

**Charter School Contract
between the
Blachly School District
and
Triangle Lake Charter School**

CHARTER SCHOOL CONTRACT

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Blachly School District (“District”) and Triangle Lake Charter School an Oregon nonprofit corporation doing business as Triangle Lake Charter School (“TLCS”).

RECITALS

WHEREAS, the Oregon Legislature has enacted ORS Chapter 338 for certain purposes enumerated in that chapter; and

WHEREAS, on December 17, 2014, a renewal request (attached and incorporated as Appendix A) was submitted for the renewal of the TLCS as a public charter school to continue to operate within the District; and

WHEREAS, the District has determined that the renewal request as amended herein, complies with the purposes and requirements of ORS Chapter 338; and

WHEREAS, the District Board held a public hearing on the provisions of the renewal request in accordance with ORS 338.065 and evaluated the criteria set forth in ORS 338.065; and

WHEREAS, the District Board has determined that the TLCS has demonstrated sustainable support for TLCS by teachers, parents, students, and other community members, including comments received at the public hearing; has demonstrated the capability of the TLCS in terms of support and planning to provide comprehensive instructional programs to students including those identified by TLCS as academically low achieving; and that the renewal request of TLCS addresses the criteria required in the renewal process in ORS 338.065 and in District Policy; and

WHEREAS, by board action December 17, 2014, the District Board conditionally approved the application seeking to renew the TLCS contingent upon negotiation and execution of a contract acceptable to TLCS and the District; and

WHEREAS, this Contract between the TLCS and the District, including the Appendices, will constitute the full and complete agreement between the parties regarding the governance and operation of the TLCS; and

WHEREAS, the parties desire that the TLCS be authorized to operate and conduct its affairs in accordance with the terms of this Contract 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:

CONTRACT

1. Grant of Charter

Triangle Lake Charter School (“TLCS”) is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate a single public charter school located within the boundaries of and in conjunction with the Blachly School District (“District”) as described herein.

2. Effective Date

A. This Contract shall commence on July 1, 2015, and shall expire on June 30, 2020, subject to the possibility of renewal pursuant to state law.

3. Educational Program, Student Assessment and Curriculum

A. Age and Grade Range

- (i) For each school year covered by this Contract, enrollment shall be open to any child eligible to attend grades served subject to state law (ORS 338.125).
- (ii) As provided in state law, (ORS 338.115(5)), TLCS shall maintain an active enrollment of at least twenty-five (25) students. The District may terminate this Contract at a trimester break if student enrollment in TLCS falls and remains below 25 students for thirty (30) days or longer during any school year.
- (iii) Each grade at TLCS shall be capped at 21 students. No student who is a resident of the district will be denied admittance based on the cap. Students from outside the District may be admitted as space allows. This cap may be adjusted upon written approval by the District and TLCS board members. This cap will be automatically increased by one (to a maximum of 23) if a sibling of a current student who attended in the previous year applies to attend and enrollment in that grade is already at its cap. If there are more applications than spaces available, an equitable lottery system will be used to determine who will be admitted.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of TLCS’s instructional programs outlined in Section 3. below.

- (i) TLCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract in a manner which is consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum designed and implemented by TLCS 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.
- (iii) TLCS will comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) TLCS will obtain prior approval from the District before making a fundamental change to the educational program or curriculum outside the three areas of foci: technology, health and wellness, and natural resources. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

The District will annually budget monies for TLCS use related to curriculum. TLCS will determine how to spend this money and request purchases through the procedures outlined in Sections 5 and 7 of this Contract.

C. Educational Program

- (i) TLCS will provide an outline of its core curriculum and educational program. This is contained in TLCS's renewal request and attached and labeled Appendix A.
- (ii) ELL program: TLCS's curriculum and educational program shall contain a general plan to address English Language Learners as required under ORS 336.079.

D. Records

TLCS shall comply with all record keeping requirements of state and federal law pertaining to student records and shall cooperate with the District by providing key reports or records to the District, as necessary, to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education.

E. Nondiscrimination

The education program of TLCS, without limitation, shall conform to all statutory and constitutional provisions prohibiting discrimination on the basis of actual or perceived age, race, color, sex, national or ethnic origin, religion, mental or physical disability, marital status, sexual orientation, veterans' status, pregnancy, familial status or economic status.

F. Nonreligious

The educational program of TLCS shall be nonsectarian and nonreligious. The educational program shall not be affiliated with any nonpublic sectarian school or religious organization. This section shall not preclude TLCS from providing instruction in a facility leased from a church or religious organization.

G. Admission

- (i) Admission of students to TLCS shall be conducted in accordance with state law (ORS 338.125) and federal law. "Admission" means that the student has (1) applied to TLCS; (2) successfully completed the lottery (if applicable); and (3) been formally accepted as a TLCS student by TLCS.
- (ii) In the case of a student who is eligible for special education and related services under the Individuals with Disabilities Education Act ("IDEA"), the District's Individual Education Plan or Program ("IEP") team must have deemed TLCS to be a proper placement for the student to continue attending.

H. Enrollment Process

- (i) Enrollment at TLCS is and must be voluntary. All students, including students with disabilities, who are residents of the District, are eligible for enrollment. Students who are not residents of the District, are eligible for enrollment based on ORS 338.125(2) and may be admitted as space allows.
- (ii) After a grade has met its student capacity, a waiting list will be established for non-resident students pursuant to applicable state law. A non-resident student waiting list will be established for each grade level with the selection of students for admission achieved through an equitable lottery. Students who apply after the final annual enrollment period has closed

will be added to the appropriate waiting list in a manner consistent with state law and this Contract.

I. Preferences after First Year

As provided in ORS 338.125(3), TLCS may give admissions preference to students who were enrolled in TLCS in the prior year and siblings of students enrolled and attending TLCS.

Once these students are identified, all other students will be selected through an equitable lottery, as described in Section 2. H.

J. Student Attendance, Conduct and Discipline

(i) TLCS shall utilize the District's system of uniform student conduct. TLCS shall notify its students of the students' rights and responsibilities at the beginning of each school year, or as a student meets the admission requirements as stated in this Contract. TLCS shall maintain accurate enrollment data and daily records of student attendance.

K. Education of Students with Disabilities

TLCS shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children under the IDEA. Compliance by TLCS includes, but is not limited to, the following:

- (i) TLCS shall comply with all District policies regarding discipline of special education students.
- (ii) The IEP teams are determined by federal law.
- (iii) The student's IEP team will determine the appropriate educational program and placement for the student. TLCS shall abide by the IEP team's decision on program and placement.
- (iv) District staff shall comply with training required by an IEP team for the delivery of services to a TLCS student. Required training shall, to the extent possible, be conducted outside TLCS instructional time.
- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for TLCS special education students shall be retained by the District.

- (vi) The District has the discretion to determine which specialized programs will be offered on site at the TLCS site.
- (vii) The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of TLCS. TLCS shall not change the student's placement or IEP without IEP team action.
- (viii) If it is required as a related service on a TLCS student's IEP, the District will provide transportation to TLCS.
- (ix) If, after a student is enrolled and attending TLCS, the staff suspects a student may be eligible for special education and related services under IDEA, TLCS shall comply with the District practices and policies for referral of the student for evaluation.
- (x) The District retains responsibility for offering and providing a free appropriate public education to all special education students who attend TLCS.
- (xi) TLCS will ensure that all individuals applying for admission to TLCS receive equal opportunity for admission without regard to whether individuals are considered disabled under any applicable state or federal law.

L. Tuition and Fees

TLCS shall not charge tuition to students attending TLCS. TLCS shall not charge tuition for programs, classes or courses of study which are part of the regular school program. TLCS may charge reasonable fees for textbooks (including deposits applied to damages), instructional materials, optional after-school programs and student activities pursuant to state law (ORS 339.141, 339.147 and 339.155).

M. Student Welfare and Safety

TLCS 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, administration of medications to students, and the operation of school facilities.

N. School Year; School Day; Hours of Operation

Students will receive at least the minimum number of annual instructional hours pursuant to state laws or administrative rule. TLCS's calendar will not differ from the District's calendar.

O. Alternative Education Model

Subject to applicable state law, federal law, and the terms of this Contract, TLCS shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy.

P. Participation in District Offerings

- (i) TLCS students may participate in District extracurricular activities. TLCS students will be allowed to participate in District programs.
- (ii) TLCS students may use certain District facilities subject to all applicable District policies relating to the use of such facilities. Examples of such facilities include but are not limited to school libraries, outdoor track, large meeting rooms, computers and science laboratories.
- (iii) The District will provide services to TLCS, such as extracurricular programs and ancillary services such as food services. These services will be provided to TLCS by the District in lieu of direct funding per Section 5. of this Contract.
- (iv) The District shall not be required to provide transportation for a TLCS student to and/or from an extracurricular activity. However, the district may provide transportation services to a TLCS student to and/or from an extracurricular activity. The District is not required to add or extend existing bus routes or provide other transportation services to accommodate a TLCS student beyond existing routes.

Q. Promotion/Recruiting

TLCS will take affirmative efforts, including advertising intended to reach as many families with children eligible to apply to TLCS as is practicable. TLCS's advertising and promotion plan shall apprise potential students of transportation options to and from the school.

4. Evaluation of Student Performance and Procedures for Corrective Action

A. Reasonable Progress

TLCS shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with those set forth in this section, provided that such goals, objectives and student performance standards shall at all times remain in compliance with state law and the provisions of this Contract.

B. Curriculum Alignment

The learning goals for TLCS students will be aligned to the Oregon standards.

C. Student Assessment

(i) TLCS will fully participate in District and statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the federal assessment requirements. TLCS will administer the Oregon statewide assessments to its students on the same schedule as the District and in conformity with state law.

(ii) If any of the assessments described in Section 4. C of this Contract are discontinued, TLCS shall select a new assessment protocol and provide notice of the change to the District. Upon this occurrence, the TLCS and the District shall determine new methods of evaluating student progress under this Contract through the new assessment.

D. Information from the District

The District will provide TLCS the assessment result information with disaggregated data for comparison and goal-setting purposes.

E. The District shall report to TLCS the state assessment result information within 10 days of receiving the scores.

5. Economic Plan, Budget and Annual Audit

A. Funding

(i) Pursuant to Section 7 of this Contract, the District and TLCS agree to operate TLCS under the direction of the District for all operational

concerns further delineated in that section. Accordingly, the District shall retain financial controls over the operations of TLCS except as delineated in this Contract.

- (ii) Pursuant to state law, for kindergarten through eighth-grade students the District shall provide funding to TLCS in an amount per weighted average daily membership (ADMw) of TLCS that is equal to a minimum of 80 percent of the amount of the District's charter school rate per ADMw as calculated under ORS 327.013. For students in grades 9 through 12, this amount will be a minimum of 95 percent of the amount of the District's charter school rate per ADMw as calculated under ORS 327.013. Consistent with Section 3. K. (v) of this Contract, there is an exception for students eligible for special education services under IDEA. The District and TLCS agree this funding will not be transferred to TLCS, rather this funding will be provided to the TLCS in the form of services. The District will fund all operational costs of TLCS as outlined in this Contract, including but not limited to staffing, facilities and financial services. All funds will be maintained by the District. TLCS may request purchasing through District procedures and will have a meaningful role in the budgeting process.
- (iii) Any financial commitment on the part of the District contained in this Contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund TLCS operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

- (i) On or before April 1st of each year, TLCS shall submit to the District the TLCS budget priorities for the upcoming school year. The District will work these priorities in to the District's budget.
- (iii) The fiscal year of TLCS shall begin on July 1st of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.
- (v) TLCS shall notify the District of any short term loans secured by TLCS. TLCS shall not carry any loans over the end of the fiscal year, save for loans for facility acquisition or development.

C. Financial Records, Audits and Accounting Reports

- (i) In the course of providing all financial services to TLCS, the District agrees to maintain and retain appropriate financial records in accordance with applicable state and federal laws on behalf of TLCS. The District

shall submit quarterly income and expense reports, and submit monthly balance sheets showing liabilities to TLCS by the 15th of each month. If these financial records have not been reviewed at the time of submission to TLCS, any corrections required upon review by the District shall be submitted to the District the following month.

- (ii) The District shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.990. This audit will include any funds maintained by TLCS.
- (iii) The District's funding of TLCS shall operate in accordance with generally accepted accounting principles (GAAP) or other generally accepted standards of fiscal management and District policies and procedures.
- (iv) The parties acknowledge that under ORS 338.155(9)(b) TLCS may be entitled to other state sources of funds from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract. The District will cooperate pursuant to District policy.
- (v) The parties acknowledge that under ORS 338.155(9)(a) TLCS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education, federal government or private entity. The District will cooperate pursuant to District policy.
- (vi) TLCS may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this Contract. In the event that TLCS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. TLCS shall annually report all gifts, donations and grants to the District by recording same in the financial records described above in this Section 5. C. above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless TLCS is required to disclose this information under law.
- (vii) The District shall provide TLCS with all copies of letters and the audit report from the District's auditor to the District Board.

D. Grant Funds

- (i) The District and TLCS agree that TLCS is eligible for and may receive grant funding outside of the state school funds outlined in Section 5. A.

The District will keep the funds for TLCS and account for them separately from other District and TLCS funds. TLCS may use these funds for any purposes consistent with the mission and purpose as outlined in the application and this contract. Any purchases outside the scope of the mission and purpose of the application or this Contract must be approved by the District.

6. Building and Facilities

- A. Insofar as TLCS will be the only educational program offered by the District, the District agrees to grant TLCS the use of all existing District facilities for the operation of TLCS. The District agrees to be responsible for all maintenance and upkeep of District facilities. These facilities and upkeep costs will be provided to TLCS by the District in lieu of direct funding per Section 5 of this Contract. TLCS's use of the facilities shall continue until the termination of this Contract. If at any point this Contract is terminated or non-renewed, the facilities will be returned to the District in the same condition as the time of the execution of this agreement, normal wear and tear excepted.
- B. TLCS must obtain prior approval from the District before initiating any substantial change in the District's building and facilities.

7. Governance and Operation

TLCS shall govern and operate the charter school as set forth in its corporate documents to the extent permissible under federal and state law and subject to all conditions of this Contract. TLCS shall operate under the direction of the District, with the exception of TLCS's control over curriculum of the TLCS program as enumerated in this Contract. The District retains the authority of staffing, facilities, and finances consistent with the terms of this Contract.

A. Corporate Status

- (i) TLCS is and shall remain for the term of this Contract an Oregon nonprofit corporation. Within thirty (30) calendar days after making any changes to its Articles of Incorporation or Bylaws, TLCS shall notify the District of the changes that have been made to such documents.

B. Public Meeting and Public Records

TLCS and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690 and Oregon Public Records Law, ORS 192.410 to 192.505.

C. Operational Powers

Subject to the conditions and provisions of this Contract, TLCS, through its Board of Directors, shall conduct its operations subject to the direction and control of the District. The District will be fiscally responsible for TLCS's operations. TLCS will retain the authority to be fiscally responsible for funding provided to TLCS via grant funds, and funds designated by the District for curriculum. TLCS's authority over grant and curriculum funds is limited to objects consistent with the mission and purpose in the application. These funds will be maintained by the District. Any expenditures beyond those purposes must meet prior approval of the District.

- (i) TLCS shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit corporations and charter schools so long as such powers are not inconsistent with the terms of this Contract, including without limitations the following powers (and including such other powers as provided for elsewhere in this Contract): prepare a budget; purchase, lease or rent furniture, equipment and supplies; organize and carry out fund-raising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donors as are consistent with law and not contrary to any of the terms of this Contract.
- (ii) The District and TLCS agree that the day-to-day operation of TLCS will be subject to the direction and control of the District. However, TLCS, through its duly appointed board may direct the curriculum of TLCS consistent with the purpose and mission. TLCS may access all curriculum and grant funds for this purpose. The District in its sole discretion can determine what is and is not consistent with the purpose and mission of the application.

D. Third Party Contracts

TLCS shall not enter into any contract for comprehensive school management or educational services beyond \$5,000.00 in value to be performed in substantial part by an entity not a party to this Contract without prior approval by the District.

E. Annual Report and Site Visit(s)

TLCS shall submit an annual report by each October 15th to the District and to the State Board of Education which will include, without limitation, the following:

- (i) Any statements from TLCS that show the results of all operations and transactions affecting the financial status of TLCS during the preceding

annual audit period for the school for funds which the TLCS has control over.

- (ii) Information on the performance of the school overall, including summary enrollment levels, attendance rates, student conduct and discipline data, an analysis of the students' progress toward meeting academic goals and objectives, summary data on the accomplishment of the school's educational program and operational goals, an outline of goals for the upcoming year along with an action plan to achieve those goals and evaluation plan to measure attainment of those goals;
- (iii) Any other information the District reasonably deems necessary to demonstrate that TLCS is in compliance with state and federal law and the terms of this Contract. The District will notify TLCS of any additional information it requires by August 1st of each year.
- (iv) Upon mutual agreement by the District and TLCS, the date which the annual report is due may be modified. If the date is changed, the need for any additional information under subparagraph (iii) will be communicated to TLCS 90 days prior to the modified due date.

District Board and staff members may visit the TLCS site at any time during operating hours in a way that does not interfere with instruction. Pursuant to state law (ORS 338.095(2)), the District or its designee will visit the TLCS site at least annually and review the TLCS's compliance with the terms and provisions of this Contract. Other visits will take place after reasonable notice is given to TLCS.

I. Termination

- (i) To the extent allowed by ORS Chapter 338 the District may revoke the charter and terminate this Contract on any of the following grounds:
 - a) Violation of or failure to meet, and sustain any terms of this Contract or ORS Chapter 338.
 - b) Failure to meet the requirements for student performance stated in Section 4. of this Contract.
 - c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.
 - d) Failure to maintain insurance as described in Section 9. A. of this Contract.

- e) Failure to maintain financial stability.
 - f) Failure to maintain, for one or more consecutive years, a sound financial management system incorporated into the written charter under ORS 338.065
- (ii) The District shall provide sixty (60) calendar days' prior written notice of its intent to terminate this Contract. This notification must include the grounds for termination and be sent to TLCS's business address. TLCS may appeal the District's decision to terminate this Contract directly to the District's Board. TLCS must request this appeal in writing to the District, and the District has 30 days in which to provide TLCS a hearing on the proposed termination. TLCS may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. TLCS has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. The State Board of Education will, where possible, issue its final order within 60 days of the District's notification; if this is not possible TLCS shall remain open pending issuance of the State Board of Education's final order.
- (iii) Notwithstanding Section 7. I. (i) and (ii), the District may terminate TLCS immediately if TLCS is endangering the health or safety of the students enrolled in TLCS. TLCS may appeal this decision in writing to the District Board. The District Board has 10 days to provide an opportunity for a hearing. Under this subparagraph, the TLCS shall remain closed at the discretion of the District.
- (iv) TLCS may only terminate this charter at the end of a trimester. TLCS shall notify the District in writing at least 180 calendar days prior to the proposed effective date of termination, dissolution or closure of TLCS.
- (v) In the event of termination of TLCS as a public charter school, all assets purchased with public funds paid to TLCS by the District in accordance with this Contract shall be given to the State Board of Education for disbursement in accordance with state law (ORS 338.105(6)).

J. Dissolution

In the event TLCS should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter,

or dissolution of the nonprofit corporation, it is agreed that TLCS's legal authority to operate as a private school or other program governed by state and federal non-profit law shall not be abridged.

K. Property Inventory Control

- (i) TLCS shall maintain records of purchase orders and invoice records for all assets over \$ 500.00 purchased with funds they have control over. These records shall indicate whether the assets were purchased with public funds, or non-public funds. TLCS shall provide the District with a list of these records no later than July 15th of each year that the TLCS operates as a public charter school in the District. For purposes of this section, public funds shall include any and all funds distributed to TLCS:
 - a) By the District, pursuant to ORS 338.155, ORS 338.165 and the terms of this Contract;
 - b) By the Oregon Department of Education, including any and all federal grant funds that TLCS may apply for and be awarded by the Oregon Department of Education; or
 - c) By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.
- (ii) TLCS may retain any asset which was purchased with non-public funds upon termination. If TLCS does not maintain records of purchase orders and invoice records for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

L. Complaint Policy

TLCS shall adhere to the District's complaint policies and procedures.

8. Employment Matters

The District shall be the employer of all employees at TLCS. The District will follow all applicable laws regarding background checks and teacher licensure and registration.

A. Building Administrator

The District superintendent will be TLCS's building level administrator, and subject to the direction and control of the District Board of Directors. This administrator will be provided to TLCS by the District in lieu of direct funding per Section 5. of this Contract.

9. Insurance and Legal Liabilities

A. Insurance

- (i) The District shall maintain all necessary insurance and documentation for TLCS.

B. Legal Liabilities

- (i) The following federal and state laws apply to TLCS pursuant to state law (ORS 338.115(1)) and shall be observed by TLCS where applicable:
 - a) Federal law.
 - b) ORS 192.410 to 192.505 (Public Records Law).
 - c) ORS 192.610 to 192.690 (Public Meetings Law).
 - d) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
 - e) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks).
 - f) ORS 337.150 (textbooks).
 - g) ORS 339.141, 339.147, and 339.155 (tuition and fees).
 - h) ORS 659.850, 659.855 and 659.860 (discrimination).
 - i) ORS 30.260 to 30.300 (tort claims).
 - j) Health and safety statutes and rules.
 - k) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485(2).

- l) ORS 329.045 (academic content standards and instruction).
 - m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
 - n) ORS 339.250(9) (prohibition on infliction of corporal punishment).
 - o) 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)
 - p) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate)
 - q) ORS chapter 657 (Employment Department Law)
 - r) ORS 339.326 (notice concerning students subject to juvenile court petitions).
 - s) ORS chapters 279A, 279B and 279C (Public Contracting Code).
 - t) ORS 326.565, 326.575 and 326.580 (student records).
 - u) ORS 336.840 (use of personal electronic devices).
 - v) ORS 339.119 (consideration for educational services).
 - w) ORS 342.856 (core teaching standards).
 - 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) Any statute or rule that is listed in the charter.
 - aa) ORS Chapter 338.
- (ii) TLCS and the District will also comply with any statute adopted by the Legislature and any validly adopted administrative rule promulgated by the Oregon State Board of Education (OSBE), the Oregon Teacher Standards and Practices Commission (TSPC) or other state agency regarding public charter schools.

- (iii) TLCS shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program within 30 days of adoption of such policy by TLCS's governing Board.

C. Waiver

TLCS may apply to the State Board of Education for a waiver consistent with ORS 338.025. TLCS shall notify the District in writing thirty (30) calendar days prior to requesting a waiver from the State Board of Education. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will meet one or more of the waiver criterion outlined in state law (ORS 338.025(2)).

D. Full Faith and Credit

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

E. Indemnification

- (i) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS 30, TLCS 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 TLCS of property of TLCS 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 TLCS. 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 TLCS whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. This indemnification shall not apply to any damages incurred regarding any act or omission of TLCS or the TLCS Board that is later determined to be required by law or this

Contract. TLCS agrees to indemnify, hold harmless and defend the District from all contract claims in which TLCS 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.

- (ii) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS 30, the District agrees to indemnify and hold TLCS, 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 acts or omissions of the District. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any TLCS 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 TLCS employee working at the District whose negligent or wrongful act or omission is caused in whole or in part, or directed by TLCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or the 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.
- (iii) This indemnification, defense and hold harmless obligation on behalf of TLCS 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.

F. District Disclaimer of Liability

The parties to this Contract expressly acknowledge that TLCS 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:

- (i) The acts or omissions of TLCS, its governing Board, trustees, agents or employees not permitted under this Contract;
- (ii) Any debt or contractual obligation incurred by TLCS outside the scope of authority granted by this Contract.

G. ADA/§504 Obligations

TLCS 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. TLCS and the District further agree that the District shall provide the educational services at TLCS with curricular input from TLCS, and accordingly assumes the responsibility for compliance with these laws. With this responsibility, TLCS agrees to follow the District's direction on all matters related to this compliance, and the District agrees to accommodate TLCS's curricular options to the extent practical.

H. Transportation

- (i) TLCS is responsible for providing transportation to students who reside in the District and attend the charter school. Notwithstanding this obligation, the District agrees to provide transportation to TLCS students within the District under existing District transportation policies. These TLCS students may obtain transportation through the student's parent/guardian or existing District bus lines. The District shall not be obligated to add or extend existing bus routes or add bus routes for purposes of providing transportation to TLCS's students that are not residents of the District. The District will provide transportation to TLCS students along existing District bus lines so long as space is available.

10. Renewal of Charter

- A. Renewal shall be governed by state law (ORS 338.065).

11. Miscellaneous Provisions

A. Entire Agreement

This Contract, including the Exhibits, 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.

B. Governing Law

This Contract shall be governed by, subject to and construed under the laws of the State of Oregon. The parties intend that where this Contract references state or federal law, they be bound to any amendment to such law upon the effective date

of such amendments to the extent they apply to charter schools. If, at any time during the term of this Contract, a change in state or federal law requires modification of this Contract, TLCS and the District will review this Contract and modify it accordingly.

C. Assignment

TLCS shall not, under any circumstances, assign, delegate, or contract with any entity to provide the comprehensive educational program described in this Contract and the attached Appendices. It is expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively to TLCS. This does not limit TLCS's right to enter into contracts and agreements relating to matters other than comprehensive operation of the education program to the full extent allowed under state law. Further, TLCS may contract for educational services as a component to the TLCS program pursuant to Section 7. F. of this Contract.

D. Terms and Conditions of Application

The parties to this Contract agree that Appendix B sets forth the overall goals, standards and general operational policies of TLCS, and that the Appendix B is not a complete statement of each detail of TLCS's operation. To the extent that TLCS desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in Appendix B, TLCS shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures, and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and ORS Chapter 338.

E. Conflict between Renewal Request and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this Contract and the Charter Renewal Request, the Contract provision(s) shall supersede any provision contained in the Charter Renewal Request.

F. District Liaison

The District shall designate, for purposes of this Contract, the District Superintendent, or his/her designee, as the official District Liaison between the District and TLCS.

G. Amendment

This Contract may be modified or amended only by written agreement between TLCS and the District.

H. Notice

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) business days after mailing when sent by certified mail, postage prepaid, to the office of the District Board Chair, or the TLCS Board Chair.

I. Definition of Business Day

For purpose of this Contract, “business day” means a day in which the District administrative office is open. “Business day” does not include Saturdays, Sundays, official state holidays listed in ORS 336.010, federal holidays, any day(s) in which the administrative office is closed due to inclement weather or any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board or its designee.

J. Address of Parties for Purpose of Written Notice

The following addresses are the addresses to be used when sending a written notice required by law or this Contract:

For the District:

Blachly School District
Attn. Board Chair
20264 Blachly Grange Road
Blachly, Oregon 97412

For TLCS:

Triangle Lake Charter School
Attn: Charter Board Chair
20264 Blachly Grange Road
Blachly, Oregon 97412

Should these addresses change, the parties agree to notify the other party within ten (10) calendar days of the address changing.

K. 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.

L. Dispute Resolution

In the event any dispute arises between the District and TLCS 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 Superintendent for review. If the District Superintendent and TLCS 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 may be appealed by TLCS to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

M. 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.

N. Delegation

The parties agree and acknowledge that with regard to this Contract between the District and TLCS, 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 be made only by the District Board.

O. 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 or any court proceedings. Such sums shall be determined by the court or arbitrator.

P. Incorporation of Application and Other Appendices

The following appendices are attached and incorporated by reference:

Appendix A: TLCS renewal request;

Appendix B: TLCS's Charter School Mission and Philosophy Statements and Curriculum Outline; and

Appendix C: District and TLCS meeting minutes within the term of this Contract that include motions approving this Contract.


Q. Authority to Enter In To Contract

- (i) TLCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of TLCS and that the Board of Directors of TLCS has duly approved this Contract. TLCS shall provide a copy of its written resolution authorizing TLCS to enter into this Contract to the District.
- (ii) The District expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the District and that the District Board has duly approved this Contract. The minutes authorizing the execution of this Contract are attached as Appendix C.


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

Blachly School District:

Triangle Lake Charter School:

By: 

 Derek Pennel
 School Board Chair
 Blachly School District

By: 

 Ariah Richardson
 Director
 Triangle Lake Charter School

Date: 2/21/18

Date: 2/21/18

Approved as to form:
District Legal Counsel

Appendix A

BLACHLY SCHOOL DISTRICT #90
Triangle Lake Schools K- 12
20264 Blachly Grange Road Blachly, OR 97412
Phone: 541-925-3262 Fax: 541-925-3062
www.blachly.k12.or.us
“A community is known by the schools it keeps”

December 17, 2014

Dear District School Board,

It is the Charter School Board's intention to renew our current public school charter. We are requesting renewal from you, the sponsor, according to ORS 581-020-0359. We have been working on updates to the original application and charter contract and are currently on track to meet the deadline of the June 30, 2015 submission. We have retained OSBA to update our contract.

Within 45 days from your receipt of this request for renewal, according to the aforementioned ORS, it is the District Board's responsibility to schedule and hold a public hearing on the renewal.

Sincerely,

Ariah Richardson
Charter Board Chair

Appendix B

Mission

Along with a vision to offer increased academic choice and a learning environment tailored to the interests and needs of each student. TLCS will strive to provide a unique learning environment that uses small classroom sizes, the surrounding environment, and community involvement to advance educational excellence with foci on technology, natural resources, and health and wellness.

Objectives, Goals, and Expected Results

The central purpose of TLCS will be to build on the strong foundation of the existing Triangle Lake Elementary and High Schools. Triangle Lake Charter School will look to pursue educational excellence and enhance individual learning through three focus areas:

1) Technology

- Students and instructors will be offered access to new, leading edge technology, seamlessly integrated into the learning environment.
- Students will be expected to meet a minimum set of grade-level specific state and/or federal technology standards (Examples: Oregon Digital Learning Standards, National Educational Technology Standards for Students (ISTE)).
- TLCS will create and provide all-campus wireless capability, with the appropriate bandwidth to support expanded on-line learning.
- Students will be offered an increasing number of online course options, including dual credit coursework starting at grade 9.
- Dedicated technical support for TLCS' IT infrastructure will be employed, and expanded staff development will be provided to support the school's increased technology focus.

2) Natural Resources

- An integrated natural resources curriculum will be provided for Kindergarten through 12th grade.

3) **Health and Wellness**

- ⊖ TLCS will employ a 100% participation / “no-cut” athletics policy.
- Annual health screenings and related instruction will be provided for all students.
- A free breakfast program will be maintained for all on-site students, in combination with a nutrition-conscious lunch program and a healthful daily snack.

These focus areas will be facilitated by the following actions:

· **Small Class Sizes**

To maintain small and intimate class sizes, class sizes will be capped at 21 students, except in two situations. The cap will be increased to add resident students as needed with no maximum. The cap will be automatically increased by one (to a maximum of 23) if a sibling of a current student who attended in the previous year applies to attend and enrollment in that grade is already at its cap.

· **Community Partnerships**

- Develop educational partnerships with state, federal, and private organizations to assist in implementation of natural resource curriculum.
- Maintain community member representation on the TLCS Board.
- Maintain status as an ASPIRE (community mentorship program) school.

· **Expanded Classroom Boundaries**

- Increase the number of remote-learning options available to TLCS students.
- Increase the number of off-site learning activities (examples: field trips, service learning, internships, etc.) available to TLCS students

Distinctive Teaching and Learning Techniques

- Opportunistic use of registered teaching staff for non-core classes
- Personal education plan for each 9th -12th grade student (at minimum)
- Involvement of parents, experts from within the community, and/or partnership organizations such as Oregon State University (“OSU”) and the ASPIRE program
- TLCS-integrated curriculum strands related to natural resources
- Distance learning opportunities for coursework not available on-site at TLCS
- Maintaining small class sizes

- Expanded classroom boundaries including the use of experiential off-site learning
- Pervasive use of technology throughout the grades by teachers and students

Curriculum Overview

Building on the existing curriculum of Triangle Lake Elementary and High Schools, TLCS will achieve its mission and goals through the use of an articulated K-12 curriculum that focuses TLCS resources, optimizes student learning, increases efficiency, and eliminates curricular gaps by aligning to the state standards. It is the intent of TLCS to have core classes taught by TSPC licensed staff whenever practicable. Secondary (6-12) school core classes are identified as Language Arts, Science, Math, and Social Studies. Kindergarten through 5th coursework will be taught by licensed elementary staff.

Governance

The developers envision a TLCS Board comprised of one current District Board member (selected by the District Board), two teachers (preferably one elementary and one upper level, selected by the teaching staff), one classified employee (selected by the classified staff), and one “at large” community member (applicants to be interviewed and selected by the District Board), each member serving staggered terms of three years. The superintendent/principal will be included on the TLCS Board as a non-voting member. This TLCS Board will be empowered to make most of the governance decisions pertaining to management of the charter contract including those related to integration of curriculum goals into school development. Financial operations will be approved by the District Board. A ‘Roles and Responsibilities Matrix’ will be crafted to clearly define the functions of the TLCS Board, District Board, and Superintendent.

TLCS Roles and Responsibility Matrix

Abbreviations:

SUP- District Superintendent

DBD- District School Board

CBD- Charter School Board

R- Recommend (or Give Input)

A- Approve / Own

Task	<u>SUP</u>	<u>DBD</u>	<u>CBD</u>	<u>Comments / Notes</u>
Governance				
Determine and Specify Charter Board Terms and Overlaps		R	A	
Determine Charter Bylaws (e.g. meeting frequencies, decision making process, rules of order, etc.)	R		A	
Ownership and Maintenance of Charter Contract		A	A	
Approval of Charter Contract and/or Future Changes to Contract		A	A	Bi-lateral approval required
Modification of District Policies to Enable Efficient and Semi-Autonomous Charter School Operation	R	A	R	This is both a Legal and Operational Requirement
Creation of Charter-Specific Policy (where required)	R		A	
<u>Day-to-Day</u> Oversight of TLCS to	R		A	

Ensure School Meeting Charter Contract Goals				
<u>Periodic</u> Oversight of TLCS to Ensure School is meeting terms of Charter Contract	R	A		Although ‘Periodic’ is undefined, Oregon Statute requires districts to review the financial and performance audits of sponsored charter schools, annually.
Financial				
Activity Related to the Formation of Non-Profit / 501c(3) Status for TLCS	A		A	Required by Oregon Statute
Budgeting, Authorization, Auditing of Charter Grant Fund Expenditures (Current and Future), Single Audit	R		A	Expenditures to include TLCS-specific legal requirements (e.g. liability insur., additional audit, etc.)
Budgeting, Authorization, Auditing of All Other District Expenditures	R	A	R	Recommendations also made by District Budget Committee. NOTE: Although monies will still flow through District Board, it is expected that financial decisions will reflect the priorities of the TLCS charter proposal and contract.
Admissions				
Enrollment Caps	R	A	A	

Admission Priority (and Lottery)	R	A	A	
Admission Criteria	R	A	A	
Discipline				
Creation and Maintenance of District/School Discipline Policy (incl. Student Handbook)	A	A	R	
Enforcement	A			Unresolved complaints regarding enforcement ultimately decided at District School Board level
Curriculum				
Establishment of General Graduation Requirements along with Minimum Credit Requirements	R	A	R	
Selection of Specific Curriculum	A		R	Within adopted budget parameters * Presented to charter for review
Establishment of Credit / Curriculum / Proficiency Requirements ABOVE District Minimums			A	Within adopted budget parameters *
Selection of Educational Partners to Augment In-House Curriculum Offerings (e.g. Online provider(s), CC / University partnerships, etc.)	A		R	Within adopted budget parameters *
Support teachers during implementation	R	R	A	

of Foci and Mission				
Curriculum alignment K-12	R	R	A	
Personnel Related				
Hiring (except of Superintendent / Princ.)	R	A	R	
Hiring of Superintendent / Principal		A	R	
Labor Contracts (except Super. Contract)	R	A		
Superintendent Contract		A		
Other Items				
TLCS Marketing / Student Recruitment			A	
Nutrition / Lunch / Breakfast Programs	R	R	A	Within adopted budget parameters *
Items Not Identified Above	R	A	A	It is EXPECTED this R&R matrix will be a 'living document.' Changes shall be ratified by BOTH Boards prior to modification.

* For decisions that would result in being outside 'adopted budget parameters', the TLCS Board is encouraged to recommend budgetary trade-offs to the District Board for consideration.

Appendix C