

DAYS CREEK CHARTER SCHOOL

CHARTER

Adopted by Agreement with Douglas County School District #15

TEN YEAR RENEWAL: November 2016 – November 2026

APPROVED by unanimous vote of the Charter Board, 11.09.2016

APPROVED by unanimous vote of the District Board, 11.14.2016

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CHARTER FOR THE DAYS CREEK CHARTER SCHOOL

This Charter for the Days Creek Charter School (this “Charter”), is made and entered into as of its date of execution by and between the Board of the Douglas County School District #15 (“District”), an Oregon common school district, and Days Creek Charter School (“DCCS”), an Oregon nonprofit public benefit corporation.

RECITALS

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

WHEREAS, on July 1, 2015, the Days Creek School District 15 became a Charter District pursuant to ORS 338.035(2)(b); and

WHEREAS, on, April 18, 2016, DCCS submitted a renewal request to the District for a period of ten (10) years; and

WHEREAS, the District Board held a public hearing on the renewal request in accordance with state charter school law and school district policy and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, the District Board conditionally granted the renewal application on July 11, 2016, contingent upon the negotiation and execution of a contract acceptable to DCCS and the District; and

WHEREAS, the Charter School Act requires that DCCS and the District enter into this agreement under which DCCS will operate as a public charter district; and

WHEREAS, the parties desire that DCCS be authorized to operate a public charter district 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, covenants and payments herein described, the parties agree as follows:

SECTION 1. CREATION OF CHARTER; NATURE, POWER AND PURPOSE OF DCCS.

(A) NAME, PURPOSE.

This agreement between DCCS and the District (this “Charter”) renews a public school charter under ORS 338.065 and shall be known as the “Days Creek Charter School Charter.” This Charter acts as the legal authorization for the establishment of DCCS as a public charter school under the Charter School Act. This Charter shall be legally binding on both the District and DCCS and their permitted successors, heirs and assigns.

(B) POWERS.

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

(C) CORPORATE STATUS AND GOVERNANCE.

DCCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with State laws concerning ethics and conflicts of interest of public officers. DCCS shall provide the District with a copy of any amendments to its articles and bylaws.

(D) PUBLIC NATURE.

DCCS shall have no power to levy taxes or to issue bonds for which the public is or may become liable. Statutes and rules that apply only to school district boards, school districts or other public schools do not apply to public charter schools. However, the laws and rules listed in ORS 338.115 shall apply to DCCS.

(E) WAIVER.

As provided in ORS 338.025(2), DCCS may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. DCCS 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.

(F) MISSION AND VISION.

The Days Creek Charter School mission statement: Inspire and develop LEARNERS, THINKERS and LEADERS.
The Days Creek Charter School vision statement: To Challenge every student to pursue excellence every day.

We envision a school characterized by

- Rigorous academics
- An enriched program of electives
- Practical application of skills through on and off-site learning activities
- Preparation for post-secondary education and/or career development including skills of initiative and independence
- Mentorship of a caring and supportive faculty
- Curriculum options with a focus on natural resources
- Service to the community

(G) NONRELIGIOUS AND NONDISCRIMINATION POLICY.

DCCS covenants that all of its charter school activities shall be governed by its nonreligious and nondiscrimination policy. The educational program of DCCS shall be nonreligious and nonsectarian. As provided in ORS 338.125(2), DCCS may not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level. Sexual orientation is defined by Oregon law as an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth. DCCS will comply with all applicable federal and State laws, rules and regulations regarding nondiscrimination.

SECTION 2. INTERPRETATION; INTEGRATION.

(A) DEFINITIONS.

Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

"Admission" means that a student has been formally accepted as a student at DCCS and has enrolled with DCCS in accordance with the DCCS admission policies and procedures.

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

"DCCS" means, as the context requires, the Days Creek Charter School, an Oregon nonprofit corporation formed for the purpose of operating all schools within the District, to be known as the "Days Creek Charter School".

"DCCS Board" means the board of directors of DCCS.

"Department" means the Oregon Department of Education.

"District" means the Douglas County School District 15.

"District Board" means the District's School Board.

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

"Full-time Enrolled Student" means a student attending DCCS for all non-special education course offerings and curriculum programs.

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

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

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

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

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

(B) INCORPORATION OF ATTACHMENTS AND INTERPRETATION OF CONFLICTS.

This Charter includes the following appendices, exhibits and attachments, all of which are hereby incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable State law and the provisions of any appendix, attachment or exhibit, priority in interpretation shall be first given to federal and State law and administrative rules, then to the body of this Charter and lastly to the provisions of the attachments and exhibits hereto:

[Appendix A](#) [Funding and Administration of Special Education Student Services](#)

[Appendix B](#) [Schedule of Rates and Contract Services Available from District](#)

SECTION 3. TERM.

(A) INITIAL TERM.

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

(B) RENEWAL.

Renewal of this Agreement will be governed by ORS 338.065.

SECTION 4. EDUCATIONAL PROGRAM AND CURRICULUM.

(A) GRADE RANGE.

DCCS shall provide instruction to students in grades K-12.

(B) CURRICULUM.

(1) GENERAL REQUIREMENTS.

The District agrees that its curricular requirements shall not apply to DCCS, to the extent permitted by State law, but that DCCS shall implement its instructional programs to include, at a minimum, mathematics, science, language skills, physical education and the arts. DCCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner which is consistent with State law. The DCCS Board shall authorize textbook, curriculum, and planned course adoptions for its programs in accordance with State law and District policies.

(2) STATE STANDARDS.

DCCS agrees to comply with all State requirements concerning academic content. The educational program, pupil performance standards and curriculum designed and implemented by DCCS shall meet or exceed any content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

(3) ENGLISH LANGUAGE LEARNERS.

DCCS shall assess the English language proficiency of all students identified as coming from a

non-English-speaking background, or whose first language is other than English, and shall provide bilingual education or an “English as a Second Language” program for such students. DCCS will provide any special services that are required for English-as-a-second-language students pursuant to District policy and State and federal law. DCCS may contract with the District for the provision of these services as set forth in Appendix B to this Charter.

(4) PARTICIPATION IN EXTRACURRICULAR ACTIVITIES OF DISTRICT.

DCCS students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident DCCS students must comply with applicable OSAA (Oregon State Activities Association) rules before being eligible to participate in extracurricular activities in a District school.

(c) INNOVATIVE TEACHING TECHNIQUES.

DCCS will achieve its mission and goals through the use of innovative teaching techniques to create an active and flexible learning environment. Subject to applicable State and federal laws, the District shall allow DCCS to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy.

SECTION 5. OPENING DATE AND SCHOOL CALENDAR; TUITION; ADMISSION AND ENROLLMENT.

(A) SCHOOL CALENDAR.

The DCCS school year and attendance schedule will coincide with the school year and attendance schedule of the District and comply with OAR 581-022-1620. The school day will be scheduled with the goal of accommodating transportation needs and families with children enrolled in both DCCS and District schools. Hours of operations must be established within 30 days of the District’s announcement of hours of operation or August 15, whichever comes later.

(B) TUITION.

DCCS will not charge tuition for programs, classes or courses of study which are part of the regular school program. DCCS may charge reasonable fees for instructional materials, after-school programs and student activities.

(c) INDIGENT STUDENTS.

DCCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and State law and DCCS policy. DCCS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and State law, if DCCS elects to provide breakfasts and lunches for students.

(D) ADMISSION AND ENROLLMENT.

(1) ELIGIBILITY; VOLUNTARY ENROLLMENT.

Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment and, under the conditions set forth herein, and as permitted by State law, students who reside outside of the District (“non-resident students”) may also be admitted. Enrollment of Special Education Students shall be the same as for students in general.

(2) ENROLLMENT NUMBERS.

A) GENERAL PROCEDURE.

Maximum student enrollment and the number of available enrollments for each grade level shall be determined annually by agreement of DCCS and the District.

B) MINIMUM ENROLLMENT.

The minimum enrollment shall be 25 full-time enrolled students. If student enrollment falls below 25 full-time enrolled students at any time during the year, the District must be notified. Subject to the limitations of State requirements, and based on the circumstances of the reduced enrollment, the District and DCCS will consider what action, if any, will be taken. This may include application for a waiver to the State or termination of this Charter for the current school year only.

C) NON-RESIDENT STUDENTS.

Non-resident students may be enrolled at DCCS. To the extent permitted by this Charter and State law, the enrollment of a non-resident at DCCS shall be guided by the following order of priority for admission: 1) non-resident students who were enrolled at DCCS in the previous year; (2) siblings of students who were enrolled at DCCS during the previous year and will be returning to DCCS for the current year; (3) students who were on a waiting list in the previous year and have re-applied for admission; (4) other non-resident students. Non-resident students are enrolled and remain enrolled at the discretion of the district superintendent. Enrollment may be revoked for cause including but not limited to poor attendance, a lack of minimal academic achievement, and/or violations of behavior expectations. An appeal of revocation of enrollment may be brought to the charter board of directors in compliance with District complaint procedures. An appeal of the decision of the Charter board may be made to the District board of directors, also in compliance with District complaint procedures, whose decision is final. A non-resident student shall not be dropped from the DCCS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

SECTION 6. EDUCATION OF STUDENTS WITH DISABILITIES.

(A) APPLICATION AND ENROLLMENT.

(1) NON-DISCRIMINATION IN ENROLLMENT.

Under OAR 581-015-2075, when a child with an Individual Education Program (IEP) enrolls in a charter school, the District, in consultation with the parent, will provide a free appropriate public education until the District adopts the existing IEP or develops a new IEP.

(2) SPECIAL ENROLLMENT PROCEDURES.

Except as provided in this subsection, the procedures for application, enrollment and admission of a Special Education Student will be the same as for any other student. If the prospective Special Education Student is a non-resident, DCCS will contact the student's resident school district as soon as possible to provide notification of enrollment at DCCS and to request records. Enrollment in the charter school shall not be considered a "change in placement." When enrolling a child with an IEP, DCCS will not delay attendance by the student while the DCCS requests, and waits to receive, student education records. The District must identify, locate, evaluate, and serve children with disabilities attending the charter school in the same manner as it serves children with disabilities in its other schools, including but not limited to

providing supplementary and related services on site at DCCS to the same extent as it provides those services on-site at its other schools. The District shall maintain appropriate student records regarding special education services and establish notice requirements for when the student is no longer enrolled at DCCS.

(B) IDENTIFICATION OF STUDENTS ELIGIBLE FOR IEPs.

DCCS will ensure that at least one of its teaching staff will work with the District to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith. Any DCCS student referred for evaluation will remain enrolled at DCCS until his or her IEP Team determines that DCCS is not the appropriate District placement.

(C) ADMINISTRATION OF SPECIAL EDUCATION STUDENT IEPs.

The District will provide Special Education Services in accordance with federal law and contract with DCCS for the provision of these services. Guidelines for the provision of special education services are set forth in Appendix A.

SECTION 7. STUDENT PERFORMANCE.

(A) ACADEMICALLY LOW ACHIEVING STUDENTS.

DCCS shall identify academically low achieving students using proficiency-based assessments and shall provide its educational program to these students in a manner that best serves their needs.

(B) STUDENT PERFORMANCE.

(1) ASSESSMENT.

DCCS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485. DCCS shall administer the standardized State tests on the same schedule as the District. Testing at non-mandated grade levels may also be administered if allowed by the State.

(2) CORRECTIVE ACTION.

If state assessments at any grade level in any subject area establish that students are performing at levels one or more standard deviations below state average performance levels of schools in similar socio-economic status, DCCS shall create and implement a plan for the improvement of its program and teaching effectiveness in the relevant grades and subjects. The plan may require interventions for specific, individual teachers.

(C) STUDENT ATTENDANCE, CONDUCT AND DISCIPLINE.

(1) ATTENDANCE.

DCCS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District in writing upon request. Student attendance at DCCS shall be in compliance with Oregon's compulsory attendance laws.

(2) DISCIPLINE POLICIES.

DCCS shall adopt the discipline policies of the District, providing an age-specific code of conduct, rules, student rights and appeal procedures that comply with all State and federal laws. DCCS shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct and students rights policies in a location that is accessible to students and the public. DCCS will comply with discipline policies

as outlined in the Individuals with Disabilities Education Act where applicable, for special education students.

(3) **SUSPENSION AND EXPULSION.**

Discipline of students involving suspension and expulsion shall be achieved according to Oregon law. All DCCS expulsion proceedings shall be administered by the District, according to District policies appropriate to age level. Grounds for student expulsion from DCCS shall be consistent with expulsion policies of the District. The District shall be responsible for all costs associated with an expulsion hearing.

SECTION 8. ADMINISTRATIVE SERVICES.

(A) **COMPLAINT PROCEDURES.**

The complaints against DCCS will follow District complaint procedures, including complaints regarding curriculum.

(B) **STUDENT WELFARE AND SAFETY.**

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

(C) **HEALTH AND SOCIAL SERVICES.**

DCCS may contract with the District for the delivery of health and social services for students as set forth in Appendix B to this Charter.

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

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

(D) **INSURANCE.**

(1) **COVERAGE REQUIRED.**

The District shall secure, retain and provide proof of the following insurance for DCCS: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance. Each policy of insurance will be written as primary coverage, will name the District as an additional named insured and will be endorsed to require not less than thirty (30) days' prior written notice to the District's superintendent of any suspension, cancellation or reduction in coverage.

(2) **REQUIRED PROOF OF INSURANCE.**

Upon the request of the District's superintendent, the District shall secure certificates of insurance or other satisfactory proof evidencing coverage of the types set forth above.

(3) **COORDINATION OF RISK MANAGEMENT ACTIVITIES.**

DCCS agrees that it will report its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties are named.

(E) **THIRD -PARTY CONTRACTS.**

DCCS 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, unless DCCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District.

(F) ADA/504 OBLIGATIONS.

DCCS 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. DCCS may contract with the District for services or accommodations to meet DCCS's legal obligations under these statutes as set forth in Appendix B to this Charter.

(G) TRANSPORTATION.

DCCS students may obtain transportation through public school bus routes normally operating to and from District schools. Provision of in-District home-to-DCCS school transportation will be available from District on the days when District has students in attendance. DCCS may contract for special transportation services from District in accordance with Appendix B.

(H) DCCS SCHOOL BUILDING.

The District and DCCS agree that DCCS may be operated at the site of the Days Creek School. All premises, furnishings and equipment shall be transferred from the District to DCCS. In the event of termination of this Charter only those premises, furnishings and equipment purchased with charter implementation grant monies shall be redistributed under ORS 338.105(6). All other premises, furnishings and equipment shall return to the District or other such entity as shall be designated by the Board of Directors in accordance with District policy and applicable state and federal law.

(I) USE OF DISTRICT CONTRACTS.

DCCS shall be entitled, but not obligated, to purchase textbooks, equipment, materials and supplies through District's vendor contracts, without additional charge by District and upon approval of the vendor.

(J) DISTRICT'S CONTRACT SERVICES.

Non-essential services shall be provided to DCCS only by District agreement at DCCS's request. Appendix B shall be used to describe the services that may be purchased by DCCS from District. DCCS agrees that the District may amend Appendix B, from time to time, without consent of DCCS to add or delete services available to DCCS, and District agrees that its fees, charges and rates shall not exceed the amount necessary to reimburse it for its actual cost of providing the services.

SECTION 9. REPORTS.

(A) GENERAL.

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

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

(B) ANNUAL CHARTER SCHOOL ACT REPORT.

DCCS shall comply with all reporting requirements of the Charter School Act, including provision of any annual reports of DCCS and student performance to District and the State Board of Education.

(C) ACCOUNTABILITY.

DCCS shall be accountable to the District. All records established and maintained in accordance with the provisions of this Charter and federal and State law shall be open to inspection by the District. DCCS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice or request by the District.

(D) POLICIES.

DCCS shall operate in compliance with District policies, to the extent such policies are consistent with this Charter and apply to the operation of DCCS. In the event a District policy conflicts with this Charter or is inapplicable to DCCS's operations, the policy will not apply to the DCCS.

SECTION 10. FINANCIAL MANAGEMENT, FUNDING, REPORTING AND

ACCOUNTABILITY.

(A) DISTRICT FUNDING

(1) BASE LEVEL FUNDING. The entire amount of funding provided from all sources will be converted to use by DCCS. DCCS acknowledges that the amount of contracted services it receives from the District equals the amount of funding received by the District and therefore, such amounts will be deducted from disbursements due to DCCS pursuant to ORS 338.115 through ORS 338.165, resulting in a zero balance to be transferred to DCCS.

(2) GIFTS, DONATIONS AND GRANTS. In addition, DCCS 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 DCCS solicits funding from any source it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. DCCS shall include all gifts, donations, and grants in its financial reports.

(3) ADDITIONAL FUNDING OPPORTUNITIES.

The District and DCCS will consult for grant opportunities of mutual benefit and distribute resources proportionately from the awards.

(4) (B) FINANCIAL RECORDS, AUDITS AND ACCOUNTING REPORTS.

(1) STANDARDS.

The District shall establish, maintain and retain appropriate financial records for DCCS in accordance with all applicable federal, State and local laws, rules and regulations and generally accepted accounting principles ("GAAP").

(2) ANNUAL AUDIT.

The District will arrange for an annual audit of DCCS and District accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990.

SECTION 11. DCCS PERSONNEL PROCEDURES.

(A) DCCS AUTHORITY; STATUS OF DCCS EMPLOYEES.

The District shall be the employer of DCCS employees. Licensed and classified staff of DCCS will be included in the District's respective bargaining units. The District shall have the final decision-making authority for the selection and hiring, evaluation, discipline and dismissal of DCCS teaching, administrative and operations staff. The District Board and the DCCS Board shall collaborate in the hiring and evaluation of the Charter Director/District Superintendent as further described in Appendix C.

(B) PAYROLL.

Employees shall be paid through the payroll department of the District.

(C) BENEFITS.

The licensed and classified staff at DCCS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by the District. DCCS supervisory staff will receive benefits in accordance with their employment contracts.

(1) PERS.

As required by the Charter School Act, DCCS shall participate in the Public Employees Retirement System (PERS) for its employees.

(2) EMPLOYEE WELFARE AND SAFETY.

DCCS shall comply with applicable federal and State laws concerning employee welfare, safety and health issues.

(D) EMPLOYEE RECORDS.

The District shall be responsible for establishing and maintaining personnel records for DCCS employees in compliance with all applicable federal and State laws concerning the maintenance, retention and disclosure of employee records.

(E) PLACEMENT UPON REVOCATION OF CHARTER.

In the event of termination or non-renewal of this Charter, DCCS shall follow the reduction-in-force provisions in any applicable, collective bargaining agreements for licensed and classified employees or as otherwise provided by DCCS contracts with supervisory employees.

(F) SUBSTITUTES.

Substitute teachers for DCCS will be arranged through the AESOP service provided by the Douglas Educational Service District in accordance with regular District procedures. DCCS operating funds will be charged for the cost of this service.

(G) LICENSURE.

A minimum of fifty percent of full-time equivalency of DCCS teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission). Non-licensed teachers must be registered to teach by TSPC.

(H) PROFESSIONAL DEVELOPMENT.

The District shall provide opportunities for professional development to DCCS staff as provided for in District policy, State law, and any applicable collective bargaining agreements. DCCS may collaborate with the District for

joint professional development opportunities.

(I) **TEACHER STANDARDS & PRACTICES COMMISSION (TSPC) OBLIGATION.**

DCCS shall meet any and all reporting obligations to TSPC regarding its employees.

(J) **CRIMINAL BACKGROUND CHECKS.**

DCCS shall not knowingly employ any individual, or allow an individual to volunteer, for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses described in District Policy and Rule. The District will initiate all criminal background checks, as required by ORS 342.223.

SECTION 12. TERMINATION.

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

(A) **TERMINATION BY DISTRICT SUBJECT TO 60-DAY NOTICE.**

The District may terminate this Charter upon not less than sixty (60) days' prior written notice to DCCS upon the occurrence of one of the following events:

(1) **BREACH OF CHARTER.**

Breach by DCCS 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 DCCS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents its cure within thirty days, then this Charter may not be terminated if within the thirty- day period, DCCS 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:

- a. Breach of any condition or requirement set forth in the Charter School Act or any State or federal law applicable to DCCS under ORS 338.115 of the Charter School Act; or
- b. Failure to maintain any insurance required by this Charter.

(2) **FINANCIAL INSTABILITY.**

DCCS 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 commenced by its creditors. DCCS's failure to maintain its budget in relation to decreased enrollment shall require reconciliation between revenue and expenses with expenses not to exceed revenue.

(3) **FAILURE TO MAINTAIN MINIMUM ENROLLMENT.**

This Charter may be terminated if DCCS fails to maintain an enrollment of at least 25 full-time enrolled students.

(B) **NOTICE AND RIGHT OF APPEAL.**

The District shall notify DCCS at least 60 days prior to the proposed effective date of any termination under subsection 12(a). The notice shall state the grounds for the termination. The DCCS Board may request a hearing by the District's governing body by written request within ten (10) days of the notice of termination. DCCS may appeal

the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.

(c) **TERMINATION BY DISTRICT WITHOUT NOTICE.**

The District may terminate this charter immediately and close the DCCS school if the school is endangering the health or safety of DCCS students.

(1) **HEARING ON TERMINATION.**

The DCCS Board may, in writing, request a hearing from the District's governing body on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.

(2) **APPEAL TO BOARD OF EDUCATION.**

The DCCS Board may appeal a decision of the District under this subsection to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

(3) **SCHOOL CLOSURE PENDING APPEAL.**

Throughout the appeals process, DCCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open DCCS and not terminate this Charter.

(d) **TERMINATION BY DISTRICT FOR LACK OF FUNDING.**

The District may terminate this Charter at the end of a semester, and upon such notice as may reasonably be given, if the District should become unable to receive or remit State funding to DCCS as provided herein for reasons beyond the District's control.

(e) **TERMINATION BY DCCS.**

DCCS may only terminate this Charter, dissolve or close the DCCS school at the end of a semester with not less than 180 days' written notice prior to the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of the DCCS Board.

(f) **EFFECT OF TERMINATION.**

Termination of this Charter shall not abridge DCCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is terminated, all DCCS assets that were purchased with public funds shall be given to the State Board of Education. Notwithstanding the foregoing, and to the extent permitted by law, in the event of a termination of this Charter, all assets provided to DCCS which were the sole property of the District shall be returned to the District. Except for assets purchased with public funds or donated by the District, DCCS shall be entitled to keep any assets provided to DCCS through gifts, grants or donations other than from the District or the State and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and bylaws.

SECTION 13. STATUS OF PARTIES.

(A) **ACTS OF DCCS NOT BINDING ON DISTRICT.**

DCCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. DCCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that DCCS' authority to contract is limited to its own corporate powers and additional powers granted to DCCS by the

Charter School Act or State law.

(B) DISTRICT DISCLAIMER OF LIABILITY.

The parties to this Charter expressly acknowledge that DCCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to any loss arising from:

1. The acts or omissions of DCCS, its directors, trustees, agents or employees;
2. The use and occupancy of the building occupied by DCCS or any matter in connection with the condition of such building; or
3. Any debt or contractual obligation incurred by DCCS.

SECTION 14. INDEMNIFICATION.

(A) INDEMNIFICATION BY DCCS.

To the extent not covered by insurance or otherwise barred or limited by the Oregon Tort Claims Act in ORS Chapter 30, DCCS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from:

1. The possession, occupancy or use of any property by DCCS (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents;
2. Civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise directly out of or are in any manner connected with DCCS's operations.

DCCS agrees to indemnify, hold harmless and defend the District from all contract claims in which DCCS has obligated the District without the District's prior written approval, provided that the District shall deny liability for such obligation. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(B) INDEMNIFICATION BY DISTRICT.

To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold DCCS, 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 civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind which arise directly out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any DCCS 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 DCCS whose negligent or wrongful act or omission is caused or directed by DCCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Charter. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(C) SURVIVAL OF INDEMNIFICATION.

The obligations of either party hereunder to indemnify, defend and hold the other harmless shall survive the

termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. MISCELLANEOUS PROVISIONS.

(A) ENTIRE AGREEMENT.

This Charter, with appendices, addendums and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.

(B) GOVERNING LAW.

This Charter shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

(C) ASSIGNMENT.

This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the charter granted by this Charter runs solely and exclusively to DCCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of DCCS shall be deemed to be an assignment by DCCS.

(D) AMENDMENT.

(1) IN GENERAL.

Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between DCCS and the District Superintendent (or his/her designee).

(2) APPENDIX B.

The District may amend Appendix B, without consent of DCCS, by sending DCCS a copy of the amended Appendix B, stating its effective date and signed by the District Superintendent or designee, for the following purposes:

- a. To add new contract services that will be available from the District;
- b. To delete contract services, because such services are no longer provided by the District for its

own purposes; or

c. To reflect any increase or decrease in the fees, rates or other charges for the contract services required by an increase or decrease in the District's cost of providing the services.

(3) CHANGES IN LAW.

This Charter shall be automatically amended to include any amendment, deletion or change in law which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect DCCS, DCCS and the District shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.

(E) NO WAIVER.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

(F) SEVERABILITY.

If any provision of this contract is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.

SECTION 17. NOTICE; DESIGNATED REPRESENTATIVES.

(A) NOTICE.

Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgment of receipt) or one day after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

DAYS CREEK CHARTER SCHOOL
Attn: DCCS Board President
P.O. Box 10
Days Creek, OR 97429

DOUGLAS COUNTY SCHOOL DISTRICT #15
Attn: District Superintendent
P.O. Box 10
Days Creek, OR 97429

(b) Designated Representative.

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

DAYS CREEK CHARTER SCHOOL
Board President Ms. Diane Swingley
Phone: (541) 825 3352
FAX:
e-mail: dswingley@citlink.net

DOUGLAS COUNTY SCHOOL DISTRICT #15
District Superintendent Mr. Steve Woods
Phone: (541) 825-3296
FAX: (541) 825-3052
e-Mail: Steve.Woods@dayscreek.k12.or.us

SECTION 18. POWER OF DISTRICT LIAISON OR SUPERINTENDENT.

The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the District Board.

SECTION 19. DCCS AUTHORITY TO ENTER INTO CONTRACT.

DCCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of DCCS and that the Board of Directors of DCCS has duly approved of this Charter. DCCS shall provide a copy of its written resolution authorizing DCCS to enter into this Charter.

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

DOUGLAS COUNTY SCHOOL DISTRICT #15

DAYS CREEK CHARTER SCHOOL

By: *Kathleen Bennett*

School Board Chairperson

By: *Wiane C. Deringley*

DCCS Board Chairperson

Dated: *11/16/16*

Dated: *11/16/16*

APPENDIX A: ADMINISTRATION OF SPECIAL EDUCATION SERVICES

DCCS and the District will collaborate on policies and procedures designed to assure that all Special Education Students who apply for enrollment at DCCS receive appropriate educational services in the most favorable setting for the student. The parties recognize that there will be several methods or “delivery mechanisms” for providing these services, and that the specific types of special education service capabilities developed at DCCS will depend on the special needs of the Special Education Students enrolled at DCCS, changes in law, and advances in teaching materials and techniques.

DCCS and District agree to the following:

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

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

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

APPENDIX B: CONTRACTED SERVICES

- 1. Substitute Teachers and Staff.** DCCS will engage the Douglas Educational Service District AESOP substitute service in accordance with the District's participation in this service. DCCS shall pay the District's cost for substitute teachers and staff.
- 2. Health and Social Services to DCCS Students.** DCCS may contract with the District for Health and Social Services for DCCS students. DCCS shall pay the District's cost for these services.
- 3. Technology and Instructional Services.** DCCS may contract with the District for District technology services including state assessment tracking, talented and gifted evaluation and tracking, records for testing, student testing and evaluation, on a per pupil cost. DCCS may also contract with the District for DCCS involvement in District instructional program and courses at a per pupil cost.
- 4. District Services.** The District shall provide without charge to DCCS the services of the District purchasing agent, the District business manager, the District special education director and instructional assistants, the District athletic director, the District staff development coordinator, and the District tech director.
- 5. Special Transportation.** The District may, but shall not be obligated to, provide special transportation services for DCCS outside of its normal home to DCCS routes operating during District school days. Such special services might include, for example, transportation of students who reside outside of the District, transportation for special excursions or transportation on days when District schools are not in attendance. In such cases, the District will be entitled to reimbursement of all expenses related to the special transportation services in accordance with written agreements between the District and DCCS.
- 6. Miscellaneous Services.** DCCS and the District acknowledge that the list of services set forth herein is not exhaustive, and that DCCS may contract with the District for additional services. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that DCCS shall pay the District' cost of providing these services to DCCS.

APPENDIX C: Process for Hiring and Evaluation of Charter School Executive Director/District Superintendent

1. Hiring.

- a. Upon the parties' receipt of notice that they will have a vacancy in the Charter School Executive Director/District Superintendent position, the Days Creek District School Board ("District Board") will solicit bids for a superintendent search firm.
- b. The District Board will share the results of this bid process with the Days Creek Charter School Board ("Charter Board"). The Charter Board will review the bids and provide its recommendation to the District Board. The District Board will make the final decision on whether to retain a superintendent search firm and which search firm to retain.
- c. The District Board, in conjunction with the Charter Board, shall develop and adopt the standards, criteria and policy directives to be used in hiring the Charter School Executive Director/District Superintendent. Specifically, the District Board and the Charter Board will hold a joint board meeting in which these standards, criteria and policy directives are discussed in open session and the public is provided an opportunity to comment. The District Board will make the final decision regarding the standards, criteria and policy directives for the hiring of the Charter School Executive Director/District Superintendent following this joint board meeting.
- d. The District Board will provide the hiring files for the finalists for the Charter School Executive Director/District Superintendent to members of the Charter Board, with the exception of student representatives serving on the Charter Board. The Charter Board will provide its recommendations related to these finalists to the District Board. The Charter Board may establish a sub-committee of two board members to participate in the discussion of the District Board related to the final decision-making on the job offer. Both boards must adhere to the confidentiality guidelines established by the superintendent search firm, in compliance with public meeting and public record laws. The District Board will consider the Charter Board's recommendations, but will make the final decision on the hiring of the Charter School Executive Director/District Superintendent.

2. Evaluation.

- a. The members of the Charter Board, with the exception of student representatives serving on the Charter Board, will draft a summary evaluation document of the Charter School Executive Director/District Superintendent's performance to be provided to the District Board no later than February 15. The Charter Board's document will comply with the Charter School Executive Director/District Superintendent's contract and will be based on the administrative job description, any applicable standards of performance, District Board policy and progress in attaining any goals for the year established by the superintendent and/or the Charter Board.
- b. The District Board will review and consider the Charter Board's submission when drafting its evaluation document in compliance with District Board Policy CBG. The District Board will be the final decision maker on the Superintendent's Evaluation.