

SEASIDE SCHOOL DISTRICT 10

2600 Spruce Drive, Suite 100, Seaside, Oregon 97138

2025-2026 Board of Directors

Board Chair: Shannon Swedenborg

Board Vice-Chair: Katherine Davidson

Board Members: Sondra Gomez, Jason Haag,
Chuck Mattocks, Coral Sadler and Brian Taylor

Superintendent: Susan Penrod

Work Session

Tuesday, May 19, 2026 at 5:00 PM

Location: Secondary School Library-Rm B203A AND Virtual

2600 Spruce Drive

Suite 100

Seaside, OR 97138

Meetings may be held in-person only, virtual only, or most commonly, in-person with an option to join virtually. Please check the location above for the specifics of this meeting. Information regarding virtual meeting access is available on our website Meetings page - <https://www.seaside.k12.or.us/meetings>.

An opportunity for public comment is generally included in meeting agendas. When public comment is included in the agenda, those wishing to speak before the Board will have the opportunity to do so during the designated Public Comment time(s). Speakers may offer objective criticism of school operations and programs; however, the law prohibits the Board from hearing complaints regarding any personally identifiable District staff member. The Board asks anyone wishing to communicate a complaint of this nature to follow the process in Board policy [KL: Public Complaints](#).

Persons having requests for special needs and accommodations should contact the School District office at 2600 Spruce Drive, Suite 100, Seaside, OR 97138, 503-738-5591. Speech/hearing impaired individuals may reach the Oregon Relay Service by dialing 711. Requests should be made 48 hours in advance of the event.

1. **CALL TO ORDER**

Speaker(s): Board Chair

1.1. Acknowledgement of Board Members Present

2. **AGENDA REVIEW**

Speaker(s): Board Chair

3. **CANNON BEACH ACADEMY**

Attachments:

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3.1. Sponsoring a Public Charter School (5 minutes)

- What is a public charter school
- Requirements

Speaker(s): Susan Penrod/Cate Blakesley

3.2. Charter School Agreement with Cannon Beach Academy (5 minutes)

- Inception
- Current agreement

Speaker(s): Susan Penrod/Cate Blakesley

3.3. Request for Changes to the Charter Agreement (15 minutes)

- Increase the district's contribution from 80% to 90%
- Addition of 6th grade beginning with the 2026-2027 school year
- Addition of 7th and 8th grade
- Provide transportation for all students
- Collaboration with Special Education department
- Professional development involvement
- Share ELD curriculum

Speaker(s): Cannon Beach Academy Team

3.4. Responses and Questions from Seaside School District (15 minutes)

- Increase the district's contribution from 80% to 90%
- Addition of 6th grade beginning with the 2026-2027 school year
- Addition of 7th and 8th grade
- Provide transportation for all students
- Collaboration with Special Education department
- Professional development involvement
- Share ELD curriculum

Speaker(s): Seaside Team

3.5. Discussion/Questions (15 minutes)

3.6. Closing/Next Steps (5 minutes)

4. **ADJOURN**

CBA Work Session Document

May 19th, 2026

Sponsoring a Charter School

What is a Charter School

A charter school in Oregon is a public school operated by a group of parents, teachers and/or community members as a semi-autonomous school of choice within a school district. It is given the authority to operate under a contract or "charter" between the members of the charter school community and the local board of education (sponsor). Under Oregon law, a charter school is a separate legal entity operating under a binding agreement with a **sponsor**. A public charter school is subject to certain laws pertaining to school district public schools, is released from others and **must operate consistent with the charter agreement**.

ORS 388

The goals of public charter schools shall be to:

- (1) Increase student learning and achievement;
- (2) Increase choices of learning opportunities for students;
- (3) Better meet individual student academic needs and interests;
- (4) Build stronger working relationships among educators, parents and other community members;
- (5) Encourage the use of different and innovative learning methods;
- (6) Provide opportunities in small learning environments for flexibility and innovation;

Who Sponsors Charter Schools

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“Sponsor” means:

- (a) The board of the common school district or the union high school district in which the public charter school is located that has developed a written charter with an applicant to create a public charter school.

Requirements of Charter Schools

ORS 388

The governance structure of the public charter school;

- (g) The projected enrollment to be maintained and the ages or grades to be served;

- (h) The target population of students the public charter school will be designed to serve;
- (i) A description of any distinctive learning or teaching techniques to be used in the public charter school;
- (j) The legal address, facilities and physical location of the public charter school, if known;
- (k) A description of admission policies and application procedures;
- (L) The statutes and rules that shall apply to the public charter school;
- (m) The proposed budget and financial plan for the public charter school and evidence that the proposed budget and financial plan for the public charter school are financially sound;
- (n) A description of the financial management system for the public charter school, an explanation of how the financial management system will meet the requirements of ORS 338.095 (1) and a plan for having the financial management system in place at the time the school begins operating;

Charter Agreement with Cannon Beach Academy

Inception

Cannon Beach Elementary School closed in May 2013. In response, parents and community members formed the Cannon Beach Academy, CBA. The City of Cannon Beach entered into a lease agreement with CBA for the former Children's Center building. CBA's initial application to form a charter school sponsored by Seaside School District was denied in 2014. Some of the paraphrased reasons for denial are listed below.

- a) Support for CBA was not broadly distributed across the district but primarily located in Cannon Beach. A significant number of supporters did not have children in the district. Teachers and classified staff in the district did not support the idea of a charter school which could potentially unbalance class sizes.
- b) The application did not demonstrate financial stability. It did not present adequate revenue funding sources.
- c) The application did not demonstrate that it could provide the proposed academic model.
- d) The application proposed to provide transportation via two 15 passenger vans but was unable to comply with Oregon laws on pupil transportation.

See attached letters for additional details.

Cannon Beach Academy opened its doors in 2017 as a K-2 school with 22 students. Since that time, CBA has expanded to serve 35 students in grades K-5.

Current Charter Agreement

The current five year Charter Agreement was signed on May 5th, 2023 and expires on June 30, 2028. This agreement was developed collaboratively between Seaside School District and Cannon Beach Academy and finalized by Hungerford Law and Associates. It was approved by the school board and executed on June 1, 2023.

Cannon Beach Academy Enrollment History

The Oregon Department of Education collects official enrollment numbers on October 1 of each school year.

2017-18	21
2018-19	32
2019-20	43
2020-21	43
2021-22	48
2022-23	44
2023-24	30
2024-25	37
2025-26	34

Payments are made based on CBA’s ADMw (Average Daily Membership, weighted. A formula is used to calculate that takes into consideration the poverty rate, ELL students, special education, and average daily attendance. The district pays CBA 80% of this figure. Our Business Manager uses the official ODE enrollment numbers and contacts CBA to make sure they are correct. In April, the Business Manager asks if there is a variance and adjusts their spring payment if the variance is large enough. The first payment is

made in November for July - Nov. From December until May payments are distributed monthly. Enrollment numbers are reevaluated in May to determine if there is a variance and the payment is adjusted if needed.

The payment made to The Cannon Beach Academy for the 2025-2026 fiscal year totals \$332,348.07.

Cannon Beach Academy Routing Analysis – May 2026

Background Data: 25-26 school year

- 7:30-3:30 (classes start 8am, dismiss 3pm)
- 35 students active in Synergy available for routing in Traversa
- Class times overlap with PRE (AM) and PRE/SMS/SHS (PM). There is no ability to consolidate or integrate busing with PRE/SMS/SHS due to geographically different school locations at similar release times

Recent History of Transportation

At the start of the 24-25 school year, Seaside was picking up approximately 6 students from Cannon Beach Academy in the afternoon using a PM Pacific Ridge Elementary (PRE) route. The school bus picked up the CBA students who lived in downtown Seaside and dropped them at home as the PRE bus returned to the bus yard from Cannon Beach and Arch Cape. At the beginning of 24-25 school year, this PRE bus did not have a 2nd route supporting SMS/SHS and so did not have time constraints when returning to Seaside.

During the late fall 2024, Transportation had to change the structure of our routes for Seaside Elementary and Secondary to address a severe driver shortage and address over-crowding on the SMS/SHS PM buses. The District has about 60% more PM ridership compared to AM. As a result the bus route that was previously servicing Cannon Beach Academy was needed to support SMS/SHS. There was no longer time available to drop CBA students off in Seaside before needing to be at Seaside Middle/High School for PM route pickup. We attempted some other options including using smaller Special Education buses but encountered similar timing and staffing issues and were not able to support Pacific Ridge, Seaside Secondary and Cannon Beach Academy with the same buses.

Analysis: What would it take to build and support a Dedicated CBA AM/PM Bus Route?

- Student locations include Gearhart (Surf Pines is northern most point), Seaside, Hwy 26, Cannon Beach and Nehalem (meet bus in Arch Cape)
- Pickup / Drop Off Location – Needs to be ON ROAD STOP with Lights
- Drop 7:40 AM ... Pickup 3:10 release (students waiting to load when bus arrives)
- General Transport Only. No Special Transport. No Wheelchair
- 35 students registered in Synergy. 2 students are walkers (live 0.13 miles from school and marked cross walk available)

Bus Route Summary

Base Scenario: One school bus AM and PM. Modeled. Route Sheets available

- **Daily Miles:** 141 miles per day (AM: 72 miles, PM: 69 miles)
 - This would consume a spare bus that is used for trips or to support buses out of service.
 - Using one bus in this capacity regularly is unlikely to be a challenge to schedules but during high trip or high maintenance / repair periods could cause scheduling challenges

- Also of note, 140 miles per day would be one of the highest miles per day usage and with a 180 day school year is projected at 25,000 / year, at approximately 2x the usage of a typical route bus (10-14k/yr).
- **Driver Hours:** 6.5 hours per day + 2hrs / week = 35 hours one new Full Time Driver (0.75 FTE)
 - Alternative is 2 Part Time drivers at (0.4 FTE) – this would be harder to staff/manage
 - District would need to hire, train and staff one Full Time or two Part Time drivers with benefits.
- **Longest Ride:** (AM: 2h 10m, PM: 2h 5m).
 - Due to expansive service area, the bus ride length is not acceptable. All parents/students may not desire ridership but the length of route / ride will depend on the mix of which students would need rides.
 - Based on size of the district, this 2 hour estimate is likely at the upper end of any scenario

Alternative Scenario: Two school buses in AM and PM. Transportation Supervisor Judgement

- Would need to hire and train 2x the number of drivers and staff each at Part Time. Much harder to recruit and retrain. Most drivers in this economy are looking for full time work. Much less interest in substitute or part time driver work
- Ride times would be reduced and likely 1h 15 min based on location of student address
- Daily miles would be higher than 141 due to use of two buses. This would create a strain on our bus yard capacity in times of high trip demand and unplanned bus maintenance periods.

Estimated Costs:

Full time Bus Driver (with payroll costs and benefits) = \$80,236.00

Fuel Costs = \$25,381.00

Bus depreciation costs= \$13,863.00

indirect Cost rate: \$4,624.00

Total Estimated Cost = \$124,104.00

CHARTER SCHOOL AGREEMENT

DATED: June 1, 2023

PARTIES: BETWEEN THE BOARD OF EDUCATION OF
SEASIDE SCHOOL DISTRICT #10 ("District")

AND: THE CANNON BEACH ACADEMY, INC
An Oregon nonprofit corporation ("CBA")

RECITALS

A. On May 1, 2023, pursuant to ORS Chapter 338, the Executive Director of CBA submitted to the District a request to renew their contract between The Cannon Beach Academy and the District.

B. The District Board held one public meeting on the provisions of the renewal and evaluated the criteria set forth in ORS 338.055 and District policies, and the District has determined that the renewal, as amended by this Agreement, complies with the purposes and requirements of ORS 338 and District policies.

C. By resolution adopted, May 16, 2023, the District Board conditionally approved the renewal and agreed to continue as the sponsor of CBA contingent upon the negotiation and execution of a contract acceptable to CBA and the District.

D. This Agreement, including the Exhibits, will constitute the agreement between the parties regarding the governance and operation of CBA and the legal authorization for the establishment of CBA under ORS 338.065(1).

E. The parties desire that CBA be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

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

1. Grant of Charter.

Subject to the conditions stated in Section 1 of the Charter Agreement being met, the Seaside School District #10 Board of Education (referred to herein as either the "District" or the "District Board") has approved CBA's charter school renewal, is the sponsor of The Cannon Beach

Academy ("CBA") that is to be operated in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein.

2. Effective Date; Term; Renewal.

2.1 Effective Date. Subject to the conditions being met in Section 1 of this Charter Agreement, when this Agreement has been duly executed by both the District Board and CBA's board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of The Cannon Beach Academy Public Charter School, as provided in ORS 338.065(1).

2.2 Renewal Term. This renewal term is for five (5) school years, subject to the other terms of this agreement, and shall run July 1, 2023 to June 30, 2028.

2.3 Renewal of Term. Renewal of this Agreement will be governed by ORS 338.065.

3. Application is Incorporated; Conflict between Application and Agreement.

The District accepts the Application of the developer The Cannon Beach Academy, Inc. for CBA, including all the terms and provisions therein, except as modified by this Agreement, and the Application is incorporated into this Agreement. However, in the case of any conflict between any term of the Application and any term of this Agreement, this Agreement shall govern. Furthermore, a failure by CBA to perform or fulfill any term or provision of the Application shall not be a breach of this Agreement unless such failure is specifically described as a breach in this Agreement.

4. Grade Range of CBA; Number of Students; Minimum.

4.1 Number of Grades. CBA will maintain their status as a K-5 program for the duration of this contract.

4.2 Minimum Number of Students in School. As provided in ORS 338.115(5), CBA shall maintain an active enrollment of at least 25 students.

5. Enrollment and Admissions.

5.1 Voluntary Enrollment; Who is Eligible. Student enrollment in CBA shall be voluntary. All students who meet legal age requirements applicable to a particular grade level [for example, minimum ages for children entering kindergarten and first grade] will be eligible for enrollment. These requirements will be consistent with District policies relating to admission of students into any grade. CBA shall notify the District of a student's enrollment within 10 days of enrollment. Within 10 days of receiving such notice, the District shall provide to the student's parent, legal guardian or person in a parental relationship written information about the District's responsibility to identify, locate and evaluate students enrolled in the charter school to determine which students may be in need of special education and related

services as provided in ORS 338.165 and the methods by which the District may be contacted to answer questions or provide information related to special education and related services.

5.2 Enrollment Preferences. CBA shall provide to the District by April 1 of each year a complete list of students who are seeking to be enrolled in CBA for the following school year.

5.3 Preferences After First Year. As provided in ORS 338.125(1), in the second and following years of operation, CBA may give admissions preference to (1) students who were enrolled in CBA in the prior year, and (2) applicants who have siblings who are presently enrolled in CBA and who were enrolled in CBA in the prior year.

5.4 Nondiscrimination. As provided in ORS 338.125, CBA may not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, terms of an individualized education plan, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

5.5 Nonresident Students; Limitations.

5.5.1 As provided in ORS 338.125(2), if space is available CBA may admit students who do not reside in the District. However, at no time may CBA enroll more than ten (10) non-resident students. At each phase of the enrollment process, preference will be given to residents of the District.

5.6 Dual Enrollment. During a school year, if CBA learns that one of its students remain enrolled at another private or public school, CBA will notify the other school of this fact and will inform the student's parents that they should take whatever steps may be required to have their child withdrawn from enrollment in the other school or from enrollment in CBA.

6. Special Education Students.

6.1 Special Education Students; IDEA. In this Agreement, the term "special education students" means children with disabilities to whom the Individuals with Disabilities Education Act ("IDEA") applies.

6.2 Application and Enrollment.

6.2.1 CBA will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that CBA does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

- 6.2.2** Under ORS 338.165(1)(c), students enrolled at the Charter School and eligible for special education and related services shall be considered students of the District for purposes of data collection and reporting. For such students, the District shall implement the IEP and follow the terms of the IEP until a new IEP is developed.
- 6.3 Child find;** Accepted Students Later Determined to be Special Education Students. CBA will ensure that all of its teaching staff have been trained in the Child Find process. CBA will promptly notify the District if a CBA student is suspected of having a disability and may need evaluation to determine eligibility for special education and will comply with the District's practices and policies for referral of any District student for evaluation. Any student referred for evaluation shall remain enrolled at CBA until an IEP team determines that CBA is not the appropriate placement for that student.
- 6.3.1** CBA shall provide a list of newly admitted and enrolled students on a monthly basis so that the District is able to identify students who are in the evaluation process.
- 6.3.2** CBA shall notify the District of a nonresident student's enrollment within 10 days of enrollment. Within 10 days of receiving such notice, the District shall provide to the student's parent, legal guardian or person in a parental relationship written information about the District's responsibility to identify, locate and evaluate students enrolled in the charter school to determine which students may be in need of special education and related services as provided in ORS 338.165 and the methods by which the District may be contacted to answer questions or provide information related to special education and related services.
- 6.4 Administering the IEP's.**
- 6.4.1** CBA will work closely with the District to ensure that special education services are provided to eligible students.
- 6.4.2** The following shall apply:
- (a) CBA will comply with all District policies and regulations (including those regarding discipline) and the requirements of state and federal law concerning the education of children under IDEA.
- (b) Each IEP team must include a District representative and appropriate District specialists. CBA will have a teacher and/or the executive director on the IEP team of each enrolled special education student. CBA will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The student's IEP team will determine the appropriate educational

program and placement for the student. CBA shall abide by the IEP team's decision on program and placement;

The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. CBA shall provide the accommodations and modifications to the regular education curriculum and instruction called for in the student's IEP. CBA teachers will assist the district in the development of progress reports related to annual IEP goals. CBA teachers will cooperate with the district in the evaluation and reevaluation process, including completing teacher observation/behavior checklists, and sharing results of academic assessments and work samples.

If, after a student is enrolled and attending CBA, the staff and employees of CBA suspect a student may be eligible for special education and related services under IDEA CBA shall comply with the District practices and policies for referral of the student for evaluation.

(c) CBA staff will comply with training required by an IEP team for delivery of services to a CBA student. The District will pay the costs of any training of CBA staff that the IEP team determines is required to accomplish the implementation of an IEP for a resident student of the District. This is limited to costs for substitutes, consultants, course fees, and necessary supplies and materials.

(d) The District has the discretion to determine which specialized programs will be offered on site at CBA's facility. For those services, that the IEP team, the District, and CBA mutually agree would be best delivered by District employees, CBA will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either on-site, pull-out services, or services to be delivered at Pacific Ridge elementary.

(e) For those services that the IEP team, the District, and CBA mutually agree would be best delivered by CBA employees, CBA and the District may negotiate a contract under which the District will compensate CBA for such special services.

(f) Special education transportation will only be provided to a CBA special education student if it is a related service on the student's IEP.

(g) CBA shall protect all personally identifiable student information relating to special education students attending CBA and will maintain a complete special education file.

(h) CBA will cooperate with the district in the event the district is required to participate in a special education administrative complaint or due process proceeding.

6.5 Funding for Special Education Students. ORS 338.165 governs funding relating to special education students. The parties understand that each special education student counts as 2.0 ADM [not counting other "additional amounts" for English as a Second Language or other items described in ORS 327.013(7) (a)]. Therefore, the 40% of the General Purpose Grant that is payable to CBA under ORS 338.165(3)(a) for special education students equates to 80% of 1.0 times the General Purpose Grant. To illustrate, if the District's General Purpose Grant were to be \$5,000, the District would receive 2.0 times that amount, or \$10,000 for each special education student; the amount payable to CBA for each special education student would be \$4,000; the District would retain the remainder of \$6,000.

6.6 Providing Services For Students Under Section 504. CBA will maintain the primary responsibility for providing 504 accommodations to students.

7. School Year; School Day; Hours of Operation.

CBA will provide a calendar to the District by May 1 of each year a proposed calendar for the upcoming school year. The number of instructional hours during each school year shall comply with requirements of state law.

8. Records.

CBA shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Before the first year of operation, and from time to time thereafter as state requirements change, the District shall provide CBA with a list of records and information required for the District to meet its state reporting requirements. CBA shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the District.

9. Program and Curriculum, Goals, and Evaluation.

9.1 Acceptance by District of Program and Curriculum.

9.1.1 The District's intent is to allow CBA, within the requirements of state law, to promote and implement new, innovative, and flexible programs, curricula, learning environments, and learning methods.

CBA agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its Application. A fundamental change to the educational program means (i) discontinuing use of the Direct Instruction Model for teaching reading and mathematics, or (ii) substantially changing the use of the Core Knowledge Sequence for history, science and geography, or (iii) adopting a curriculum that does not meet then-applicable state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

- 9.1.2** The parties agree that the Application sets forth the overall goals, standards and general operational policies of CBA, and that the Application is not a complete statement of each detail of CBA's operation. To the extent that CBA desires to implement specific programs, policies, procedures or other specific terms of operation that supplement or otherwise differ from those in the Application, CBA shall be permitted to implement such programs, policies, procedures and specific terms of operation, provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement and ORS chapter 338.

9.2 Responsibilities of CBA. CBA is responsible for doing the following in compliance with state law:

- 9.2.1** Designing and implementing its curriculum and other components of its educational program as set forth in the Application.
- 9.2.2** Conforming to all state requirements concerning subjects, academic content, and other educational matters.
- 9.2.3** Providing required services, if any, to students who are English language learners (ELL students) under ORS 336.079 and other provisions of the law.
- 9.2.4** Providing required services, if any, to academically low achieving students.
- 9.2.5** Implementing the state-required assessments as provided in ORS 338.115(1) (L).
- 9.2.6** Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

9.3 Instruction of English Language Learners (ELL) CBA shall use the same model of instruction for ELL as the District uses for its ELL students. CBA shall

use an instructional model that is a pullout model with sheltered instruction. The curriculum that will be used during the pullout program shall be Reach by National Geographic, the same as currently being used in District elementary schools. The sheltered instruction program that will be used in the general education classrooms will be Constructing Meaning, the same as currently being used in District elementary schools.

9.4 English Language Development (ELD) Teacher Requirements. The CBA ELD teacher shall hold a valid Oregon teaching license with an English to Speakers of Other Languages (ESOL) endorsement. CBA shall follow procedural guidelines included in the District ELD Handbook. The CBA teacher will participate in all District required professional development for ELD teachers. The CBA ELD teacher shall also participate in the monthly District ELD teacher meetings.

9.5 Goals and Evaluation. Student growth targets submitted by CBA in their Strategic Plan will be used to evaluate student performance, using district-adopted measures. Other data measures may be used as well. If CBA has failed to meet the requirements for student performance, this could be a basis for termination of this Agreement, under ORS 338.105(1)(b).

9.6 Annual Report. CBA will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(1) on the performance of CBA and its students by November 1st of each year. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 9.5.

10. School Facility and Transportation.

10.1 Facility

10.1.1 CBA will be located at 3781 S. Hemlock Street, Cannon Beach, OR 97110, for the duration of this contract, unless otherwise notified.

10.2 Approvals and Permits; Payment of Expenses. CBA is responsible for obtaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. CBA has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement.

10.3 Transportation. The District is not responsible for providing transportation by bus or otherwise of any students to CBA. However, the District will allow CBA students to ride on District buses to and from CBA, to the extent seats are available for such students; this does not obligate the District to add or extend existing bus routes or other transportation services, as provided in ORS

338.145(2). The District will give CBA a two-week notice if a bus on a particular route has consistently become too full to transport CBA students so that parents have time to make other arrangements. The parties recognize that many of the CBA students may not be able to use existing District bus routes for transportation to and from CBA.

For any District student who does not have transportation to and from CBA, CBA will make efforts to arrange for car-pooling with other CBA families. With respect to arranging transportation for its students, however, this Agreement does not impose on CBA an obligation to lease or purchase buses, vans, or other vehicles; to employ or contract with drivers of such vehicles or with transportation service providers; or to incur expenses for insurance, fuel, repairs, or maintenance in connection with transportation for its students.

11. Financial Matters; Funding; Annual Budgets; Annual Audit.

11.1 No Tuition; Fees. CBA will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1) (g), the following laws shall apply to CBA: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, CBA may charge reasonable fees for after-school programs and optional student activities. CBA shall waive all fees for indigent students in accordance with applicable federal and state law.

11.2 Annual Funding.

11.2.1 Keeping Count. CBA shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. CBA shall use the District's student information system and shall be responsible for proper input of required information.

11.2.2 Calculating ADMw and Funding.

(a) For each school year, and subject to any increased per student funding formula used by the District due to its funding through sources other than the State School Fund, the District shall provide funding to CBA in accordance with ORS 338.155(2), as that formula may be changed from time to time. Until the law is changed, the funding shall

be 80% of the District's "Charter School Rate," as determined by the State of Oregon Department of Education; multiplied by CBA's ADMw.

(b) CBA shall determine its ADMw for the period to be covered by reports given to the District. ADMw is based on the extended ADMw from the State School Fund report, and audited during the month of May for adjustments.

(c) The calculation of the additional amounts under ORS 327.013(7) (a) shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second Language program under ORS 336.079.

(d) In addition, to take into account the "poverty factor" under ORS 327.013(7) (a) (E) (i), and as required by ORS 338.157, the parties will use the same percentage used in calculating the District's adjusted poverty factor, as that percentage may be changed from time to time. To illustrate, suppose the poverty factor used for the District is 16% of ADM; assume the ADM for CBA is 100 students; then 100 would be multiplied by 16%; and this would be multiplied by 0.25; thus, a total of 4.0 would be added to CBA's ADM in calculating ADMw.

(e) This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of charter schools.

11.2.3 Reports to the District. CBA shall give written reports to the District, containing the data set forth in Sections 11.2.1 and 11.2.2, on or before the tenth (10th) day of each of the following months of each school year: July, August, September, October, November, December, January, February, March, April, and May. The July and August reports (and possibly the September report), and thus the payments due from the District based on those reports, will be based on CBA'S projected ADMw.

11.2.4 Dates of Payments by District to CBA.

(a) Since the District receives no distributions from the State School Fund and is totally funded by local resources, the following shall be the distribution of funds from the District to CBA. By November 30 of each year the District shall transfer to CBA the amount equivalent to the calculation/payment schedule as if the District were receiving funds from the State School Fund. Payments made on November 30 to CBA shall be equal to 16.7 percent for July, 8.33 percent for August, 8.33 percent for September, 8.33 percent for October and 8.33 percent for

November. In subsequent months, within ten (10) days of the deposit of property tax revenue from the Clatsop County Assessor's into the District's account, the District will pay a monthly equivalent to CBA as if the District were receiving funds from the State School Fund. For these subsequent months (December, January, February, March, April and May) the District shall pay 8.33 percent to CBA. The parties agree there shall be no payment in June.

(b) The parties recognize that there may be fluctuations in the total sum on which the percentage amounts are calculated due to fluctuations in CBA'S ADMw during a school year, as well as due to possible changes in the state's determination of the general purpose grant or Charter School Rate, and thus the amount payable by the District to CBA may change from month to month. There will be an adjustment with the final payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount or Charter School Rate, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount or Charter School Rate that are not finalized until after the end of a school year.

- 11.3 Annual Budgets.** On or before May 1 of each year, CBA shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of CBA's financial stability. CBA shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.
- 11.4 Fiscal Agent.** CBA shall act as its own fiscal agent.
- 11.5 Fiscal Year.** The fiscal year of CBA shall begin on July 1 of each year and end on June 30 of the subsequent year.
- 11.6 Financial Records, Audits and Accounting Reports.** CBA shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. CBA shall have audits performed in compliance with any applicable laws. At the present time, ORS 338.095(2) requires CBA to have an annual audit of the accounts of CBA prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the District, the State Board of Education, and the Department of Education. CBA shall provide a copy of its financial audit by November 1 of each year.

11.7 Financial Management. CBA shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that CBA's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to charter schools. Subject to this Agreement, CBA through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by CBA. Please refer to 11.6 and 14.3 for additional information.

11.8 Other Sources of Funds for CBA; Fund Raising. In addition to the funding under Section 11.2, CBA may accept gifts, donations, grants and loans, including those described in ORS 338.155(9) and ORS 338.185. CBA shall comply with all state and federal laws regarding reporting of charitable contributions. CBA shall record all gifts, donations, loans, and grants in the financial records required in Section 11.6. As provided in ORS 338.125(4), CBA may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to CBA. The District shall also facilitate the availability of funds and/or services that may be available to CBA from the Northwest Regional Education Service District pursuant to ORS 338.115(14).

12. Governance and Operation.

12.1 Corporate Status; Governing Board.

12.1.1 CBA is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. CBA shall govern and operate CBA as set forth in this Agreement, and the governing board of CBA will be the board of directors of CBA.

12.1.2 CBA will give the District a copy of its Articles of Incorporation and Bylaws. If CBA makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will notify CBA. If CBA agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 19.8.

12.1.3 CBA's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of CBA, the assets of CBA that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

12.1.4 CBA's Bylaws will include a provision requiring that there shall be a majority of CBA's directors whose legal residence is within the

boundaries of the School District. CBA shall provide the addresses of these majority directors of CBA in CBA's annual report under paragraph 9.6 of this Agreement.

12.2 Nonreligious, Nonsectarian Status. As provided in ORS 338.035(7), CBA shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), CBA shall not violate the Establishment Clause of the First Amendment to the United States Constitution or section 5, Article I of the Oregon Constitution, or be religion based.

12.3 Public Meetings. CBA and its Board of Directors, when acting as the Governing Body of CBA, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

12.4 Operational Powers. Subject to applicable federal and state laws and any restrictions in this Agreement, CBA shall have authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law.

12.4.1 CBA may enter into a contract with a third party for management of CBA's operations and educational programming, subject to the District's prior approval of the management contract between CBA and the third party. Such management contract may assign to the contractor all of CBA's rights and responsibilities under this Agreement, without releasing CBA from its contractual obligations under this Agreement to the District. If CBA elects to enter into a management contract with a third party, neither CBA nor the third party will assign its interests in the contract without the School District's prior written consent.

12.4.2 In the event CBA enters into a management contract with a third party to provide employees, including a school administrator for CBA, CBA agrees to provide at least a .5 FTE school administrator to oversee CBA's charter school operations on site, which administrator may be an employee of CBA as provided in Section 13.1.

13. Employment Matters.

13.1 District is not Employer. All provisions of this Section 13 are subject to state and federal laws and applicable collective bargaining agreements, if any. The District shall not be the employer of any employees of CBA. CBA may choose to enter into contracts to provide services to the School or to fulfill responsibilities of CBA under this Agreement, in which case the people actually providing the services or fulfilling the responsibilities will be employees of such contractor; otherwise, CBA will be the employer of the staff at CBA. CBA shall control the

selection of employees, subject to any assignment of such responsibility to CBA under Section 12.4.1. All rights, authority, and responsibilities which CBA or its governing board has under this Section 13 may be assigned to and assumed by CBA under the management contract referred to in Section 12.4.1. In the event CBA enters into a management contract with CBA under which CBA employees will run the day-to-day operations of the charter school, CBA shall assure that CBA's employees working at CBA are subject to all of the provisions of Section 13 of this Agreement.

13.2 Staff Hiring, Compensation, Benefits, PERS.

13.2.1 CBA governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate CBA employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. CBA will be responsible for providing substitutes for all CBA teachers requiring substitutes.

13.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at CBA shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, CBA shall provide the District with evidence of certification, if any, or other qualification within 60 days after the individual's initial date of hire.

13.2.3 For any employee of the District who chooses to work for CBA, any leave of absence from the District shall be governed by ORS 338.135.

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

13.2.5 Pursuant to ORS 338.135(5), CBA shall participate in the Public Employees Retirement System (PERS) for its employees.

13.3 Employee Records. CBA shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. CBA shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

13.4 Criminal Records Checks. As provided in ORS 338.115(1) (e), ORS 181.539, 326.603, 326.607, and 342.232 (relating to criminal records checks) shall apply to CBA. CBA shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in

Oregon. No later than October 15 of each school year that CBA is in operation under this Agreement, CBA shall provide to the District a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

14. Application of and Compliance with Laws.

- 14.1 Compliance with Laws; Non-Exemption from Certain Laws.** CBA shall comply with all applicable federal, state, and local laws and regulations (including lawful Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). Specifically, CBA shall comply with the laws listed in ORS 338.115(1) in effect as of the execution of this Agreement. Amendments to ORS 338.115(1) during the term of this Agreement shall only apply to CBA if required by law or if mutually agreed to by the District and CBA in writing.
- 14.2 Waiver.** As provided in ORS 338.025(2), CBA may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. CBA shall give the District a copy of any application for a waiver promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.
- 14.3 Amendment of Agreement to Conform to New and Changed Laws.** The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to charter schools, and only to the extent that state or federal law requires immediate application of such laws to charter schools. To illustrate, under Section 11.6 of this Agreement, CBA is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(2) requires this to be done. However, if ORS 338.095(2) were to be amended so that different audit standards were to apply to charter schools, the parties intend that thereafter they would be bound by the law as amended; CBA would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 11.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations or statutes that may affect the terms of this Agreement, change restrictions or requirements on CBA, or otherwise affect CBA, CBA and the District shall review this Agreement and conform it accordingly.
- 14.4 School Policies.** CBA shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of CBA; CBA shall make such policies available for review at the District's request.

15. Insurance and Indemnification.

15.1 Insurance; Proof; Renewals. CBA shall, at its own expense, secure and retain and provide proof of insurance of the types and in the amounts set forth in this Section 15. As provided in ORS 338.115(13), prior to beginning operation, CBA shall show proof of such insurance to the District; copies of certificates of insurance shall suffice as proof on or before August 30, 2023. If CBA fails to provide such a certificate within ten (10) days after demand by District, District may purchase the insurance required and bill CBA. CBA shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and CBA shall deliver to District certificates of such renewal policies before the expiration of any existing policy.

15.2 Property Insurance. The parties anticipate that CBA will enter into a lease or other agreement relating to CBA facility. CBA shall ensure that such lease or other agreement provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by CBA]; and (b) such policy is a replacement cost policy.

15.3 Commercial General Liability Insurance.

15.3.1 CBA shall maintain a commercial general liability insurance policy (occurrence form) with respect to CBA facility and the operation of CBA, in accordance with this Agreement. The policy shall be in effect no later than when CBA, or any of its employees, agents, or subcontractors, enters the School facility to do any work in connection with the School facility. CBA shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

15.3.2 Subject to the following sentence, the limit of CBA policy shall be a minimum of \$2,000,000 for bodily injury and property damage per occurrence, \$3,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, CBA's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

15.3.3 Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 15.9 of this Agreement.

15.4 Liability Insurance for Directors and Officers. CBA shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$3,000,000 annual aggregate, covering CBA and the

governing board of CBA, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

- 15.5 Business Auto Liability Insurance.** CBA shall procure and maintain business auto liability insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.
- 15.6 Workers' Compensation Insurance.** CBA shall procure and maintain workers' compensation insurance pursuant to ORS chapter 656 on all CBA employees.
- 15.7 Honesty Bond.** CBA shall procure and maintain an honesty bond to cover all employees and volunteers of CBA. Limits are to be determined by CBA governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.
- 15.8 Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 3 and the business auto liability policy under Section 5, shall name the District as an additional insured; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the State of Oregon; and (iv) shall contain a provision that they cannot be canceled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.
- 15.9 Indemnification.**
- 15.9.1 CBA Indemnifies District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, CBA 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 property of CBA (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 out of or are in any manner connected with CBA's operations. 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, agent, or employee. CBA agrees to indemnify, hold harmless and defend the District from all contract claims in which CBA has obligated the District without the

District's prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of CBA or CBA that is later determined to be required by law or this Agreement. 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. CBA shall assure that any management contract between it and CBA shall contain a provision in which CBA agrees to defend, indemnify and hold harmless District from all liability, claims and demands resulting from CBA's employees or agents.

15.9.2 District Indemnifies CBA. 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 CBA its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising (1) from civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations; and (2) from any liability arising from claims under the Individuals with Disabilities in Education Act or its state counterpart. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any CBA or CBA 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 CBA whose negligent or wrongful act or omission is caused or directed by CBA. 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 Agreement. 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.

15.9.3 Survival of Indemnification. This indemnification, defense and hold harmless obligation on behalf of CBA and the District shall survive the termination of this Agreement. 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.

16. Relationship between District and CBA.

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

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

16.2.1 The acts or omissions of CBA, its directors, trustees, agents or employees;

16.2.2 The use and occupancy of the building occupied by CBA or any matter in connection with the condition of such building; or

16.2.3 Any debt or contractual obligation incurred by CBA.

17. Termination.

17.1 Grounds for Termination. As provided in ORS 338.105(1), the grounds for termination of this Agreement by the District are as follows:

- (a) Failure to meet the terms of the Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.

17.2 Notice of Breach; Opportunity to Cure; Dispute Resolution.

17.2.1 The parties recognize that the grounds for termination in Section 17.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

- 17.2.2** If the District believes that any breach of this Agreement by CBA has occurred, it will give CBA written notice setting forth the alleged breach.
- 17.2.3** If CBA agrees that a breach has occurred, CBA will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that CBA, by acting with due diligence, could not reasonably complete the cure within such time, CBA shall not be in default unless CBA either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the District gives such notice.
- 17.2.4** If CBA does not agree that a breach has occurred, CBA will give the District a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 18.8.

17.3 Notice of Intent to Terminate; Hearing; Appeal.

- 17.3.1** If the breach by CBA has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to terminate this Agreement, in which case it will give CBA 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.
- 17.3.2** CBA may appeal the District's decision to terminate this Agreement directly to the District Board. CBA 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. CBA has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.
- 17.3.3** The Board's decision may be appealed to the Oregon Department of Education according to ORS 338.105(3). The District shall continue to provide funding to CBA pending a determination on appeal.

17.4 Prompt Termination for Health and Safety Reasons.

- 17.4.1** As provided in ORS 338.105(4), notwithstanding sections 17.1—17.3, the District may terminate this Agreement immediately and close CBA if CBA is endangering the health or safety of its students.

- 17.4.2 CBA governing body may request a hearing from the District on the termination of this Agreement under this subsection 17.4. The District shall hold a hearing within 10 days after receiving the request.
- 17.4.3 CBA governing body may appeal a decision of the District under this subsection 18.4 to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.
- 17.4.4 Throughout the appeals process, CBA shall remain closed at the discretion of the District unless the State Board of Education orders the District to open CBA and not terminate this Agreement.

17.5 Termination by CBA; Dissolution.

- 17.5.1 As provided in ORS 338.105(7), CBA's governing body may only terminate the Agreement or dissolve or close CBA at the end of a semester, unless the District agrees to another date. If CBA intends to terminate this Agreement or dissolve or close CBA, it shall give notice to the District at least 180 days prior to the proposed effective date of the termination, closure or dissolution.
- 17.5.2 If CBA should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of CBA, it is agreed that CBA governing board shall supervise and have authority to conduct the winding up of the business and affairs of CBA; provided, however, that in doing so, the District does not assume any liability incurred by CBA beyond the funds allocated to it by the District under this Agreement. If CBA governing board fails to conduct such winding up in accordance with applicable laws and standards, the District may take appropriate legal action to do so.

17.6 Effects of Termination or Dissolution. Until the effective date of termination of this Agreement, and pending appeal, the District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge CBA's legal authority to operate as a private or non-chartered public school. Upon dissolution or termination, all student records shall be transferred to the District.

17.7 Assets Currently Owned by CBA; Property Inventory Control. CBA certifies that prior to execution of this Contract it does not own any assets that were purchased with public funds. CBA shall maintain records of purchase orders for

all assets relating to CBA that cost \$500.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 17.8) or non-public funds.

17.8 Definition of Public Funds. For purposes of this Contract, public funds shall include any and all funds distributed to CBA:

17.8.1 By the District, pursuant to ORS 338.155 and ORS 338.165, and

17.8.2 By the Oregon Department of Education, including any and all federal grant funds that CBA may apply for and be awarded by the Oregon Department of Education, and

17.8.3 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.

17.9 Distribution of Assets upon Termination.

17.9.1 This Section 17.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of CBA, or for any other reason that CBA ceases operations as a public charter school under this Contract.

17.9.2 If any of the foregoing events in Section 17.9.1 occurs, all assets purchased with public funds and still owned by CBA shall be given to the state Board of Education in accordance with ORS 338.105(6). CBA will be entitled to retain ownership of any asset that CBA has acquired through the expenditure of non-public funds.

17.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 18.9 applies. Therefore, CBA will not be held responsible by the District for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the District does not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If CBA does not maintain records of purchase orders 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).

18. Miscellaneous Provisions.

- 18.1 Entire Agreement.** This Agreement, with Exhibits and the Application, contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of CBA and contains the entire understanding and all representations, understandings, and discussions of the parties relating thereto. All prior agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and canceled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written agreement made concurrently herewith.
- 18.2 Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Agreement.
- 18.3 Amendment.** This Agreement may be modified or amended only by written agreement between CBA and the District Board. If, at any time during the term of this Agreement, either party desires to amend the Agreement, it may send the proposed amendment(s) to the other party, and thereafter the parties will in good faith discuss and negotiate possible amendments. This subsection does not impose on either party any duty to accept any amendment proposed by the other party.
- 18.4 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 agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
- 18.5 Governing Law.** This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- 18.6 Assignment; Successors and Assigns.** This Agreement may not be assigned by CBA under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to CBA. This does not limit CBA's right to enter into contracts and Agreements to the full extent allowed to charter schools under Oregon law. The parties recognize that this provision does not limit CBA's right to enter into a management contract with CBA for its operations as set forth in Section 18.5 above. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors and assigns of the parties.
- 18.7 Notice.** Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 18.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or

requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

- (a) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);
- (b) By facsimile to the facsimile number set out on the execution page of this Agreement, provided that the original notice is sent by one of the other methods described in this Section or by first class U.S. Mail [notice by facsimile to be deemed effective when receipt either is acknowledged by the addressee or its office or is confirmed by confirming transmission equipment (provided this occurs before 5:00 p.m. Pacific Time on a business day, otherwise it will be deemed effective on the next business day)];
- (c) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or
- (d) By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing.

18.8 Dispute Resolution; Mediation.

- 18.8.1** If any dispute arises between the District and CBA concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. Mediation requires the consent of both parties, and nothing in this section shall be construed to require either party to mediation without that party's consent.
- 18.8.2** If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.
- 18.8.3** At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to

the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Board.

18.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

18.8.5 As to any dispute that is not being determined through mediation, CBA may request a hearing before and decision by the District Board.

18.8.6 CBA may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

18.9 Attorney Fees. If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Agreement, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Agreement, the prevailing 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 trial or arbitration, and on any reviews and appeals. Such sums shall be determined by the court or arbitrator.

18.10 Delegation by District. The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, amendment, or termination of this Agreement may be made only by the District Board.

18.11 CBA Authority to Enter Into Agreement. CBA expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of CBA and that the Board of Directors of CBA has duly approved of this Agreement. At District's request, CBA shall provide to the District a copy of its written resolution authorizing CBA to enter into this Agreement.

18.12 Definition of Business Day. For the purpose of this Agreement, "business day" means a day in which the District administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) District scheduled spring vacation, (f) any day(s) in which the administrative office is closed due to inclement weather, or (g) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or the Board's designee, or the government of the City or County in which the District is located, or the State of Oregon, or the federal government.

18.13 Incorporation of Application and Exhibits. Attached hereto and incorporated herein by this reference are Exhibit A (The Application); and Exhibit B (Goals and Evaluation, referred to in Section 9.5).

EXECUTED this 1st day of June, 2023.

THE CANNON BEACH ACADEMY, INC.

an Oregon nonprofit corporation

By: Phillip Vincent

Title: President, Board of Directors

Address for Notice Purposes:

Phil Vincent
President-Board of Directors

P.O. Box 1171
Cannon Beach, Oregon 97110

Telephone: 503-436-4463
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**BOARD OF EDUCATION OF SEASIDE
SCHOOL DISTRICT #10**

By: 

Title: School Superintendent

Address for Notice Purposes:

Susan Penrod
Superintendent

Seaside School District #10
2600 Spruce Drive, Suite 100
Seaside, Oregon 97138

Telephone: 503-738-5591
FAX: 503-738-3471

Signature: 
Phillip Vincent (Jul 11, 2023 14:26 PDT)

Email: vincentp@thecannonbeachacademy.org

By: 

Title: School Board Chairperson

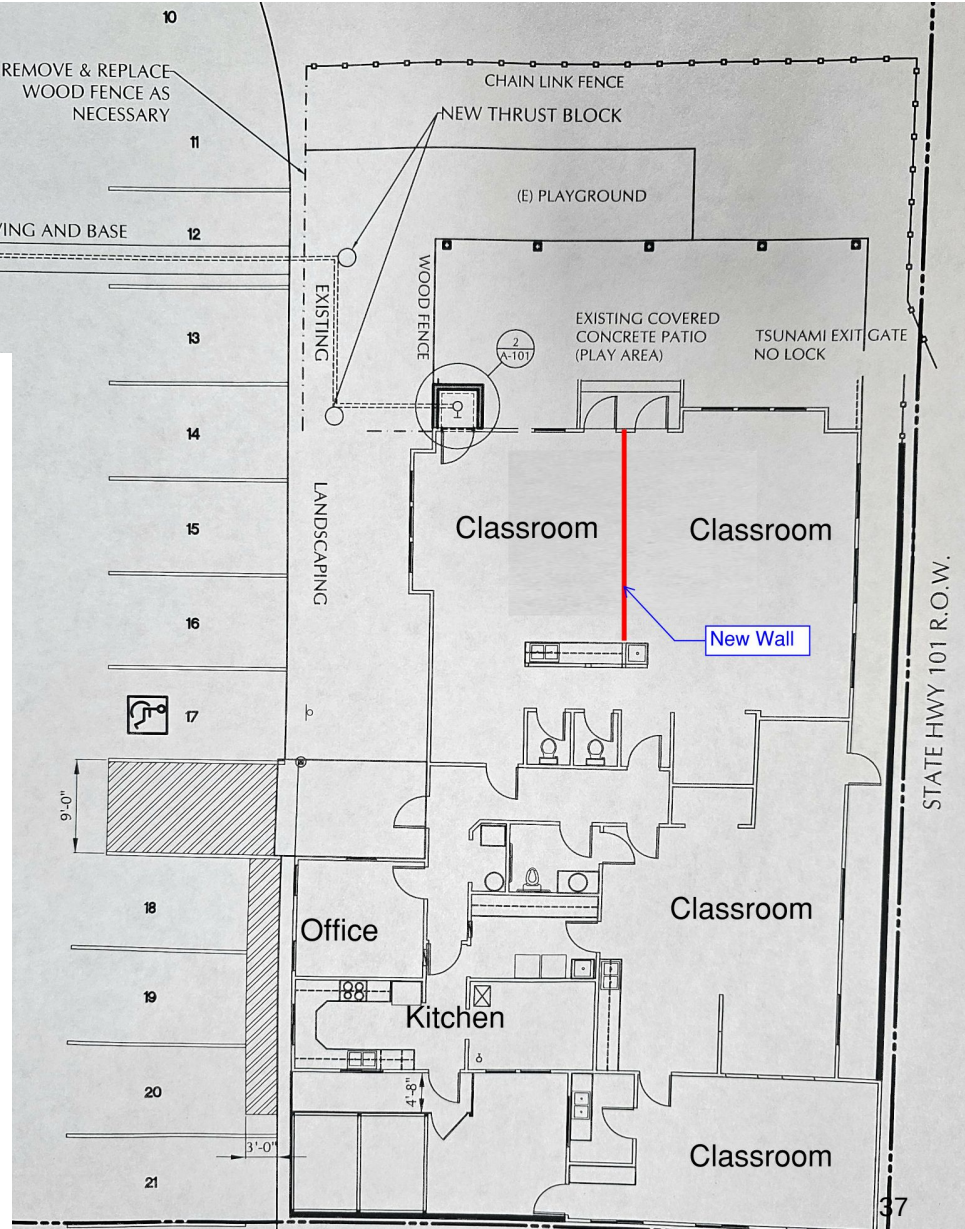
Brian Taylor
School Board Chairperson

Seaside School District #10
2600 Spruce Drive, Suite 100
Seaside, Oregon 97138

Telephone: 503-738-5591
FAX: 503-738-3471

Classroom Wall Renovation

Proposed New Classroom Divider wall



Oregon Revised Statutes

Chapter 338 — PUBLIC CHARTER SCHOOLS 2025 EDITION

Public Charter Schools

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GENERAL PROVISIONS

338.005 Definitions for chapter. As used in this chapter, unless the context requires otherwise:

- (1) "Applicant" means any person or group that develops and submits a written proposal for a public charter school to a sponsor.
- (2) "Public charter school" means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between a sponsor and an applicant and operating pursuant to this chapter.
- (3) "Remote and necessary school district" means a school district that offers kindergarten through grade 12 and has:
 - (a) An average daily membership (ADM), as defined in ORS 327.006, in the prior fiscal year of less than 110; and
 - (b) A school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- (4) "Sponsor" means:
 - (a) The board of the common school district or the union high school district in which the public charter school is located that has developed a written charter with an applicant to create a public charter school.
 - (b) The State Board of Education pursuant to ORS 338.075.
- (5)(a) "Virtual public charter school" means a public charter school that provides online courses.
- (b) "Virtual public charter school" does not include a public charter school that primarily serves students in a physical location. [1999 c.200 §2; 2007 c.575 §2; 2009 c.691 §1; 2011 c.695 §1; 2012 c.91 §19; 2018 c.72 §5]

338.010 [Amended by 1965 c.100 §153; renumbered 332.405]

338.01 Legislative intent; goals. It is the intent of this chapter that new types of schools, called public charter schools, be created as a legitimate avenue for parents, educators and community members to take responsible risks to create new, innovative and more flexible ways of educating children within the public school system. The Legislative Assembly seeks to create an atmosphere in Oregon's public school system where research and development of new learning opportunities are actively pursued. The provisions of this chapter should be interpreted liberally to support the goals of this section and to advance a renewed commitment by this state to the mission, goals and diversity of public education. It is the intent that public charter schools may serve as models and catalysts for the improvement of other public schools and the public school system. The goals of public charter schools shall be to:

- (1) Increase student learning and achievement;
- (2) Increase choices of learning opportunities for students;
- (3) Better meet individual student academic needs and interests;
- (4) Build stronger working relationships among educators, parents and other community members;
- (5) Encourage the use of different and innovative learning methods;
- (6) Provide opportunities in small learning environments for flexibility and innovation, which may be applied, if proven effective, to other public schools;
- (7) Create new professional opportunities for teachers;
- (8) Establish additional forms of accountability for schools; and
- (9) Create innovative measurement tools. [1999 c.200 §1]

338.020 [Repealed by 1965 c.100 §456]

338.025 Rules; waiver of provisions of chapter; exceptions. (1) The State Board of Education may adopt any rules necessary for the implementation of this chapter. The rules shall follow the intent of this chapter.

(2) Upon application by a public charter school, the State Board of Education may grant a waiver of any provision of this chapter if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. The State Board of Education may not waive any appeal provision in this chapter or any provision under ORS 338.115 (1)(a) to (aa), 338.120, 338.125 (5), 338.135 (2)(b) or 339.122. [1999 c.200 §13; 2001 c.810 §3; 2005 c.367 §5; 2007 c.575 §4; 2007 c.660 §4; 2007 c.839 §8; 2008 c.50 §§13,14; 2010 c.53 §§4,5; 2010 c.72 §§3,4; 2011 c.94 §§4,5; 2011 c.649 §§3,4; 2011 c.718 §§26,27; 2013 c.98 §§8,9; 2013 c.265 §§15,16; 2015 c.67 §§3,4; 2023 c.434 §2]

338.030 [Repealed by 1965 c.100 §456]

FORMATION

338.035 Establishment requirements; proposal submission timeline; prohibitions. (1) A public charter school may be established:

- (a) As a new public school;
 - (b) As a virtual public charter school;
 - (c) From an existing public school or a portion of the school; or
 - (d) From an existing alternative education program, as defined in ORS 336.615.
- (2)(a) Before a public charter school may operate as a public charter school, it must:
- (A) Be approved by a sponsor;
 - (B) Be established as a nonprofit organization under the laws of Oregon; and

(C) Have applied to qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding paragraph (a) of this subsection, the requirements of paragraph (a)(B) and (C) of this subsection do not apply to:

(A) A school in a school district that is composed of only one school;

(B) A school in a school district that is a remote and necessary school district on the date the school first begins operation as a public charter school; or

(C) A school for which the applicant is a federally recognized Indian tribe in this state.

(3)(a) Except for a public charter school that is not required to comply with subsection (2)(a)(B) and (C) of this section as provided by subsection (2)(b) of this section, a member of the school district board of the school district within which a public charter school is located may not be a voting member of the public charter school governing body.

(b) A member of the school district board of the school district within which a public charter school is located may act in an advisory capacity on the public charter school governing body.

(4)(a) An applicant seeking to establish a public charter school shall submit a proposal to:

(A) The school district board of the school district within which the public charter school will be located pursuant to ORS 338.045 if the applicant:

(i) Is not a federally recognized Indian tribe in this state; or

(ii) Is a federally recognized Indian tribe in this state and chooses to submit a proposal to a school district board; or

(B) The State Board of Education pursuant to ORS 338.075 if the applicant:

(i) Is a federally recognized Indian tribe in this state; and

(ii) Chooses to not submit a proposal to a school district board.

(b) For a proposal submitted as provided by paragraph (a)(A) of this subsection, the proposal must be submitted by the date identified by the school district board. The school district board shall identify a date that is at least 180 days prior to the date on which the public charter school would begin operating and that provides a reasonable period of time for the school district board to complete the approval process described in ORS 338.055 and for the public charter school to begin operating by the beginning of a school year. An applicant may consult with the school district board prior to submitting a proposal, and the school district board may require an applicant to submit a letter of intent within a reasonable period of time prior to submitting a proposal.

(5) An applicant seeking to establish a public charter school as provided by subsection (4)(a)(A) of this section shall provide to the State Board of Education a copy of any proposal submitted to a school district board under ORS 338.045 and a copy of any subsequent approval by the school district board.

(6)(a) One or more, but not all, schools in a school district may become public charter schools.

(b) Notwithstanding paragraph (a) of this subsection, a school in a school district that is composed of only one school may become a public charter school. For a public charter school that is the only school in the school district, the public charter school and the school district may be considered to be a single legal entity for the purposes of this chapter if:

(A) The public charter school is not required to comply with subsection (2)(a)(B) and (C) of this section;

(B) All of the members of the school district board are voting members of the public charter school governing body as allowed by subsection (3) of this section;

(C) The school district and the public charter school share employees; and

(D) The school district and the public charter school share assets and liabilities.

(7)(a) An entity described in ORS 338.005 (4) may not approve a public charter school proposal that authorizes the conversion of any private school that is tuition based to a public charter school.

(b) Notwithstanding paragraph (a) of this subsection, an entity described in ORS 338.005 (4) may authorize the conversion of an existing alternative education program, as defined in ORS 336.615, to a public charter school.

(8) An entity described in ORS 338.005 (4) may not approve a proposal for a public charter school that is affiliated with a nonpublic sectarian school or a religious institution. [1999 c.200 §3; 2003 c.313 §1; 2005 c.209 §26; 2007 c.575 §1; 2009 c.691 §2; 2011 c.695 §2; 2013 c.265 §1; 2015 c.273 §1; 2018 c.72 §6; 2025 c.452 §1]

338.040 [Repealed by 1965 c.100 §456]

338.045 Proposal requirements; technical assistance; buildings. (1) An applicant described in ORS 338.035 (4)(a)(A) seeking to establish a public charter school shall submit a written proposal to a school district board.

(2) The proposal shall include, but need not be limited to:

- (a) The identification of the applicant;
- (b) The name of the proposed public charter school;
- (c) A description of the philosophy and mission of the public charter school;
- (d) A description of the curriculum of the public charter school;
- (e) A description of the expected results of the curriculum and the verified methods of measuring and reporting objective results that will show the growth of knowledge of students attending the public charter school and allow comparisons with public schools;
- (f) The governance structure of the public charter school;
- (g) The projected enrollment to be maintained and the ages or grades to be served;
- (h) The target population of students the public charter school will be designed to serve;
- (i) A description of any distinctive learning or teaching techniques to be used in the public charter school;
- (j) The legal address, facilities and physical location of the public charter school, if known;
- (k) A description of admission policies and application procedures;
- (L) The statutes and rules that shall apply to the public charter school;
- (m) The proposed budget and financial plan for the public charter school and evidence that the proposed budget and financial plan for the public charter school are financially sound;
- (n) A description of the financial management system for the public charter school, an explanation of how the financial management system will meet the requirements of ORS 338.095 (1) and a plan for having the financial management system in place at the time the school begins operating;
- (o) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
- (p) The proposed school calendar for the public charter school, including the length of the school day and school year;
- (q) A description of the proposed staff members and required qualifications of teachers at the public charter school;
- (r) The date upon which the public charter school would begin operating;
- (s) The arrangements for any necessary special education and related services provided pursuant to ORS 338.165 for children with disabilities who may attend the public charter school;
- (t) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;
- (u) The term of the charter;
- (v) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (w) A proposed plan for the placement of public charter school teachers, other school employees and students of the public charter school upon termination or nonrenewal of a charter;
- (x) The manner in which the program review and fiscal audit will be conducted; and
- (y) In the case of an existing public school being converted to charter status:
- (A) The alternative arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school; and

(B) The relationship that will exist between the public charter school and its employees, including evidence that the terms and conditions of employment have been addressed with affected employees and their recognized representative, if any.

(3) In addition to the requirements of subsection (2) of this section:

(a) The school district board may require any additional information the board considers relevant to the formation or operation of a public charter school.

(b) Each member of a proposed public charter school governing body must provide an acknowledgment of understanding related to the standards of conduct and the liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS chapter 65, if the public charter school is organized as required by ORS 338.035 (2)(a)(B) and (C).

(4) At the request of the applicant, the school district board may provide technical assistance in developing the proposal for operation of the public charter school.

(5) School districts, education service districts and other public bodies, as defined in ORS 174.109, shall make available to the public lists of vacant and unused public buildings and portions of buildings that may be suitable for the operation of a public charter school. The lists shall be provided to developing or operating public charter schools within 30 days of a written request. Nothing in this subsection requires the owner of a building on the list to sell or lease the building or any portion of the building to a public charter school or a public charter school governing body. [1999 c.200 §6; 2007 c.671 §1; 2009 c.691 §4; 2011 c.684 §4; 2013 c.265 §2; 2025 c.452 §2]

338.050 [Repealed by 1965 c.100 §456]

338.055 Evaluation process and criteria; appeals; mediation. (1)(a) Upon receipt of a proposal submitted under ORS 338.045, the school district board shall determine whether the proposal is complete. A proposal is complete if the proposal addresses, at least minimally, each element required by ORS 338.045 (2) and (3).

(b) The school district board shall notify an applicant within 30 days after receipt of a proposal if the proposal is not complete and identify the specific elements of the proposal that are not complete. The school district board shall provide the applicant with a reasonable opportunity to complete the proposal.

(c) A proposal may be disapproved if the applicant has received a reasonable opportunity to complete the proposal and the applicant does not provide a proposal that is complete.

(d) If the school district board disapproves a proposal as provided by paragraph (c) of this subsection, the applicant may appeal the decision to the State Board of Education. The State Board of Education may review the proposal only for completeness and may determine that the proposal is:

(A) Not complete and uphold the decision of the school district board; or

(B) Complete and remand the proposal to the school district board for consideration.

(2) Within 60 days after receipt of a completed proposal, the school district board shall hold a public hearing on the provisions of the proposal.

(3) The school district board shall evaluate a proposal in good faith using the following criteria:

(a) The demonstrated, sustainable support for the public charter school by teachers, parents, students and other community members, including comments received at the public hearing held under subsection (2) of this section;

(b) The demonstrated financial stability of the public charter school, including the demonstrated ability of the school to have a sound financial management system that is in place at the time the school begins operating and that meets the requirements of ORS 338.095 (1);

(c) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs to students pursuant to an approved proposal;

(d) The capability of the applicant, in terms of support and planning, to specifically provide, pursuant to an approved proposal, comprehensive instructional programs to students identified by the applicant as academically low achieving;

(e) The adequacy of the information provided as required by ORS 338.045 (2) and (3);

(f) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the school district in which the public charter school will be located;

(g) Whether there are arrangements for any necessary special education and related services for children with disabilities pursuant to ORS 338.165;

(h) Whether there are alternative arrangements for students and for teachers and other school employees who choose not to attend or who choose not to be employed by the public charter school; and

(i) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.

(4) The school district board must approve a proposal or state in writing the reasons for disapproving a proposal within 30 days after the public hearing held under subsection (2) of this section.

(5)(a) Written notice of the school district board's action shall be sent to the applicant. If the proposal is not approved:

(A) The reasons for the denial and suggested remedial measures, if any, shall be clearly stated in the notice sent by the school district board to the applicant; and

(B) The applicant may amend the proposal to address objections and any suggested remedial measures and resubmit the proposal to the school district board.

(b) The school district board shall approve or disapprove the resubmitted proposal within 30 days after receiving it. If the proposal is not approved, the applicant may appeal the decision of the school district board to the State Board of Education.

(c) When the State Board of Education receives an appeal under this subsection, the board may review the resubmitted proposal only to determine whether:

(A) The school district board used the process required by this section in denying the proposal;

(B) The proposal meets the criteria described in subsection (3) of this section; and

(C) The reasons stated by the school district board for the denial are valid.

(d) Following a review described in paragraph (c) of this subsection, the State Board of Education may:

(A) Uphold the decision of the school district board to disapprove the proposal; or

(B) Remand the proposal to the school district board for reconsideration.

(6)(a) Individual elements in a public charter school proposal may be changed through the proposal and chartering process by mutual agreement of the school district board and the applicant.

(b) If the school district board and the applicant are unable to agree on a change during the proposal or chartering process, the school district board or the applicant may request mediation by the State Board of Education.

(c) If the school district board and the applicant are unable to reach an agreement following mediation as described in paragraph (b) of this subsection, the proposal submitted under ORS 338.045, without the change that was the subject of mediation, shall be the proposal that governs the public charter school and:

(A) The parties may execute the charter for the public charter school based on the proposal;

(B) The applicant may withdraw the proposal; or

(C) The school district board may disapprove the proposal.

(7) Before an existing public school is converted to a public charter school, the proposal for the conversion must be approved by the school district board of the public school.

(8) Entities described in ORS 338.005 (4) may not charge any fee to applicants for the proposal process.

(9) Upon request by a school district, the State Board of Education may grant an extension of any timeline required by this section if the district has good cause for requesting the extension. [1999 c.200 §7; 2005 c.209 §27; 2009 c.691 §5; 2011 c.684 §5; 2011 c.695 §§3,10; 2013 c.265 §§3,4; 2013 c.327 §§4,5; 2018 c.72 §7]

338.060 [Renumbered 332.415]

338.065 Terms and form of charter; renewal; appeal. (1)(a) Upon approval of a proposal by a school district board under ORS 338.055, the school district board shall become the sponsor of the public charter school.

(b) Pursuant to ORS 338.075 (2), (3) or (4), the State Board of Education shall become the sponsor of the public charter school.

(2) The sponsor and the applicant shall develop a written charter that contains the provisions of the proposal that have been duly approved by the sponsor and public charter school governing body. As provided by ORS 338.055 (6), the sponsor and the applicant may agree to change elements of the proposal prior to incorporating them into the charter. The charter, when duly executed by the sponsor and the public charter school governing body, shall act as the legal authorization for the establishment of the public charter school. The charter shall be legally binding on both the sponsor and the public charter school governing body.

(3) The sponsor and the public charter school governing body may amend a charter by joint agreement.

(4)(a) The initial charter shall be in effect for a period of not more than five years and shall be renewed upon the authorization of the sponsor using the process established under this section.

(b) The first renewal of a charter shall be for the same time period as the initial charter.

(c) Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.

(5)(a) The renewal of a charter shall use the process required by this section.

(b) The public charter school governing body shall submit a written renewal request to the sponsor for consideration at least 180 days prior to the expiration of the charter.

(c) Within 45 days after receiving a written renewal request from a public charter school governing body, the sponsor shall hold a public hearing regarding the request for renewal.

(d) Within 30 days after the public hearing, the sponsor shall approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter.

(e) If the sponsor approves the renewal of the charter, the sponsor and the public charter school governing body shall negotiate a new charter within 90 days after the date on which the sponsor approved the renewal of the charter unless the sponsor and the public charter school governing body agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated.

(f) If the sponsor does not renew the charter, the public charter school governing body may address the reasons stated under paragraph (d) of this subsection and any remedial measures suggested by the sponsor and submit a revised request for renewal to the sponsor.

(g) Notwithstanding paragraphs (b) to (f) of this subsection, a sponsor and a public charter school governing body may agree in the charter of the school to a timeline for renewing the charter that is different from the timeline required by paragraphs (b) to (f) of this subsection.

(6)(a) If the sponsor does not renew the charter based on the revised request for renewal submitted under subsection (5)(f) of this section, the public charter school governing body may appeal the decision of the sponsor to the State Board of Education for a review of whether the sponsor used the process required by this section in denying the renewal of the charter.

(b) If the state board finds that the sponsor used the process required by this section in denying the request for renewal, the state board shall affirm the decision of the sponsor. A public charter school governing body may seek judicial review of an order of the state board pursuant to ORS 183.484.

(c) If the state board finds that the sponsor did not use the process required by this section in denying the request for renewal, the state board shall order the sponsor to reconsider the request for renewal.

(d) If after reconsideration pursuant to paragraph (c) of this subsection the sponsor does not renew the charter, the public charter school governing body may seek judicial review of an order of the sponsor pursuant to ORS 183.484.

(7) If the State Board of Education is the sponsor of a public charter school and the state board does not renew the charter based on the revised request for renewal submitted under subsection (5)(f) of this section, the public charter school governing body may seek judicial review of an order of

the state board pursuant to ORS 183.484 for a review of whether the state board used the process required by this section in denying the request for renewal.

(8)(a) The sponsor shall base the charter renewal decision on a good faith evaluation of whether the public charter school:

(A) Is in compliance with this chapter and all other applicable state and federal laws;

(B) Is in compliance with the charter of the public charter school;

(C) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the sponsor and the public charter school governing body;

(D) Is fiscally stable and has used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under this section; and

(E) Is in compliance with any renewal criteria specified in the charter of the public charter school.

(b) The sponsor shall base the renewal evaluation described in paragraph (a) of this subsection primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review as required by ORS 338.095 and any other information mutually agreed upon by the public charter school governing body and the sponsor. [1999 c.200 §8; 2005 c.522 §1; 2009 c.691 §10; 2011 c.695 §4; 2013 c.136 §1; 2013 c.265 §8; 2018 c.72 §8; 2025 c.452 §3]

338.070 [Amended by 1965 c.100 §154; 1965 c.123 §2; renumbered 332.425]

338.075 Review of school district board decision; sponsorship by State Board of Education; judicial review. (1) If a school district board disapproves a proposal to establish a public charter school following reconsideration of a proposal pursuant to ORS 338.055 (5), the applicant may request that the State Board of Education review the decision of the school district board.

(2)(a) If the State Board of Education reviews a decision of the school district board, as provided by subsection (1) of this section, the State Board of Education may review the decision only to determine whether:

(A) The school district board used the process required by ORS 338.055 in denying the proposal;

(B) The proposal meets the criteria described in ORS 338.055 (3); and

(C) The reasons stated by the school district board for the denial are valid.

(b) Following a review described in paragraph (a) of this subsection, the State Board of Education may:

(A) Uphold the decision of the school district board to disapprove the proposal;

(B) Remand the proposal to the school district board for reconsideration if the school district board and applicant agree to the remand; or

(C) Consider becoming the sponsor of the public charter school if the applicant agrees to the sponsorship.

(3) An applicant may seek judicial review of an order of the State Board of Education pursuant to ORS 183.484. If the court finds that the decision of the State Board of Education is not supported by substantial evidence in the record, the court shall enter a judgment directing the State Board of Education to sponsor the public charter school.

(4)(a) An applicant for a public charter school that is a federally recognized Indian tribe in this state:

(A) Is not required to submit a written proposal to a school district board under ORS 338.045; and

(B) May submit a written proposal to the State Board of Education.

(b) An applicant for a public charter school that is a federally recognized Indian tribe in this state may submit a proposal as provided by this subsection only if:

(A) The federally recognized Indian tribe does not already operate a public charter school sponsored by the board as provided by this subsection;

(B) The proposed public charter school will be located on the reservation of the federally recognized Indian tribe or, if the federally recognized Indian tribe does not have a reservation, within a school district that enrolls students who are members of the federally recognized Indian tribe; and⁴⁶

(C) The federally recognized Indian tribe provides notice, as prescribed by the board by rule, of the intent to submit a proposal under this subsection to:

- (i) For a public charter school that will be located on the reservation of the federally recognized Indian tribe, the school district that serves the students of the reservation; or
- (ii) For a public charter school that will be located within a school district that enrolls members of the federally recognized Indian tribe, the school district where the proposed public charter school will be located.

(c) The board shall prescribe by rule the requirements of a proposal submitted pursuant to this subsection. The requirements must incorporate any applicable requirements for a proposal submitted pursuant to ORS 338.045. At the request of an applicant, the Department of Education may provide technical assistance in developing the proposal for the operation of the public charter school.

(d) The board shall prescribe by rule the process for reviewing a proposal submitted pursuant to this subsection, including timelines for the review. The board must provide an applicant with a reasonable opportunity to complete a proposal if the board determines that a submitted proposal is not complete.

(e) The board shall evaluate a proposal in good faith, using the applicable criteria described in ORS 338.055 (3). [1999 c.200 §9; 2001 c.376 §1; 2005 c.209 §28; 2011 c.695 §6; 2011 c.718 §§28,29; 2012 c.91 §§4,5; 2013 c.265 §§5,6; 2018 c.72 §9; 2025 c.452 §4]

338.080 Cooperative agreement to provide educational services. (1) A sponsor and a public charter school may enter into a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services.

(2) A cooperative agreement entered into as provided by this section must:

- (a) Be incorporated into the charter of the public charter school; and
- (b) Describe the terms of the partnership between the sponsor, the public charter school and other school districts. [2011 c.682 §2]

OPERATION

338.095 Financial management system; annual report, visit and audit. (1) The financial management system of a public charter school must include a budget and accounting system that:

- (a) Is compatible with the budget and accounting system of the sponsor of the school; and
- (b) Complies with the requirements of the uniform budget and accounting system adopted by rule of the State Board of Education under ORS 327.511.

(2) A public charter school shall report to the sponsor and the Department of Education at least annually on the performance of the school and its students. A public charter school shall disclose in its report information necessary to make a determination of compliance with the requirements of this chapter. The sponsor or the sponsor's designee at least annually shall visit the public charter school site and review the public charter school's compliance with the terms and provisions of the charter.

(3) Except for a public charter school that is not required to comply with ORS 338.035 (2)(a)(B) and (C) as provided by ORS 338.035 (2)(b), the public charter school shall have an annual audit of the accounts of the public charter school prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990. The school shall forward a copy of the annual audit to the Department of Education.

(4) After an audit conducted as provided by subsection (3) of this section, the following shall be forwarded to the sponsor:

- (a) A copy of the annual audit;
- (b) 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; and
- (c) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.

(5) The sponsor of a public charter school that is organized as required by ORS 338.035 (2)(a)(B) and (C) may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS chapter 65.

(6) The State Board of Education may require public charter schools to file reports with the Department of Education as necessary to enable the department to gather information on public charter schools for inclusion in the Oregon Report Card issued pursuant to ORS 329.115. [1999 c.200 §10; 2009 c.691 §11; 2011 c.313 §14; 2011 c.684 §1; 2013 c.265 §12]

338.105 Termination of charter; appeal; rules; dissolution or closure of school. (1) During the term of a charter, the sponsor may terminate the charter on any of the following grounds:

- (a) Failure to meet the terms of an approved charter or this chapter.
- (b) Failure to meet the requirements for student performance stated in the charter.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in the charter.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.

(2)(a) If a charter is terminated under subsection (1) of this section, the sponsor shall notify the public charter school governing body at least 60 days prior to the proposed effective date of the termination. The notice shall state the grounds for the termination.

(b) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter school may agree to develop a plan to correct deficiencies. Under a plan to correct deficiencies:

(A) The public charter school may attempt to correct any deficiencies related to financial stability or to a sound financial management system by a date identified by the sponsor, which may not be less than 60 days from the date of the notice;

(B) The proposed effective date of the termination may be extended to the date identified under subparagraph (A) of this paragraph;

(C) The sponsor may withhold up to 50 percent of the moneys owed to the public charter school while the public charter school is on the plan to correct deficiencies unless the withholding would create an undue hardship, as determined pursuant to rules of the State Board of Education; and

(D) The sponsor must hold in trust any moneys withheld under subparagraph (C) of this paragraph until:

(i) The public charter school complies with the plan to correct deficiencies, at which time the public charter school is entitled to the moneys held in trust; or

(ii) The public charter school fails to comply with the plan to correct deficiencies, at which time the charter is terminated and the public charter school forfeits any claim to the moneys held in trust.

(c) A deadline to correct deficiencies under paragraph (b)(A) of this subsection may be extended by mutual agreement of the sponsor and the public charter school.

(d) The public charter school governing body may request a hearing by the sponsor in relation to a termination of the charter or a plan to correct deficiencies.

(3) A public charter school governing body may appeal a decision of a sponsor under this section. The appeal shall be to:

(a) The State Board of Education if the sponsor is an entity described in ORS 338.005 (4)(a). The State Board of Education shall:

(A) Review only:

(i) The grounds for termination under this section as stated by the school district board; or

(ii) A plan to correct deficiencies; and

(B) Adopt by rule procedures to ensure a timely appeals process to prevent disruption of students' education.

(b) The circuit court pursuant to ORS 183.484 if the sponsor is the State Board of Education.

(4)(a) Notwithstanding subsection (2) of this section, a sponsor may terminate a charter immediately and close a public charter school if the public charter school is endangering the health or safety of the students enrolled in the public charter school.

(b) The public charter school governing body may request a hearing from the sponsor on the termination of the charter under this subsection. The sponsor shall hold a hearing within 10 days after receiving the request.

(c) The public charter school governing body may appeal a decision of a sponsor 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.

(d) Throughout the appeals process, the public charter school shall remain closed at the discretion of the sponsor unless the State Board of Education orders the sponsor to open the public charter school and not terminate the charter.

(5) Termination of a charter shall not abridge the public charter school's legal authority to operate as a private or nonchartered public school.

(6) If a charter is terminated or a public charter school is dissolved:

(a) The assets of the public charter school that were purchased with public funds shall be given to the State Board of Education. The State Board of Education may disburse the assets of the public charter school to school districts or other public charter schools.

(b) All student education records of the public charter school shall be transferred to the administrative office of the school district in which the public charter school was located.

(7) A public charter school governing body may only terminate a charter, dissolve or close a public charter school at the end of a semester. If a charter is terminated by the public charter school governing body or a public charter school is closed or dissolved, the public charter school governing body shall notify the sponsor at least 180 days prior to the proposed effective date of the termination, closure or dissolution. [1999 c.200 §11; 2009 c.691 §12; 2011 c.94 §1; 2011 c.695 §7; 2013 c.265 §10; 2013 c.327 §3; 2018 c.72 §10]

338.115 Applicability of laws; restrictions; powers; student diplomas and certificates of attendance. (1) Statutes and rules that apply only to school district boards, school districts or other public schools do not apply to public charter schools. However, the following laws do apply to public charter schools:

(a) Federal law;

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

(c) ORS 192.311 to 192.478 (public records law);

(d) ORS 192.610 to 192.705 (public meetings law);

(e) ORS chapters 279A, 279B and 279C (Public Contracting Code);

(f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);

(g) ORS 326.565, 326.575 and 326.580 (student records);

(h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);

(i) ORS 329.045 (academic content standards and instruction);

(j) ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);

(k) ORS 329.496 (physical education);

(L) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);

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

(n) ORS 337.150 (textbooks);

(o) ORS 339.119 (consideration for educational services);

(p) ORS 339.141, 339.147 and 339.155 (tuition and fees);

(q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);

(r) ORS 339.326 (notice concerning students subject to juvenile court proceedings);

- (s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
- (t) ORS 342.856 (core teaching standards);
- (u) ORS chapter 657 (Employment Department Law);
- (v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
- (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (x) Statutes and rules that expressly apply to public charter schools;
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
- (z) Health and safety statutes and rules;
- (aa) Any statute or rule that is listed in the charter; and
- (bb) This chapter.

(2) Notwithstanding subsection (1) of this section, a charter may specify that statutes and rules that apply only to school district boards, school districts and other public schools may apply to a public charter school.

(3) If a statute or rule applies to a public charter school, then the terms “school district” and “public school” include public charter school as those terms are used in that statute or rule.

(4) A public charter school may not violate the Establishment Clause of the First Amendment to the United States Constitution or Article I, section 5, of the Oregon Constitution, or be religion based.

(5)(a) A public charter school shall maintain an active enrollment of at least 25 students.

(b) For a public charter school that provides educational services under a cooperative agreement described in ORS 338.080, the public charter school is in compliance with the requirements of this subsection if the public charter school provides educational services under the cooperative agreement to at least 25 students, without regard to the school districts in which the students are residents.

(6) A public charter school may sue or be sued as a separate legal entity.

(7) The sponsor, members of the governing board of the sponsor acting in their official capacities and employees of a sponsor acting in their official capacities are immune from civil liability with respect to all activities related to a public charter school within the scope of their duties or employment.

(8) A public charter school may enter into contracts and may lease facilities and services from a school district, education service district, public university listed in ORS 352.002, other governmental unit or any person or legal entity.

(9) A public charter school may not levy taxes or issue bonds under which the public incurs liability.

(10) A public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.

(11) The school district in which the public charter school is located shall offer high school diplomas, modified diplomas, extended diplomas and certificates of attendance to any public charter school students who meet the district’s and state’s standards for a high school diploma, a modified diploma, an extended diploma or a certificate of attendance.

(12) A high school diploma, a modified diploma or an extended diploma issued by a public charter school grants to the holder the same rights and privileges as a high school diploma, a modified diploma or an extended diploma issued by a nonchartered public school. A certificate of attendance issued by a public charter school shall have the same restrictions as a certificate of attendance issued by a nonchartered public school.

(13) Prior to beginning operation, the public charter school shall show proof of insurance to the sponsor as specified in the charter.

(14) A public charter school may receive services from an education service district in the same manner as a nonchartered public school in the school district in which the public charter school is located. [1999 c.200 §12; 2001 c.810 §4; 2003 c.303 §15; 2005 c.367 §4; 2005 c.730 §16; 2007 c.35 §6; 2007 c.256 §3; 2007 c.501 §3; 2007 c.575 §5; 2007 c.660 §17; 2007 c.839 §7; 2007 c.858 §33; 2008 c.50 §§11,12; 2009 c.618 §§3,4; 2010 c.53 §§2,3; 2011 c.94 §§2,3; 2011 c.637 §§117,118; 2011 c.682 §§4,5; 2012 c.92 §§9,10; 2013 c.98 §§6,7; 2013 c.265 §§13,14; 2013 c.267 §§8,9; 2015 c.67 §§1,2; 2015 c.245 §§47,48; 2019 c.618 §11; 2021 c.178 §9; 2023 c.202 §5; 2023 c.243 §2]

Note: The amendments to 338.115 by section 7, chapter 567, Oregon Laws 2025, become operative July 1, 2035. See section 12, chapter 567, Oregon Laws 2025. The text that is operative on and after July 1, 2035, is set forth for the user's convenience.

338.115. (1) Statutes and rules that apply only to school district boards, school districts or other public schools do not apply to public charter schools. However, the following laws do apply to public charter schools:

- (a) Federal law;
 - (b) ORS 30.260 to 30.300 (tort claims);
 - (c) ORS 192.311 to 192.478 (public records law);
 - (d) ORS 192.610 to 192.705 (public meetings law);
 - (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
 - (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
 - (g) ORS 326.561, 326.565 and 326.575 (student records);
 - (h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - (i) ORS 329.045 (academic content standards and instruction);
 - (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);
 - (k) ORS 329.496 (physical education);
 - (L) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485
- (2);
- (m) ORS 336.840 (use of personal electronic devices);
 - (n) ORS 337.150 (textbooks);
 - (o) ORS 339.119 (consideration for educational services);
 - (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
 - (q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
 - (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
 - (s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
 - (t) ORS 342.856 (core teaching standards);
 - (u) ORS chapter 657 (Employment Department Law);
 - (v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
 - (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
 - (x) Statutes and rules that expressly apply to public charter schools;
 - (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
 - (z) Health and safety statutes and rules;
 - (aa) Any statute or rule that is listed in the charter; and
 - (bb) This chapter.
- (2) Notwithstanding subsection (1) of this section, a charter may specify that statutes and rules that apply only to school district boards, school districts and other public schools may apply to a public charter school.
- (3) If a statute or rule applies to a public charter school, then the terms "school district" and "public school" include public charter school as those terms are used in that statute or rule.
- (4) A public charter school may not violate the Establishment Clause of the First Amendment to the United States Constitution or Article I, section 5, of the Oregon Constitution, or be religion based.
- (5)(a) A public charter school shall maintain an active enrollment of at least 25 students.

(b) For a public charter school that provides educational services under a cooperative agreement described in ORS 338.080, the public charter school is in compliance with the requirements of this subsection if the public charter school provides educational services under the cooperative agreement to at least 25 students, without regard to the school districts in which the students are residents.

(6) A public charter school may sue or be sued as a separate legal entity.

(7) The sponsor, members of the governing board of the sponsor acting in their official capacities and employees of a sponsor acting in their official capacities are immune from civil liability with respect to all activities related to a public charter school within the scope of their duties or employment.

(8) A public charter school may enter into contracts and may lease facilities and services from a school district, education service district, public university listed in ORS 352.002, other governmental unit or any person or legal entity.

(9) A public charter school may not levy taxes or issue bonds under which the public incurs liability.

(10) A public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.

(11) The school district in which the public charter school is located shall offer high school diplomas, modified diplomas, extended diplomas and certificates of attendance to any public charter school students who meet the district's and state's standards for a high school diploma, a modified diploma, an extended diploma or a certificate of attendance.

(12) A high school diploma, a modified diploma or an extended diploma issued by a public charter school grants to the holder the same rights and privileges as a high school diploma, a modified diploma or an extended diploma issued by a nonchartered public school. A certificate of attendance issued by a public charter school shall have the same restrictions as a certificate of attendance issued by a nonchartered public school.

(13) Prior to beginning operation, the public charter school shall show proof of insurance to the sponsor as specified in the charter.

(14) A public charter school may receive services from an education service district in the same manner as a nonchartered public school in the school district in which the public charter school is located.

Note: Section 9, chapter 202, Oregon Laws 2023, provides:

Sec. 9. (1) The amendments to ORS 329.451, 336.590, 338.115, 339.115, 339.505, 339.520 and 343.161 by sections 1 to 8 of this 2023 Act become operative July 1, 2024.

(2) Notwithstanding the operative date specified in subsection (1) of this section, a student who began ninth grade before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate as in effect on the day before July 1, 2024. [2023 c.202 §9]

338.120 Additional requirements for virtual public charter schools; access to documents. (1) In addition to any other requirements of this chapter for a public charter school, a virtual public charter school must have:

(a) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045.

(b) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation.

(c) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school.

(d) A budget, business plan and governance plan for the operation of the school.

(e) In the charter of the school, a requirement that the school:

(A) Monitor and track student progress and attendance; and

(B) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

(f) Notwithstanding ORS 338.135 (7), a plan to ensure that:

(A) All superintendents, assistant superintendents and principals of the school are licensed to administer by the Teacher Standards and Practices Commission; and

(B) Teachers who are licensed to teach by the Teacher Standards and Practices Commission teach at least 95 percent of the school's instructional hours.

(g) A plan for maintaining student records and school records, including financial records, at a designated central office of operations that is located:

(A) If the sponsor is a school district, within the school district that is the sponsor and as specified in the charter of the school; or

(B) If the sponsor is the State Board of Education, at a central office located in Oregon and as specified in the charter of the school.

(h) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:

(A) Has access to and use of computer and printer equipment as needed;

(B) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or

(C) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.

(i) A plan to provide access to computer and printer equipment and the Internet service cost reimbursement as described in paragraph (h) of this subsection by students enrolled in the school who are from families that qualify as low-income under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.).

(j) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students enrolled in the school who want to participate.

(k) A plan to conduct meetings at least twice a week between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology.

(L) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year.

(m) A plan to provide, at the time of a student's enrollment, written notice to the sponsor and, if different, to the school district where the student is a resident. Notification must be provided within 10 days after enrollment and must include:

(A) The name, age and address of the student; and

(B) The name of the school in which the student was formerly enrolled.

(n) A plan to provide, at the time of a student's withdrawal for a reason other than graduation from high school, written notice to the sponsor and, if different, to the school district where the student is a resident. Notification must be provided within 10 days after withdrawal and must include:

(A) The name, age and address of the student;

(B) The reason the student no longer is enrolled and, if applicable, the name of the school in which the student will enroll, if known to the virtual public charter school; and

(C) The last day on which the student was enrolled at the virtual public charter school.

(o) An agreement to provide a student's education records to the student's resident school district or to the sponsor, upon request of the resident school district or sponsor.

(2) For a virtual public charter school:

(a) A person who is a member of the school district board for the sponsor of the virtual public charter school may not be:

(A) An employee of the virtual public charter school;

(B) A member of the governing body of the virtual public charter school; or

(C) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.

(b) A person who is a member of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school has entered, or intends to enter, into a contract to provide educational services.

(3) If a virtual public charter school enters into a contract with a third-party entity to provide educational services for the virtual public charter school:

(a) No employee or member of the governing board of the third-party entity may attend an executive session of the school district board of the school district that is the sponsor of the virtual public charter school;

(b) An employee of the virtual public charter school may not promote the sale or benefits of private supplemental services or classes offered by the third-party entity;

(c) The educational services provided by the third-party entity must be consistent with state standards and requirements, and must be changed on the same timelines that changes are imposed on the nonvirtual public charter schools of this state; and

(d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services and that budget must itemize:

(A) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a public charter school in this state; and

(B) The annual operating expenses and profit margin of the third-party entity for providing educational services to a public charter school in this state.

(4)(a) The sponsor or a member of the public may request access to any of the documents described in subsections (1) and (3)(d) of this section that are public records, as provided by ORS 192.311 to 192.478.

(b) Upon request by a sponsor or a member of the public, a virtual public charter school must provide reasonable access to the documents described in subsections (1) and (3)(d) of this section that are public records, as provided by ORS 192.311 to 192.478. The documents may be provided electronically. [2009 c.691 §8; 2010 c.72 §1; 2011 c.649 §1; 2011 c.684 §2; 2017 c.726 §4]

338.125 Student enrollment; nonresident students; appeals; written notices. (1) Student enrollment in a public charter school is voluntary.

(2)(a) All students who reside in the school district in which the public charter school is located are eligible for enrollment in the public charter school if space is available.

(b) Students who do not reside in the school district in which the public charter school is located are eligible for enrollment in the public charter school if space is available and subject to subsection (5) of this section.

(c) A public charter school may not limit student enrollment based on race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability. A public charter school may implement a weighted lottery that favors historically underserved students as provided by subsection (3)(a) of this section.

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

(b)(A) A public charter school may give priority for admission to students who reside within the attendance boundaries that were in effect at the time a school district closed a nonchartered public school if:

(i) The public charter school began to operate not more than two years after the nonchartered public school was closed;

- (ii) The school district that closed the nonchartered public school is the sponsor of the public charter school;
- (iii) The public charter school is physically located within the attendance boundaries of the closed nonchartered public school; and
- (iv) The school district board, through board action, approved the public charter school giving priority as described in this paragraph.

(B) Nothing in this paragraph requires an amendment to a charter. A school district board may take an action described in subparagraph (A)(iv) of this paragraph at any time during the term of a charter.

(c) After a public charter school has been in operation for one or more years, the public charter school may give priority for admission to students who:

- (A) Were enrolled in the prior year in the public charter school;
- (B) Were enrolled in a public preschool or prekindergarten program operated by the public charter school;
- (C) Have siblings who are presently enrolled in the school and who were enrolled in the school in the prior year;
- (D) Are at risk because the student has an economic or academic disadvantage that requires special services or assistance, including students who:

- (i) Are from economically disadvantaged families;
- (ii) Are identified as having special educational needs;
- (iii) Are limited in proficiency in the English language;
- (iv) Are at risk of dropping out of high school; or
- (v) Do not meet minimum standards of academic proficiency; or

(E) If the public charter school is a party to a cooperative agreement described in ORS 338.080, reside in the school district that is the sponsor of the public charter school or in a school district that is a party to the cooperative agreement.

(4) A student who wishes to enroll in a virtual public charter school does not need the approval of the school district where the student is a resident before the student enrolls in the virtual public charter school. If a student wishes to enroll in a virtual public charter school, the parent, legal guardian or person in parental relationship with the student must provide the following notices to the school district where the student is a resident:

- (a) Intent to enroll the student in a virtual public charter school; and
- (b) Enrollment of the student in a virtual public charter school.

(5)(a) Notwithstanding subsection (4) of this section and ORS 339.133, if more than three percent of the students who reside in a school district are enrolled in virtual public charter schools that are not sponsored by the school district, a student who is a resident of the school district must receive approval from the school district before enrolling in a virtual public charter school. A school district is not required to give approval if more than three percent of the students who reside in the school district are enrolled in virtual public charter schools that are not sponsored by the school district. A school district must provide notice of the decision to not give approval within 10 calendar days of receiving notice of intent for the student to enroll in a virtual public charter school.

(b) For the purpose of determining whether more than three percent of the students who reside in the school district are enrolled in virtual public charter schools that are not sponsored by the school district, the school district board shall:

(A) Include any students who:

- (i) Reside in the school district, regardless of whether the students are considered residents of different school districts as provided by ORS 339.133 (5); and
- (ii) Are enrolled in virtual public charter schools that are not sponsored by the school district.

(B) Calculate, at least twice each year, the school district's percentage of students attending virtual public charter schools that are not sponsored by the school district.

(c)(A) Except as provided by subparagraph (B) of this paragraph, students who reside in the school district, regardless of whether the students are considered residents of different school districts as provided by ORS 339.133 (5), must receive approval from the school district before enrolling in a virtual public charter school if the limit described in paragraph (a) of this subsection has been met.

(B) A student is not required to receive approval from the school district in which the student resides if the student:

- (i) Previously lived in another school district;
- (ii) While living in the other school district, was enrolled in a virtual public charter school; and
- (iii) Has maintained continuous enrollment in the virtual public charter school since moving into the school district where the student currently resides.

(d) If the school district does not give approval under paragraph (a) of this subsection, the school district must provide to the parent, legal guardian or person in parental relationship with the student information about:

(A) The percentage of students in the resident district that attend virtual public charter schools that are not sponsored by the school district, based on the most recent calculation;

(B) The right to appeal the decision to the State Board of Education; and

(C) Other online options available to the student.

(e) If an appeal is made to the State Board of Education as described in paragraph (d) of this subsection, the board must issue a decision within 14 days of the submission of the appeal.

(6) Within 10 days of a student's enrollment in a public charter school, the public charter school shall provide written notice of the student's enrollment to the school district in which the public charter school is located if the student does not reside in the school district where the public charter school is located.

(7) Within 10 days of receiving the notice described in subsection (6) of this section, the school district in which the public charter school is located shall provide to the student's parent, legal guardian or person in parental relationship written information about:

(a) The school district's responsibility to identify, locate and evaluate students enrolled in the public charter school to determine which students may be in need of special education and related services as provided by ORS 338.165; and

(b) The methods by which the school district may be contacted to answer questions or provide information related to special education and related services.

(8) When a student described in subsection (6) of this section withdraws from a public charter school for a reason other than graduation from high school, the school district in which the public charter school is located shall:

(a) Provide to the school district in which the student resides written notice that the student has withdrawn.

(b) Provide to the student's parent, legal guardian or person in parental relationship written information about:

(A) The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and

(B) The methods by which the school district in which the student resides may be contacted to answer questions or provide information related to special education and related services.

(9)(a) If a student described in subsection (6) of this section enrolls in a public charter school and has an individualized education program, the school district in which the public charter school is located must implement the individualized education program and follow the terms of the individualized education program until a new individualized education program is developed.

(b) If a student described in subsection (6) of this section withdraws from a public charter school and has an individualized education program, the school district in which the student resides must implement the individualized education program and follow the terms of the individualized education program until a new individualized education program is developed.

(10) When a virtual public charter school enrolls a student or a student no longer is enrolled in a virtual public charter school, the virtual public charter school shall provide the written notices described in ORS 338.120 (1)(m) and (n) to the school district where the student is a resident.

(11) A public charter school may conduct fund-raising activities but may not require a student to participate in fund-raising activities as a condition of admission to the public charter school. [1999 c.200 §14; 2001 c.810 §8; 2005 c.834 §5; 2007 c.100 §23; 2011 c.718 §§23,24; 2015 c.585 §§1,2; 2017 c.218 §§1,2; 2021 c.364 §§1,1a; 2021 c.367 §14; 2023 c.434 §1]

338.130 Operation of school or of tutoring or testing facility not located in sponsoring school district; compliance. (1) As used in this section:

(a) "Nonsponsoring school district board" means the school district board that:

(A) Is the school district board of the school district in which a public charter school is operating, or proposes to operate, a school or a tutoring or testing facility; and

(B) Is not the sponsor of the public charter school.

(b) "Nonvirtual public charter school" means a public charter school that:

(A) Is not a virtual public charter school; and

(B) Is not sponsored by the State Board of Education.

(c) "Sponsoring school district" is the school district of the sponsor of a public charter school.

(2) If a public charter school is a nonvirtual public charter school, the governing body of the nonvirtual public charter school:

(a) Except as provided by paragraph (c) of this subsection, may operate a school that is not located in the sponsoring school district only if the governing body has received written permission from the nonsponsoring school district board. The governing body must receive written permission under this paragraph prior to the first day on which students will attend classes at the school.

(b) Except as provided by paragraph (d) of this subsection, may operate a tutoring or testing facility that is not located in the sponsoring school district only if the governing body has received written permission from the nonsponsoring school district board. The governing body must receive written permission under this paragraph prior to the first day the students will receive tutoring or testing at the facility.

(c) May operate a school that is not located in the sponsoring school district and without complying with the requirements of paragraph (a) of this subsection only if:

(A) For a school that began operating prior to June 6, 2023;

(i) The location of the school has not changed since June 6, 2023; and

(ii) Written notification is provided to the nonsponsoring school district board each time the charter for the public charter school is renewed.

(B) For a school that began operating after June 6, 2023, and prior to January 1, 2024:

(i) The governing body operating the school had entered into a charter for a public charter school in the sponsoring school district prior to January 1, 2023;

(ii) The school district in which the school will be located is adjacent to the sponsoring school district; and

(iii) Written notification is provided to the nonsponsoring school district board:

(I) Prior to the first day the students will attend classes at the school; and

(II) Each time the charter for the public charter school is renewed.

(d) May operate a tutoring or testing facility that is not located in the sponsoring school district and without complying with the requirements of paragraph (b) of this subsection only if:

(A) The public charter school began operating as a public charter school prior to January 1, 2023; and

(B) Written notification is provided to the nonsponsoring school district board each time the charter for the public charter school is renewed.

(3) If a public charter school is a virtual public charter school, the governing body:

(a) May not operate a school in a school district that is not the sponsoring school district.

(b) May operate administrative offices in a nonsponsoring school district only after the governing body provides written notification to the nonsponsoring school district board:

(A) Prior to the first day the administrative offices are open; and

(B) Each time the charter for the public charter school is renewed.

(c) May operate a tutoring or testing facility that is not located in the sponsoring school district only if the governing body provides written notification to the nonsponsoring school district board:

(A) Prior to the first day the students will receive tutoring or testing at the facility for a facility that began operating after June 6, 2023, and

(B) Each time the charter for the public charter school is renewed.

(4) If a public charter school is sponsored by the State Board of Education, the governing body of the public charter school may not operate a school or a testing or tutoring facility that is not located in the school district specified by the school's charter.

(5) If the governing body of a public charter school does not comply with the provisions of this section, the nonsponsoring school district board may file a complaint with the Superintendent of Public Instruction. Upon receipt of a complaint, the superintendent shall schedule a contested case hearing pursuant to ORS 183.413 to 183.470. Upon a determination that the governing body did not comply with the requirements of this section, the superintendent may withhold State School Fund moneys otherwise due to the public charter school under ORS 338.155. The superintendent shall withhold moneys until the governing body is in compliance or until some other date determined by the superintendent. [2022 c.163 §2]

338.135 Employees; licensure and registration requirements; collective bargaining; prohibition on waiver of right to sponsor charter school. (1) Employee assignment to a public charter school shall be voluntary.

(2)(a) A public charter school or the sponsor of the public charter school is considered the employer of any employees of the public charter school. If a school district board is not the sponsor of the public charter school, the school district board may not be the employer of the employees of the public charter school and the school district board may not collectively bargain with the employees of the public charter school. The public charter school governing body shall control the selection of employees at the public charter school.

(b) If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school unless:

(A) The employee is an administrator who does not have any teaching responsibilities; and

(B) Both the executive officer of the sponsor and the public charter school governing body approve employment by the for-profit entity. The executive officer or governing body may choose to grant approval under this subparagraph:

(i) For all employees of the for-profit entity who meet the description in subparagraph (A) of this paragraph;

(ii) Based on the job categories of the employees who meet the description in subparagraph (A) of this paragraph; or

(iii) On a case-by-case basis for each employee who meets the description in subparagraph (A) of this paragraph.

(3) The school district board of the school district within which the public charter school is located shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by negotiated agreement or by board policy. However, the length of the leave of absence may not be less than two years unless:

(a) The charter of the public charter school is terminated or the public charter school is dissolved or closed during the leave of absence; or

(b) The employee and the school district board have mutually agreed to a different length of time.

(4) An employee of a public charter school operating within a school district who is granted a leave of absence from the school district and returns to employment with the school district shall retain seniority and benefits as an employee pursuant to the terms of the leave of absence.

Notwithstanding ORS 243.650 to 243.809, a school district that was the employer of an employee of a public charter school not operating within the school district may make provisions for the return of the employee to employment with the school district.

(5)(a) For purposes of ORS chapters 238 and 238A, a public charter school shall be considered a public employer and as such shall participate in the Public Employees Retirement System.

(b) For purposes of determining the salary paid to an active member of the Public Employees Retirement System under ORS 238A.005 (17) during the period between August 29, 2003, and January 1, 2020, remuneration paid to a member in return for services to a public charter school is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public charter school if:

(A) The member was hired in a qualifying position by any public charter school on or after August 29, 2003;

- (B) The member was informed in writing by the public charter school during the period of continuous employment that the member was eligible to participate in the Public Employees Retirement System and the public charter school made contributions to the system on the member's behalf;
- (C) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment; and
- (D) The member resided and performed services in the United States during the period of continuous employment.
- (c) As used in this subsection, "continuous employment" means employment with a public charter school that is not interrupted by a period of more than 30 consecutive calendar days.
- (6) For teacher licensing, employment experience in public charter schools shall be considered equivalent to experience in public schools.
- (7)(a) Any person employed as an administrator in a public charter school shall be licensed or registered to administer by the Teacher Standards and Practices Commission.
- (b) Any person employed as a teacher in a public charter school shall be licensed or registered to teach by the commission.
- (c) Notwithstanding paragraph (a) or (b) of this subsection, at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORS 342.125.
- (8) Notwithstanding ORS 243.650, a public charter school shall be considered a school district for purposes of ORS 243.650 to 243.809. An employee of a public charter school may be a member of a labor organization or organize with other employees to bargain collectively. Bargaining units at the public charter school may be separate from other bargaining units of the sponsor or of the school district in which the public charter school is located. Employees of a public charter school may be part of the bargaining units of the sponsor or of the school district in which the public charter school is located.
- (9) An entity described in ORS 338.005 (4) may not waive the right to sponsor a public charter school in a collective bargaining agreement. [1999 c.200 §17; 1999 c.199 §1; 2003 c.733 §73; 2007 c.575 §6; 2009 c.691 §13a; 2011 c.695 §8; 2013 c.327 §§6,7; 2015 c.647 §§4,5; 2018 c.72 §29; 2021 c.135 §14; 2022 c.81 §29]

Note: The amendments to 338.135 by section 9, chapter 101, Oregon Laws 2024, become operative January 1, 2030. See section 18, chapter 101, Oregon Laws 2024. The text that is operative on and after January 1, 2030, is set forth for the user's convenience.

338.135. (1) Employee assignment to a public charter school shall be voluntary.

(2)(a) A public charter school or the sponsor of the public charter school is considered the employer of any employees of the public charter school. If a school district board is not the sponsor of the public charter school, the school district board may not be the employer of the employees of the public charter school and the school district board may not collectively bargain with the employees of the public charter school. The public charter school governing body shall control the selection of employees at the public charter school.

(b) If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school unless:

(A) The employee is an administrator who does not have any teaching responsibilities; and

(B) Both the executive officer of the sponsor and the public charter school governing body approve employment by the for-profit entity. The executive officer or governing body may choose to grant approval under this subparagraph:

(i) For all employees of the for-profit entity who meet the description in subparagraph (A) of this paragraph;

(ii) Based on the job categories of the employees who meet the description in subparagraph (A) of this paragraph; or

(iii) On a case-by-case basis for each employee who meets the description in subparagraph (A) of this paragraph.

(3) The school district board of the school district within which the public charter school is located shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by negotiated agreement or by board policy. However, the length of the leave of absence may not be less than 1 year unless:

(a) The charter of the public charter school is terminated or the public charter school is dissolved or closed during the leave of absence, or

(b) The employee and the school district board have mutually agreed to a different length of time.

(4) An employee of a public charter school operating within a school district who is granted a leave of absence from the school district and returns to employment with the school district shall retain seniority and benefits as an employee pursuant to the terms of the leave of absence.

Notwithstanding ORS 243.650 to 243.809, a school district that was the employer of an employee of a public charter school not operating within the school district may make provisions for the return of the employee to employment with the school district.

(5)(a) For purposes of ORS chapters 238 and 238A, a public charter school shall be considered a public employer and as such shall participate in the Public Employees Retirement System.

(b) For purposes of determining the salary paid to an active member of the Public Employees Retirement System under ORS 238A.005 (18) during the period between August 29, 2003, and January 1, 2020, remuneration paid to a member in return for services to a public charter school is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public charter school if:

(A) The member was hired in a qualifying position by any public charter school on or after August 29, 2003;

(B) The member was informed in writing by the public charter school during the period of continuous employment that the member was eligible to participate in the Public Employees Retirement System and the public charter school made contributions to the system on the member's behalf;

(C) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment; and

(D) The member resided and performed services in the United States during the period of continuous employment.

(c) As used in this subsection, "continuous employment" means employment with a public charter school that is not interrupted by a period of more than 30 consecutive calendar days.

(6) For teacher licensing, employment experience in public charter schools shall be considered equivalent to experience in public schools.

(7)(a) Any person employed as an administrator in a public charter school shall be licensed or registered to administer by the Teacher Standards and Practices Commission.

(b) Any person employed as a teacher in a public charter school shall be licensed or registered to teach by the commission.

(c) Notwithstanding paragraph (a) or (b) of this subsection, at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORS 342.125.

(8) Notwithstanding ORS 243.650, a public charter school shall be considered a school district for purposes of ORS 243.650 to 243.809. An employee of a public charter school may be a member of a labor organization or organize with other employees to bargain collectively. Bargaining units at the public charter school may be separate from other bargaining units of the sponsor or of the school district in which the public charter school is located. Employees of a public charter school may be part of the bargaining units of the sponsor or of the school district in which the public charter school is located.

(9) An entity described in ORS 338.005 (4) may not waive the right to sponsor a public charter school in a collective bargaining agreement.

338.145 Responsibility for student transportation services; costs. (1) The public charter school shall be responsible for providing transportation to students who reside within the school district and who attend the public charter school. The public charter school may negotiate with a school district for the provision of transportation to students attending the public charter school.

(2) Notwithstanding subsection (1) of this section, the school district within which the public charter school is located shall be responsible for the transportation of students attending the public charter school pursuant to ORS 327.043 in the same manner as students attending nonchartered public schools if the student is a resident of the school district. However, a school district may not be required to add or extend existing bus routes or other transportation services pursuant to this subsection.

(3) Students who attend public charter schools and who reside outside of the school district may use existing bus routes and transportation services of the school district in which a public charter school is located.

(4) Any transportation costs incurred by a school district under this section shall be considered approved transportation costs for purposes of ORS 327.013 in the same manner as transportation costs incurred by the school district for transporting students who attend nonchartered public schools are considered approved transportation costs for purposes of ORS 327.013. [1999 c.200 §19; 2003 c.715 §25]

FUNDING

338.155 Distributions of State School Fund amounts; grants available to charter schools. (1)(a) Except as provided by paragraph (d) of this subsection, students of a public charter school are considered to be residents of the school district in which the public charter school is located for purposes of distribution of the State School Fund.

(b) All amounts to be distributed from the State School Fund for public charter schools shall first be distributed to the school district in which the public charter school is located.

(c) For the purpose of determining the amounts to be distributed to a school district from the State School Fund for a public charter school, the district extended ADMw described in ORS 327.013 shall be calculated:

(A) Except as provided by subparagraph (B) or (C) of this paragraph, as though the students enrolled at a public charter school are students enrolled at the public schools of the school district in which the public charter school is located.

(B) By not including any portion of the ADM of the public charter school for the previous school year if the public charter school ceased to operate because of dissolution or closure or because of termination or nonrenewal of a charter.

(C) By calculating the current school year's ADMw separately for a virtual public charter school and for the school district if the school district, without consideration of the ADM of the virtual public charter school, had a decrease in ADM or ADMw compared to the previous school year.

(d) Students who are enrolled in a public charter school that is an approved recovery school under ORS 336.680 are not considered residents of the school district in which the public charter school is located for purposes of distribution of the State School Fund. A public charter school that is an approved recovery school shall be funded as provided by ORS 336.680.

(2) A school district shall contractually establish, with any public charter school that is sponsored by the board of the school district, payment for provision of educational services to the public charter school's students. The payment shall equal an amount per weighted average daily membership (ADMw) of the public charter school that is at least equal to:

(a) Eighty percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS 327.013 for students who are enrolled in kindergarten through grade eight; and

(b) Ninety-five percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS 327.013 for students who are enrolled in grades 9 through 12.

(3) A school district shall contractually establish, with any public charter school that is sponsored by the State Board of Education and that is within the boundaries of the school district, payment for provision of educational services to the public charter school's students. The payment shall equal an amount per weighted average daily membership (ADMw) of the public charter school that is at least equal to:

(a) Ninety percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS 327.013 for students who are enrolled in kindergarten through grade eight; and

(b) Ninety-five percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS 327.013 for students who are enrolled in grades 9 through 12.

(4) The estimated amount of each school district's General Purpose Grant per ADMw shall be determined each year by the Department of Education and made available to all school districts.

(5) The school district in which the public charter school is located shall transfer an amount per weighted average daily membership (ADMw) of the public charter school that is equal to 50 percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS

327.013 is not paid to the public charter school through a contract created pursuant to subsection (3) of this section to the Department of Education.

(6) The department may use any moneys received under this section for activities related to public charter schools.

(7) A school district and a public charter school may negotiate to establish a payment for the provision of educational services to the public charter school's students that is more than the minimum amounts specified in subsection (2) or (3) of this section.

(8) A school district shall send payment to a public charter school based on a contract negotiated under this section within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095.

(9)(a) A public charter school may apply for any grant that is available to school districts or nonchartered public schools from the Department of Education. The department shall consider the application of the public charter school in the same manner as an application from a school district or nonchartered public school.

(b) The department shall award any grant that is available to school districts based solely on the weighted average daily membership (ADMw) of the school district directly to the public charter school. This paragraph does not apply to any grant from the State School Fund. [1999 c.200 §20; 2011 c.684 §7; 2011 c.695 §9; 2015 c.219 §1; 2015 c.644 §5; 2018 c.72 §11; 2021 c.494 §1; 2023 c.571 §1; 2025 c.386 §4]

338.157 Adjusting number of students for poverty level. For purposes of calculating the weighted average daily membership (ADMw) of a public charter school, it shall be assumed that the public charter school has the same percentage of children in poverty families, as calculated under ORS 327.013 (1)(c)(A)(v)(I), as the school district in which the public charter school is located. Based on this percentage, an additional amount shall be added to the average daily membership (ADM) of the public charter school. [2001 c.810 §6; 2009 c.698 §18]

338.165 Special education students; payment for services. (1) Except as provided by ORS 336.680 for public charter schools that are approved recovery schools:

(a) The school district in which a public charter school is located shall identify, locate and evaluate students enrolled in the public charter school to determine which students may be in need of special education and related services.

(b) The school district in which a public charter school is located:

(A) Shall receive funding from the State School Fund as provided by this section for students who are eligible for special education and related services and who are enrolled in the public charter school; and

(B) Is eligible to receive high cost disabilities grants as provided by ORS 327.348 for students who are enrolled in the public charter school.

(c) Students who are eligible for special education and related services shall be considered students of the school district in which the public charter school is located for purposes of data collection and reporting.

(2) If a student is enrolled in a public charter school and is eligible for special education and related services, an additional amount shall be added to the ADM of the public charter school as described in ORS 327.013 (1)(c)(A)(i). The payment per ADMw in the public charter school that is attributable to the student who is eligible for special education and related services shall equal an amount that is at least equal to:

(a) 40 percent of the amount of the General Purpose Grant per ADMw for the school district in which the public charter school is located, as calculated under ORS 327.013, for students who are enrolled in kindergarten through grade eight; and

(b) 47.5 percent of the amount of the General Purpose Grant per ADMw for the school district in which the public charter school is located, as calculated under ORS 327.013, for students who are enrolled in grades 9 through 12.

(3) If the State Board of Education is the sponsor of a public charter school, the school district in which the public charter school is located, for each ADMw that is attributable to a student enrolled in a public charter school who is eligible for special education and related services, shall transfer five percent of the amount of the school district's General Purpose Grant per ADMw as calculated under ORS 327.013 to the State Board of Education.

(4) Notwithstanding subsection (2) of this section, a school district and a public charter school may negotiate on a case-by-case basis for an alternative distribution of funds other than the distribution prescribed by subsection (2) of this section.

(5) Payments under this section must be made within 10 days after a school district receives payment from the State School Fund pursuant to ORS 327.095. [1999 c.200 §21; 2009 c.698 §19; 2011 c.443 §3; 2025 c.386 §5]

338.175 [1999 c.200 §22; repealed by 2009 c.95 §2]

338.185 [1999 c.200 §23; repealed by 2011 c.313 §25]

338.990 [Repealed by 1965 c.100 §456]

Cannon Beach Academy

Charter Amendment Positions

Presented to the Seaside School District Board | Work Session, May 19, 2026

Prepared by the CBA Board of Directors · Cannon Beach, Oregon · May 2026

EXECUTIVE OVERVIEW

Cannon Beach Academy is requesting amendments to its charter agreement with Seaside School District across ten areas. These amendments bring the charter into alignment with CBA's current operations, educational program, and the evolving needs of its students and families. CBA presents these positions in a spirit of collaboration and partnership, and looks forward to crafting mutually agreeable language with the SSD board and administration. CBA remains deeply committed to a strong, productive relationship with Seaside School District.

#	Amendment Area	Nature of Request
1	Grade Expansion — K–8 Phased Implementation	Authorization to expand from K–5 to K–8, beginning with Grade 6 in 2026–27
2	Curriculum Modernization	Update educational program description to reflect current i-Ready and Dimensions Math model
3	Transportation Equity	Explore practical transportation access consistent with existing charter language
4	ELL Curriculum Alignment & Training	Formalize recurring collaboration with SSD on ELL curriculum and professional development
5	Special Education Collaboration	Establish structured framework for on-site or remote special education service delivery
6	Equity & Inclusion Commitments	Update charter language to precisely reflect CBA's current inclusive practices
7	Whole-Child Program Enhancements	Formally recognize PE, environmental education, and arts integration as core program features

#	Amendment Area	Nature of Request
8	Funding Model Adjustment — ADMw Allocation	Request adjustment from statutory minimum of 80% to 90% ADMw allocation
9	Board-to-Board Communication Structures	Establish predictable, structured communication rhythm between SSD and CBA
10	Governance, Oversight & Strategic Alignment	Collaboratively design oversight benchmarks, reporting, and phased approval structures

SECTION 1 OF 10

GRADE EXPANSION — K–8 PHASED IMPLEMENTATION

CBA POSITION

CBA requests charter authorization to expand its grade configuration from K–5 to K–8 through a phased approach. Grade 6 would begin in the 2026–27 school year, with Grades 7 and 8 following in subsequent years. The CBA Board approved the amended expansion motion on February 25, 2026. This expansion responds to documented family demand, supports smoother educational transitions for students, and extends CBA's proven small-school model into the middle grades.

SUPPORTING EVIDENCE

Family Demand & Enrollment Projections

- Family interest survey: 21 students (67.7%) would definitely enroll in a CBA middle school; 4 students (12.9%) would likely enroll — over 80% positive interest
- Current Grade 5 cohort: 6 of 8 families very likely to enroll in Grade 6
- Conservative initial projection: 8–10 students in the first Grade 6 cohort
- Year 1 classroom configuration: K/1, 2/3/4, 5/6 — consistent with CBA's established multi-age instructional model
- Existing facility accommodates up to 4 classrooms; no expansion needed in Year 1

Program Readiness

- Grade 6 curriculum: i-Ready Reading (includes Grade 6–8 materials); Dimensions Math (Singapore, concrete-pictorial-abstract framework)
- All CBA teachers are fully licensed (charter law requires minimum 50%)
- Division 22 PE compliance: CBA students receive 45 minutes PE daily (225 min/week) plus 15 minutes morning movement — exceeds state minimums
- Middle school programming will continue place-based environmental education, arts/music integration, Spanish instruction, and community partnerships (North Coast Land Conservancy, North Coast Watershed Association, Haystack Rock Awareness Program, Hoffman Center, Cannon Beach Arts Association)
- Research on school transitions supports K–8 continuity for improved student outcomes

Addressing District Enrollment Impact

Through conversations between the Director and the parents of almost every student enrolled or previously enrolled in CBA, families have chosen the school specifically because they believe their children are best served in a small-school educational setting. CBA's retention data confirms that families continue to feel that way over time:

- **2024–25:** Of 40 enrolled students, 6 graduated and 9 did not return. Of those 9, 5 left solely because district transportation was eliminated and 2 moved out of the area — only 2 families voluntarily chose to leave, yielding an approximate **94% voluntary retention rate**.
- **2023–24:** Of 36 enrolled students, 3 graduated and 6 did not return. Of those 6, 3 moved out of the area — only 3 families voluntarily chose to leave, yielding an approximate **91% voluntary retention rate**.

At the CBA Special Board Meeting on February 25, 2026, the board heard directly from parents reflecting on their deeply held belief that CBA has provided the learning environment foundational to their children's growth and success.

At a likely maximum of 30 total students in grades 6–8, CBA middle school represents a small percentage of Seaside Middle School's enrollment of approximately 360 students — yet for those 30 students, it is absolutely critical to their learning success.

Research from Johns Hopkins University indicates that between 5–10% of Oregon school-aged children are homeschooled. Applied to the Seaside Middle School enrollment of 360 students, this suggests 20–30 district-area students currently are or would otherwise be homeschooled. CBA's experience is that many of its students have transferred in from homeschool settings, as families sought alternatives to large-school environments. The addition of an alternative middle school within Seaside School District would likely attract many of those students — just as CBA's elementary school has. Therefore, CBA's K–8 expansion does not directly correlate to an equal enrollment decline at Seaside Middle School.

From a fiscal perspective, any student choosing CBA middle school attendance in lieu of homeschooling increases the State funding allocation to Seaside School District — as the district currently receives no funds for homeschooled students.

Additionally, parents seeking an alternative learning environment may otherwise transfer to neighboring districts or private schools. Approximately 6 CBA students (15% of current enrollment) transferred from neighboring districts, and approximately 4 students (9%) were previously homeschooled. Seaside School District gained State funding from their enrollment at CBA that it would not otherwise have received.

Talking Points — Verbal Presentation

- Family demand is documented and strong — more than 80% positive interest, with a conservative initial cohort of 8–10 sixth graders
- No facility expansion is required in Year 1; existing infrastructure supports the addition
- CBA's 91–94% voluntary retention rate confirms that families who choose CBA stay — the school serves a distinct population, not a competing one
- A CBA middle school is more likely to attract homeschooled and out-of-district students into the Seaside funding stream than to reduce Seaside MS enrollment
- CBA seeks collaborative planning and phased implementation — not an immediate structural overhaul

CURRICULUM MODERNIZATION

CBA POSITION

CBA requests that the charter's educational program description be updated to reflect CBA's current instructional approach: a technology-enhanced, differentiated instructional model using i-Ready Reading and Math diagnostics, and Dimensions Math (Singapore). This is a documentation update, not a new program change — the transition from the original Direct Instruction language has been underway since at least 2023, with the district's awareness.

SUPPORTING EVIDENCE

- In September 2023, CBA met with district leadership and raised the concern that the Direct Instruction language in the charter no longer reflected current practice
- CBA subsequently piloted i-Ready reading and math programs — nationally recognized and widely used
- CBA has shared performance data and program information through Annual Reports (2023–24, 2024–25) and Director's Reports (January 2024, February 2025, June 2025, February 2026)
- ORS Chapter 338 does not require charter schools to use different curricula than the sponsoring district — charter innovation is reflected in the overall educational program, instructional approach, and school structure
- CBA's model is distinct from district schools through: smaller learning environment, multi-grade classrooms, individualized and small-group instruction, place-based environmental education, arts and Spanish programming, and strong community partnerships
- i-Ready Diagnostic is on the Oregon State Accountability Act approved assessment list

Talking Points — Verbal Presentation

- This update documents what is already happening — CBA has operated under this model for years with district awareness

- The 2023 conversation with district leadership acknowledged the need to update the outdated Direct Instruction language
- ORS 338 does not require different curricula; CBA's innovation is in program structure, environment, and approach
- CBA has been transparent through Annual Reports and Director's Reports — this is a charter accuracy update, not a material change

SECTION 3 OF 10

TRANSPORTATION EQUITY

CBA POSITION

The current charter agreement (Section 10.3) acknowledges that CBA students may ride district buses to and from CBA to the extent seats are available. CBA requests collaborative discussion to explore practical transportation access consistent with the spirit of the existing agreement. CBA is not requesting new routes — we seek exploration of solutions such as designated pickup/drop-off locations that could reduce route time impacts while maintaining family access.

SUPPORTING EVIDENCE

- During 2023–24 and part of 2024–25, the district provided transportation for 5 CBA students
- Those 5 families had been part of the CBA community since kindergarten and depended on bus service to maintain enrollment
- Transportation service was terminated in December 2024, effective after winter break, without prior discussion with CBA
- Of the 9 students who did not return in 2024–25, 5 left solely because of the transportation cancellation — a direct, measurable enrollment impact

- Transportation access directly affects which families can access public charter education; some cannot attend CBA without bus access
- The existing charter language (Section 10.3) already contemplates this access as a possibility

Talking Points — Verbal Presentation

- The charter itself acknowledges CBA students may ride district buses when seats are available — restoring this access is consistent with the existing agreement
- The December 2024 transportation cancellation without prior discussion resulted in 5 families leaving CBA — a direct equity impact
- CBA is not requesting new routes; we want to explore practical options together
- Transportation access is a public education equity issue — families who cannot drive should not be excluded from public charter school choice

SECTION 4 OF 10

ELL CURRICULUM ALIGNMENT & TRAINING

CBA POSITION

CBA requests formal, recurring collaboration with SSD on English Language Learner curriculum alignment and professional development. CBA's current ELD teacher, Hannah Clark, is ready and eager to participate in district ELL meetings, curriculum training sessions, and professional development opportunities. CBA asks that this participation be formalized through the charter agreement or a companion MOU.

SUPPORTING EVIDENCE

- In October 2023, former CBA ELD teacher Maria Barker attended a district meeting at which the EL Achieve curriculum was introduced

- Maria Barker was not able to attend the associated training that accompanied the curriculum adoption, and no subsequent invitations were extended
- CBA's current ELD teacher is ready to participate in all relevant district professional development
- A gap in communication about curriculum changes is a concrete example of the need for structured collaboration
- Formalized collaboration ensures CBA students receiving ELL services benefit from the same program alignment as other district ELL students

Talking Points — Verbal Presentation

- CBA's ELD teacher was present when the new curriculum was introduced but was not included in the training — formalizing participation closes this gap
- Hannah Clark is ready to join district ELL meetings and professional development immediately
- ELL alignment benefits all English learners in the district, regardless of which school they attend
- Formalizing this collaboration is simple, low-cost, and high-impact for students

SECTION 5 OF 10

SPECIAL EDUCATION COLLABORATION

CBA POSITION

CBA requests ongoing, structured dialogue with SSD regarding special education service delivery — including clarity on which services can be provided on-site at CBA, which may be delivered remotely, and under what circumstances district program placement may be appropriate. Families should not have to choose between attending CBA and accessing special education services.

SUPPORTING EVIDENCE

- When CBA's Director was hired in fall 2020, she provided on-site services for students on IEPs and met weekly via Zoom with the district case manager — a collaborative arrangement supported by a MOU and a district stipend
- This arrangement ended when the district case manager left and was not replaced with an equivalent structure
- CBA currently provides intervention for students with 504 Plans in-house, without requiring families to transport children to Pacific Ridge Elementary
- Without on-site or remote special education options, families must choose between CBA enrollment and access to services — a direct equity concern
- Reestablishing a clear service delivery framework supports student outcomes, family choice, and appropriate legal compliance

Talking Points — Verbal Presentation

- The prior MOU/stipend model worked well for students and both organizations — CBA wants to explore reestablishing something similar
- CBA is already managing 504 Plan interventions in-house, demonstrating capability and reducing district burden
- Families should not be forced to choose between a small-school environment and access to legally required services
- CBA seeks a clear framework for service delivery, not additional district spending

CBA POSITION

CBA requests that the charter agreement's equity and inclusion language be updated to more precisely reflect the school's current inclusive practices and instructional approach. This reaffirms and documents commitments already embedded in CBA's daily operations and 2023 renewal application.

SUPPORTING EVIDENCE

- The June 1, 2023 renewal agreement already includes strong equity language
- CBA's renewal application states the school seeks to serve all students, with particular emphasis on those historically underserved due to race, ethnicity, culture, or socioeconomic background
- Inclusive instructional practices currently in place: differentiated and small-group instruction aligned to student readiness, English Language Development instruction, Spanish language programming supporting multilingual learners, and individualized academic and social-emotional support through the small-school environment
- These practices align with the Oregon Department of Education's equity lens emphasizing that each learner receives the support they need
- This amendment updates charter language to match existing practice — it does not introduce new obligations

Talking Points — Verbal Presentation

- This is a language accuracy update, not a new commitment — CBA's inclusive practices are already in place
- CBA's small-school model inherently supports individualized attention for every learner
- Our practices align with ODE's equity framework — this should be straightforward language for both parties
- CBA welcomes collaborative input from SSD on specific language that would satisfy both organizations

WHOLE-CHILD PROGRAM ENHANCEMENTS

CBA POSITION

CBA requests that the charter agreement's educational program description be updated to clearly recognize the whole-child program enhancements that are central to CBA's model: daily physical activity, environmental education, and arts integration. These programs are already referenced in general terms in the existing charter and renewal application. The amendment proposes describing them more precisely as core features of the school's educational program.

SUPPORTING EVIDENCE

- Daily physical activity: 45 minutes PE daily (225 min/week) plus 15 minutes of morning movement activities — exceeds state requirements under Division 22
- Environmental education through a school garden program and place-based learning partnerships
- Arts integration supported by community partnerships with the Hoffman Center, Cannon Beach Arts Association, and others
- All programs are fully funded and staffed by CBA — no district resources required
- These programs are consistent with ORS Chapter 338's stated purpose of encouraging innovative learning approaches and expanding educational opportunities

Talking Points — Verbal Presentation

- These are established programs that families value and choose CBA for — the amendment documents them, not starts them
- All programs are CBA-funded and CBA-staffed — there are no district resource implications

- Updating the charter to reflect the actual program strengthens the agreement's accuracy and integrity
- This is a straightforward language update that benefits transparency for both organizations

SECTION 8 OF 10

FUNDING MODEL ADJUSTMENT — ADMW ALLOCATION

CBA POSITION

CBA requests an adjustment to its ADMw allocation from the statutory minimum of 80% to 90%. The 80% floor is the minimum established by Oregon law — it is explicitly negotiable and not intended to be the standard. CBA's operational responsibilities, investment in full instructional programming, and peer benchmarking with comparable Oregon charter schools support this request.

SUPPORTING EVIDENCE

Legal Basis

- ORS 338.155(2) expressly provides that districts and charters "may negotiate to establish a payment that is more than the minimum amounts specified"

Oregon Charter School Peer Benchmarking

Charter School	ADMw Allocation
Arco Iris Spanish Immersion	85%
City View Charter	85%
HOPE Chinese Charter	85%
Muddy Creek Charter	87.5%
Three Rivers Charter	90%
Knova Learning	91%

Source: CBA Business Manager Tonya Mosher, True Blue Accounting — works with multiple Oregon charter schools

Additional Context

- CBA delivers a full educational program including instruction, curriculum, staffing, and student support
- The district's 20% retention was historically associated with services including transportation and special education — transportation was eliminated in January 2025 and special education service delivery has decreased
- CBA teachers historically earn significantly less than counterparts in surrounding districts; an increased allocation would support competitive compensation and staff retention
- CBA's Board is committed to fundraising but the resource gap is substantial

Talking Points — Verbal Presentation

- Oregon law explicitly allows negotiation above the 80% minimum — this is a floor, not a standard
- Every comparable Oregon charter school CBA's business manager works with receives more than 80%
- The services historically used to justify the 20% district retention have been reduced — the allocation should reflect current service delivery
- An adjustment supports teacher retention and program sustainability, directly benefiting students

SECTION 9 OF 10

BOARD-TO-BOARD COMMUNICATION STRUCTURES

CBA POSITION

CBA requests that the charter agreement establish a predictable, structured communication rhythm between SSD and CBA boards and administrations. CBA proposes formalized touchpoints — such as quarterly joint check-ins, a shared calendar of key dates, and designated liaison contacts — to ensure proactive collaboration and prevent avoidable operational gaps.

SUPPORTING EVIDENCE

- The charter agreement is a board-to-board relationship; operational and strategic matters benefit from regular communication
- Operational decisions affecting CBA have been made without prior discussion or CBA input, creating avoidable disruption for students and families
- CBA has consistently sought dialogue and has been proactive in outreach; a formalized structure creates reciprocal accountability
- CBA's April 15, 2026 board meeting confirmed plans to attend the May 19 SSD work session and to circulate a charter position document for board review — exactly the kind of structured engagement CBA has been seeking
- A simple communication framework would support transparency, reduce misunderstandings, and enable proactive problem-solving

Talking Points — Verbal Presentation

- A charter is a partnership — partnerships require regular communication, not just document exchanges
- A simple quarterly meeting or designated liaison contact would prevent the operational gaps CBA has experienced
- CBA has consistently initiated outreach; a formalized structure creates shared accountability for ongoing collaboration
- This is a low-cost, high-value amendment for both organizations

GOVERNANCE, OVERSIGHT & STRATEGIC ALIGNMENT

CBA POSITION

CBA welcomes appropriate oversight, reporting, and performance benchmarking aligned with its expanded operations. CBA's goal for this work session is collaborative discussion — not an immediate vote. CBA asks that both organizations use the work session to understand each other's goals and objectives, then work together to craft amendment language that both parties can fully support.

SUPPORTING EVIDENCE

- CBA has communicated from the outset that it seeks discussion prior to any board vote
- CBA is open to phased approval structures, performance benchmarks, enrollment thresholds, and enhanced reporting mechanisms — all to be designed collaboratively
- CBA has demonstrated consistent transparency through Annual Reports, Director's Reports, and active communication
- The May 19, 2026 work session represents precisely the kind of structured collaborative engagement CBA has been requesting throughout this process
- Strong, well-designed oversight benefits students, families, and both organizations

Talking Points — Verbal Presentation

- CBA's intent has always been open dialogue — this work session is the beginning of a collaborative drafting process, not the end
- CBA is open to performance benchmarks, phased approval, and enhanced reporting; let's design those together
- The work session format is ideal for this kind of collaborative, relationship-first engagement

- Mutual accountability and strong oversight benefit everyone — CBA welcomes that kind of partnership

CLOSING STATEMENT

Cannon Beach Academy values its partnership with Seaside School District and the shared commitment to serving students and families on the North Coast. The positions outlined in this document are offered in a spirit of collaboration and transparency. CBA looks forward to open dialogue at the May 19, 2026 work session, and to working together with SSD to craft charter language that reflects the school's current operations, supports its continued growth, and strengthens the relationship between our organizations.

KEY CONTACTS

Name & Title	Email	Phone
Phillip Vincent Board President	vincentp@thecannonbeachacademy.org	206.714.5303
MaryEllen Rogozinski Executive Director	kiffem@thecannonbeachacademy.org	

CANNON BEACH ACADEMY		2026-2027							
Number of Students 36 (weight is 4)		40		\$9,467		\$11,834 per ODE on 3/2/26			
							TOTAL BUDGET		
	SSF Funds		SIA Fund Grant		Early Literacy Grant		2026-2027	Notes	
Income									
1510 Interest and Dividends income		\$148					\$148		
1920 Donation Income - Board Responsibility		\$74,971					\$74,971		
1990 Cash Fundraising - done by PTO		\$7,000					\$7,000		
1990 PTO Funds for Use		-\$7,000					-\$7,000		
3101 SSF - General Support		\$378,688					\$378,688		
3299 SIA Income			\$28,599				\$28,599	SIA & ELG updated on 2/13 based on state estimations	
3300 Early Literacy Grant					\$65,099		\$65,099	SIA & ELG updated on 2/13 based on state estimations	
4099 Federal Grants							\$0		
Total Income		\$453,807	\$28,599		\$65,099		\$547,505		
Expenses									
1111000 Primary (K-5)									\$215,196
1111111 K-5 Salaries - Licensed	\$60,757		\$31,817		\$37,728		\$130,302		
1111112 K-5 Salaries Classified							\$0		
1111210 K-5 PERS Employer	\$19,764		\$10,350		\$12,273		\$42,387		
1111220 K-5 Social Security	\$4,648		\$2,434		\$2,886		\$9,968		
1111231 K-5 Workers Comp	\$225		\$58		\$41		\$324		
1111232 K-5 Unemployment	\$425		\$223		\$264		\$912		
1111240 K-5 Employee Benefits	\$20,159						\$20,159		
1111300 K-5 Purchased Services							\$0		
1111355 -- Printing							\$0		
1111311 -- Contractor Instruction/Sub Services	\$2,500						\$2,500		
1111319 -- Music	\$2,500						\$2,500		
1111400 K-5 Supplies/Materials							\$0		
1111410 K-5 Consumable Materials	\$1,000						\$1,000		
1111420 K-5 Textbooks/Curriculum	\$10,000						\$10,000		
1111430 -- Library/Periodicals							\$0		
1111460 -- Non consumables							\$0		
1113000 -- Extracurricular Expenses							\$0		
2115000 Student Safety							\$0		
2115-410 Emergency Preparedness							\$0		
2240000 InstructStaff-Develop-Purchased							\$0		
2240312 Staff Development	\$1,500						\$1,500		
2240410 -- Staff Development Consumables							\$0		
23100000 Board Services							\$0		
2310300 Board Purchased Services							\$0		
2310324 Board - Copier Leases	\$8,040						\$8,040		
2310342 Board - Travel Out District	\$0						\$0		
2310351 Board - Telephone/Internet	\$4,600						\$4,600	plus \$75 per month for phone	
2310354 Board - Advertising	\$900						\$900		
2310381 -- Board Audit & Tax Costs	\$19,000						\$19,000		
2310382 Board - Legal Costs	\$5,000						\$5,000	OSBA policies & emp handbook	
2310383 Board - Accounting Fees	\$24,000						\$24,000		
2310389 Board - Other Non Instr. Fees	\$300						\$300		
2310410 Board - Consumables							\$0		
2310640 Board - Dues/Subscriptions	\$750						\$750		
2310651 Board - Insurance	\$10,200						\$10,200		
2310670 Board - Taxes/Licenses	\$850						\$850		
24000000 School Admin							\$0		
2410113 Admin Salaries - Licensed	\$48,028						\$48,028		
2410112 Admin - Salaries Classified	\$36,867						\$36,867		
2410200 Admin - Associated Payroll Costs							\$0		
2410210 Admin - PERS	\$15,623						\$15,623		
2410220 Admin - Soc Sec	\$3,674						\$3,674		
2410231 Admin - Workmans Compensation	\$100						\$100		
2410232 Admin - Unemployment Expense	\$672						\$672		
2410240 Admin - Employee Benefits	\$12,000						\$12,000		
2410241 Admin - Wellness Benefit							\$0		
2410353 Postage	\$100						\$100		
2410355 Admin - Printing Expense	\$1,000						\$1,000		
2410410 Admin - Consumable Supplies	\$700						\$700		
2410411 Admin - Principal Discretionary	\$600						\$600		
2410412 Admin - Health Room	\$100						\$100		
25000000 Support Services-Admin Dev							\$0		
2525391 Bank Charges	\$330						\$330		
25400000 Bus-Operation/Maint Plant							\$0		
2542321 Bldg - Cleaning Services	\$12,000						\$12,000		
2542322 Bldg - Maintenance	\$4,000						\$4,000		
2542324 Bldg - Rent	\$3,120						\$3,120		
2542325 Bldg - Utilities	\$7,200						\$7,200		
2542389 - Professional Services	\$700						\$700		
2542410 Bldg - Consumable Supplies	\$1,300						\$1,300		
2542460 Bldg - Nonconsumable Supplies	\$500						\$500		
26600000 Technology Services							\$0		
2660389 Technology - Contracted Services							\$0		
2660410 Technology - Consumables							\$0		
2660460 Technology - Nonconsumables	\$10,000						\$10,000	Tech replacements	
2660470 Technology Licensing	\$3,500						\$3,500		
31200000 Lunch Expenses							\$0		
3120324 Dishwasher Lease							\$0		
3120410 Lunch Consumables	\$900						\$900		
3120450 Lunch Food Costs	\$12,000						\$12,000		
3120460 Lunch Nonconsumables	\$100						\$100		
Total Expenses	\$372,233		\$44,882		\$53,192		\$470,306		
Net Operating Income	\$81,574		-\$16,283		\$11,907		\$77,199		

CANNON BEACH ACADEMY	2026-2027								
Number of Students 36 (weight is 4)	40	\$9,467	\$11,834 per ODE on 3/2/26						
				TOTAL BUDGET					
	SSF Funds	SIA Fund Grant	Early Literacy Grant	2026-2027	Notes				
Reserves									

Cannon Beach Academy Charter Amendment Request

Submitted to: Seaside School District

Date: February 25, 2026

Respectfully Submitted by: Cannon Beach Academy Board of Directors

I. Executive Summary

In accordance with Oregon's vision for public charter schools as defined in ORS 338.015, the Cannon Beach Academy (CBA) seeks to 'increase learning opportunities for all students,' 'encourage the use of different and innovative learning methods,' and 'provide parents and students with expanded choices within the public school system.' CBA respectfully request amendments to its charter with the Seaside School District to reflect the school's current and evolving educational program.

Since its original authorization in 2014 and renewal in 2023, CBA has refined its instructional model, curriculum, and community partnerships to better align with student needs and the realities of a small, coastal public school.

CBA has transitioned from a primarily Direct Instruction model to a more robust, responsive, and technology-enhanced curriculum that integrates multiple evidence-based resources. This approach allows for greater differentiation, student engagement, and the integration of 21st-century skills across subjects. The Academy remains firmly committed to serving all students—particularly those from historically underserved populations—through individualized instruction, social-emotional support, and inclusive educational practices.

Families consistently report that their children thrive at CBA after struggling in other school settings, citing the school's small class sizes, nurturing environment, and personalized support. Over the years, CBA has enhanced its focus on providing a well-rounded education emphasizing student well-being, environmental awareness, physical activity, and the arts. Parents are active participants in the school community and play an essential role in supporting student learning and enrichment.

Examples of these program enhancements include:

1. **Academic Growth:** CBA's reading and math performance has improved significantly since implementing the updated, adaptive curriculum.
2. **Health and Physical Activity:** Each day begins with a schoolwide physical activity session, followed by daily PE instruction. More than half of all students participate in the after-school running club.
3. **Environmental and Scientific Learning:** The school garden serves as an outdoor classroom for science instruction during the day and a hub for the after-school garden club.
4. **The Arts:** Students receive regular art instruction and can participate in art club, with local artists frequently partnering in the delivery of lessons and exhibitions.

In addition, CBA seeks to amend its charter to expand the grades served from Kindergarten through fifth grade (K–5) to Kindergarten through eighth grade (K–8), reflecting sustained family demand and the school’s demonstrated readiness for phased grade-level expansion, as detailed in Section II of this request.

This amendment request also seeks to align funding, services, and collaborative support with CBA’s current educational program and proposed grade expansion, as described throughout this document.

Through these enhancements, CBA continues to fulfill its founding purpose, to maintain a high-quality, community-based public school in Cannon Beach, while evolving to meet the diverse needs of students and families in the North Coast region. This amendment ensures that the charter accurately represents the school’s current program and vision for continued collaboration with Seaside School District in providing exceptional educational opportunities for all learners.

II. Record of Performance and Readiness for Grade Expansion

Since its initial charter approval and 2023 renewal, the CBA has demonstrated consistent academic growth, sound fiscal management, and strong organizational compliance. The following summary highlights the school’s continued progress and its readiness to responsibly expand its grade configuration to serve students in Kindergarten through eighth grade (K–8).

CBA is requesting that its charter be amended to extend the grades served from Kindergarten through fifth grade (K–5) to Kindergarten through eighth grade (K–8). This proposed expansion responds directly to consistent feedback from CBA families, many of whom have expressed a strong desire to keep their children enrolled at CBA through the middle school years. To ensure a thoughtful and sustainable transition, the Academy proposes adding one grade level per year, beginning with Grade 6 enrollment in the 2026–27 school year.

CBA is prepared to serve sixth-grade students within its existing facility and with minimal additional staffing adjustments. A comprehensive plan addressing facilities, staffing, and program enhancements necessary to support seventh- and eighth-grade enrollment will be submitted to the Seaside School District by May 2027 for review and approval by the SSD Board of Directors.

Academic Performance - State Assessment Results

State-mandated assessment results indicate that CBA performed above the state average in both reading and math across the 2023–24 and 2024–25 school years.

Reading: The percentage of students scoring Level 3 (Proficient) or higher increased substantially from 50% in 2023–24 to 75% in 2024–25, exceeding the state average in both years (42% and 43%, respectively). This strong performance on the state assessment is corroborated by schoolwide i-Ready reading data, which similarly show high and increasing percentages of students performing near or above grade level.

Math: The percentage of students scoring Level 3 or higher on the state assessment remained relatively stable, shifting from 36% in 2023–24 to 35% in 2024–25, while continuing to outperform the state average (30% and 31.5%, respectively). While overall proficiency rates were moderate, these results are buffered by consistent student growth in math, as reflected in schoolwide i-Ready data showing increases in students performing near or above grade level and decreases in those performing significantly below grade level.

Financial and Organizational Performance

CBA has demonstrated strong fiscal stewardship by achieving notable academic results and sustaining an exceptional school climate while maintaining responsible financial management practices. The school's budgeting and oversight processes ensure that ample reserve funds are consistently on hand to support operations and strategic growth. Annual independent audits have been completed on time, with no material concerns identified, and all recommendations have been promptly addressed. This record of sound governance and prudent resource allocation underscores the Academy's capacity to manage the school responsibly.

Together, CBA's academic outcomes, fiscal stewardship, and organizational capacity demonstrate readiness to support a phased K–8 expansion and the corresponding charter amendments requested herein.

III. Looking Forward: Plans for the Next Charter Term

A. Educational Program

CBA's vision for the next charter term builds upon its successful K–5 foundation. The Academy will continue to provide a well-rounded, inclusive, and technology-enhanced education that integrates strong academics, creativity, wellness, and environmental stewardship. These programmatic elements reflect the instructional model and enhancements for which CBA seeks formal recognition through this charter amendment.

B. Financial Plans

Primary revenue will remain district ADMw funds, supplemented by grants, fundraising and partnerships. The requested adjustment to the ADMw allocation from 80% to 90% is intended to support these program commitments and ensure long-term financial sustainability.

C. Organizational Plans

Governance will remain consistent. Staffing will expand gradually as enrollment grows. Community partnerships will be leveraged to enhance arts, environmental, and wellness programs. Staffing and organizational growth will be aligned with the phased grade expansion and subject to district review and approval, consistent with the requested charter amendment.

Additional areas that fuel CBA Success

A. Funding Model Based on Services Provided

As CBA currently covers all teaching, and operational costs, and most administrative costs within our budget, we are requesting that the calculating ADMw be increased from 80% to 90% to create a sustainable funding model that aims to compensate teachers in concurrence with those within SSD. This funding adjustment is included as a formal request within this charter amendment.

B. Equal Access to Student Transportation

CBA requests a collaborative effort to establish bus transportation to our school. We believe there are creative solutions that would not impact the bus service for SSD, while providing 50% of our students from Seaside with equal access to the school of their choice. CBA seeks to address transportation access through collaborative discussion as part of this amendment request.

C. Collaborative Approach for ELL Curriculum and Training

CBA is seeking a more collaborative approach to the implementation of its curriculum changes and training for new curriculum with a good faith effort to establish clear expectations and provide reasonable support to meet them. Recent changes in curriculum by SSD without notification to CBA has limited our ability to stay current with the district standards. This request is intended to support alignment with district standards and is included within the scope of the proposed charter amendment.

D. Collaborative Special Education Approach

CBA is seeking a truly collaborative partnership with SSD in serving IEP students. We would request good-faith discussions and communication around the provision of special education services for eligible students. Parents of special education students report only being able to attend Pacific Ridge to have their IEP implemented. CBA seeks to formalize a collaborative service model through this amendment to better serve students with disabilities.

Summary and Request for Approval

The Cannon Beach Academy respectfully requests that the Seaside School District Board of Directors approve a charter amendment to:

1. Expand the grade configuration from Kindergarten through fifth grade (K-5) to Kindergarten through eighth grade (K-8) through a phased implementation beginning with Grade 6 in the 2026-27 school year.
2. Update the charter's educational program description to reflect CBA's transition from a

Direct Instruction model to a technology-enhanced, differentiated instructional approach.

3. Recognize program enhancements that support whole-child development, including daily physical activity, environmental education, and arts integration.

4. Affirm CBA's continued commitment to equity and inclusive practices that support diverse learners and historically underserved students.

5. Adjust the ADMw allocation from 80% to 90%, reflecting the services provided by CBA and supporting a sustainable funding model aligned with SSD compensation structures.

No

6. Engage in collaborative discussions between SSD and CBA regarding student transportation, ELL curriculum alignment and training, and the provision of special education services.

In reaffirming its charter with the Seaside School District, CBA continues to advance the purposes of Oregon's Charter School Law—to foster innovative teaching, strengthen accountability for results, and broaden learning choices for Oregon families. By updating its program description, CBA will continue to exemplify the intent of ORS 338.015 and the Oregon Department of Education's charter mission: to develop creative, student-centered public schools that demonstrate measurable success in academic achievement, equity, and community engagement.

Respectfully submitted,

MaryEllen Rogozinski

Phillip Vincent

Cannon Beach Academy
Charter School Executive Director
Date: 2/25/2026

Cannon Beach Academy
Charter School Board President
Date: 2/25/2026