school to be known as the “Kings Valley Charter School”.

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

“**Special Education Student**” means a child with disabilities for whom the IDEA requires the development of an IEP.

“**State**” means the State of Oregon and, as the context requires, Oregon’s executive, judicial or legislative bodies and their agents and agencies.

(b) **Incorporation of Attachments and Interpretation of Conflicts.** This Charter includes the following appendices, exhibits and attachments, all of which are hereby incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the

body of this Charter, applicable State law and the provisions of any appendix, attachment or exhibit, priority in interpretation shall be first given to federal and State law and administrative rules, then to the body of this Charter and lastly to the provisions of the attachments and exhibits hereto:

Appendix A Funding and Administration of Special Education Student Services

Appendix C Schedule of Rates and Contract Services From District

Appendix D Insurance schedule

Commented [MH1]: Need updates

### SECTION 3. Term.

- (a) **Term.** This Charter shall be effective upon signature of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on TBD (a 10 year term).
- (b) **Renewal.** The charter school will notify the District in writing, inclusive of a draft agreement proposal, of intent to renew the charter at the regularly scheduled PSD Board meeting in September. Upon notification the District must act on the renewal per ORS 338.065. Subject to termination by a party as provided herein, this Charter shall be deemed approved for renewal at the expiration per ORS 338.065 of its current term and upon the expiration of each renewal term unless, not less than 180 days prior to the term expiration date, one party gives the other party written notice of non-renewal. Each subsequent renewal term shall be for a ten-year period commencing on July 1 immediately following the expiration of the prior term and expiring at midnight on June 30 of the 10th year.

### SECTION 4. Educational Program and Curriculum.

- (a) **Age and Grade Range.** KVCS shall provide instruction to students in grades K-12 with the understanding that every grade may not have students in every year depending on the needs of the community.

KVCS may change grade offerings subject to the following conditions:

The Charter will notify the District with a request to review grade level offerings by February 1 prior to the beginning of the school year. The District shall consider request of any change in grade level offerings prior to any implementation by April 30<sup>th</sup> of each academic year.

#### (b) Curriculum.

- (1) **General Requirements.** The District agrees that its curricular requirements shall not apply to KVCS, to the extent permitted by State law, but that KVCS shall implement its instructional programs to include, at a minimum, mathematics, science, language skills, physical education and the social studies. KVCS shall have the authority and responsibility of designing and implementing its educational

program, subject to the conditions of this Charter, in a manner which is consistent with State law.

- (2) **State Standards.** KVCS agrees to comply with all State requirements concerning academic content. The educational program, pupil performance standards and curriculum designed and implemented by KVCS shall meet or exceed any content standards and diploma requirements adopted by the State and shall be designed to enable each pupil to achieve such standards.
- (3) **English as a Second Language.** KVCS shall assess the English language proficiency of all students identified as coming from a non-English-speaking background, or whose first language is other than English, and shall provide bilingual education or an "English as a Second Language" program for such students. KVCS will provide any special services that are required for English-as-a-second-language students pursuant to District policy and State and federal law. KVCS may contract with the District for the provision of these services as set forth in Appendix C to this Charter.
- (4) **Participation in Extracurricular Activities of District.** KVCS students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident KVCS students must comply with applicable OSAA (Oregon State Athletic Association) rules before being eligible to participate in extracurricular activities in a District school. KVCS may provide extracurricular activities.

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

- (c) **Alternative Education Model.** KVCS will achieve its mission and goals through the use of innovative teaching techniques to create an active and flexible learning environment. Innovative teaching techniques shall include, but shall not be limited to:

Commented [MH2]: Redundant to previous section

- An individualized academic program for each student;
- A cross-disciplinary, hands-on learning approach to basic academic skills;
- Extensive involvement of parents and community members;
- Localized governance, which provides greater flexibility to respond to community needs.

Innovative teaching techniques may also include, but shall not be limited to:

- A second language program;
- Structured programs and activities that complement home school curriculum;

## SECTION 5. School Calendar; Tuition; Admission and Enrollment.



- (a) **School Calendar.** The KVCS school year and attendance schedule will comply with OAR 581-022-1620. Hours of operations must be established within 30 days of the District's announcement of hours of operation or August 15, whichever comes later.
- (b) **Tuition.** KVCS will not charge tuition for programs, classes or courses of study which are part of the regular school program. KVCS may charge reasonable fees for application processing, instructional materials, after-school programs and student activities.
  - (1) **Indigent Students.** KVCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and State law and KVCS policy. KVCS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and State law, if KVCS elects to provide breakfasts and lunches for students.
- (c) **Admission and Enrollment.**
  - (1) **Eligibility; Voluntary Enrollment.** Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment and, under the conditions set forth herein, and as permitted by State law, students who reside outside of the District ("non-resident students") may also be admitted. Enrollment of Special Education Students shall be the same as for students in general, except as modified by the special placement procedures set forth in Section 6. The KVCS enrollment application form will ask if the student applicant has an IEP.
  - (2) **Enrollment Numbers.**
    - (A) **Enrollment.** The daily maximum K-12 student enrollment for the term of this agreement will be 250 ADMw. The District Superintendent and the KVCS administrator together can add up to 10 students each year to accommodate local enrollments issues. PreK enrollment is not subject to this charter. A maximum of 5 can be accepted each year at KVCS as foreign exchange students although under special circumstance the superintendent may make exceptions. Foreign exchange students shall not count against the maximum total enrollment amount.
 

Part-time students may be enrolled by KVCS without counting against the maximum total enrollment amount
    - (B) **General Procedure.** Maximum student enrollment and the number of available enrollments for each grade level shall be determined by the KVCS Board.
    - (C) **Minimum Enrollment.** The minimum enrollment shall be 25 full-time enrolled students. If student enrollment falls below 25 full-time enrolled students at any time during the year, the District must be notified
  - (3) **Phased Enrollment; Deadlines.** KVCS will conduct the enrollment and lottery per ORS 338.

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

(4) **Lottery.** To the extent permitted by this Charter and State law, if more students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by KVCS under the following principles:

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

(B) **Equitable Principles.** Lottery selection may be guided by recognizing the following order of priority for admission as guided by ORS 338.125: (1) students (including non-resident students) who were enrolled at KVCS in the previous year; (2) siblings of students who were enrolled at KVCS during the previous year and will be returning to KVCS for the current year; (3) students who reside within the boundaries of the District but are not eligible under categories 1, and 2; and (4) non-resident students who are not eligible under categories 1, 2, and 3. The foregoing priority levels shall be applied at each phase of enrollment, with students within each level being selected, if necessary, by random lottery.

Deleted: (3) students in the foster care system residing within the district but are not eligible with under categories 1 and 2  
Deleted: 4  
Deleted: and 3  
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Deleted: 3 and 4

(5) **Waiting Lists; Filling Vacancies.** At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list and may be enrolled on a first-on, first-enrolled basis as allowed by the maximum enrollment cap. With each ensuing year, previous waitlist applicants will maintain position on the waitlist and be afforded an opportunity to enroll as described in Section 4(B).

(6) **Non-resident Students.** To the extent permitted by this Charter and State law, a non-resident student admitted to KVCS will have the same enrollment preferences (including sibling enrollment preferences) as a student who resides within the boundaries of the District, and shall not be dropped from the KVCS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

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

(a) **Application and Enrollment.**

(1) **Non-discrimination in Enrollment.** KVCS will not discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. KVCS will admit students without regard to their status as Special Education Students.

(2) **Special Enrollment Procedures.** Except as provided in this subsection, the

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

- (b) **Identification of Students Eligible for IEPs.** KVCS will ensure that at least one of its teaching staff will work with the District and the school district of any non-resident student to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith. Any KVCS student referred for evaluation will remain enrolled at KVCS until his or her IEP Team determines that KVCS is not the appropriate placement.
- (c) **Administration of Special Education Student IEPs.** The resident district will provide Special Education Services in accordance with federal law and contract with KVCS for the provision of these services. Guidelines for the provision of special education services are set forth in Appendix A. At no point will the District be responsible for providing any special education services to students who are not residents of the District.

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

- (a) **Academically Low Achieving Students.** KVCS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.
- (b) **Student Performance.**
  - (1) **Assessment.** In addition to its grading system KVCS shall conduct periodic assessment of students at all grade levels at least once annually, to determine if students are performing at grade level according to any educational testing system generally accepted by Oregon school districts. KVCS may not change its assessment testing protocol following annual testing that requires corrective action without prior District approval.

KVCS shall also participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1). KVCS shall administer the standardized State tests on the same schedule as the District. Test at non-mandated grade levels may also be administered using the same vendor as the District at District expense.

If at any time the statewide assessments are no longer required by state law or regulation, KVCS will administer alternative tests or assessments as required by the District.

- (2) **Corrective Action.** The District and the KVCS will work together on educational innovations and instruction improvements in an ongoing effort. Board of directors, administrators and staff are expected to meet once every three months during the school year.

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

- (1) **Attendance.** KVCS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District through the student information system. If inaccuracies from this enrollment data results in overpayments or underpayments to KVCS, KVCS shall reimburse the District for these overpayments and the district will correct underpayments in a manner acceptable to both the District and KVCS.

Student attendance at KVCS shall be in compliance with Oregon's compulsory attendance laws. The KVCS does not have the governmental authority to compel parents. Only if requested, the school district may assist the KVCS with enforcement.

- (2) **Discipline Policies.** KVCS created and adopted a discipline policy that provides an age-specific code of conduct, rules, student rights and appeal procedures that comply with all State and federal laws and are consistent with the discipline and student rights policies of the District, on October 15, 2001. KVCS will deliver a copy of its discipline policies and any additions, modification or amendment thereto to the District within thirty (30) days of adoption. KVCS shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct and students rights policies in a location that is accessible to students and the public. KVCS will comply with discipline policies as outlined in Individuals with Disabilities Education Act and the District special education handbook, where applicable, for special ed students.

- (3) **Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law. All KVCS expulsion proceedings shall be administered according to KVCS policies appropriate to age level. Grounds for expulsion from KVCS shall be consistent with expulsion policies of the District, as the parties intend and agree that each shall extend full faith and credit to the suspension and expulsion of a student of the other, subject to each party's right to enroll and admit any student expelled by the other on a probationary basis. The district will provide for expulsion hearings including a hearings officer.

Commented [MH3]: KVCS does not have this capability There has only been one expulsion hearing in all the years

Upon determining that initiation of expulsion proceedings is warranted, KVCS shall provide the District with written notice within three days of such determination and no later than five days following the suspension of such student with a summary statement of the grounds and evidence warranting suspension. KVCS shall also promptly notify the District in writing of the disposition of any expulsion appeal proceeding.

**SECTION 8. Administrative Services**

- (a) **Complaint Procedures.** KVCS shall maintain an administrative process for resolving public complaints against KVCS, including complaints regarding curriculum.
- (b) **Student Welfare and Safety.** KVCS shall comply with all regulations, and applicable federal and State laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, State or federal health, sanitation or environmental regulations.
- (c) **Health and Social Services.** KVCS may contract with the District for the delivery of health and social services for students as set forth in Appendix C to this Charter.

Commented [MH4]: KVCS will need help with a school nurse services

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

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

- (d) **Insurance.**
  - (1) **Coverage Required.** KVCS shall, at its own expense, secure, retain and provide proof of the following insurance and in the amounts set forth in Appendix D: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance. Each policy of insurance will be written as primary coverage, will name the District as an additional named insured and will be endorsed to require not less than thirty (30) days' prior written notice to the District's superintendent of any suspension, cancellation or reduction in coverage.
  - (2) **Required Proof of Insurance.** Upon the request of the District's superintendent, KVCS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage of the types and amounts set forth above.
  - (3) **Coordination of Risk Management Activities.** KVCS agrees that it will report its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties are named.

- (e) **Third -Party Contracts.** KVCS shall not enter into any contract for comprehensive school management services to be performed in substantial part by an entity not a party to this Charter, unless KVCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District. All contractors shall comply with state laws pertaining to charter school instructors at a charter school and applicable state and federal law

Commented [MH5]: I messed this formatting up but did not make any changes

for the licensure of teachers in charter schools. Contactors shall not violate any local, state or federal law or regulation relating to its performance of its obligations under its contract with KVCS.

- (1) People Sustaining Kings Valley (PSKV) is approved by the District as a contractor providing teaching, administrative support and comprehensive school management services to KVCS.
- (2) KVCS' contract with PSKV shall require PSKV to follow Oregon public meetings and public records laws for matters related to KVCS.
- (3) KVCS' contract with PSKV shall require PSKV and its employees to follow this Charter and all laws applicable to KVCS under ORS 335.1 15.
- (4) KVCS' contract with PSKV shall require PSKV to submit an annual report and financial statement for KVCS related matters to the District. The annual report will be submitted in February.
- (5) KVCS' contract with PSKV shall require PSKV to adhere to KVCS policies for the confidentiality of all student and educational records.
- (6) If PSKV violates a term of this Charter, KVCS shall require PSKV to remedy. If PSKV fails to remedy, KVCS shall take remedial action including, if necessary, terminating its agreement with PSKV. If KVCS fails to remedy the violation by correction or termination of the PSKV agreement, the District may pursue remedies pursuant to this Charter.
- (7) If KVCS seeks to replace PSKV with another contractor or contractors to perform substantially the same services as PSKV, and if the contract with that entity, or entities, is substantially similar to the KVCS-PSKV Agreement which the District has approved, the District shall not unreasonably withhold approval of the KVCS Agreement with the new contractor(s).

Commented [MH6]: January dead line is difficult for us to meet consistently

- (f) **ADA/504 Obligations.** KVCS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. The District may provide consultation as requested. KVCS may contract with the District for services or accommodations to meet KVCS's legal obligations under these statutes as set forth in Appendix C to this Charter.
- (g) **Transportation.** KVCS students may obtain transportation through public school bus routes normally operating to and home from district schools. Provision of ~~in-District~~ home-to-KVCS school transportation will be available from District on the days when District has students in attendance. KVCS may contract for transportation services or operate their own transportation service in accordance with Oregon Student Transportation law. The District shall not withhold any legal transportation reimbursement funds for legally eligible expenses for any reason.
  - (h) **KVCS School Building.** The District and KVCS agree that KVCS may be operated at the address 33840 Kings Valley Highway, Philomath, OR and within 5 miles of this address. The KVCS must ensure building operation at all locations are in compliance with public health and safety requirements at all times.
  - (i) **Use of District Contracts.** KVCS shall be entitled, but not obligated, to purchase textbooks, equipment, materials and supplies through District's vendor contracts, without additional charge by District and upon approval of the vendor.
- (j) **District's Contract Services.** It is understood that District's costs of sponsorship of KVCS as a public charter school, including all administrative and oversight responsibilities, will be paid from Charter School funding that is received for the students enrolled with KVCS. All services beyond administrative and oversight responsibilities will be purchased as contracted services through Appendix C.

**Commented [MH7]:** The removed language is threatening to the KVCS. We may want to operate at a nearby farm or the Lowther mill. Maybe someday at the Pedee School.

**SECTION 9. Reports.**

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

Student records maintained by KVCS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, documents required pursuant to the statewide assessment system under ORS 329.485(1) and any documentation required under federal and State laws regarding the education of students with disabilities.

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

- Summary data on the progress toward meeting its academic goals and objectives including State assessment information.
- The audited financial statements of KVCS, including proofs of insurance.
- Any statements from the public charter school that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school.
- An electronic copy of any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- Policy development issues.
- Student attendance and student discipline information.
- Volunteer involvement information
- Parental survey results
- Evidence of required insurance coverage
- New and revised policies and procedures adopted by the KVCS Board and have not previously been provided to the District
- All information necessary to make a determination of whether KVCS is in compliance with the Charter School Act.
- All non-routine maintenance, repairs and improvements made during the previous year and the cost thereof, including the value of in-kind labor and materials.

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

(c) **List of Teachers and Students.** Not later than September 15 each school year, KVCS shall provide the District with a list containing the names, job positions and Social Security numbers of all its employees and volunteers who are scheduled to be hired or to perform services at KVCS during the upcoming school year. KVCS shall provide the District all licensure details for all employees

For any individual hired in an instructional or volunteer position after the start of the current academic year, KVCS shall provide the District with such evidence of certification or other qualification no later than 30 days after the individual's initial date of hire.

KVCS will submit a list of all KVCS students at the District's August school board meeting. The list of all students will remain confidential, within the limits of State Law and District public records policy.

(d) **Accountability.** KVCS shall be accountable to the District. All records established and maintained in accordance with the provisions of this Charter, KVCS policy, and federal and State law shall be open to inspection by the District. KVCS is obligated to collect and



provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the District. Any documents created by KVCS shall be open to inspection by the District, and copies shall be provided to the District within 10 business days of request by the District.

Commented [MH8]: We may want some language to prevent onerous requests such as great piles of email or private employee or student records.

- (e) **Policies.** KVCS shall furnish to the District electronic copies of any written policies or procedures adopted by its Board or by its administrative manager with respect to any matter relating to its operations and educational programs. The District may, but shall not be obligated to, review any policy and advise KVCS if the policy exceeds KVCS's power and authority under this Charter or violates any law applicable to KVCS as an Oregon public charter school. Any policy that is beyond KVCS's powers under this Charter or is otherwise inconsistent with the terms of this Charter is void. In the absence of adopted KVCS policies, the Philomath School District policies may serve as a guideline for KVCS policy development.

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

- (a) **Operational Powers.** Subject to the conditions and provisions of this Charter, KVCS, through its Board, shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by KVCS.

- (b) **District Funding.**

- (1) **Base Level Funding – Non-Special Education Students.** In each school year, the District shall provide KVCS with a base level of funding that is 100% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of KVCS for all students who are not special education students in grades K through 8, and 100% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of KVCS for all students who are not special education students in grades 9 through 12. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. The parties will enter into a separate agreement (Appendix B) that will provide a payment from KVCS to the District for operational support costs based on the daily maximum ADMw student enrollment. In addition, to the extent the District experiences any reduction or increase in its State per-student funding, proportionate reductions or increases will be made to KVCS by adjustment in subsequent months.

- (2) **Base Level Funding for Students Who Are Eligible for Special Education and Related Services and Who Are Residents of the District.** In each school year, the District shall provide KVCS with a base level of funding that is not less than the minimum required by the Charter School Act. As of the date of the execution of this Charter, the minimum base level funding is 50% of the amount of the District's General Purpose Grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District experiences any reduction or increase in state per-student funding, proportionate

Commented [MH9]: I think this is just an error and should be equivalent to the entire 1" weight

reductions or increases will be made to KVCS by adjustment in subsequent months.

- (3) **Additional Funding Opportunities.** The parties acknowledge that under ORS 338.155(9)(b) KVCS may be entitled to other state sources of funds from the Oregon Department of Education that are available to schools throughout the state. The district will disperse any funds generated on a per student basis from the ADMw of the charter school. The District may, at its sole discretion, disburse to the charter school portions of any grant funds it receives.

- (4) **Funding Agreements.**

For all Special Education students attending KVCS are served by the District, regardless of residency, and 2<sup>nd</sup> weighting for Special Education attending KVCS will be retained and used by the District to provide services to KVCS students.

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

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

- (7) **Failure to Complete Audit on time.** KVCS will reimburse the district for interest lost on delayed payments due to the KVCS fiscal audit not completing on time. If the KVCS fiscal audit is not completed on time due to the fault of KVCS, KVCS will fully reimburse the District for any amount the District loses in interest earnings.

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

In addition, KVCS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that KVCS solicits funding from sources other than the District, it shall comply with all applicable State and federal laws regarding reporting of such charitable solicitations. KVCS shall include all gifts, donations, and grants in its financial reports.

- (d) **Budget.** On or before May 15 of each year, KVCS shall submit to the District its proposed budget for the upcoming school year. The District shall have until June 15 to comment on

the KVCS budget. The District shall make its recommendations to KVCS in sufficient detail to enable KVCS to amend its budget by June 15. The District may, but shall not be entitled to comment on the KVCS budget after June 15. The District acknowledges that KVCS is not subject to the provisions of local budget law or to other accounting standards applicable to school districts except as required by the Charter School Act. KVCS shall file a copy of its adopted budget, and all amendments to its budget with the District.

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

- (1) **Standards.** KVCS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, State and local laws, rules and regulations and generally accepted accounting principles ("GAAP").
- (2) **Periodic Reports.** KVCS will provide the District with copies of its quarterly and Fiscal Year annual accounting reports. KVCS shall provide to the District a copy of its cash flow projections for the current fiscal year no later than October 1.
- (3) **Annual Audit.** KVCS will arrange an annual audit of KVCS' accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. KVCS may use the same auditor that conducts the District's annual audit, at KVCS expense. KVCS will provide the District with an electronic copy of the audit during the financial review. KVCS will provide a bound copy on request.

- (i) **Annual Financial Review.** KVCS and the District shall review the operations, financial and otherwise, of KVCS and the District's administrative expense for sponsorship of KVCS in each January. Pursuant to Section 10(4) contained herein, the parties shall begin negotiations of the funding levels for each biennium upon completion of the annual review that precedes the first school year of the biennium. The parties shall strive to reduce the District's cost of sponsorship so that the amount of ADMw funding passed to KVCS can be maximized.

Commented [MH10]: Reference check\*

**SECTION 11. KVCS Personnel Procedures.**

- (a) **KVCS Authority; Status of KVCS Employees.** KVCS shall have full authority and sole responsibility for the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff. KVCS has the right to set all terms and conditions of employment, subject only to State and federal laws and applicable collective bargaining agreements.
- (b) **Policies.** KVCS will establish policies that comply with all applicable federal and State laws regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Such policies, once adopted, shall be forwarded to the School District within 30 days of KVCS approval.
- (c) **Payroll.** Employees shall be paid through the payroll department of KVCS or payroll service contractor.

- (d) **Benefits.** The licensed and classified staff at KVCS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by KVCS. KVCS supervisory staff will receive benefits in accordance with their employment contracts.
  - (1) **PERS.** As required by the Charter School Act, KVCS shall participate in the Public Employees Retirement System (PERS) for its employees.
  - (2) **Employee Welfare and Safety.** KVCS shall comply with applicable federal and State laws concerning employee welfare, safety and health issues.
- (e) **Employee Records.** KVCS shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and State laws concerning the maintenance, retention and disclosure of employee records.
- (f) **Substitutes.** KVCS will be responsible for providing coverage for all KVCS teachers requiring substitutes, but the District may offer substitute teachers to KVCS on a cost-reimbursement basis from KVCS as a contract service pursuant to Appendix C.
- (g) **Licensure.** KVCS staff will meet all State and Federal laws and rules with respect to licensing.
- (h) **Professional Development.** KVCS shall provide opportunities for professional development to KVCS staff as provided for in District policy, State law, and any applicable collective bargaining agreements. KVCS may collaborate with the District for joint professional development opportunities.
- (i) **Teacher Standards & Practices Commission (TSPC) Obligation.** KVCS shall meet any and all reporting obligations to TSPC regarding its employees.
- (j) **Criminal Background Checks.** KVCS shall not knowingly employ any individual, or allow an individual to volunteer, for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223.

**SECTION 12. Termination.** With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter term, this Charter may be terminated as provided in this Section 12.

- (a) **Termination by District Subject to 60-Day Notice.** The District may terminate this Charter upon not less than sixty (60) days' prior written notice to KVCS upon the occurrence of one of the following events:
  - (1) **Breach of Charter.** Breach by KVCS of any term or condition of this Charter, other than a breach or condition described in subsection 12(c)

- (2) **Financial Instability.** KVCS may be Terminated for failure to maintain financial stability as determined by not having sufficient assets to operate as determined by the KVCS Board of Directors.
  - (2) **Failure to Maintain Minimum Enrollment.** This Charter may be terminated if KVCS fails to maintain an enrollment of at least 25 full-time enrolled students.
  - (3) **Failure to maintain insurance.** KVCS may be terminated for failure to maintain insurance as required by this contract and Appendix D.
  - (4) **Failure to correct a violation of law.** This Charter may be terminated if KVCS fails correct a violation of federal or state law that is described in ORS 338.115
  - (5) **Failure to Meet performance expectations.** This Charter may be terminated if KVCS fails to meet the student performance expectations as outlined in this charter.
- (b) **Notice and Right of Appeal.** The District shall notify KVCS at least 60 days prior to the proposed effective date of any termination under subsection 12(a). The notice shall state the grounds for the termination. The KVCS Board may request a hearing by the District's governing body by written request within ten (10) days of the notice of termination. KVCS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.
- (c) **Termination by District Without Notice.** The District may terminate this charter immediately and close the KVCS school if the school is endangering the health or safety of KVCS students.
- (1) **Hearing on Termination.** The KVCS Board may, in writing, request a hearing from the District's governing body on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.
  - (2) **Appeal to Board of Education.** The KVCS Board may appeal a decision of the District under this subsection to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.
  - (3) **School Closure Pending Appeal.** Throughout the appeals process, KVCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open KVCS school and not terminate this Charter.
- (d) **Termination by KVCS.** KVCS may only terminate this Charter, dissolve or close the KVCS school at the end of a semester or before the start of a new semester with not less than 180 days' written notice prior to the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of the KVCS Board.
- (e) **Effect of Termination.** Termination of this Charter shall not abridge KVCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is

terminated, all KVCS assets that were purchased with public funds shall be given to the State Board of Education. Notwithstanding the foregoing, and to the extent permitted by law, in the event of a termination of this Charter, all assets provided to KVCS which were the sole property of the District shall be returned to the District. All items provided by District as listed in Inventory excluding expendables. Except for assets purchased with public funds or donated by the District, KVCS shall be entitled to keep any assets provided to KVCS through gifts, grants or donations other than from the District or the State and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and by laws.

**SECTION 13. Status of Parties.**

- (a) **Acts of KVCS Not Binding on District.** KVCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. KVCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that KVCS' authority to contract is limited to its own corporate powers and additional powers granted to KVCS by the Charter School Act or State law.
- (b) **District Disclaimer of Liability.** The parties to this Charter expressly acknowledge that KVCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to any loss arising from:
  - (1) The acts or omissions of KVCS, its directors, trustees, agents or employees;
  - (2) The use and occupancy of the building occupied by KVCS or any matter in connection with the condition of such building; or
  - (3) Any debt or contractual obligation incurred by KVCS.

**SECTION 14. Indemnification.**

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

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

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

Commented [MH11]: Mediation process would be nice here

**SECTION 16. Miscellaneous Provisions.**

- (a) **Entire Agreement.** This Charter, with appendices, addendums and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- (b) **Governing Law.** This Charter shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- (c) **Assignment.** This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the charter granted by this Charter runs solely and exclusively to KVCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of KVCS shall be deemed to be an assignment by KVCS.

**(d) Amendment.**

- (1) In General.** Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between KVCS and the District.
  - (2) Appendix C.** With 30 days notice, the District may amend Appendix C, without consent of KVCS, by sending KVCS a copy of the amended Appendix C, stating its future effective date and signed by the District Superintendent or designee, for the following purposes:
    - (A)** to add new contract services that will be available from the District;
    - (B)** to delete contract services, because such services are no longer provided by the District for its own purposes; or
    - (C)** To reflect any increase or decrease in the fees, rates or other charges for the contract services required by an increase or decrease in the District's cost of providing the services.
  - (3) Changes in Law.** This Charter shall be automatically amended to include any amendment, deletion or change in law which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect KVCS, KVCS and the District shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.
- (e) No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
- (f) Severability.** If any provision of this contract is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.
- (g) Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Charter becoming effective on the effective date specified above, KVCS 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.

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

- (a) Notice.** Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal



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

**KINGS VALLEY CHARTER SCHOOL**  
Attn: Administrator  
38840 Kings Valley Highway  
Philomath OR 97370

**FALLS CITY SCHOOL DISTRICT 57**  
Attn: District Superintendent  
1620 Applegate Street 111 N. Main St.  
Falls City, Oregon 97344

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

**KINGS VALLEY CHARTER SCHOOL**  
Administrator  
Phone: (541) 929-2134  
FAX: (541) 929-8179  
e-Mail: markhazelton@peak.org

**FALLS CITY SCHOOL DISTRICT 57**  
District Superintendent  
Phone: 503-787-3521 x304  
FAX:  
e-Mail: :

**SECTION 18. Power of District Liaison or Superintendent.** The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the District Board (FCSD Board approved on tbd).

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

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

**FALLS CITY SCHOOL DISTRICT 57**

**KINGS VALLEY CHARTER SCHOOL**

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

By: \_\_\_\_\_  
KVCS Board Chairperson

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

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

Approved as to form:

By: \_\_\_\_\_  
(name)

District Legal Counsel



## APPENDIX A

### Administration of Special Education Services

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

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

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

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

- (c) KVCS teaching staff shall be entitled to participate in any special education services training presented by or at any District school or facility on a cost reimbursement basis.
- (d) KVCS will comply with the Special Education Policies and Procedures Handbook provided by the District.

**APPENDIX B**

**KINGS VALLEY CHARTER SCHOOL BIENNIAL FUNDING ADDENDUM  
Fiscal Year  
TBD**

This agreement establishes the special funding agreement between Kings Valley Charter School (KVCS) and Falls City School District 57 (District) for fiscal years TBD under Section 10(b)(4) of the KVCS Charter. All capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Charter.

Commented [MH12]: Check reference

**Administrative Support.** KVCS shall pay to the District a % equal to the Federal Government allowable indirect rate as determined by the Oregon Department of Education not to exceed 5% of the Admw for students in grades 9 through 12, and not to exceed ?? for students in grades Kindergarten to grade 8, for District administrative support and services. The fee shall be deducted from each scheduled payment.

**Special Funding for District Residents who are Eligible for Special Education and Related Services.** During the biennial period covered by this addendum, the base level funding described in Section 10(b)(2) shall be set at 50% of the amount of the District's General Purpose Grant per weighted average daily membership ("ADM") as calculated under ORS 327.013.

**Effect of Addendum on Charter.** Except as expressly and temporarily modified by this addendum, all provisions of the KVCS Charter will continue in full force and effect.

**FALLS CITY SCHOOL DISTRICT 57**

**KINGS VALLEY CHARTER SCHOOL**

**Philomath School District 17J Board**

**KVCS Board of Directors**

By: \_\_\_\_\_  
District Superintendent

By: \_\_\_\_\_  
KVCS Board Chairperson

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

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

## APPENDIX C

### Contracted Services

1. **Special Transportation.** The District may, but shall not be obligated to, provide special transportation services for KVCS outside of its normal home to KVCS routes operating during District school days. Such special services might include, for example, transportation of students who reside outside of the District, transportation for special excursions or transportation on days when District schools are not in attendance. In such cases, the District will be entitled to reimbursement of all expenses related to the special transportation services in accordance with written agreements between the District and KVCS.
2. **Miscellaneous Services.** KVCS and the District acknowledge that the list of services set forth herein is not exhaustive, and that KVCS may contract with the District for additional services. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that KVCS shall pay the District' cost of providing these services to KVCS.

## APPENDIX D

### Schedule of Insurance

Attach proof of Property and Liability Insurance annually

**CONSENT AGENDA**

**July 20, 2017**

**Updated: 7/13/17 1:46 PM**

**A. List of Bills:**

- 1. June, 2017

**B. Minutes:**

- 1. Regular Session - June 15, 2017

**C. Personnel Issues:**

**1. New Hire/Transfers/Change of FTE:**

- A. Michelle Brown                      Transfer: from BL/KVCS to PHS Special Education
- B. Mike McDonough                    PES TOSA (*temp 2017-18*)
- C. Adeline Junker                      PMS Language Arts (*.83 temp 2017-18*)
- D. Emily Helpenstell                   PES 5<sup>th</sup> Grade Self-Contained Classroom (*temp 2017-18*)
- E. Linda Lutnesky                      CPS 1<sup>st</sup> Grade Self-Contained Classroom
- F. Terry Garvin                          PHS Admin Assistant – Athletics (*.50 temp 2017-18*)
- G. Anna Rose Petersen                PHS Forestry IA (*temp 2017-18*)
- H. Joseph DiGiovannangelo Sr.      BL Custodian
- I. K. Kelly Whelchel                    CPS/PHS Custodian / DO Maintenance

**2. Resignation/Retirement:**

- A. Kristen Beckstead                   CPS Playground

**3. Leave of Absence:**

- A. Kimberlie White                    CPS Kindergarten (*2017-18*)

**4. Summer/Extra Duty/Coaches:**

- A. Rachel Olson                          Summer School Student Teacher
- B. Kim St. Clair                          Summer Driver Ed – Behind the Wheel
- C. Cade Braun                            Summer Technology Aide
- D. Matthew Houck                       Summer Work Crew
- E. Kyle Ackermann                      Summer Work Crew
- F. Nathan Hightower                    PHS Football Asst Coach

**5. Pool:**

- A. Hannah Williams                    Lifeguard

**D. Travel/Field Trips:** none at this time

**E. Surplus Property:**

- 1. Older middle school science textbooks from previous science adoption

< continued >

**F. Approve Board Reorganization Decisions & Designations for Fiscal Year 2017-2018**

1. Designate Chief Administrative Office – Melissa Goff
2. Designate Deputy Clerk/Business Manager – William Mancuso
3. Designate Custodian of Funds – Melissa Goff
4. Designate Budget Officer – William Mancuso
5. Designate Signatories of District Checks (1 of 3 signatures required) – Melissa Goff, William Mancuso **and designated Board member**
6. Designate Auditor – Accuity, LLC.
7. Designate Insurance Agent of Record – Zolezzi Insurance
8. Designate District Legal Counsel – Fewel, Brewer, Coulombe and/or Garrett, Hemann, Robertson
9. Designate Depositories for School Funds - Citizens Bank, Wells Fargo, Local Government Investment Pool
10. Designate Confidential Employees –Janet Skaugset, Lillian Edmonds, Jennifer Griffith & Mary Ackermann
11. Designate Supervisory Employees – Matthew Gonzales, Joey DiGiovannangelo & Ellen Luke
12. Authorize Superintendent to Apply for Grant Funds

**G. Approve Alternative Ed Programs**

1. GED
2. Transition
3. Online study
4. LBCC – Beyond PHS

*board/consent agenda 072017*



**SCHOOL BOARD MEETING  
PHILOMATH SCHOOL DISTRICT 17J**

**JUNE 15, 2017  
MINUTES**

**B. REGULAR SESSION**

1. **Call to Order:** The Regular Session of the Philomath School District Board of Directors was called to order by Board Chair, Tom Klipfel on June 15, 2017 at 7:03 p.m. at the Philomath School District 17J office (1620 Applegate Street, Philomath OR). Those in attendance included Board members Rick Wells, Don Cruise, Jim Kildea, Shelly Brown and Tom Klipfel; Superintendent Melissa Goff; Administrators Krista McGuyer, Steve Bell, Susan Halliday, Cindy Golston, Brian Flannery and incoming CPS Principal Abby Couture; Business Manager, Bill Mancuso; and Secretary Janet Skaugset. Mr. Klipfel led the Pledge of Allegiance.
2. **Audience Introductions-Community Comments and/or Requests for Information:** none
3. **Student Government Report:** none
4. **Pause of Regular Session:** The Regular Session was paused at 7:04 p.m. to open the 2017-18 Budget Hearing. The Budget Committee has met three times. Public comment is allowed here, however, none was presented.
5. **Close the Budget Hearing and Re-Open Regular Session:** The Budget Hearing was closed at 7:05 p.m. and Regular Session reopened.
6. **2017-18 Budget Actions: Resolution #1617-06 Adopting the 2017-18 Budget:** Don Cruise made a motion to pass Resolution #1617-06 adopting the 2017-18 budget as presented. Before the last Budget meeting, the committee had asked for reductions up to \$250,000. One figure (\$26,342) seemed high for reducing a custodial/maintenance position .25 FTE. That figure actually combined several areas of savings and was correct. Shelly Brown seconded passing the Resolution adopting the 2017-18 budget totaling \$27,405,484. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**
7. **Resolution #1617-07 Imposing and Categorizing the Tax:** Shelly Brown made a motion to adopt Resolution #1617-07 Imposing and Categorizing the Tax (permanent tax and local option levy). Don Cruise seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

**C. STRATEGY & DISCUSSION**

1. **Facilities Long-Range Financial Plan:** Based on the current long-range plan, the budget will fall short in 2018-19. The proposal is to transfer \$50,000 from the Facility Improvement Fund (dollars from the sale of the Kings Valley School property) each of the next two years. Along with a \$201,000 investment in facilities in '18-19 and cost control, stabilization and meeting obligations will be possible. Shelly Brown made a motion to adopt the long-term facilities financial plan as dated 6/13/17, Version 3 (*Transfer+ '18-19 Adjustment*-bottom section). Don Cruise seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

**D. REPORTS & CORRESPONDENCE**

1. **Superintendent Report:** Mrs. Goff provided a wrap up of June, including graduation, last day of school activities, all-staff professional development day, budget approval, local Citizens Academy and negotiations with the Classified bargaining unit.
2. **Business Manager Report (Bill Mancuso):** The district budget was adopted based on the State estimate of \$8.1 billion funding. The latest State discussions are considering upwards of \$8.2 billion. The Resolution to change appropriation amounts within budgeted line items is later in the agenda.

Bill thanked everyone for his first year in the district. The year ended with the same number of students as 2016, noting 1,554 full-time students and 18 part-time students.

3. **Charter School Report (Jamon Ellingson):** report presented in the packet.
4. **Education Advisory Committee Reports:** Special Education Advisory Committee (**SEAC**) - Mr. Lindsey Ross provided a review of the year. One particular highlight were the four equity awards given to students and staff who went above and beyond during the year (Hannah Slocum, Taylor Scott, Rich Ruiz and Amy Kao). Emerging Bilingual Advisory Committee (**EBAC**) -Attendance has grown through the year, including parent involvement, staff and administrator participation in particular. A year-end summary of subjects was shared. Parents are feeling empowered and supported. A 6-week Juntos with high school students was successful. Strengthening the home-to-school connection is important.
5. **Association Reports:** OSEA-Jean Chiappisi noted that the classified group ratified the new contract. Thank you to the Board members and negotiating team for working together. New officers for 2017-18 are Jean Chiappisi, President; Bobby Baier, Vice President; Laura Kildea, Secretary; and Amanda Bauer, Treasurer. PEA-Beth Edgemon reported that PEA provided lunch for all staff last week; the emergent bilingual support group has been very rewarding to participate in and she's looking forward to next year.
6. **Board Reports:** Don Cruise reported that the consideration of the \$8.2 billion for state school funding is very promising. OSBA takes a strong ownership in helping districts, both large and small, across the state with many issues.
7. **Board Thanks:** Tom Klipfel thanked everyone for the year's successes. Also, to Mr. Cruise for his lengthy service to the district. See Adjournment (end of meeting).

## E. ACTION ITEMS

### 1. Consent Agenda:

#### A. List of Bills:

1. May, 2017

#### B. Minutes:

1. Regular Session – May 18, 2017
2. Special Session – May 25, 2017

#### C. Personnel Issues:

##### 1. New Hire/Transfers/Change of FTE:

- |                          |   |
|--------------------------|---|
| A. Nicholas Traini       | PHS Manufacturing Technology              |
| B. Chad Matthews         | PMS TOSA 2017-18                          |
| C. Kimberly Maness       | PMS Language Arts ( <i>temp 2017-18</i> ) |
| D. Chelsea Van der Zwan  | PMS Admin Assistant – Registrar           |
| E. Donald Meeker         | PES Music                                 |
| F. Melissa Malusky       | CPS K-1                                   |
| G. Tina Hoch             | DO Nurse                                  |
| H. <i>Katelin Walker</i> | <i>PHS Forestry (temp 2017-18)</i>        |

##### 2. Resignation/Retirement

- |                                 |   |
|---------------------------------|---|
| A. Lauren McIlroy               | BL Lunch Server (jobshare) & Custodian (jobshare) |
| B. Paul McIlroy                 | BL Custodian (jobshare)                           |
| C. David Eastman                | CPS Custodian                                     |
| D. <i>Lori Longway-Humphrey</i> | <i>PHS Special Education</i>                      |

##### 3. Leave of Absence:

- |                    |  |
|--------------------|--|
| A. India Sloat     | PHS Science (8 days at end of 1 <sup>st</sup> Trimester 2017/18) |
| B. Amanda Andersen | PMS Language Arts (2017/18)                                      |

##### 4. Extra Duty/Coaches:

- |                  |                                       |
|------------------|---------------------------------------|
| A. Jill Williams | PES Counselor-Registration (3.5 days) |
|------------------|---------------------------------------|

- B. David Dunham Summer Drivers Education
- C. Jennifer Gray Summer School K-2
- D. Cheryl Leckie Summer School 3-5
- E. Donna Carter Summer School 6-9 Math
- F. Michelle Cahill Summer School 6-9 Math/Science
- G. Lily Bogard Summer School PES PEER Tutor
- H. Rachel Worley Summer School PHS PEER Tutor
- I. Darla Schwinabart Summer Extended School Year (ESY) IA*
- J. Amber Ellis PHS Summer YTP Transition Specialist*

**Fall Head Coaches**

- A. Denée Newton-Vasquez PHS Volleyball
- B. Joe Fulton PHS Cross Country
- C. Anton Grube PHS Boys Soccer
- D. Mathew Phelps PHS Girls Soccer
- E. Lori Haslam PHS Dance
- F. Kathy Kohler PHS Cheer
- G. Nancy Thompson PMS Cross Country
- H. Brian Skaar PMS Cross Country

**Winter Head Coaches**

- A. Troy Woosley PHS Wrestling
- B. Marissa Eng PHS Swimming
- C. Blake Ecker PHS Boys Basketball
- D. David Garvin PHS Girls Basketball

**Spring Head Coaches**

- A. Joe Fulton PHS Track
- B. Erik Remington PHS Softball
- C. Levi Webber PHS Baseball
- D. Gary Quandt PHS Tennis

**5. Pool:**

- A. Amity Coon Lifeguard
- B. Blythe Taufasau Lifeguard
- C. Quinton Garcia Lifeguard
- D. Elizabeth Planteen Pool Front Desk

**D. Travel/Field Trips:**

1. 11 Staff members to AVID Professional Development in Denver, CO or Anaheim, CA July, 2017 (attached information).
2. *Chris McDonald to SIOP 'Train the Trainer' Level 2 Institute; Chevy Chase, MD July 23-28, 2017 (registration, plane fare and shuttle, and lodging at conference Marriott Courtyard Hotel paid with Title III Target funds).*

**E. Surplus Property:**

1. Older K-1 reading adoption books and materials; older K-1 math materials; samples from previous math/science textbook adoption process

Several additions (as noted in italics) have been made since last week's information was provided. Jim Kildea made a motion to approve the consent agenda as updated. Don Cruise seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

**2. Old Business:**

- a. Award Bid for Painting Projects: Bids have been received for exterior painting of the PES gym and multipurpose room and exterior of the district office building. Rick Wells made a motion to award the painting contract of PES \$14,785 and DO \$7,385 to Fitzpatrick Painting. Don Cruise seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

**3. New Business:**

- a. Resolution #1617-08 Transferring Appropriations: Three transfers are need to ensure that all appropriations are within the correct amount. Two are minor (\$500 each) and one related to food

service (\$19,000). The food service dollars are flow through to the Corvallis School District. Since there were more students enrolled this year than projected, the budgeted amount necessitated being higher. Don Cruise made a motion to pass Resolution #1617-08. Shelly Brown seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

- b. Approve OSEA 2017-2020 Classified Agreement: Negotiations were held in open session as agreed by both parties. All Articles showing tentative updates were presented. The Board chair will not sign the official agreement until the document is in final presentation form. Rick Wells made a motion to approve the 2017-20 agreements between the Philomath School District and OSEA Classified #64 bargaining unit. Don Cruise seconded. Mr. Kildea noted that his wife is a member of the classified unit, but is not benefitting individually, only as member of the larger group. No conflict of interest is noted. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**
- c. July Board Date & Swearing in of New Board Members: The July Board meeting was set for Thursday, July 20.

**E. MEETING CLOSURE**

**1. Board Management:**

- a. Board Member Community Engagement Reports: no report
- b. OSBA Summer Conference: Rick Wells also needs to be registered.

**2. Meeting Feedback:**

3. **Next Meeting Agenda Items:** The initial all-staff Inservice Day will be August 24. The Board agreed to host the lunch event that day. Further plans will be finalized at upcoming Board meetings. Also, now that a 5-year plan has been set for Facilities, a 5-year plan should be fully identified for academics.

4. **Board Requests:** Don Cruise asked that the Annual Report that was sent to all families this year be sent to all community members in the district. This mailing has been added to next year's budget.

5. **Adjournment:** Thanks went out to everyone during a challenging school year. A summary of service to the district and kudos for outgoing Board members Don Cruise and Tom Klipfel were shared, along with the presentation of a plaque to each commemorating their service. Tom Klipfel officially resigned as of June 28, 2017. Rick Wells made a motion to elect Jim Kildea as interim chair for the July Board meeting. Shelly Brown seconded. **VOTE: MOTION PASSED UNANIMOUSLY (5-0).**

The meeting was adjourned at 8:15 p.m.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

*board/minutes/regular session 061517*



*ms*

**SURPLUS PROPERTY**

Person making request: fill out all items to be included, sign request and send to your Principal  
Principal: If request is approved, sign indicating your acknowledgement; forward to the District office.  
Superintendent: Present to Board; sign after Board approval; send to Maintenance for disposal.

Date: 6/16/17

Item(s) for surplus - please indicate if items may have resale value: No resale value.

120 Water planet, 132 - Life Structure and Function,  
47 Forces, Motion, and Energy, 172 Bacteria to plants,  
40 Animal Diversity, 64 Ecology, 155 Astronomy,  
160 The Air Around You, 148 Earth material and Processes,  
and all Teacher resources

From location - Building / Room / Other: PMJ rooms 19, 20, and 6

Follett was contacted and they do not want to purchase books.

no remaining value       estimated value \$ N/A

Person Making this Request: Gregory Hudson      Gregory Hudson  
Print name      Signature

Principal Authorization: *S. Bell*

Board Approval Date: \_\_\_\_\_

Superintendent Authorization: \_\_\_\_\_

Current location of Surplus Item(s): \_\_\_\_\_

Maintenance - Removal completed by: \_\_\_\_\_  
Name      Date

Items taken to: \_\_\_\_\_

July 2017						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
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27	NC	(29	((30	31		

September 2017						
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					/	2
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					/	9
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24	25	26	27	28	/	29
					/	30

October 2017						
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November 2017						
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December 2017						
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					/	9
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17	V	V	V	V	V	23
24/31	V	V	V	V	V	30

January 2018						
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28	29	30	31			

February 2018						
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				/	/	3
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					/	10
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18	MU	20	21	22	/	23
					/	24
25	26	27	28			

March 2018						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
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18	19	20	21	22	/	23
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25	V	V	V	V	V	31

April 2018						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
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22	23	24	25	26	/	27
29	30					

May 2018						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
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					/	12
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27	H	29	30	31		

June 2018						
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					/	2
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					/	9
10	11	12))	MU	MU	CG	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**CODES**

- School begins KG-1st: staggered start (8/29-8/31)
- ( School begins 2nd, 6th, 9th
- (( School begins 3rd-5th, 7th-8th, 10th-12th
- ) 1/2 day, last day of school
- CG Conference/Grading/Assessment, no classes
- DS Daylight Savings
- / Early Release Day
- G Graduation
- H Holiday
- IN Inservice Day-staff only, no classes
- MU Possible inclement weather make-up day
- NC Non-Contract, no classes
- S Seniors-last day
- V Vacation - Winter/Spring Break
- X Statewide Inservice, no classes

**QUARTER DAYS**

Qtr 1	11/2	45
Qtr 2	1/25	43
Qtr 3	4/12	46
Qtr 4	6/12	39
Total		173

**TRIMESTER DAYS**

Tri 1	11/21	56
Tri 2	3/8	59
Tri 3	6/12	58
Total		173

**STUDENT HOLIDAYS**

- 9/4 Labor Day
- 11/11 Veterans Day \*observed 11/10
- 11/23 Thanksgiving
- 11/24 Thanksgiving
- 1/15 Martin Luther King, Jr.
- 5/28 Memorial Day

**TEACHER CONTRACT DAYS**

- 173 Student days
- 8 Conference/Grading/Assessment
- 6 Holidays
- 3 Inservice days
- 190 Total
- 5 Make-up Days identified