

**CHARTER FOR THE
ALSEA CHARTER SCHOOL
301 S 3rd St
Alsea, OR 97324**

THIS CHARTER FOR THE ALSEA CHARTER SCHOOL is entered into and executed on July 12, 2021 by and between the Board of the Alsea School District ("District") an Oregon school district, and the Alsea Charter School, ("ACS"), an Oregon K-12 Charter School.

RECITALS

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

WHEREAS, the Board held a public hearing on the provisions of the proposal in accordance with ORS 338.055 (1) and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, by board vote passed July 12, 2021, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to ACS and the District; and

WHEREAS, the Charter School Act requires that ACS and the District enter into this agreement to establish the charter under which the Alsea School District will operate as a public charter school; and

WHEREAS, the parties desire that the Alsea School District be authorized to continue to operate as a public charter school in accordance with the terms of this Charter and the Charter School Act;

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

"State" Means the State of Oregon and, as the context requires, Oregon's executive, judicial or legislative bodies and their agents and agencies.

Incorporation of Attachments and Interpretation of Conflicts. This charter application will be incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable state law and the provisions of the attachment, priority in interpretation shall be first given to federal and state law and administrative rules, then to the body of this Charter, and lastly, to the provisions of the hereto to be included: The Alsea School District Integrated Plan.

SECTION 3 - Term

Initial Term. This Charter application will be effective upon approval of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on June 30, 2026.

SECTION 4 - Educational Program and Curriculum

Age and Grade Range. Unless modified as provided herein, ACS shall provide instruction to students in grades K-12.

Curriculum.

General Requirements. ACS shall implement its instructional programs to include, at a minimum, mathematics, science, social science, language arts, physical education, health, vocational technology and agriculture, second language, and the arts. ACS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner consistent with state law.

State Standards. ACS agrees to develop and maintain curricular content that is articulated K-12 and aligned to the state standards in English, mathematics, science, and social science. Assessment tools for essential skills will be implemented and utilized. The program for the Arts will be developed as art and vocational technology. Physical education will include elementary and secondary grades. ACS will provide adequate course offerings to ensure all students the opportunity to accomplish essential skills and expanded options and receive a diploma upon successful completion of that course work and the required assessments. The educational program, pupil performance standards and curriculum designed and implemented by ACS shall meet or exceed applicable content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

English as a Second Language. ACS shall assess the English language proficiency of any students identified as coming from a non-English-speaking background, or whose first language is other than English. ACS shall provide English as a Second Language Program for such students as they qualify.

Participation in Extracurricular Activities of ACS. ACS students are eligible to participate in extracurricular activities provided by the Charter according to the eligibility requirements of OSAA (Oregon Schools Athletic Association) and District Student Activities Policy. ACS transfer students must comply with applicable OSAA rules before being eligible to participate in OSAA extracurricular activities.

Enrollment Numbers

Enrollment Target. Student enrollment shall be generally limited based on grade level as follows: K-12 range (23 students per classroom (K – 6) and per class (7 – 12)) with a total school enrollment cap of 300 students, with the exception that all students residing within the District shall be allowed to attend the Charter School.

Minimum Enrollment. The minimum enrollment shall be twenty-five full-time enrolled students. This estimated number of total students shall be established annually, as part of the budget preparation process, by the Budget committee, The Board of Directors, and District administrative staff.

Should student enrollment fall below this estimate of full-time enrolled students at any time during the year, the Board of Directors shall be notified. Subject to the limitations of the State requirements, and based on the circumstances of the reduced enrollment, the Board of Directors may consider what action, if any, will be taken.

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

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

Equitable Principles. Lottery selection shall be guided by recognizing the following order of priority for admission:

1. siblings of students who were enrolled at ACS during the previous year/years;
2. students who were on a waiting list, and have re-applied for admission;
3. non-resident students who are not eligible under categories 1 or 2.

The foregoing priority levels shall be applied in each year of enrollment with students within each level being selected, if necessary, by random lottery no later than June 1. Lottery dates shall be posted on the district website.

Waiting lists; Filling Vacancies. At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list. The exception to this will be Alsea resident students. During the ensuing school year prior to October 1, any vacancy which occurs shall be filled first from the waiting list, according to the same preferences as applied to the original lottery, and, after exhaustion of the waiting list, new applicants may be considered, on a first-come, first-served basis. No new non-resident students may be admitted for the current school year after October 1st.

Suspension and Expulsion. Discipline involving suspension and expulsion shall be achieved according to Oregon law and Alsea School District Policies. All ACS expulsion proceedings shall be administered according to Alsea School District policies appropriate to student age and/or grade level. Grounds for expulsion from ACS shall be consistent with state and federal law.

SECTION 8 - Administrative Services

Complaint Procedures. ACS shall operate under the current administrative process as followed by the Alsea School District for resolving public complaints against ACS, including complaints regarding curriculum.

Student Welfare and Safety. ACS shall comply with all regulations, and applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, state or federal health, sanitation or environmental regulation.

Health and Social Services. ACS may contact and contract with outside agencies for the delivery of health and social services for students. ACS shall inform the required authorities of any incident regarding child abuse and neglect, concurrent with state required reporting. ACS shall comply with state and federal law relating to medication administration to students.

Insurance Coverage Required. Alsea School District shall secure, retain and provide proof of the following insurance on behalf of the ACS: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance.

Coordination of Risk Management Activities. ACS agrees that it will report its risk with the Board of Directors. This will include the prompt reporting of any and all pending or threatening claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which ACS is named. ACS will report and keep records of all accidents and injuries occurring on District- owned property, a summary of these reports will be given to the Board of Directors.

Third-Party Contracts. ACS shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this Charter. All such contracts shall be entered into exclusively by the Alsea School District Board of Directors.

ADA/504 Obligations. ACS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. ACS may contract with the appropriate outside agency or organization for services or accommodations to meet ACS's legal obligations under these statutes.

Transportation. ACS students may obtain transportation through the student's parent/guardian or existing/new public school bus lines. Provisions of District home-to-

and District public records policy.

Accountability. ACS shall be accountable to the Board of Directors. All records established and maintained in accordance with the provisions of this Charter, ACS policy and federal and state law shall be open to inspection by the Board of Directors. ACS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the Board of Directors.

Policies. Designees of the ACS shall work with the Board of Directors to revise, as needed, the existing policies and procedures previously adopted by the Board of Directors or by its administrative manager with respect to any matter relating to its operations and educational programs. The Board of Directors may approve the use of assistance from outside agencies or organizations for this purpose.

SECTION 10 - Financial Management, Funding, Reporting and Accountability

Operational Powers. In as much as ACS will be the sole entity and subject to the conditions and provisions of this Charter, ACS, through the Board of Directors and the Superintendent as Chief Operating Officer, shall be fiscally responsible for its operations.

District Funding.

Base Level Funding. In as much as ACS will be the sole existing entity it is understood that the entire amount of funding provided from all sources will be converted to use by ACS.

Gifts, Donations and Grants. In addition, ACS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that ACS solicits funding from any source it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ACS shall include all gifts, donations, and grants in its financial reports.

Budget. ACS shall prepare a budget within the guidelines of state law.

Financial Records, Audits and Accounting Reports.

Standards. ACS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and generally accepted accounting principles ("GAAP"),

Periodic Reports. ACS will provide the Board of Directors with copies of its monthly, quarterly and fiscal year annual accounting reports. ACS shall provide the Board of Directors with a copy of its cash- flow projections for each Fiscal Year and notify the Board of Directors of any unexpected event or circumstance that will impact the cash flow of the District.

Annual Audit. ACS will arrange an annual audit of ACS's accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. ACS will provide the Board of Directors with a copy of the audit during the financial review or in its annual report, whichever comes first.

Annual Financial Review. Designated ACS staff and the Board of Directors shall review the operations, financial and otherwise, of ACS at least annually.

- I. **Substitutes.** ACS will be responsible for providing coverage for all ACS teachers requiring substitutes in accordance with existing practices, policies and state rule and law.
- J. **Licensure.** Up to fifty (50%) of full-time equivalency of ACS core teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission).
- K. **Professional Development.** ACS shall provide professional development opportunities to ACS staff as provided for in District policy, state law, and any applicable collective bargaining agreements. ACS may collaborate with the other agencies or organizations for joint professional development opportunities.
- L. **Teacher Standards & Practices Commission (TSPC) Obligation.** ACS shall meet any and all qualifications and reporting obligations to TSPC regarding its employees.
- M. **Criminal Background Checks.** ACS shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223.

SECTION 12 - Termination

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

- A. **Termination by Board of Directors Subject to 60-Day Notice.** The Board of Directors may terminate this Charter upon not less than sixty (60) days prior written notice to ACS upon the occurrence of one of the following events:
 - 1. **Breach of Contract.** Breach by ACS of any material term or condition of this Charter, other than a breach or condition described in subsection 12(c), which continues for more than thirty (30) days after ACS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents it cure within thirty day, then this Charter may not be terminated if within the thirty-day period, ACS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion. Material terms and conditions include, but shall not be limited to:
 - Breach of any condition or requirement set forth in the Charter School Act or any state or federal law applicable to ACS under ORS 338.115 of the Charter School Act;
 - Failure to maintain any insurance required by this Charter;
 - If any of the conditions in ORS 338.105 (1)(a-f) apply.
 - 2. **Financial Instability.** ACS shall be deemed financially unstable only upon its failure to pay its debts when due and payable, or upon the filing in any state or federal bankruptcy court of any claim for relief from its creditors, or if litigation shall be

and to the extent permitted by law, in the event of a termination of this Charter, all assets, equipment, supplies and other items provided to ACS which were the sole property of the Alsea School District prior to this Charter or were added after the fact with funds not a part of public charter school funds or are of a nature that their loss or absence would prevent the operation of the District or its programs after termination of this charter, shall be returned or retained by the Alsea School District.

SECTION 13 - Status of Parties/Governance

In as much as ACS will be the sole existing party, acts of ACS shall be binding. ACS shall have the full authority to enter into contracts and agreements necessary for the operation of ACS to the extent as the district has allowed any school past or present to do and to exercise additional powers granted by ACS by the Charter School Act and State law.

Board of Directors acceptance of Liability. The parties to this Charter expressly acknowledge that ACS is operating as the agent, and under the direction and control, of the Board of Directors. The Board of Directors assumes that liability normally associated with Boards of other Oregon public schools for any loss or injury resulting from, including, but not limited to any loss arising from: The acts or omissions of the ACS, its directors, trustees, agents or employees; The use and occupancy of the building occupied by ACS or any matter in connection with the condition of such building; or any debt or contractual obligation incurred by the ACS.

SECTION 14 - Indemnification

In as much as ACS will be the sole existing entity and as such has no other party to indemnify this section is null and void.

SECTION 15 - Dispute Resolution

In matters related to disputes between the Board of Directors and the Charter School, the parties agree that the State Board of Education or its designated representative shall act as arbitrator, or other such agency as shall be established by law.

SECTION 16. Miscellaneous Provisions

- A. Entire Agreement.** This Charter, with appendices and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- B. Governing Law.** This Charter shall be governed by, subject to and constructed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- C. Assignment.** This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the Charter granted by this Charter runs solely and exclusively to ACS as a public Charter School sponsored by the Board of Directors.

SECTION 19. ACS Authority to Enter into Contract

The Alsea Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of ACS and that the Alsea School District has duly approved this Charter. ACS shall provide a copy of its written resolution authorizing ACS to enter into this Charter.

In Witness Whereof, the parties have executed this Charter/Contract as of the date below.

**Board of Directors
Alsea School District**

By: *Risteen Fallett*
Alsea School Board Chair

Date: Jan 30 2025

**Superintendent
Alsea School District**

By: *Krista Nienath*
Alsea School District Superintendent

Date: Jan 31 2025