



# Corvallis

SCHOOL DISTRICT

## NOTICE

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

<b>Date &amp; Time</b>	<b>Meeting Type</b>	<b>Location</b>	<b>Agenda</b>
Monday, May 5, 2014 6:30 PM	Regular	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

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

**If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZl9kySBjVQ?> A recording of the meeting will also be posted to that channel.**

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

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



# Corvallis

SCHOOL DISTRICT

Monday, May 5, 2014  
6:30 PM

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

Meeting Details: Monday, May 5, 2014, 6:30 PM in the District Office Board Room,  
1555 SW 35th Street, Corvallis, OR 97333.

*If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBjVQ?> A recording of the meeting will also be posted to that channel.*

- I. CALL TO ORDER AND ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. COMMITTEE/BOARD MEMBER ITEMS
- IV. STUDENT REPRESENTATIVE REPORTS
  - IV.A. Certificates of Appreciation for Student Representatives
- V. SUPERINTENDENT'S REPORT
- VI. PUBLIC AND STAFF TESTIMONY (20 minutes)

**NOTE:** To indicate your desire to testify, complete a request card at the meeting and turn it in to the Board Secretary **before** the meeting begins. See attached guidelines for providing input to the School Board.

# Corvallis School District 509J

## How to Provide Input to the School Board

Effective 02-19-14

The Corvallis School Board values the opinions and input of community patrons. As such, the purpose of this document is to provide general guidelines about how to make the most of your time when communicating with the School Board. The public may offer public testimony during certain School Board meetings or correspond in writing via email or U.S. mail, as outlined below.

### I. Public Testimony

Members of the public have the opportunity to share their ideas and opinions with the Board during the agenda item labeled *Public Testimony*. These opportunities are offered only at certain School Board meetings.

#### **To request the opportunity to offer public testimony**

- A. Complete a *Request to Address the Board* card, which can be found on a table at or outside the entrance of the meeting room.
- B. Complete all requested information. The Board Secretary will notify you if any information has been omitted or is unclear.
- C. Be specific regarding the topic about which you wish to speak. The Board Secretary will contact you if the topic is unclear or too general.
- D. Give the completed Request to Address the Board card to the Board Secretary at the head table **before** the meeting begins.
- E. Failing to fully and clearly complete the card and/or to submit it to the Board Secretary before the meeting begins may affect your opportunity to testify at the meeting.

#### **Rules for Public Testimony**

1. If you're called to testify:
  - Proceed to the podium in front of the Board.
  - Only one person at a time will be allowed at the podium, with exceptions at the board chair's discretion.
  - State your name and address, and the topic you will address before you begin.
    - These are a matter of public record and will not count against your time.
    - Exception: Current students may omit their address but should state the school they attend.
2. Direct your comments to the Board. The Board Chair will refer any questions or requests for action to the proper person for a response at a later date.
3. Keep your comments to the specified time allotted.
  - You will be signaled when you have 30 seconds remaining.
  - You will be signaled when your time is up.
4. If others have testified before you about the same issue, please state that fact and either decline to testify or limit your comments to points not already stated.

# Corvallis School District

## How to Provide Input to the School Board

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5. If a group wishes to speak:
  - Please designate one spokesperson for the group; that person will stand at the podium.
  - In order to maintain the meeting schedule, repetitious comments will not be permitted.
6. Speakers may offer objective criticism of district operations and programs but the Board will not hear complaints concerning individual district personnel.
  - Any such complaints must be handled following the steps outlined in policy KL and administrative regulation KL-AR, copies of which are available during meetings at which public testimony is allowed, or online at <http://policy.osba.org/corvall/KL/index.asp>.
  - Complaints regarding budget, programs, or other district issues also should be handled by first following the steps outlined in policy KL.
7. Undue interruption or other interference with the orderly conduct of Board business cannot be allowed.
  - Defamatory or abusive remarks are always out of order.
  - The board chair may terminate the speaker's privilege of address if, after being called to order, the speaker persists in improper conduct or remarks.

### **Important information**

- A. The board secretary will sort the *Request to Address the Board* cards that are complete and were received before the meeting begins into sets by topic, then will shuffle each set and place them face down at her place.
- B. When it is time for public testimony, the board secretary will draw one card from each set, in turn, and announce the name of the person who will be called up to testify.
- C. If you are called upon to testify, you will be allowed only a small amount of time to do so; usually three minutes are granted, but it could be less at the discretion of the board chair.
- D. If more testimony requests are submitted than can be accommodated during the allotted time on the board's agenda, you might not be called upon to provide your testimony. In that case, please refer to section II – Written Correspondence, should you wish to provide your comments in written form.
- E. When you testify, your name, address and testimony are matters of public record, except for student addresses.
- F. Although it is not required, you may wish to prepare a written outline for your comments or to write out your testimony in its entirety.

## Corvallis School District

### How to Provide Input to the School Board

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- G. Although providing a written copy of your testimony is not required, should you wish to provide it:
- Please include your name, address and telephone number on the document.
  - You may either provide the board secretary with one copy of your written testimony to distribute at a later date, or you may bring 13 copies to the meeting for the board secretary to distribute to those at the head table.
    - One copy will be filed as part of the official board record.
  - The same holds true for any handouts you wish the board to receive.
- H. If you wish to submit a letter or any form of written comments:
- Copies will be provided to all board members and key staff members.
  - The document will be kept in the district office as part of the official board record.
  - Letters, emails and other written materials are considered public record.

## II. Written Correspondence

Letters, emails and other written materials submitted to the Board are considered public record. In lieu of public testimony, you may send a letter via U.S. mail to: Corvallis School Board, Attn: Julie Catala, P.O. Box 3509J, Corvallis, OR 97339. Also, you may send an email to: [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us). This will send your e-mail to all board members at one time. Others who will receive emails sent to this address: superintendent, assistant superintendent/student services director, human resources director, finance and operations director, and executive assistant to the superintendent and board of directors.

## III. Telephone Communication

Citizens also may contact board members by telephone:

Judy Ball	541-758-1671 or 240-997-1222
Lisa Corrigan	541-758-7442
Bill Kemper	541-754-0943 or 541-740-0728
Chris Rochester	541-224-1880
Vincent Adams	541-738-4324 or 541-240-4055
Tom Sauret	541-758-2244
Anne Schuster	541-752-1060 or 541-207-8021



**Corvallis**  
SCHOOL DISTRICT

VII. MUDDY CREEK CHARTER SCHOOL CONTRACT

**BOARD MEETING DATE: May 5, 2014**

**SUBJECT: Muddy Creek Charter School Contract Changes**

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**BACKGROUND INFORMATION:**

1. **Article 2. Removes language included as part of the original that is no longer needed.**

~~2.1—By September 1, 2014 the Corporation shall provide proof to the District that the Corporation has entered into an agreement to purchase, lease, rent, or otherwise secure a facility for the Charter School to operate within the district boundaries.~~

2. **Article 3. Agreed to the state minimum contract extension of 5 years. (ORS 338.065(3)(c))**

Effective Date. As soon as all conditions precedent in Section 2.1 through 2.4 are met, this Contract shall commence; the expiration date of the ~~initial~~ contract shall be June 30, 2019.

3. **Article 5.2 Expands the population cap to 110 full-time equivalent students. Last year the board agreed to an MOU granting this extension for the remainder of the contract. To receive the remote small school funds from the state, the school population cannot exceed 140 students. MCCS is not interested in expanding beyond 5<sup>th</sup> grade, therefore the remaining language in this section is being removed.**

5.2 Student Population Cap. The total number of full-time students enrolled at the Charter School while it serves K-5 shall be no greater than 110 students. At no time during the term of this contract shall the Charter School's student population exceed 110 full-time equivalent students without written approval from the district. ~~If any additional grades above the fifth grade level are added to the Charter School the Charter School's student population will not exceed 110 full time full-time equivalent students.~~

4. **Article 5.4 Removed language no longer applicable.**

5.4 Student Assessment. All students enrolled and attending the Charter School shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485. ~~as well as any assessment developed by the Oregon Department of Education, the United States Department of Education, or the Oregon Legislature to implement the Federal No Child Left Behind (NCLB) assessment requirements. If any of these assessments are discontinued, the parties shall mutually agree on the assessment tool to be used by the Charter School's students.~~

**5. Article 5.7.5 Adjust special education enrollment language to align with state and federal laws and policies.**

**5.7.5 Special Education Students**

(a) The Charter School registration form will ask if the applicant has an Individualized Education Program ("IEP") under the Individual with Disabilities Education Act ("IDEA"). For any prospective student with an IEP, the Charter School will notify the District's Special Education Coordinator as soon as possible, and a representative from the Charter School will attend the IEP team meeting after the student's application is accepted and enrolls in the Charter School, at which the team will determine whether or not the Charter School is the appropriate placement for the student. ~~If the IEP team cannot meet before the Charter School holds its enrollment lottery under Section 5.7, then students with an IEP will be included in the lottery as if the placement had been approved.~~ Any student with an IEP whose application is accepted will be enrolled; the acceptance and enrollment will become final when the IEP team has determined that the Charter School is the appropriate placement.

(c) For a special education student who is not a resident of the District, ~~ORS 338.165 shall apply, and the Charter School and the resident school district of such student shall enter into a written agreement for the provision of special education services to the student.~~ 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.

**6. Article 5.8.7 Removed language. Changes to charter school law make students enrolled at a charter school resident students. The resident district is not responsible for any costs associated with the education or transportation of the student.**

~~**5.8.7**—For a nonresident Charter School student eligible under IDEA, the Charter School and the resident district may enter into a written agreement for the provision of special education services to the student. The District is not responsible for these services or the costs thereof, and the parties acknowledge that the student's resident district is responsible for these services and any costs related to them.~~

**7. Article 5.14 Adds language to allow the use of online program to supplement learning and removes the requirement of district approval for placements in supplemental programs.**

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

**8. Article 8.6 Removes AYP language and replaces it with current state measures.**

**8.6** In addition to assuring that students participating in the statewide assessments achieve at or above students in the same grade level as District students as outlined above, the Charter School shall also pursue Annual Measurable Objectives (AMO) ~~Adequate Yearly Progress (AYP)~~ as established by the state of Oregon under Common Core State Standards (CCSB) of 2013 and as measured by participation rates and scores on the Oregon Statewide Assessments, attendance and other criteria used by the state to determine AMO for all public schools. The Charter School shall be subject to applicable federal and state sanctions for any failure to make AMO targets ~~AYP~~ and shall review and update its School Improvement Plan as described in Section 6.

**8.7** Each subgroup identified in CCSS will make AMO ~~AYP~~, as established above and measured by the Oregon Statewide Assessments.

**9. Article 9.2.2 (c)(iv) Adds NEW language for the remote small school payment to the Charter school.**

(iv) A school may qualify as a remote small elementary school if the average daily membership is grades one through eight for an elementary school teaching five grades is below 140 ADMa. If an elementary school in a school district qualifies as a remote small elementary school, the district shall have an additional amount added to the districts ADMw. This additional amount will 9.2.2iv) also be funded at 80%.

**10. Article 9.3.3 Changes from required bi-monthly financial reporting to quarterly.**

**11. Article 11.1.3 Establishes the minimum size of the Board as five members and timelines for filling vacant seats.**

**11.1 Corporate Status, Governing Board.**

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

**12. Changes the annual report from June to October 1<sup>st</sup>.**

**13. Article 12.2 Supports M CCS professional development by providing quarterly notices of any planned professional development offered in the district.**

**12.2 Highly Qualified Staff. All teachers and paraprofessionals employed by the Charter School who are licensed or registered with TSPC shall also comply with OAR**

**584-100-00910 or 548-100-00965, as applicable. The District shall support Charter School staff development by notifying Charter School staff quarterly of planned professional development and safety training opportunities. The Charter School is responsible for any additional costs that may be required for participation.**

**ACTION REQUESTED: Approve the revised charter contract.**

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**CONTACT PERSONS:** Kevin Bogatin, Assistant Superintendent  
Steve Nielsen, Finance and Operations Director

# **CHARTER SCHOOL CONTRACT**



**CORVALLIS SCHOOL DISTRICT 509J**

**AND**

**INVALE COMMUNITY PARTNERS  
INCORPORATED  
DBA**

**MUDDY CREEK CHARTER SCHOOL**



**July 1, 2014—June 30, 2019**

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# CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 5<sup>th</sup> day of May, 2014, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** (“District”) and **INVALE COMMUNITY PARTNERS INCORPORATED dba MUDDY CREEK CHARTER SCHOOL (MCCS)**, an Oregon nonprofit corporation (“Corporation” or “Charter School”).

## RECITALS

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

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

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

WHEREAS, the District held a public hearing on the renewal of the Charter School on January 13, 2014; and

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

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

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

## AGREEMENT

1. **Grant of the Charter**. The Corporation is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate the Charter School as described herein.
2. **Conditions Precedent to Operation of Charter School**. In order for the Corporation to operate the Charter School during the school years 2014-2019 the following conditions shall be met:
  - 2.1 Before the first day of classes for students the Corporation shall secure a building to operate within the district boundaries and obtain the appropriate and necessary occupancy and safety permits for the facility and deliver proof of these permits to the District.
  - 2.2 By the date set forth in Section 2.1 the Corporation shall secure insurance in accordance with Section 13.1 and deliver proof of that insurance to the District.

- 2.3 By the date set forth in Section 2.1 the Corporation shall prepare and deliver to the District a revised 2014-2015 budget, which accounts for the costs associated with the facility and required insurance policies and demonstrates financial stability using the most current State School Fund Grant estimate and enrollment projections.
- 2.4 By the date set forth in Section 2.1 the Corporation shall provide to the District evidence of compliance with Section 12.1 on Staff Qualifications.
3. **Effective Date.** As soon as all conditions precedent in Section 2.1 through 2.4 are met, this Contract shall commence; the expiration date of the initial term shall be June 30, 2019.
4. **Renewal.** During the fifth year of the term of this contract, the Charter School may request a renewal of the charter for a minimum of five years and no more than ten years (ORS 338.065(4)(c)). The request for a renewal may be submitted to the District at any time after October 1, 2018. The request will state the requested length of the renewal term.
5. **Grade Range, Educational Program, Curriculum, and Student Assessment.**
- 5.1 **Age and Grade Range.** The Charter School may provide instruction to students in grades K through five (5). The age requirements for students in any grade shall be the same as applicable state law, if any.
- 5.2 **Student Population Cap.** The total number of full-time students enrolled at the Charter School while it serves K-5 shall be no greater than 110 students. At no time during the term of this contract shall the Charter School's student population exceed 110 full-time equivalent students without written approval from the district.
- 5.3 **Curriculum.**
- 5.3.1 The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of the Charter School's instructional programs outlined in its application, and as amended herein. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, unless the law is inapplicable to charter schools.
- 5.3.2 The educational program, pupil performance standards and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards. The Charter School agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- 5.3.3 The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as basic changes, other than minor changes, to the core curriculum or the academic focus of the Charter School.

- 5.4 Student Assessment.** All students enrolled and attending the Charter School shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485.
- 5.5 Records.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention, disclosure and security of student records, including, without limitation, the Oregon Public Records Law and the Family Educational Rights and Privacy Act. The Charter School shall cooperate with the District by providing any reports or records to the District that the parties mutually agree are necessary to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. The District shall provide the Charter School with a list of records and information it believes are required for the District to meet its state reporting requirements, and the parties will agree on the scope and form of such records and information and when to provide it. The Charter School will work with the District to meet the District's requirements, and the Charter School recognizes that it has the responsibility for the input of such data into District or state computer systems, subject to termination for noncompliance as provided in Section 11.6. All records established and maintained in accordance with this Contract shall be open to inspection by the District. The District shall be responsible for training staff in use of District systems and for costs of using District-specified special software for such record keeping.
- 5.6 Nonreligious and Nondiscrimination.** In compliance with ORS 338.035(8), the Charter School shall not be affiliated with a nonpublic sectarian school or a religious institution. In compliance with ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. In compliance with ORS 338.115(1)(s) and ORS 659.850, no person of the Charter School shall be subjected to discrimination on the basis of age, citizenship, color, disability, national origin, race, parental or marital status, religion, sex, or sexual orientation. In compliance with ORS 338.125(2)(c), the Charter School shall not limit student admission based on ethnicity, national origin, disability, gender, income level, proficiency in the English language, or athletic ability, but the Charter School may limit admission to students within a given age group or grade level.
- 5.7 Open Enrollment.**
- 5.7.1 Voluntary Enrollment, Who is Eligible.** Student enrollment in the Charter School will be voluntary. All students who meet age requirements applicable to a particular grade level will be eligible for enrollment subject to the requirement that the Corporation shall give preference to the students who are a resident in the District. Other than the age of a student and the preferences allowed by law, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students will be governed as described in Section 5.7.5.

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

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

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

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

**5.7.5 Special Education Students.**

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

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

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

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

- 5.8.1** The Charter School shall comply with all District policies regarding discipline of special education students.
- 5.8.2** The Individual Education Plan/Program (IEP) team is determined by federal law. The parties expect that the Charter School will have at least one certified classroom teacher serve on the IEP team for Charter School students.
- 5.8.3** The student’s IEP team will determine the appropriate educational program and placement for the student. The Charter School shall abide by the IEP team’s decision on program and placement.
- 5.8.4** For those services that the IEP team, the District and the Charter School mutually agree would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either inclusion or “pull-out” service delivery. The Charter School will see to it that its staff has received special training when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team, and the Charter School.
- 5.8.5** The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Charter School special education students shall be retained by the District, if the student is a resident of the District. To illustrate, if the District's General Purpose Grant were \$5,000 per ADMw, the District would receive 2.0 times that amount, or \$10,000, for each special education student under the current formula; the amount payable to the Charter School for each special education student (using the 80 percent formula under Section 9.2.2(b)) would be \$4,000; the District would retain the remainder of \$6,000.
- 5.8.6** The District has the discretion to determine which specialized programs will be offered on site at the Charter School site.

**5.8.7** The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of the Charter School. The Charter School shall not change the student's placement or IEP without IEP team approval.

**5.8.8** Special education transportation will only be provided to a Charter School special education student if it is a related service on the Charter School student's IEP.

**5.8.9** The Charter School shall provide substitutes for the Charter School staff who are required by law to attend IEP meetings or other meetings related to a Charter School special education student during the instructional day at the Charter School expense.

**5.8.10** If, after a student is enrolled and attending the Charter School, the staff and employees of the Charter School suspect a student may be eligible for special education and related services under IDEA, the Charter School shall comply with the District practices and policies for referral of the student for evaluation. Specifically, the Charter School shall notify the student's resident district and shall cooperate with the District if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for evaluation shall remain enrolled at the Charter School until an IEP team determines that the Charter School is not the appropriate placement for that student.

**5.9** **Minimum Enrollment.** The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract if student enrollment in the Charter School falls under 25 students during any school year, as provided in Board Policy LBE-AR Section V.F., by application of the termination process. For purposes of this Contract full-time student means a student who is receiving more than one-half of his or her instructional program at the Charter School.

**5.10** **Dual Enrollment.** The Charter School shall not permit a Charter School student to attend on a full-time or part-time basis, both the Charter School and another public school, another public Charter School, or non-public school, or enroll as a home-schooled student, without prior approval of the District. If the Charter School becomes aware that any student at the Charter School is enrolled and attending another public school, another public Charter School, a non-public school on such a full-time basis or part-time basis, or is enrolled as a home-schooled student, the Charter School will notify the District and will request that the parent of such student take appropriate action to change the student's enrollment and attendance to one school.

**5.11** **Student Attendance, Conduct, and Discipline.** The Charter School shall maintain on a monthly basis accurate enrollment data and daily records of student attendance and shall utilize the District computer program, provided by the District, for this purpose. (Refer to Section 9.2 of this Contract for detail.) The Charter School shall implement a system of uniform student discipline consistent with the application and shall notify its students of the students' rights and responsibilities as provided in the application. The Charter School Board may amend its policies from time to time as provided in Section 11.3. The Charter

School shall notify the District immediately upon the Charter School's determination to expel a student. The Charter School and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

**5.12 Student Welfare and Safety.**

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

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

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

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

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

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

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

**5.15 Transportation of Students.**

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

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

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

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

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

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

**8. Evaluation of Student Performance.**

**8.1** The Charter School shall ensure that its students participating in the statewide assessments achieve at or above students in the same grade level as District students participating in the statewide assessment. (For example, if 80 percent of the District's third grade students meet standards on mathematics, 80 percent or more of the Charter School's third grade students would need to meet standards in mathematics.)

**8.2** If students of the Charter School do not meet or exceed the student achievement standards of students in the same grade level as District students or do not meet Annual Measurable Objectives (AMO), an evaluation of the factors contributing to these results will be undertaken by the District and Charter School personnel with expertise in teaching, learning, assessment, and evaluation to determine the likely causative factors. This determination will utilize principles of evaluation including a review of whether differences between grade level comparison groups as described in Section 8.1 are statistically significant. Should the determination related to grade level comparisons defined in Section 8.1 find that it is likely the factors contributing to the differences are not attributable to teaching and/or curricular programs, no further action will be taken. However, should it be found that the difference in grade level comparisons is likely based on instructional and/or curricular program issues or the school did not meet AMO then the District and the Charter School shall review and update its School Improvement Plan,

required under Section 6 of this Charter School Contract, to address the issues interfering with students achieving at a rate commensurate with other district students in comparable grades and/or failing to meet AMO. The District shall review and provide input to Charter School on its revised School Improvement Plan to be implemented to ensure student achievement standards of the Charter School students meet or exceed student achievement standards of students in the same grade level as District students on the following year's statewide assessments and/or meeting AMO.

- 8.3 If students of the Charter School do not meet or exceed the achievement standards of students in the same grade level as District students on the following statewide assessment or do not meet AMO for two consecutive years the District and the Charter School shall jointly revise the School Improvement Plan to address the issues interfering with students meeting benchmarks at a rate commensurate with other district students at the same grade level or meeting AMO. The School Improvement Plan will specifically address teaching to the standards, effective teaching strategies, professional development, and leadership practices to focus on the Charter School students achieving at or above the rate at which students in the same grade level as District students achieve and/or meeting AMO.
- 8.4 The Charter School shall report to the District the Charter School's student scores on any of the statewide assessments within 10 business days of receiving the scores.
- 8.5 The District shall report to the Charter School the same state assessment result information as all District schools with disaggregated data for comparison and goal-setting purposes as soon as possible but not beyond 30 business days of receiving those scores.
- 8.6 In addition to assuring that students participating in the statewide assessments achieve at or above students in the same grade level as District students as outlined above, the Charter School shall also pursue Annual Measurable Objectives (AMO) as established by the state of Oregon under Common Core State Standards (CCSS) of 2013 and as measured by participation rates and scores on the Oregon Statewide Assessments, attendance and other criteria used by the state to determine AMO for all public schools. The Charter School shall be subject to applicable federal and state sanctions for any failure to make AMO targets and shall review and update its School Improvement Plan as described in Section 6.
- 8.7 Each subgroup identified in CCSS will make AMO , as established above and measured by the Oregon Statewide Assessments.

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

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

The Charter School shall waive all fees for students who meet requirements under ORS 339.147 or applicable federal law.

## **9.2 Annual Funding.**

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

### **9.2.2 Calculating ADMw and Funding.**

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

(b) Funding related to Kindergarten through Grade 5 students shall be 80 percent of the amount of the District's General Purpose Grant per ADMw as calculated under ORS 327.013, or the minimum under State law, whichever is greater.

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

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

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

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

(iv) A school may qualify as a remote small elementary school if the average daily membership is grades one through eight for an elementary school teaching five grades is below 140 ADMa. If an elementary school in a school district qualifies as a remote small elementary school, the district shall have an additional amount added to the districts ADMw. This additional amount will also be funded at 80%.

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

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

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

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

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

- 9.2.3 Title I.** The District shall provide to Corporation the appropriate Title I funds, if determined eligible by the District, using the same formula and allocation procedures as it does for District schools, which currently do not include middle and high school students.
- 9.2.4 District Fees.** The District may charge fees to the Corporation to provide administrative and support services that are requested by the Corporation and are in the mutual interest of the District and Corporation on a basis of actual District cost of services. The District shall use the indirect method, of charging the District's grant administration for those grants administered by the District. The Corporation may charge fees to the District to provide administrative and support services that are in the mutual interest of the District and the Corporation as mutually agreed upon on a basis of actual Corporation cost of services. In either case, invoices will offer detail to document the expense and be sent quarterly.
- 9.2.5 Information to District.** The Charter School shall provide to the District the data set forth in Section 9.2 above through the District's Student Information System for each month on or before the 16<sup>th</sup> day of the subsequent month, for each school year. Nothing in this section shall limit the District's right to require additional relevant reports as necessary for the District to meet its duties imposed by law consistent with Section 5.6.
- 9.2.6 State Funding.** The financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur, unless otherwise required by law.

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

**9.3.1** In addition to the Annual Report in Section 11.5, the Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2014. The revised budget should be based on the latest information available for state funding and enrollment for the year.

**9.3.2** On or before March 15 of each year of the charter contract, the Charter School shall submit to the District its proposed budget for the following school year and three-year financial and cash flow projections, so that the District can review them as part of its consideration of the Charter School's financial stability. The Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2014. The revised budget should be based on the most recent ODE estimate for the Corvallis School District and enrollment projections for the year. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Contract.

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

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

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

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

**9.6 Financial Records, Audits, and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School will maintain a system of internal controls and procedures designed to promote compliance with accounting standards and applicable laws and regulations. In accordance with ORS 338.095(3), in each year of the charter

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

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

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

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

**11. Governance and Operation.**

**11.1 Corporate Status, Governing Board.**

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

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

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

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

**11.2** **Public Meetings and Public Records.** The Charter School and its Board of Directors, when acting as the Governing Body of the Charter School, will be subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690, and Oregon Public Records Law, ORS 192.410 to 192.505.

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

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

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

**11.5.1** The Charter School will submit an annual report by October 1<sup>st</sup> to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students. This report will include

information necessary to make a determination of compliance with the requirements of ORS Chapter 338, including the following:

- (a) Summary data on the progress toward meeting its academic goals and objectives, such as the assessment information described in Section 5.4.
- (b) Attendance and student discipline information.
- (c) Parental involvement and surveys results relating to student and parental satisfaction.
- (d) The audit required under Section 9.6.
- (e) Evidence of insurance policies that are required under Section 13.1.
- (f) Evidence of compliance with Section 12.1 on Staff Qualifications.
- (g) New policies adopted by the Charter School Board that have not previously been given to the District.

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

## **11.6 Termination.**

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

- (a) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education.
- (b) Failure to meet the requirements for student performance as outlined in the charter agreement.
- (c) Failure to correct a violation of federal or State law.
- (d) Failure to maintain insurance.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain the health and safety of the students.

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

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

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

- (a) The District shall give the public Charter School a 60-day written notification of its decision.
- (b) The District shall state the grounds for termination and deliver notification to the business office of the public Charter School.
- (c) The public Charter School may request a hearing by the District. The request must be made in writing and delivered to the business address of the sponsor.
- (d) Within 30 days of receiving the request for a hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the proposed termination;
- (e) The public Charter School may appeal the decision to terminate to the State Board of Education.
- (f) If the sponsor reasonably believes that a public Charter School is endangering the health or safety of the students enrolled in the public Charter School, the sponsor may act to immediately terminate the approved charter and close the public Charter School without providing the notice requirements.
- (g) A public Charter School closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the sponsor. Within ten days of receiving the request for a hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the termination.
- (h) Throughout the appeals process the public Charter School shall remain closed at the discretion of the District.
- (i) If terminated or dissolved, assets of the public Charter School purchased by the public Charter School with public funds, shall be given to the State Board of Education.

**11.6.4** If the public Charter School is terminated, closed, or dissolved by the governing body of the public Charter School, it shall be done only at the end of a semester and with 180 days' notice to the District, unless the health and safety of the

students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

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

## **12. Employment Matters.**

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

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

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

### **12.4 Staff Hiring.**

**12.4.1** The Corporation's governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Corporation will be responsible for providing substitutes for all Charter School teachers.

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

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

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

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

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

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

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

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

(c) Health benefits

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

(e) Work year.

(f) Working hours.

(g) Discipline and dismissal procedures.

(h) Arrangements to secure substitutes.

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

(j) Hiring practices.

(k) Evaluation procedures.

### **13. Insurance and Legal Liabilities.**

#### **13.1 Insurance.**

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

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

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

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

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

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

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

**13.1.2 Additional requirements:**

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

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

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

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

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

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

(a) Federal law;

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

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

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

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

- (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- (g) ORS 326.565, 326.575 and 326.580 (student records);
- (h) ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks);
- (i) ORS 329.045 (academic content standards and instruction);
- (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
- (k) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2);
- (L) ORS 337.150 (textbooks);
- (m) ORS 339.119 (consideration for educational services);
- (n) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (o) ORS 339.250 (12) (prohibition on infliction of corporal punishment);
- (p) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- (q) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);
- (r) ORS chapter 657 (Employment Department Law);
- (s) ORS 659.850, 659.855 and 659.860 (discrimination);
- (t) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (u) Statutes and rules that expressly apply to public charter schools;
- (v) 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;
- (w) Health and safety statutes and rules;
- (x) Any statute or rule that is listed in the charter;
- (y) ORS 336.840 (use of personal electronic devices); and

- 13.3 Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.
- 13.4 School and District Policies.** The Corporation and Charter School shall comply with District Board Policy LBE, as amended January 10, 2011 and corresponding administrative rule LBE-AR, as amended April 2, 2012 and shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School and may amend its policies from time to time. The Charter School shall make such policies and amendments available for review at the District's request.
- 13.5 Full Faith and Credit.** The Corporation agrees that it shall not extend the full faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Corporation's governing board has the authority to approve contracts to which the Corporation is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and provisions of this Contract.
- 13.6 Indemnification.**

**13.6.1** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Charter School agrees to indemnify and hold the District, its Board, agents, and employees harmless from all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy, or use by the Charter School of property of the Charter School or its landlord, its faculty, employees, students, patrons, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the acts or omissions of the Charter School. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, or employee. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act of any District employee working at the Charter School whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. The Charter School agrees to indemnify, hold harmless and defend the District from all contract claims in which the Charter School has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

**13.6.2** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the Charter School, its Board, agents and employees harmless from all liability, claims, or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal

injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the District's administration of this Contract. This indemnification shall not apply to any liability, claims, or demand resulting from the negligence or wrongful act or omission or any Charter School Board member, officer or employee. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act of any District employee working at the Charter School whose negligent or wrongful act or omission is caused in whole or in part, or directed by the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

**13.6.3** This indemnification, defense and hold harmless obligation on behalf of the Charter School and the District shall survive the termination of this Contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

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

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

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

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

**13.8** **ADA/504 Obligations.** The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659 with respect to its students, staff, and patrons. The Charter School shall indemnify and hold harmless the District from all claims under these statutes.

#### **14. Miscellaneous Provisions.**

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

- 14.2 Governing Law.** This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.
- 14.3 Assignment.** The Charter School shall not assign its interest in this Contract to any entity.
- 14.4 District Liaison.** The District shall designate for purposes of this Contract the District Superintendent, or his/her designee, as the official District Liaison between the District and the Corporation.
- 14.5 Amendment.** This Contract may be modified or amended only by written agreement between the Corporation and the District.
- 14.6 Notice.** Any notice required, or permitted, under this Contract, shall be in writing and shall be effective (a) upon personal delivery (subject to verification of service or acknowledgment of receipt) or (b) three days after mailing when sent by certified mail, postage prepaid, (c) to the person and address designated on the signature page of this Contract for receipt of notices, or (d) courier service with a signed receipt. Should these addresses change, the parties agree to notify the other party within ten days of the address change.
- 14.7 No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or to be taken to constitute a waiver of any succeeding or other breach.
- 14.8 Dispute Resolution.** In the event any dispute arises between the District and the Corporation concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the District Liaison for review. If the District and the Corporation are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the District's Board shall be final and binding on the parties; provided, however, the Corporation may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338 and seek review of the state Board of Education decision, as provided by law. In addition to the foregoing, either party may seek remedy for breach of this contract or review of a District Board decision relating to this contract in any appropriate forum. Nothing in this contract is intended to create a cause of action that is not otherwise provided by law.
- 14.9 Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Contract.
- 14.10 Delegation.** The parties agree and acknowledge that with regard to this Contract between the District and the Corporation, the functions and powers of the District Board may be

exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal, or revocation of this Contract is made only by the District Board.

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

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

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

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

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

**CORVALLIS SCHOOL DISTRICT 509J**

By \_\_\_\_\_ Date  
Tom Sauret, Board Chair  
Corvallis School District 509J  
1555 SW 35<sup>th</sup> Street  
Corvallis, OR 97333

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

By \_\_\_\_\_ Date  
Erik Swartzendruber, President  
Inavale Community Partners  
30252 Bellfountain Road  
Corvallis, OR 97333

## Charter School Performance Report

<b>Academic Performance</b>		
<b>Oregon School Rating System</b>		
<b>1a</b>	Is the school meeting acceptable standards according to the Oregon state school rating system?	<b>NR</b>
<b>1b</b>	Is the school meeting state designation expectations as set forth by the state and federal accountability system?	<b>NR</b>
<b>Student Academic Growth</b>		
<b>2a</b>	Are students making expected annual academic growth in READING compared to their academic peers? (Combined Median Growth Percentile)	<b>NR</b>
<b>2b</b>	Are students on track toward making expected annual academic growth to move up to standard within three years or maintain standard in READING for the next three years?	<b>NR</b>
<b>2c</b>	Are students making expected annual academic growth in MATHEMATICS compared to their academic peers? (Combined Median Growth Percentile)	<b>NR</b>
<b>2d</b>	Are students on track toward making expected annual academic growth to move up to standard within three years or maintain standard in MATHEMATICS for the next three years?	<b>NR</b>
<b>Subgroup Growth</b>		
<b>3a</b>	Is the school increasing academic performance over time for Economically Disadvantaged students? (Combined Median Growth Percentile)	<b>NR</b>
<b>3b</b>	Is the school increasing academic performance over time for English Learner students? (Combined Median Growth Percentile)	<b>NR</b>
<b>3c</b>	Is the school increasing academic performance over time for Students with Disabilities? (Combined Median Growth Percentile)	<b>NR</b>
<b>3d</b>	Is the school increasing academic performance over time for students of Underserved Races/ Ethnicities? (Combined Median Growth Percentile)	<b>NR</b>
<b>Student Academic Status</b>		
<b>4a</b>	Are students achieving proficiency in READING on state assessments?	<b>NR</b>
<b>4b</b>	Are students achieving proficiency in MATHEMATICS on state assessments?	<b>NR</b>
<b>4c</b>	Are students achieving proficiency in SCIENCE on state assessments?	<b>NR</b>

## Charter School Performance Report

<b>Subgroup Student Academic Status</b>		
<b>5a</b>	Are Economically Disadvantaged students achieving on state assessments in READING compared to the Economically Disadvantaged students in the state?	<b>NR</b>
<b>5b</b>	Are Economically Disadvantaged students achieving on state assessments in MATHEMATICS compared to the Economically Disadvantaged students in the state?	<b>NR</b>
<b>5c</b>	Are English Learners achieving on state assessments in READING compared to the English Learners in the state?	<b>NR</b>
<b>5d</b>	Are English Learners achieving on state assessments in MATHEMATICS compared to the English Learners in the state?	<b>NR</b>
<b>5e</b>	Are Students with Disabilities achieving on state assessments in READING compared to the Students with Disabilities in the state?	<b>NR</b>
<b>5f</b>	Are Students with Disabilities achieving on state assessments in MATHEMATICS compared to the Students with Disabilities in the state?	<b>NR</b>
<b>5g</b>	Are students of Underserved Races/Ethnicities achieving on state assessments in READING compared to the students of Underserved Races/Ethnicities in the state?	<b>NR</b>
<b>5h</b>	Are students of Underserved Races/Ethnicities achieving on state assessments in MATHEMATICS compared to the students of Underserved Races/Ethnicities in the state?	<b>NR</b>
<b>Student Academic Comparisons</b>		
<b>6a</b>	Are students performing well on state assessments in comparisons to students at comparison schools?	<b>NR</b>
<b>6b</b>	Are students performing well on state assessments in comparisons to students at schools they might otherwise attend?	<b>NR</b>
<b>Mission-Specific</b>		
<b>7a</b>	Is the school meeting mission-specific academic goals?	<b>NR</b>
<b>7b</b>	Is the school meeting mission-specific academic goals?	<b>NR</b>
<b>7c</b>	Is the school meeting mission-specific academic goals?	<b>NR</b>
<b>Oregon State School Rating</b>		
<b>1-5</b>	Overall School Rating as indicated on the Oregon School Report Card	
<b>Overall Student Academic Performance</b>		
	<b>Average performance for all state accountability academic performance indicators</b>	<b>#DIV/0!</b>
	<b>Average performance for all mission-specific academic performance indicators</b>	<b>#DIV/0!</b>

**Charter School Performance Report**

<b>Organizational Performance</b>		
<b>Education Program</b>		
<b>1a</b>	Is the school implementing the material terms of the education program as defined in the current charter contract?	<b>M</b>
<b>1b</b>	Is the school complying with applicable education requirements?	<b>M</b>
<b>1c</b>	Is the school protecting the rights of students with disabilities?	<b>M</b>
<b>1d</b>	Is the school protecting the rights of English Language Learner (ELL) Students?	<b>M</b>
<b>Financial Management and Oversight</b>		
<b>2a</b>	Is the school meeting financial reporting and compliance requirements?	<b>M</b>
<b>2b</b>	Is the school following Generally Accepted Accounting Principles (GAAP)?	<b>M</b>
<b>Governance and Reporting</b>		
<b>3a</b>	Is the school complying with governance requirements?	<b>M</b>
<b>3b</b>	Is the school holding management accountable?	<b>M</b>
<b>3c</b>	Is the school complying with reporting requirements?	<b>M</b>
<b>Students and Employees</b>		
<b>4a</b>	Is the school protecting the rights of all students?	<b>M</b>
<b>4b</b>	Is the school meeting attendance and enrollment goals?	<b>M</b>
<b>4c</b>	Is the school meeting teacher and administrator qualification requirements?	<b>M</b>
<b>4d</b>	Is the school complying with laws regarding employee rights?	<b>M</b>
<b>4e</b>	Is the school completing required background checks?	<b>M</b>
<b>School Environment</b>		
<b>5a</b>	Is the school complying with facilities and transportation requirements?	<b>M</b>
<b>5b</b>	Is the school complying with health and safety requirements?	<b>M</b>
<b>5c</b>	Is the school handling information appropriately?	<b>M</b>
<b>Additional Obligations</b>		
<b>6a</b>	Is the school complying with all other obligations?	<b>M</b>
<b>Overall Organizational Performance</b>		
Average performance for all organizational performance measures		<b>M</b>

## Charter School Performance Report

<b>Financial Performance</b>		
<b>Near-Term Measures</b>		
<b>1a</b>	Current Ratio: Current Assts divided by Current Liabilities	M
<b>1b</b>	Unrestricted Days Cash: Unrestricted Cash divided by ((Total Expenses minus Depreciation Expense) / 365)	M
<b>1c</b>	Enrollment Variance: Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget	M
<b>1d</b>	Default	M
<b>Sustainability Measures</b>		
<b>2a</b>	Total Margin: Net Income divided by Total Revenue Aggregated Total Margin: Total Three-Year Net Income divided by Total Three-Year Revenues	M
<b>2b</b>	Debt to Asset Ratio: Total Liabilities divided by Total Assets	M
<b>2c</b>	Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 total Cash One-Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash	M
<b>2d</b>	Debt Service Coverage Ratio: (Net income + Depreciation + Interest Expense) / (Annual Principal, Interest, and Lease Payments)	M
<b>Overall Financial Performance</b>		
<b>Average performance for all Near-Term Measures</b>		M
<b>Average performance for all Sustainability Measures</b>		M

## Oregon State Rating System

<b>Measure 1a</b>		<b>NR</b>
Is the school meeting acceptable standards according to the Oregon state school rating system?		
<b>E</b>	<i>Exceeds Standard:</i>	School received the highest rating from the state accountability system
<b>M</b>	<i>Meets Standard:</i>	School received a passing rating according to the state accountability system
<b>D</b>	<i>Does Not Meet Standard:</i>	School did not receive a passing rating according to the state accountability system
<b>F</b>	<i>Falls Far Below Standard:</i>	School identified for intervention or considered failing by the state accountability system
<b>Measure 1b</b>		<b>NR</b>
Is the school meeting state designation expectations as set forth by the state and federal accountability system?		
<b>E</b>	<i>Exceeds Standard:</i>	School was identified as a "Model" school
<b>M</b>	<i>Meets Standard:</i>	School does not have a designation
<b>D</b>	<i>Does Not Meet Standard:</i>	School was identified as a "Focus" school
<b>F</b>	<i>Falls Far Below Standard:</i>	School was identified as a "Priority" school

## Student Academic Growth

<b>Measure 2a</b>		<b>NR</b>
Are students making expected annual academic growth in READING compared to their academic peers? (Combined Median Growth Percentile)		
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30
<b>Measure 2b</b>		<b>NR</b>
Are students on track toward making expected annual academic growth to move up to standard within three years or maintain standard in READING for the next three years?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The student growth is on track
<b>D</b>	<i>Does Not Meet Standard:</i>	No - The student growth is not on track
<b>Measure 2c</b>		<b>NR</b>
Are students making expected annual academic growth in MATHEMATICS compared to their academic peers? (Combined Median Growth Percentile)		
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30
<b>Measure 2d</b>		<b>NR</b>
Are students on track toward making expected annual academic growth to move up to standard within three years or maintain standard in MATHEMATICS for the next three years?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The student growth is on track
<b>D</b>	<i>Does Not Meet Standard:</i>	No - The student growth is not on track

## Subgroup Growth

<b>Measure 3a</b>			<b>NR</b>
Is the school increasing academic performance over time for Economically Disadvantaged students? (Combined Median Growth Percentile)			
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more	
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5	
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5	
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30	
<b>Measure 3b</b>			<b>NR</b>
Is the school increasing academic performance over time for English Learner students? (Combined Median Growth Percentile)			
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more	
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5	
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5	
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30	
<b>Measure 3c</b>			<b>NR</b>
Is the school increasing academic performance over time for Students with Disabilities? (Combined Median Growth Percentile)			
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more	
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5	
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5	
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30	
<b>Measure 3d</b>			<b>NR</b>
Is the school increasing academic performance over time for students of Underserved Races/Ethnicities? (Combined Median Growth Percentile)			
<b>E</b>	<i>Exceeds Standard:</i>	A combined median growth percentile of 60 or more	
<b>M</b>	<i>Meets Standard:</i>	A combined median growth percentile between 35-59.5	
<b>D</b>	<i>Does Not Meet Standard:</i>	A combined median growth percentile between 30-34.5	
<b>F</b>	<i>Falls Far Below Standard:</i>	A combined median growth percentile lower than 30	

## Student Academic Status

<b>Measure 4a</b>			<b>NR</b>
Are students achieving proficiency in <b>READING</b> on state assessments?			
<b>E</b>	<i>Exceeds Standard:</i>	90% or more of students met or exceeded proficiency	
<b>M</b>	<i>Meets Standard:</i>	Between 80-89% of students met or exceeded proficiency	
<b>D</b>	<i>Does Not Meet Standard:</i>	Between 70-79% of students met or exceeded proficiency	
<b>F</b>	<i>Falls Far Below Standard:</i>	Fewer than 70% of students met or exceeded proficiency	
<b>Measure 4b</b>			<b>NR</b>
Are students achieving proficiency in <b>MATHEMATICS</b> on state assessments?			
<b>E</b>	<i>Exceeds Standard:</i>	90% or more of students met or exceeded proficiency	
<b>M</b>	<i>Meets Standard:</i>	Between 80-89% of students met or exceeded proficiency	
<b>D</b>	<i>Does Not Meet Standard:</i>	Between 70-79% of students met or exceeded proficiency	
<b>F</b>	<i>Falls Far Below Standard:</i>	Fewer than 70% of students met or exceeded proficiency	
<b>Measure 4c</b>			<b>NR</b>
Are students achieving proficiency in <b>SCIENCE</b> on state assessments?			
<b>E</b>	<i>Exceeds Standard:</i>	90% or more of students met or exceeded proficiency	
<b>M</b>	<i>Meets Standard:</i>	Between 80-89% of students met or exceeded proficiency	
<b>D</b>	<i>Does Not Meet Standard:</i>	Between 70-79% of students met or exceeded proficiency	
<b>F</b>	<i>Falls Far Below Standard:</i>	Fewer than 70% of students met or exceeded proficiency	

## Student Subgrowth Academic Status

<b>Measure 5a</b>			<b>NR</b>
Are Economically Disadvantaged students achieving on state assessments in READING compared to the Economically Disadvantaged students in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	
<b>Measure 5b</b>			<b>NR</b>
Are Economically Disadvantaged students achieving on state assessments in MATHEMATICS compared to the Economically Disadvantaged students in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	
<b>Measure 5c</b>			<b>NR</b>
Are English Learners achieving on state assessments in READING compared to the English Learners in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	

<b>Measure 5d</b>			<b>NR</b>
Are English Learners achieving on state assessments in READING compared to the English Learners in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	
<b>Measure 5e</b>			<b>NR</b>
Are Students with Disabilities achieving on state assessments in READING compared to the Students with Disabilities in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	
<b>Measure 5f</b>			<b>NR</b>
Are Students with Disabilities achieving on state assessments in MATHEMATICS compared to the Students with Disabilities in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	

<b>Measure 5g</b>			<b>NR</b>
Are students of Underserved Races/Ethnicities achieving on state assessments in READING compared to the students of Underserved Races/Ethnicities in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	
<b>Measure 5h</b>			<b>NR</b>
Are students of Underserved Races/Ethnicities achieving on state assessments in MATHEMATICS compared to the students of Underserved Races/Ethnicities in the state?			
<b>E</b>	<i>Exceeds Standard:</i>	School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 15%	
<b>M</b>	<i>Meets Standard:</i>	School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by up to 15%	
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 1-14%	
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average subgroup proficiency rate is less than the average state performance of students in the same subgroup in the same grades by 15% or more	

## Student Academic Comparisons

<b>Measure 6a</b>		<b>NR</b>
Are students performing well on state assessments in comparisons to students at comparison schools?		
<b>E</b>	<i>Exceeds Standard:</i>	School's average proficiency rate exceeds the average performance of students in schools serving similar populations in the same grades by 15% or more
<b>M</b>	<i>Meets Standard:</i>	School's average proficiency rate meets or exceeds the average performance of students in schools serving similar populations in the same grades by up to 15%
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average proficiency rate is less than the average performance of students in schools serving similar populations in the same grades by 1-14%
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average proficiency rate is less than the average performance of students in schools serving similar populations in the same grades by 15% or more
<b>Measure 6b</b>		<b>NR</b>
Are students performing well on state assessments in comparisons to students at schools they might otherwise attend?		
<b>E</b>	<i>Exceeds Standard:</i>	School's average proficiency rate exceeds the average performance of students in schools they might otherwise attend by 15% or more
<b>M</b>	<i>Meets Standard:</i>	School's average proficiency rate meets or exceeds the average performance of students in schools they might otherwise attend by up to 15%
<b>D</b>	<i>Does Not Meet Standard:</i>	School's average proficiency rate is less than the average performance of students in schools they might otherwise attend by 1-14%
<b>F</b>	<i>Falls Far Below Standard:</i>	School's average proficiency rate is less than the average performance of students in schools they might otherwise attend by 15% or more

## Mission-Specific

<b>Measure 7a</b>		<b>NR</b>
Is the school meeting mission-specific academic goals?		
<b>E</b>	<i>Exceeds Standard:</i>	School surpassed its mission-specific academic goal(s)
<b>M</b>	<i>Meets Standard:</i>	School met its mission-specific academic goal(s)
<b>D</b>	<i>Does Not Meet Standard:</i>	School did not meet its mission-specific academic goal(s)
<b>F</b>	<i>Falls Far Below Standard:</i>	School fell far below its mission-specific academic goal(s)
<b>Measure 7b</b>		<b>NR</b>
Is the school meeting mission-specific academic goals?		
<b>E</b>	<i>Exceeds Standard:</i>	School surpassed its mission-specific academic goal(s)
<b>M</b>	<i>Meets Standard:</i>	School met its mission-specific academic goal(s)
<b>D</b>	<i>Does Not Meet Standard:</i>	School did not meet its mission-specific academic goal(s)
<b>F</b>	<i>Falls Far Below Standard:</i>	School fell far below its mission-specific academic goal(s)
<b>Measure 7c</b>		<b>NR</b>
Is the school meeting mission-specific academic goals?		
<b>E</b>	<i>Exceeds Standard:</i>	School surpassed its mission-specific academic goal(s)
<b>M</b>	<i>Meets Standard:</i>	School met its mission-specific academic goal(s)
<b>D</b>	<i>Does Not Meet Standard:</i>	School did not meet its mission-specific academic goal(s)
<b>F</b>	<i>Falls Far Below Standard:</i>	School fell far below its mission-specific academic goal(s)

### Education Program

<b>Measure 1a</b>		<b>M</b>
Is the school implementing the material terms of the education program as defined in the current charter contract?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school implemented the material terms of the education program in all material respects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval for a charter modification to the material terms.
<b>D</b>	<i>Does Not Meet Standard:</i>	No - The school has not implemented the material terms of the education program in all material respects and the education program in operation does not reflect the material terms as defined in the charter contract. The school has not gained approval for a charter modification to the material terms.
<b>Measure 1b</b>		<b>M</b>
Is the school complying with applicable education requirements?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: - Instructional Hours - Graduation Requirements - Content Standards, including Common Core - State Assessments - Implementation of mandated programming as a result of state or federal funding
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: - Instructional Hours - Graduation Requirements - Content Standards, including Common Core - State Assessments - Implementation of mandated programming as a result of state or federal funding

<b>Measure 1c</b>		<b>Is the school protecting the rights of students with disabilities?</b>	<b>M</b>
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – Consistent with the school's responsibilities as a school within an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Equitable access and opportunity to enroll</li> <li>- Identification and referral</li> <li>- Appropriate implementation and participation in IEPs and 504 plans</li> <li>- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>- Operational compliance, including supporting services to be provided in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> </ul>	
<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – Inconsistent with the school's responsibilities as a school within an LEA, the school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Equitable access and opportunity to enroll</li> <li>- Identification and referral</li> <li>- Appropriate implementation and participation in IEPs and 504 plans</li> <li>- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>- Operational compliance, including supporting services to be provided in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> </ul>	

<b>Measure 1d</b>		<b>M</b>
Is the school protecting the rights of English Language Learner (ELL) Students?		
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of ESEA and US Dept. of Education authorities and state requirements) relating to requirements regarding ELLs, including</p> <ul style="list-style-type: none"> <li>- Equitable access and opportunity to enroll</li> <li>- Compliance with native language communication requirements</li> <li>- Proper steps for identification of students in need of ELL services</li> <li>- Appropriate and equitable delivery of services to identified students</li> <li>- Appropriate accommodations on assessments</li> <li>- Exiting of students from ELL services and ongoing monitoring of exited students</li> </ul>
<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of ESEA and US Dept. of Education authorities and state requirements) relating to requirements regarding ELLs, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Equitable access and opportunity to enroll</li> <li>- Compliance with native language communication requirements</li> <li>- Proper steps for identification of students in need of ELL services</li> <li>- Appropriate and equitable delivery of services to identified students</li> <li>- Appropriate accommodations on assessments</li> <li>- Exiting of students from ELL services and ongoing monitoring of exited students</li> </ul>

### Financial Management and Oversight

<b>Measure 2a</b>		<b>M</b>
Is the school meeting financial reporting and compliance requirements?		
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Complete and on-time submission of financial reports, including annual budget, revised budgets, and any financial reports required by the authorizer</li> <li>- On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>- All reporting requirements related to the use of public funds</li> </ul>

<p><b>D</b></p>	<p><i>Does Not Meet Standard:</i></p>	<p>No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Complete and on-time submission of financial reports, including annual budget, revised budgets, and any financial reports required by the authorizer</li> <li>- On-time submission and completion of the annual independent audit and corrective</li> <li>- All reporting requirements related to the use of public funds</li> </ul>
	<p><b>Measure 2b</b></p> <p>Is the school following Generally Accepted Accounting Principles (GAAP)?</p>	
<p><b>M</b></p>	<p><i>Meets Standard:</i></p>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an independent audit, including but not limited to:</p> <ul style="list-style-type: none"> <li>- An unqualified audit opinion</li> <li>- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report</li> </ul>
<p><b>D</b></p>	<p><i>Does Not Meet Standard:</i></p>	<p>No – The school does not materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Complete and on-time submission of financial reports, including annual budget, revised budgets, and any financial reports required by the authorizer.</li> <li>- On-time submission and completion of the annual independent audit and corrective</li> <li>- All reporting requirements related to the use of public funds</li> </ul>

### Governance and Reporting

<b>Measure 3a</b>		<b>M</b>
Is the school complying with governance requirements?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: - Board policies and current bylaws - State open meetings and public records laws - Code of ethics - Conflicts of interest - Board membership and compensation rules - Responsive to complaints and inquiries as required by law and/or policy
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: - Board policies and current bylaws - State open meetings and public records laws - Code of ethics - Conflicts of interest - Board membership and compensation rules - Responsive to complaints and inquiries as required by law and/or policy
<b>Measure 3b</b>		<b>M</b>
Is the school holding management accountable?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to: - (For schools that contract with a district or service provider) Maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports - (For schools that do not contract with a district or service provider) Oversight of management that includes holding it accountable for performance expectations which may be agreed to under a written performance agreement

<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> <li>- (For schools that contract with a district or service provider) Maintaining authority over management, holding it accountable for performance as agreed under a written performance agreement, and requiring annual financial reports</li> <li>- (For schools that do not contract with a district or service provider) Oversight of management that includes holding it accountable for performance expectations which may be agreed to under a written performance agreement</li> </ul>
<b>Measure 3c</b>		<b>M</b>
Is the school complying with reporting requirements?		
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the school's authorizer, the State, the district, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Accountability tracking</li> <li>- Attendance and enrollment reporting</li> <li>- Compliance and oversight</li> <li>- Additional information requested by the authorizer</li> </ul>
<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the school's authorizer, the State, the district, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Accountability tracking</li> <li>- Attendance and enrollment reporting</li> <li>- Compliance and oversight</li> <li>- Additional information requested by the authorizer</li> </ul>

### Students and Employees

<b>Measure 4a</b>		<b>M</b>
Is the school protecting the rights of all students?		
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>- The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law)</li> <li>- Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions</li> <li>- Conduct of discipline (discipline hearings and suspension and expulsion policies and practices)</li> </ul>
<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>- The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law)</li> <li>- Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions</li> <li>- Conduct of discipline (discipline hearings and suspension and expulsion policies and practices)</li> </ul>
<b>Measure 4b</b>		<b>M</b>
Is the school meeting attendance and enrollment goals?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance and enrollment goals.
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance and enrollment goals.
<b>Measure 4c</b>		<b>M</b>
Is the school meeting teacher and administrator qualification requirements?		
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to state and federal requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Legal to teach or administer in an Oregon public charter school</li> <li>- Distribution and composition of licensed teaching staff</li> <li>- Federal HQT requirements for teaching staff</li> <li>- (Virtual charter schools) applicable requirements or plans for staff</li> </ul>

<b>D</b>	<i>Does Not Meet Standard:</i>	<p>No – The school materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to state and federal requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Legal to teach or administer in an Oregon public charter school</li> <li>- Distribution and composition of licensed teaching staff</li> <li>- Federal HQT requirements for teaching staff</li> <li>- (Virtual charter schools) applicable requirements or plans for staff</li> </ul>
<b>Measure 4d</b> Is the school complying with laws regarding employee rights?		<b>M</b>
<b>M</b>	<i>Meets Standard:</i>	<p>Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts. The school does not interfere with employee's rights to organize collectively or otherwise violate staff collective bargaining rights.</p>

<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts. The school does not interfere with employee's rights to organize collectively or otherwise violate staff collective bargaining rights.
<b>Measure 4e</b>		<b>M</b>
Is the school completing required background checks?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks on all applicable individuals (including staff, members of the charter community, volunteers, etc.)
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks on all applicable individuals (including staff, members of the charter community, volunteers, etc.)

**School Environment**

<b>Measure 5a</b>		<b>M</b>
Is the school complying with facilities and transportation requirements?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: - Americans with Disabilities Act (ADA) - Fire inspections and related records - Viable certificate of occupancy or other required building use authorization - Documentation of requisite insurance coverage - Student transportation
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: - Americans with Disabilities Act (ADA) - Fire inspections and related records - Viable certificate of occupancy or other required building use authorization - Documentation of requisite insurance coverage - Student transportation
<b>Measure 5b</b>		<b>M</b>
Is the school complying with health and safety requirements?		
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: - Appropriate nursing services and dispensing of pharmaceuticals - Food service requirements (including appropriate food handlers certifications) - Other district services, if applicable

<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: - Appropriate nursing services and dispensing of pharmaceuticals - Food service requirements (including appropriate food handlers certifications) - Other district services, if applicable
<b>Measure 5c</b>		
<b>Is the school handling information appropriately?</b>		<b>M</b>
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: - Maintaining the security of and providing access to student records under the Family - Accessing documents maintained by the school under the state's Freedom of - Transferring of student records - Proper and secure maintenance of testing materials
<b>D</b>	<i>Does Not Meet Standard:</i>	No – The school does not materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: - Maintaining the security of and providing access to student records under the Family - Accessing documents maintained by the school under the state's Freedom of - Transferring of student records - Proper and secure maintenance of testing materials

**Additional Obligations**

<b>Measure 6a</b>		
<b>Is the school complying with all other obligations?</b>		<b>M</b>
<b>M</b>	<i>Meets Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to: - Revisions to state charter law - Consent decrees - Intervention requirements by the authorizer - Requirements by other entities to which the charter school is accountable (e.g. SEA, US Department of Education)
<b>D</b>	<i>Does Not Meet Standard:</i>	Yes – The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to: - Revisions to state charter law - Consent decrees - Intervention requirements by the authorizer - Requirements by other entities to which the charter school is accountable (e.g. SEA, US Department of Education)

## Near-Term Measures

<b>Measure 1a</b>		<b>M</b>
Current Ratio: Current Assets divided by Current Liabilities		
<b>M</b>	<b>Meets Standard:</b>	Current Ratio is greater than or equal to 1.1
		<b>OR</b>
		Current Ratio is between 1.0 and one-year trend is positive (current year ratio is higher than last year's) <i>Note: For schools in their first year of operation, the current ratio must be greater than or equal to 1.1.</i>
<b>D</b>	<b>Does Not Meet Standard:</b>	Current Ratio is between 0.9 and 1.0 or equals 1.0
		<b>OR</b>
		Current Ratio is between 1.0 and 1.1 and one-year trend is negative
<b>F</b>	<b>Falls Far Below Standard:</b>	Current Ratio is less than or equal to 0.9
<b>Measure 1b</b>		<b>M</b>
Unrestricted Days Cash: Unrestricted Cash divided by ([Total Expenses minus Depreciation Expense] / 365)		
<b>M</b>	<b>Meets Standard:</b>	60 Days Cash
		<b>OR</b>
		Between 30 and 60 Days Cash and one-year trend is positive <i>Note: For schools in their first year of operation, must have a minimum of 30 Days Cash</i>
<b>D</b>	<b>Does Not Meet Standard:</b>	Days Cash is between 15-30 Days
		<b>OR</b>
		Days Cash is between 30-60 days and one-year trend is negative
<b>F</b>	<b>Falls Far Below Standard:</b>	Fewer than 15 Days Cash
<b>Measure 1c</b>		<b>M</b>
Enrollment Variance: Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget		
<b>M</b>	<b>Meets Standard:</b>	Enrollment Variance equals or exceeds 95 percent in the most recent year
<b>D</b>	<b>Does Not Meet Standard:</b>	Enrollment Variance is between 85-95 percent in the most recent year
<b>F</b>	<b>Falls Far Below Standard:</b>	Enrollment Variance is less than 85 percent in the most recent year
<b>Measure 1d</b>		<b>M</b>
Default		
<b>M</b>	<b>Meets Standard:</b>	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments
<b>D</b>	<b>Does Not Meet Standard:</b>	Not applicable
<b>F</b>	<b>Falls Far Below Standard:</b>	School is in default of loan covenant(s) and/or is delinquent with debt service payments

## Sustainability Measures

<b>Measure 2a</b>		<b>M</b>
Total Margin: Net Income divided by Total Revenue		
Aggregated Total Margin: Total Three-Year Net Income divided by Total Three-Year Revenues		
<b>M</b>	<b>Meets Standard:</b>	Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive
		<b>OR</b>
		Aggregated Three-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent Total Margin is positive <i>Note: For schools in their first year of operation, the cumulative Total Margin must be positive.</i>
<b>D</b>	<b>Does Not Meet Standard:</b>	Aggregated Three-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard"
<b>F</b>	<b>Falls Far Below Standard:</b>	Aggregated Three-Year Total Margin is less than or equal to -1.5 percent
		<b>OR</b>
		The most recent year Total Margin is less than -10 percent
<b>Measure 2b</b>		<b>M</b>
Debt to Asset Ratio: Total Liabilities divided by Total Assets		
<b>M</b>	<b>Meets Standard:</b>	Debt to Asset Ratio is less than 0.9
<b>D</b>	<b>Does Not Meet Standard:</b>	Debt to Asset Ratio is between 0.9 and 1.0
<b>F</b>	<b>Falls Far Below Standard:</b>	Debt to Asset Ratio is greater than 1.0

<b>Measure 2c</b>		<b>M</b>
Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 total Cash		
One-Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash		
<b>M</b>	<b>Meets Standard:</b>	<p>Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year</p> <p style="text-align: center;"><b>OR</b></p> <p>Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two year, and Cash Flow in the most recent year is positive</p> <p><i>Note: For schools in their first year of operation must have positive cash flow</i></p>
<b>D</b>	<b>Does Not Meet Standard:</b>	Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"
<b>F</b>	<b>Falls Far Below Standard:</b>	Multi-Year Cumulative Cash Flow is negative
<b>Measure 2d</b>		<b>M</b>
Debt Service Coverage Ratio: (Net income + Depreciation + Interest Expense) / (Annual Principal, Interest, and Lease Payments)		
<b>M</b>	<b>Meets Standard:</b>	Debt Service Coverage Ratio is equal to or exceeds 1.1
<b>D</b>	<b>Does Not Meet Standard:</b>	Debt Service Coverage Ratio is less than 1.1
<b>F</b>	<b>Falls Far Below Standard:</b>	Not applicable

	FY10	FY11	FY12	FY13	FY14
<b>Assets</b>					
Current Assets					
Cash	0	0	0	0	0
Other Current Assets	0	0	0	0	0
<b>Total Current Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Non Current Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Liabilities and Net Assets**

Total Current Liabilities	0	0	0	0	0
Total Long-Term Liabilities	0	0	0	0	0
<b>Total Liabilities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Net Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Liabilities and Net Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Statement of Activities**

Total Revenue	0	0	0	0	0
Total Expense	0	0	0	0	0
<b>Change in Net Assets</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Enrollment**

Projection	0	0	0	0	0
Actual	0	0	0	0	0
<b>Variance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Measure</b>	<b>Target</b>	<b>FY10</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>
<b>Current Ratio</b> current assets / current liabilities	<b>&gt;1.1</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Days Cash</b> cash / (total expense/365)	<b>≥60 days</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Enrollment Variance</b> actual enrollment / projected enrollment	<b>≥95%</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Debt Default</b>	<b>Not in Default</b>					
<b>Total Margin</b> net income / total revenue	<b>Positive</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Debt to Asset Ratio</b> total liabilities / total assets	<b>&lt;0.9</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Cash Flow</b> year 2 total cash - year 1 total cash	<b>Positive</b>	0	0	0	0	0

## Academic Performance

State Accountability				Mission Specific				
Total	Count	Value	Score	Total	Count	Value	Score	
E		0	4	0	E	0	4	0
M		0	3	0	M	0	3	0
D		0	2	0	D	0	2	0
F		0	1	0	F	0	1	0
Total		0		0	Total	0		0
Average			#DIV/0!	Average			#DIV/0!	
			#DIV/0!				#DIV/0!	

## Organizational Performance

State Accountability			
Total	Count	Value	Score
E		0	4
M	18	3	54
D	0	2	0
F	0	1	0
Total	18		54
Average			3.00
			3 M

## Financial Performance

Near-Term				Sustainability Measures			
Total	Count	Value	Score	Total	Count	Value	Score
E		0	4	0	E	0	4
M	4	3	12	M	4	3	12
D	0	2	0	D	0	2	0
F	0	1	0	F	0	1	0
Total	4		12	Total	4		12
Average			3.00	Average			3
			3 M				3 M



# Corvallis

SCHOOL DISTRICT

## VIII. CONSOLIDATED ACTION

### VIII.A. Licensed Personnel Recommendations

**BOARD MEETING DATE: May 5, 2014**

**FOR-ACTION**

**SUBJECT: Licensed Personnel Action**

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1. Issue: Information on licensed personnel recommendations

a. Recommendation to Hire:

Cindy Appanaitis: Physical Education/Health Teacher, 1.0 FTE, Cheldelin Middle School, effective August 27, 2014 (Probationary).

Robyn Chapman: Band Teacher, 0.50 FTE, Linus Pauling Middle School, effective August 27, 2014 (Probationary).

Dana Monroe: Art Teacher, 0.90 FTE, Cheldelin Middle School and Hoover Elementary School, effective August 27, 2014 (Probationary).

Amy Stout: Orchestra Teacher, 1.0 FTE, Secondary Schools, effective August 27, 2014 (Probationary).

Jonathan Stowbridge: Physical Education/Health Teacher, 1.0 FTE, Cheldelin Middle School, effective August 27, 2014 (Probationary).

Elizabeth Young: First Grade Teacher, 1.0 FTE, Jefferson Elementary School, effective August 27, 2014 (Probationary).

b. Termination/Resignation/Layoff:

Julia Lont: Art Teacher, 0.50 FTE, Corvallis High School, effective June 30, 2014 (Resignation).

**ACTION REQUESTED:** Approve recommendations.

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**CONTACT PERSON:** Jennifer Duvall



**Corvallis**  
SCHOOL DISTRICT

VIII.B. English Language Arts Curriculum Adoption Postponement

**BOARD MEETING DATE: May 5, 2014**

**SUBJECT:** Postpone Purchase of English Language Arts Curriculum

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**BACKGROUND INFORMATION:**

The Oregon Department of Education has established a revised instructional materials cycle that requires Oregon school district to adopt English Language Arts Curriculum for use in classroom by fall 2014.

Below is the revised Oregon state review cycle (Adopted January 2014 by the Oregon State Board of Education)

2013: English Language Arts-in classroom by fall 2014

2014: English Language Proficiency (ELP)\*\* - in classroom by fall 2015

2015: Science\*\* - in classroom by fall 2016

2016: Mathematics - in classroom by fall 2017

2017: TBD

\*\*with facilitated independent adoption support for Mathematics

Districts may choose to postpone the adoption of instructional materials for up to two years in accordance with OAR 581-022-165 and ORS 337.120. The postponement request to ODE includes a statement of assurance that this postponement, causing an out-of-cycle purchase, will not delay future purchases in other subject areas.

**ACTION REQUESTED:** Approve the district's request to postpone selection and use of state adopted instructional materials in English Language Arts for one year.

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**CONTACT PERSONS:** Kevin Bogatin, Assistant Superintendent  
Rynda Gregory, Student Services Coordinator



# Corvallis

SCHOOL DISTRICT

IX. CONSOLIDATED INFORMATION

IX.A. Non-Licensed Personnel Information

**BOARD MEETING DATE: May 5, 2014**

**FOR INFORMATION ONLY**

**SUBJECT: Non-licensed Personnel Information**

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1. Issue: Information on non-licensed-personnel

a. Recommendation to Hire:

Sean Gettings: Educational Assistant 2/LRC, 6.5 hrs, Lincoln Elementary School, effective April 7, 2014 (Limited Term).

Alex Grandstaff: Maintenance 1, 8 hrs, Corvallis High School, effective April 28, 2014 (Probationary).

Jennifer Kelley: Administrative Assistant 1, 3 hrs, Linus Pauling Middle School, effective April 21, 2014 (Probationary).

Angela Leopard: Administrative Assistant 2/OA, 8 hrs, Garfield Elementary School, effective April 16, 2014 (Probationary).

Cindy Preece: Educational Assistant 2, 8 hrs, Harding Center, effective April 21, 2014 (Limited Term).

Sisavath Virasek: Technology Computer Lab Assistant 2, 4 hrs, Crescent Valley High School, effective April 21, 2014. Increase in hours to 6 hrs, Crescent Valley High School, effective August 27, 2014 (Probationary).

b. Termination/Resignation/Layoff/Retirement:

Rosemary Pickard: Food Service Assistant, 3.75 hrs, Cheldelin Middle School, effective April 29, 2014 (Resignation).

Phil Sawtelle: Campus Steward 1, 8 hrs, Jefferson Elementary School, effective April 15, 2014 (Resignation).

Devon Smith: Technology Computer Lab Assistant 2, 6 hrs, Crescent Valley High School and Wilson Elementary School, effective April 14, 2014 (Resignation).

Carmen Twenge: Administrative Assistant 2, 8 hrs, District Office, effective May 13, 2014 (Resignation).



# Corvallis

SCHOOL DISTRICT

IX.B. Unaudited Financial Statements - March 31, 2014

**FOR INFORMATION**

**BOARD MEETING DATE:** May 5, 2014

**SUBJECT:** March 31, 2014 Financial Statement (Unaudited)

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The General Fund is reported on a monthly basis and other funds on a quarterly or semi-annual basis. As March is the end of the third quarter of the fiscal year, you will find reports on the following funds in addition to the General Fund: Food Service, District Donation, Designated Facilities, Student Body, Designated Revenue, Early Retirement, Insurance and Grants.

Current Highlights – General Fund

*Revenues*

The March 2014 year-to-date revenues total \$46.9 million or 88.6 percent of total revenue budgeted as compared to 2012-13 of \$43.1 million or 87.1 percent, an increase of \$3.8 million.

In April, ODE provided an update to the 2013-14 estimated State School Fund revenues. Overall, an increase of approximately \$750,000 is now expected due to several key factors. Funding estimates are projected on the higher of extended ADMw from the current year or the prior year. Due to declining enrollment, in recent years District projections have been based on the prior year. In the April update, a switch was made in the formula to use the 2013-14 ADMw (7,210.18) as it has increased by 79.14 ADMw over 2012-13 (7,131.04). In addition, state teacher experience moved from 0.24 to 0.27, as well as total formula revenues per extended ADMw increased by \$27 to \$6,797. The \$750,000 increase represents approximately 75 percent due to enrollment and 25 percent due to formula rate adjustments. These funds will help towards offsetting local option levy compression and the HP refund, all-day kindergarten at Mt. View and Wilson, facilities costs, and the 2014-15 budget.

*Expenditures*

The March 2014 year-to-date expenditures total \$37.8 million or 69.7 percent of budget as compared to 2012-13 of \$36.1 million or 69.8 percent, an increase of \$1.7 million.

Previously Reported Highlights

The Instructional Services category reflects the 2013-14 addition of tuition for two out of state special education placements to meet student needs with year-to-date expenditures of \$135,502. The district pursues additional funding to help offset these expenditures through the High Cost Disability Grant process and other targeted funding. The Supporting Services category reflects increased costs for utilities, transportation and facility and maintenance repairs of approximately \$155,827 as compared to this time last year. Seasonality, weather, contract increases and needed maintenance have impacted the timing of these costs. Budgets and opportunities to fund repairs elsewhere are under review.

The November 2013 report showed property and local option tax revenues down \$2.4 million as compared to the prior year. Staff had estimated the withholding of \$1.8 million in November due to the Hewlett Packard (HP) and Comcast refunds and tax deferrals. As local tax revenues are a factor in the state school formula, the district will see an offset in state revenues received.

Staff analyzed the variance in expected versus actual tax collections and queried Benton County for further details. It was discovered that the County had withheld the HP reduction twice from November turnovers in error. Benton County corrected this error by issuing a turnover on December 23, 2013, in the amount of \$1.7 million for the General Fund portion and \$.5 million for the Debt Service portion. Factoring in this adjustment, November year-to-date collections for 2013-14 were \$.7 million less than the prior year. This latest report reflects the corrected tax receipts from Benton County.

With the influx of property tax receipts in November that is used over the course of the fiscal year to fund operations, the district's investment opportunities within policy guidelines were examined. The Local Government Investment Pool (LGIP) rate of return as of March 2014 is 0.54 percent as compared to a three-month U.S. Treasury Bill bond equivalent yield of 0.03 percent. Staff evaluated rates for maturities over the course of the fiscal year and determined that the LGIP provided the best rate and liquidity at this time. The district's balance of funds in LGIP remains below the maximum allowed by the State Treasurer's Office and therefore we are not required to invest funds outside of the LGIP.

March year-to-date state revenues for general support for 2013-14 are \$22.1 million as compared to \$17.0 million for the prior year. This reflects both the increase in the statewide K-12 education budget and an increase to the district's portion of state revenues due to the HP appeal that reduced projected local revenue. The district planned the 2013-14 State School Fund budget accordingly and the revenue is on track with budgeted expectations at 89.3 percent as of the end of March.

The district received the county assessors' Notification of Property Taxes Imposed for 2013-14. The Local Option Levy continues to be impacted by compression due to decreases in the gap between real market values and assessed values. The district budgeted \$3,890,200 for Local Option Levy, and the imposed amount is \$3,933,826. This is \$288,014 less than last year's imposed amount. Furthermore, as a result of the property tax refund to Hewlett-Packard (HP) and deferred taxes to HP and Comcast, collections are projected to be \$3,535,768 which is \$354,432 below budget. This will be watched closely throughout the year and into the future as it impacts the next fiscal year.

General Fund expenditures through March are higher than the prior year by \$1.7 million. In addition to current highlights, contracted salary increases as well as several program changes are reflected in the year-to-date increase. Expenditures also include 1: World, and software and license purchases for the STARS reading and math programs. In 2013-14, the Supporting Services category does not include a funding transfer to the Early Retirement Fund as the program is now fully funded, a decrease of \$480,650 from the prior year.

The Schedule of Investments and Cash Disbursements for March 2014 are included as part of this report. If you have any questions or would like additional information please contact me.

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Presenter: **Steve Nielsen, Director of Finance and Operations**

Supplementary Materials: **1. Statement of Revenue and Expenditures, Fiscal year to date as of March 31, 2013 and 2014**  
**2. Schedule of Investments as of March 31, 2014**  
**3. Schedule of Cash Disbursements greater than or equal to \$1,000 for the period of March 2014**

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**General Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Local Sources						
Property Taxes	\$ 23,055,300	\$ 21,269,900	92.3%	\$ 22,950,000	\$ 20,515,471	89.4%
Local Option Taxes	4,541,500	3,828,036	84.3%	3,890,200	3,376,778	86.8%
Earnings on Investments	100,000	87,958	88.0%	100,000	88,222	88.2%
Other	316,000	203,738	64.5%	394,000	209,235	53.1%
Intermediate Sources	230,000	213,339	92.8%	260,000	160,304	61.7%
State Sources						
General Support	20,560,265	17,044,449	82.9%	24,719,368	22,063,530	89.3%
Common School Fund	603,120	453,393	75.2%	494,332	430,264	87.0%
Other	100,000	-	0.0%	83,000	-	0.0%
Federal Sources	8,000	11,450	143.1%	9,000	8,971	99.7%
<b>Total Revenue</b>	<b>\$ 49,514,185</b>	<b>\$ 43,112,263</b>	<b>87.1%</b>	<b>\$ 52,899,900</b>	<b>\$ 46,852,775</b>	<b>88.6%</b>
<b>Expenditures:</b>						
Instruction	\$ 30,924,859	\$ 21,501,802	69.5%	\$ 32,646,155	\$ 22,500,175	68.9%
Supporting Services	20,718,041	14,558,063	70.3%	21,488,032	15,255,438	71.0%
Community Services	124,300	69,912	56.2%	127,370	74,615	58.6%
Facilities Improvements	1	-	0.0%	1	-	0.0%
Transfers to Other Funds	2	-	0.0%	2	-	0.0%
<b>Total Expenditures</b>	<b>\$ 51,767,203</b>	<b>\$ 36,129,777</b>	<b>69.8%</b>	<b>\$ 54,261,560</b>	<b>\$ 37,830,228</b>	<b>69.7%</b>
Excess of Revenues over Expenditures	\$ (2,253,018)	\$ 6,982,486		\$ (1,361,660)	\$ 9,022,547	
Beginning Fund Balance	7,971,475	8,249,911	103.5%	6,324,100	6,629,956	104.8%
Budgeted Contingencies	3,242,747	-		2,322,445	-	
Unappropriated Ending Fund Balance	<u>2,475,710</u>	<u>-</u>		<u>2,639,995</u>	<u>-</u>	
<b>Fund Balance, March 31</b>	<b>\$ -</b>	<b>\$ 15,232,397</b>		<b>\$ -</b>	<b>\$ 15,652,503</b>	

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Food Service Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Local Sources	\$ 1,075,200	\$ 805,454	74.9%	\$ 1,075,200	\$ 751,420	69.9%
State Sources	17,000	18,981	111.7%	18,000	20,398	113.3%
Federal Sources (incl. commodities)	1,682,180	639,321	38.0%	1,689,723	823,449	48.7%
Interest on Investments	9,999	2,843	28.4%	9,999	2,255	22.6%
Interfund Transfer	1	-	0.0%	1	-	0.0%
<b>Total Revenue</b>	<b>\$ 2,784,380</b>	<b>\$ 1,466,599</b>	<b>52.7%</b>	<b>\$ 2,792,923</b>	<b>\$ 1,597,522</b>	<b>57.2%</b>
<b>Expenditures:</b>						
Salaries & Benefits	\$ 1,652,579	\$ 1,174,242	71.1%	\$ 1,740,942	\$ 1,268,925	72.9%
Food	970,500	655,292	67.5%	840,680	660,815	78.6%
Supplies & Services	206,301	139,412	67.6%	256,301	135,993	53.1%
Capital Outlay	5,000	-	0.0%	55,000	-	0.0%
<b>Total Expenditures</b>	<b>\$ 2,834,380</b>	<b>\$ 1,968,946</b>	<b>69.5%</b>	<b>\$ 2,892,923</b>	<b>\$ 2,065,733</b>	<b>71.4%</b>
Excess of Revenues over Expenditures	\$ (50,000)	\$ (502,347)		\$ (100,000)	\$ (468,211)	
Beginning Fund Balance	645,000	866,668	134.4%	645,000	680,003	105.4%
Budgeted Contingency	595,000	-		545,000	-	
Fund Balance, March 31	\$ -	\$ 364,321		\$ -	\$ 211,792	

**Notes:**

The Food Service Fund is a self-supporting fund.

Revenues to support the program are generated from student participation in food programs, federal and state programs, and a catering operation.

Operations are evaluated to see where costs can be reduced to align with revenues. Staff actively promote the federally subsidized free and reduced breakfast and lunch programs to increase participation and revenues received from these programs.

The District also provides food service programs to other agencies and districts such as Philomath School District, Alsea School District, and several day cares.

The \$184,128 increase in federal sourced revenue is a result of the District receiving deposits from the Oregon Department of Education electronically. This method has significantly reduced the time between billing and the receipt of funds. This timing difference is the reason for the large margin between this year and last year.

Salaries and benefits are up \$94,683. A portion of this increase is a result of implementing the breakfast program at Lincoln and Garfield Schools. Contracted increases in normal salary and benefits account for the remainder of the increase.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**District Donation Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
Revenues:						
Contributions from Foundation	\$ 600,000	\$ 320,000	53.3%	\$ 600,000	\$ 385,000	64.2%
Total Revenue	<u>\$ 600,000</u>	<u>\$ 320,000</u>	53.3%	<u>\$ 600,000</u>	<u>\$ 385,000</u>	64.2%
Expenditures:						
Instruction	\$ 425,000	\$ 185,816	43.7%	\$ 407,999	\$ 242,253	59.4%
Support Services	75,000	11,636	15.5%	75,000	28,242	37.7%
Community Services	99,999	66,726	66.7%	117,000	78,680	67.2%
Facility Playground Improvements	<u>1</u>	-	0.0%	<u>1</u>	-	0.0%
Total Expenditures	<u>\$ 600,000</u>	<u>\$ 264,178</u>	44.0%	<u>\$ 600,000</u>	<u>\$ 349,175</u>	58.2%
Excess of Revenues over Expenditures	\$ -	\$ 55,822		\$ -	\$ 35,825	
Beginning Fund Balance	-	-		-	-	
Fund Balance, March 31	<u>\$ -</u>	<u>\$ 55,822</u>		<u>\$ -</u>	<u>\$ 35,825</u>	

**Notes:**

This District fund is used to account for donations received from the Corvallis Public Schools Foundation, a separate public 501(c)3 organization.

A monthly transfer is made from the Corvallis Public Schools Foundation to the District Donation Fund to cover expenditures.

During FY 2013-14 Foundation leadership has made a calculated effort to encourage the schools to use the money that has been donated to specific programs and activities. Expenditures are up \$84,997 as a result of that effort.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Designated Facilities Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Construction Excise Tax	\$ 125,000	\$ 217,714	174.2%	\$ 225,000	\$ 152,088	67.6%
SB 1149	108,000	71,361	-	108,000	75,489	69.9%
Proceeds From Sale of Land	400,000	-	-	400,000	910,000	227.5%
Interest on Investments	13,000	2,872	22.1%	13,000	3,375	26.0%
<b>Total Revenue</b>	<b>\$ 646,000</b>	<b>\$ 291,947</b>	<b>45.2%</b>	<b>\$ 746,000</b>	<b>\$ 1,140,952</b>	<b>152.9%</b>
<b>Expenditures:</b>						
Support Services	\$ 546,000	\$ 36,119	6.6%	\$ 846,000	\$ 233,792	27.6%
Facility Acquisition & Construction:	698,500	-	47.8%	623,500	-	1.0%
CVHS Boiler Upgrade	-	1,706		-	-	
Wilson Playground	-	-		-	6,182	
Cheldelin Boiler	175,000	332,071		50,000	-	0.0%
<b>Total Expenditures</b>	<b>\$ 1,419,500</b>	<b>\$ 369,896</b>	<b>26.1%</b>	<b>\$ 1,519,500</b>	<b>\$ 239,974</b>	<b>15.8%</b>
Excess of Revenues over Expenditures	\$ (773,500)	\$ (77,949)		\$ (773,500)	\$ 900,978	
Beginning Fund Balance	773,500	773,470	100.0%	773,500	559,108	72.3%
Budgeted Contingency	-	-		-	-	
Fund Balance, March 31	\$ -	\$ 695,521		\$ -	\$ 1,460,086	

**Notes:**

This fund accounts for the revenues and expenditures related to the construction excise tax, land sales and purchases, and other facilities projects undertaken with funds that are restricted or committed for facilities related purposes.

The sale of Fairplay School was completed in August 2013 and the Pleasant View Fruit Farm property sale was finalized in March 2014.

The Construction Excise Tax revenue is down \$65,626. The City of Corvallis had a significant increase in construction activity during the second half of 2012. Construction Excise Tax revenues this year are in line with receipts received in 2011 and 2010.

Support Service expenditures for FY 2013-14 includes fees for a facilities assessment project consultant of \$130,706, along with several facility improvement projects creating the increase of \$197,673 over the prior year.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Student Body Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
Revenues:						
Local Revenues	\$ 1,050,000	\$ 796,622	75.9%	\$ 1,050,000	\$ 720,507	68.6%
Total Revenue	<u>\$ 1,050,000</u>	<u>\$ 796,622</u>	75.9%	<u>\$ 1,050,000</u>	<u>\$ 720,507</u>	68.6%
Expenditures:						
Instructional Services	\$ 1,220,000	\$ 601,381	49.3%	\$ 1,220,000	\$ 586,962	48.1%
Support Services	80,000	48,400	60.5%	80,000	41,485	51.9%
Total Expenditures	<u>\$ 1,300,000</u>	<u>\$ 649,781</u>	50.0%	<u>\$ 1,300,000</u>	<u>\$ 628,447</u>	48.3%
Excess of Revenues over Expenditures	\$ (250,000)	\$ 146,841		\$ (250,000)	\$ 92,060	
Beginning Fund Balance	<u>250,000</u>	<u>496,181</u>	198.5%	<u>250,000</u>	<u>575,666</u>	230.3%
Fund Balance, March 31	<u>\$ -</u>	<u>\$ 643,022</u>		<u>\$ -</u>	<u>\$ 667,726</u>	

**Notes:**

The District acts as an agent on behalf of student groups who have raised money for activities. These funds are for athletics and activities at Corvallis High School, Crescent Valley High School, Cheldelin Middle School, and Linus Pauling Middle School. For management purposes, these funds are in a central account where the District provides banking services and purchasing oversight.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Designated Revenue Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Local Sources	\$ 1,000,000	\$ 673,856	67.4%	\$ 1,000,000	\$ 682,208	68.2%
Total Revenue	\$ 1,000,000	\$ 673,856	67.4%	\$ 1,000,000	\$ 682,208	68.2%
<b>Expenditures:</b>						
Instruction	\$ 1,000,000	\$ 513,014	51.3%	\$ 1,001,633	\$ 424,179	42.3%
Support Services	360,000	151,052	42.0%	381,650	238,561	62.5%
Community Services	114,999	71,258	62.0%	91,716	19,002	20.7%
Facility Acquisition & Construction	1	-	0.0%	1	-	0.0%
Total Expenditures	\$ 1,475,000	\$ 735,324	49.9%	\$ 1,475,000	\$ 681,742	46.2%
Excess of Revenues over Expenditures	\$ (475,000)	\$ (61,468)		\$ (475,000)	\$ 466	
Beginning Fund Balance	\$ 475,000	\$ 752,944	158.5%	475,000	777,496	163.7%
Fund Balance, March 31	\$ -	\$ 691,476		\$ -	\$ 777,962	

**Notes:**

Revenue and expenditures in this fund are related to programs that are supported by special agreements, contracts, and reimbursements by outside groups or agencies.

FY 2013-14 beginning fund balance is comprised of numerous accounts designated for special purposes. Examples include DHS Medicaid Funds (\$151,524): Facilities sales of surplus and misc items (\$41,034): Technology online classes program (\$5,000): Franklin Wash DC trip (\$35,848): and the Coastwide piggyback agreement (\$36,067).

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Early Retirement Incentive Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
Revenues:						
Early Retirement	\$ 540,650	\$ 540,650	100.0%	\$ -	\$ -	-
Interest on Investments	10,000	7,315	73.2%	10,000	4,115	41.2%
Total Revenue	\$ 550,650	\$ 547,965	99.5%	\$ 10,000	\$ 4,115	41.2%
Expenditures:						
Retiree Stipends	765,665	407,919	53.3%	1,007,850	449,465	44.6%
Total Expenditures	\$ 765,665	\$ 407,919	53.3%	\$ 1,007,850	\$ 449,465	44.6%
Excess of Revenues over Expenditures	\$ (215,015)	\$ 140,046		\$ (997,850)	\$ (445,350)	
Beginning Fund Balance	1,490,000	1,497,703	100.5%	1,555,000	1,468,208	94.4%
Budgeted Contingency	640,000	-		557,150	-	
Unappropriated Ending Fund Balance	634,985	-		-	-	
Fund Balance, March 31	\$ -	\$ 1,637,749		\$ -	\$ 1,022,858	

**Notes:**

This fund pays for supplemental retirement benefits provided to retired teachers.

The last payment for non-represented and classified staff was made June 30, 2008.

In February 2005, certified employees agreed to end the early retirement program effective June 30, 2017. Only employees hired before Sept 1, 1988 will have ERI benefits. A lump sum payout was made on April 30, 2005 to end the ERI rights of employees hired between Sept 1, 1988 and June 30, 1998. An additional lump sum payment was made to those hired before Sept 1, 1988 in recognition of reduced ERI benefits available after their retirement.

Teacher retirees after April 1, 2005 will not receive any medical insurance coverage. Benefits decreased from 7 years to 5 years and effective July 1, 2008 any new retirees will receive only 4 years of stipends. No teachers hired after August 31, 1988 are eligible for any post retirement benefits if they retired after April 1, 2005. As of July 1, 2013 there were 38 eligible retired teachers receiving benefits.

Retiree expenditures account for monthly retirement stipends and lump sum retirement payouts as per the agreement. Comparison of expenditures between years will vary due to the variances in the time of retirement and eligibility for lump sum payouts.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Grant Funds**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Local Revenues	\$ 50,000	\$ 13,322	26.6%	\$ 50,000	\$ 8,277	16.6%
Intermediate revenues	100,000	93,209	93.2%	100,000	22,841	22.8%
State Revenues	100,000	1,069	1.1%	100,000	394,455	394.5%
Federal Revenues	2,750,000	1,453,329	52.8%	2,750,000	2,134,042	77.6%
<b>Total Revenue</b>	<b>\$ 3,000,000</b>	<b>\$ 1,560,929</b>	<b>52.0%</b>	<b>\$ 3,000,000</b>	<b>\$ 2,559,615</b>	<b>85.3%</b>
<b>Expenditures:</b>						
Instruction	\$ 2,925,000	\$ 1,074,858	36.7%	\$ 2,607,800	\$ 2,261,777	86.7%
Support Services	2,012,999	569,958	28.3%	2,048,300	843,465	41.2%
Community Services	62,000	63,558	102.5%	143,899	117,719	81.8%
Facility Acquisition & Construction	1	-	0.0%	1	-	0.0%
<b>Total Expenditures</b>	<b>\$ 5,000,000</b>	<b>\$ 1,708,374</b>	<b>34.2%</b>	<b>\$ 4,800,000</b>	<b>\$ 3,222,961</b>	<b>67.1%</b>
Excess of Revenues over Expenditures	\$ (2,000,000)	\$ (147,445)		\$ (1,800,000)	\$ (663,346)	
Beginning Fund Balance	2,000,000	1,951,404	-	1,800,000	1,592,249	-
Budgeted Contingency	-	-		-	-	
<b>Fund Balance, March 31</b>	<b>\$ -</b>	<b>\$ 1,803,959</b>		<b>\$ -</b>	<b>\$ 928,903</b>	

**Notes:**

The District has approximately 34 grant awards from federal, state, and private sources estimated at \$6.2 million. The larger awards typically span a several year time period.

Indirect costs are administrative costs such as audit, legal, business, human resources, and technology that are paid for by the General Fund but also utilized by the grant funds. Board policy calls for the District to recover indirect costs related to grants. This amount shows as a revenue in the General Fund and is used to offset General Fund operations. The District indirect cost rate is the maximum allowed by the State and varies from year to year. The State approves this rate each year. The rate for FY 2013-14 decreased to 4.52% from 5.63% in the prior year.

Grant revenues are recognized after there have been grant expenditures. This is why the increase in revenue and expenses are comparable. State grant revenue is up because of the receipt of new grants, which include State Mentoring (\$77,214); Farm to School (\$15,941); and the School District Collaboration (\$288,206).

Federal grant revenues are also up substantially. The reason for this is twofold. First, the new 21st Century Community Learning Center Grant has recognized \$256,668 in new revenue. Second, IDEA Part B grants have recognized \$733,773 in revenue this year as compared to \$354,834 during FY 2012-13 due to payment timing differences between years.

Corvallis School District 509J  
Statement of Revenues and Expenditures  
Fiscal Year to Date as of March 31, 2013 and 2014 Respectively (Unaudited)

**Insurance Fund**

	FY 2012-13			FY 2013-14		
	Budget	Actual		Budget	Actual	
<b>Revenues:</b>						
Charges to Other Funds	\$ 12,327,850	\$ 7,993,172	64.8%	\$ 12,327,850	\$ 7,871,879	63.9%
Other Revenues	<u>7,000</u>	<u>9,703</u>	138.6%	<u>7,000</u>	<u>6,694</u>	95.6%
<b>Total Revenue</b>	<u>\$ 12,334,850</u>	<u>\$ 8,002,875</u>	64.9%	<u>\$ 12,334,850</u>	<u>\$ 7,878,573</u>	63.9%
<b>Expenditures:</b>						
Insurance Activities:	\$ 294,689	\$ -	81.6%	\$ 301,710	\$ -	153.9%
Standard	-	232,396		-	272,455	
CVHS Bleachers	-	8,000		-	191,876	
Facilities:	3,800,000	-	92.6%	500,000	-	2.0%
CVHS Roof	-	3,517,423		-	10,069	
Insurance Premiums	<u>14,364,011</u>	<u>6,293,744</u>	43.8%	<u>14,359,125</u>	<u>6,535,345</u>	45.5%
<b>Total Expenditures</b>	<u>\$ 18,458,700</u>	<u>\$ 10,051,563</u>	54.5%	<u>\$ 15,160,835</u>	<u>\$ 7,009,745</u>	46.2%
 Excess of Revenues over Expenditures	 \$ (6,123,850)	 \$ (2,048,688)		 \$ (2,825,985)	 \$ 868,828	
 Beginning Fund Balance	 <u>6,123,850</u>	 <u>6,908,603</u>	 112.8%	 <u>2,825,985</u>	 <u>4,414,413</u>	 156.2%
 Fund Balance, March 31	 <u>\$ -</u>	 <u>\$ 4,859,915</u>		 <u>\$ -</u>	 <u>\$ 5,283,241</u>	

**Notes:**

The Insurance Fund is used to account for health benefits, worker's compensation and property/liability activity. The fund also includes reserves for the dental/vision and property liability self-insured programs.

The Facilities expenditures decrease in FY 2013-14 reflects the completion of the roof replacement at Crescent Valley High School that was planned for in the FY 2012-13 adopted budget.

The bleachers at CVHS were condemned and had to be replaced so normal school activities could continue.

Corvallis School District 509J  
 Schedule of Investments  
 March 31, 2014

Type of Investment	Investment Date	Maturity/ Call Date	No. of Days	Bond Equivalent Yield	Purchase Price	Par (Maturity) Value
Total Investments outside of Local Government Investment Pool:					\$ -	\$ -
				Average Annualized Rate		
<u>Local Government Investment Pool:</u>						
General Account				0.54%		\$ 35,593,602
Debt Service Account				0.54%		30
Subtotal LGIP <sup>1</sup>						<u>\$ 35,593,632</u>
<u>Local Government Investment Pool - Pension Bond Debt Service:</u>						
Pension Bond Debt Service Account: <sup>4</sup>				0.54%		<u>\$ 1,360,915</u>
<u>Total Investments</u>						<u>\$ 36,954,547</u>

1. The maximum amount (in any combination of accounts) that the Local Government Investment Pool (LGIP) allows in an account is \$45,405,443.
2. The PERS Bond Debt Service Account is outside of the LGIP limit, and collects the PERS intercept payments from the Basic School Fund for payment twice a year to the bond holders of the PERS bond debt.

Compliance with Investment Policy

Type of Investment	Maximum Percent of Portfolio per Policy	Current Percent
US Government-Sponsored Enterprises (Total):	90.0%	0.0%
US Treasury Obligations	100.0%	0.0%
Local Government Investment Pool	100.0%	100.0%
Bankers Acceptances	25.0%	0.0%
Repurchase Agreements	25.0%	0.0%
State and Local Government Securities	25.0%	0.0%
Time Certificates of Deposit & Collateralized Money Market	50.0%	0.0%
Commercial Paper (bonds and promissory notes issued by corporations)	10.0%	0.0%
TOTAL		100.00%

Benchmarks as of 3/31/14:

3-Month U. S. T-Bill bond equivalent yield:	0.03%
3-Mo. Jumbo CDs	0.03%

Corvallis School District 509J  
Schedule of Cash Disbursements greater than or equal to \$1,000  
For the period of March 1, 2014 - March 31, 2014

<u>Fund, Object, Vendor</u>	<u>Amount</u>	<u>Fund, Object, Vendor</u>	<u>Amount</u>
<b>100 - General Fund</b>	<b>\$ 943,310.91</b>	<b>100 - General Fund Continued</b>	
<b>Consumable Supplies and Materials</b>	<b>\$ 46,302.40</b>	<b>Postage</b>	<b>\$ 7,664.89</b>
COASTWIDE LABORATORIES	\$ 7,268.24	GARTEN SERVICES, INC	\$ 7,664.89
CORVALLIS POWER EQUIPMENT	\$ 2,410.65	<b>Telephone</b>	<b>\$ 4,555.31</b>
HOME DEPOT CREDIT SERVICES	\$ 1,054.19	AT&T MOBILITY-ACCT#837370420 (TECH)	\$ 1,547.58
PLATT ELECTRIC SUPPLY CO	\$ 1,849.73	CENTURYLINK.	\$ 3,007.73
OFFICE MAX	\$ 6,745.75	<b>Garbage</b>	<b>\$ 19,477.78</b>
WELLS FARGO REMITTANCE CENTER	\$ 2,018.88	REPUBLIC SERVICES	\$ 19,477.78
SCHOOL SPECIALTY	\$ 4,689.89	<b>Fuel</b>	<b>\$ 61,104.47</b>
MICONROLS, INC	\$ 3,450.94	BENTON COUNTY PUBLIC WORKS	\$ 3,694.30
APPLE, INC	\$ 2,790.00	NW NATURAL	\$ 57,410.17
CHOWN HARDWARE	\$ 1,757.99	<b>Water and Sewage</b>	<b>\$ 22,150.40</b>
CORVALLIS FLOOR COVERING INC	\$ 1,007.00	CITY OF CORVALLIS	\$ 22,150.40
GRAINGER	\$ 1,666.88	<b>Electricity</b>	<b>\$ 76,116.18</b>
JW PEPPER & SON INC	\$ 1,096.26	PACIFIC POWER AND LIGHT	\$ 49,893.00
KING OFFICE EQUIPMENT INC	\$ 1,573.80	CONSUMERS POWER INC	\$ 26,223.18
WILLAMETTE SAW SERVICE	\$ 3,049.75	<b>Non-reimbursable Student Transportation</b>	<b>\$ 6,833.34</b>
JOSTENS INC	\$ 1,930.74	CITY OF CORVALLIS_	\$ 6,833.34
K-LOG INC	\$ 1,941.71	<b>Instructional, Professional and Technical S</b>	<b>\$ 83,847.88</b>
<b>Other Non-instructional Professional and T</b>	<b>\$ 19,298.15</b>	LINN BENTON COMMUNITY COLLEGE	\$ 47,672.00
MAXIM HEALTHCARE SERVICES	\$ 15,199.65	KELLOGG, MELEA	\$ 7,244.88
NORTHWEST REGIONAL EDU SERVICE DIST	\$ 4,098.50	WASHINGTON STATE SCHOOL FOR THE BLI	\$ 7,581.00
<b>Printing and Binding</b>	<b>\$ 3,170.25</b>	GATEWAY ACADEMY, LLC	\$ 21,350.00
HENDERSONS OFFICE SYSTEMS	\$ 1,431.43	<b>Library Books</b>	<b>\$ 1,804.66</b>
OREGON STATE UNIVERSITY PRINTING	\$ 1,738.82	PERMA-BOUND	\$ 1,804.66
<b>Reimbursable Student Transportation</b>	<b>\$ 451,138.08</b>	<b>Away HS Playoffs and/or Tournaments</b>	<b>\$ 7,176.66</b>
GO GET'EM TAXI AND TRANSPORT LLC	\$ 11,660.00	FIRST STUDENT INC	\$ 1,068.95
FIRST STUDENT INC	\$ 438,080.32	COMFORT INN - COLUMBIA GORGE GATEV	\$ 1,032.40
MINDY DYE	\$ 1,397.76	Garrison, Gregory J	\$ 1,227.00
<b>Rentals</b>	<b>\$ 2,990.04</b>	HOLIDAY INN - GRESHAM	\$ 1,282.50
CORVALLIS RENTAL INC	\$ 2,990.04	PHOENIX INN - EUGENE	\$ 2,565.81
<b>Repairs and Maintenance Services</b>	<b>\$ 33,764.37</b>	<b>Copier Charges</b>	<b>\$ 16,446.12</b>
BENTON COUNTY PUBLIC WORKS	\$ 3,077.22	OREGON STATE UNIVERSITY PRINTING	\$ 16,446.12
REYNOLDS ELECTRIC, INC.	\$ 3,993.56	<b>Other Communication Services</b>	<b>\$ 15,415.72</b>
SYNERGY SECURITY SOLUTIONS	\$ 2,124.80	CENTURYLINK.	\$ 1,340.98
ADVANCED WOODCRAFT	\$ 2,670.00	COMCAST/INSTITUTIONAL NETWORKS	\$ 14,074.74
CAMPBELL CONSTRUCTION NW	\$ 1,156.25	<b>Charter School Payments</b>	<b>\$ 45,140.71</b>
CHOWN HARDWARE	\$ 1,115.66	INAVALE COMMUNITY PARTNERS, INC	\$ 45,140.71
DIG-IT FENCING	\$ 4,750.00	<b>Equipment-like items \$1,000 - \$4,999</b>	<b>\$ 1,484.00</b>
MCGOVERN MAINTENANCE	\$ 4,400.00	PACIFIC OFFICE AUTOMATION	\$ 1,484.00
PACIFIC SPORTS TURF, INC	\$ 3,944.00	<b>Tuition Payments to Other Districts Within</b>	<b>\$ 17,429.50</b>
RUGH ELECTRIC MOTOR SERVICE	\$ 1,167.88	SALEM-KEIZER SCHOOL DISTRICT	\$ 17,429.50
SNYDER ROOFING	\$ 5,365.00		

<u>Fund, Object, Vendor</u>	<u>Amount</u>
<b>296 - Grants Fund</b>	<b>\$ 228,908.70</b>
<b>Consumable Supplies and Materials</b>	<b>\$ 14,162.82</b>
PEARSON EDUCATION INC	\$ 1,297.28
CDW GOVERNMENT INC	\$ 1,343.64
HOUGHTON MIFFLIN HARCOURT	\$ 1,925.90
ACP DIRECT	\$ 1,896.08
MICRON CONSUMER PRODUCTS GROUP, II	\$ 6,699.92
WALKER TRACKER	\$ 1,000.00
<b>Other Non-instructional Professional and Technical</b>	<b>\$ 44,182.42</b>
BOYS & GIRLS CLUB OF CORVALLIS	\$ 44,182.42
<b>Travel, Out of District</b>	<b>\$ 9,061.46</b>
COSA	\$ 2,993.00
WELLS FARGO REMITTANCE CENTER	\$ 2,400.76
NCTE	\$ 1,000.00
NW REGIONAL NCTE CONFERENCE	\$ 1,225.00
COURTYARD BY MARRIOTT	\$ 1,442.70
<b>Non-reimbursable Student Transportation</b>	<b>\$ 10,443.30</b>
FIRST STUDENT INC	\$ 10,443.30
<b>Instructional, Professional and Technical Services</b>	<b>\$ 6,747.29</b>
LEBANON COMMUNITY SCHOOL DISTRICT	\$ 1,756.65
PHILOMATH SCHOOL DISTRICT 17J	\$ 4,990.64
<b>Technology Equip \$1,000 - \$4,999</b>	<b>\$ 144,311.41</b>
HEWLETT-PACKARD CORPORATION	\$ 144,311.41

<b>297 - Student Body Funds</b>	<b>\$ 104,010.44</b>
<b>Consumable Supplies and Materials</b>	<b>\$ 53,760.33</b>
WELLS FARGO REMITTANCE CENTER	\$ 2,734.95
COSTCO-ALBANY	\$ 1,788.28
LES & BOBS SPORTS AND APPAREL	\$ 9,313.90
SHIRT CIRCUIT	\$ 3,534.41
SEW ON	\$ 2,348.40
EASTBAY	\$ 1,764.40
FLASHTIMING LLC	\$ 1,560.00
FROMUTH TENNIS RUNNING FITNESS	\$ 1,749.26
HERFF JONES - YEARBOOKS	\$ 19,475.00
LEAPIN' LIZARDS PROMOTIONS	\$ 1,202.50
OTIS SPUNKMEYER/ARYZTA, INC.	\$ 1,184.80
VALLEY ATHLETICS	\$ 7,104.43
<b>Other Non-instructional Professional and Technical</b>	<b>\$ 8,780.50</b>
MID-VALLEY BASEBALL UMPIRE ASSOCIATION	\$ 7,541.50
OWLUA	\$ 1,239.00

<u>Fund, Object, Vendor</u>	<u>Amount</u>
<b>297 - Student Body Continued</b>	
<b>Travel, Student Out of District</b>	<b>\$ 22,502.63</b>
CARMIKE THEATER	\$ 1,268.75
HAMPTON INN & SUITES	\$ 3,052.00
HOLIDAY INN EXPRESS PORTLAND SE-CLAC	\$ 4,066.00
OHSLA	\$ 2,885.00
OREGON 4H CENTER	\$ 1,764.00
STEELE MEETING, INC	\$ 9,466.88
<b>Non-reimbursable Student Transportation</b>	<b>\$ 9,851.73</b>
FIRST STUDENT INC	\$ 7,856.73
MTR WESTERN	\$ 1,995.00
<b>Copier Charges</b>	<b>\$ 2,290.25</b>
OREGON STATE UNIVERSITY PRINTING	\$ 2,290.25
<b>Other Curricular Activities</b>	<b>\$ 6,825.00</b>
MID WILLAMETTE CONFERENCE	\$ 6,825.00
<b>204 - District Donation Fund</b>	<b>\$ 10,056.78</b>
<b>Consumable Supplies and Materials</b>	<b>\$ 7,237.58</b>
OFFICE MAX	\$ 1,425.65
COSTCO-ALBANY	\$ 1,180.81
ON TRACK	\$ 2,257.12
THE FAR POST SOCCER SUPPLY	\$ 2,374.00
<b>Travel, Student Out of District</b>	<b>\$ 2,819.20</b>
BOYS & GIRLS CLUB OF CORVALLIS	\$ 1,384.20
CAMP TADMOR	\$ 1,435.00

<b>203 - Food Service Fund</b>	<b>\$ 102,545.13</b>
<b>Food - Food Service Only</b>	<b>\$ 44,662.33</b>
LOCHMEAD DAIRY	\$ 27,970.71
DUCK DELIVERY PRODUCE INC	\$ 10,740.89
FRANZ FAMILY BAKERIES	\$ 4,565.00
SYSCO FOOD SERVICE	\$ 1,385.73
<b>Repairs and Maintenance Services</b>	<b>\$ 3,917.93</b>
BENTON COUNTY PUBLIC WORKS	\$ 1,806.15
RON'S SERVICE INC	\$ 2,111.78
<b>Fuel</b>	<b>\$ 1,674.44</b>
BENTON COUNTY PUBLIC WORKS	\$ 1,674.44
<b>Inventories</b>	<b>\$ 52,290.43</b>
COSTCO-ALBANY	\$ 1,812.98
FOOD SERVICE OF AMERICA	\$ 24,178.08
MCDONALD WHOLESALE CO	\$ 18,280.92
SYSCO FOOD SERVICE	\$ 6,799.58
NORTHWEST DISTRIBUTION SERVICES	\$ 1,218.87

<u>Fund, Object, Vendor</u>	<u>Amount</u>
<b>298 - Designated Revenue Fund</b>	<b>\$ 71,341.92</b>
<b>Consumable Supplies and Materials</b>	<b>\$ 17,316.92</b>
COASTWIDE LABORATORIES	\$ 3,172.17
SHIRT CIRCUIT	\$ 2,540.65
SCHOOL SPECIALTY	\$ 1,288.10
ADORAMA CAMERA	\$ 1,808.95
KING OFFICE EQUIPMENT INC	\$ 2,951.05
Andresen, Carol Ann S	\$ 5,556.00
<b>Other Non-instructional Professional and T</b>	<b>\$ 41,000.00</b>
OLD MILL CENTER	\$ 41,000.00
<b>Travel, Student Out of District</b>	<b>\$ 2,625.00</b>
Andresen, Carol Ann S	\$ 2,625.00
<b>Equipment \$5,000 and greater</b>	<b>\$ 10,400.00</b>
NORTHWEST TECHNICAL PRODUCTS	\$ 10,400.00
<b>601 - Insurance Fund</b>	<b>\$ 791,881.85</b>
<b>Consumable Supplies and Materials</b>	<b>\$ 1,303.08</b>
HOME DEPOT CREDIT SERVICES	\$ 1,303.08
<b>Other Non-instructional Professional and T</b>	<b>\$ 12,132.00</b>
BARKER-UERLINGS INSURANCE, INC	\$ 10,962.00
CORVALLIS CLINIC - OCCUPATIONAL MEDIC	\$ 1,170.00
<b>Other Insurance and Judgments</b>	<b>\$ 1,800.00</b>
Dugger, Christie L	\$ 1,800.00
<b>Group Insurance</b>	<b>\$ 776,646.77</b>
LIFEMAP ASSURANCE COMPANY	\$ 17,368.52
REGENCE BCBS OF OREGON	\$ 736,364.25
WILLAMETTE DENTAL GROUP (GROUP Z13	\$ 22,914.00
<b>208 - Construction Excise Tax &amp; Land Fund</b>	<b>\$ 2,841.88</b>
<b>Architect/Engineer Services</b>	<b>\$ 2,841.88</b>
DULL OLSON WEEKES ARCHITECTS P.C.	\$ 2,841.88
<b>Grand Total</b>	<b>\$ 2,254,897.61</b>



# Corvallis

SCHOOL DISTRICT

- X. EXECUTIVE SESSION - The Board will meet in Executive session at 5:15 p.m. under ORS 192.660(2)(d) – To consult with persons designated for labor negotiations, and under ORS 192.660(2)(e) – To consult with persons designated to negotiate real property transactions.

XI. ADJOURNMENT

\*All times are approximate.

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



# Corvallis

## SCHOOL DISTRICT

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

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

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

### Public Comment –

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

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

### Grievance Process - ORS 192.705

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

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

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