

Charter Contract

Between

V.I.B.E.S. Public Charter School

**Doing Business As
Kids Unlimited Academy,
A Public Charter School**

&

Medford School District 549C

July 1, 2019 - June 30, 2024

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CHARTER SCHOOL CONTRACT

THIS CONTRACT dated effective as of July 1, 2019 is made and entered into by and between the Medford School District 549C (“District”) and V.I.B.E.S. Public Charter School, Doing Business as Kids Unlimited Academy, A Public Charter School and Oregon nonprofit corporation (“KUA”).

RECITALS

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

WHEREAS, on December 19, 2018, a letter of intent to renew (attached and incorporated as Exhibit A) was submitted by KUA to District for the renewal of KUA as a charter school to operate within District; and

WHEREAS, the District School Board held a public hearing on February 25, 2019 on the provisions of the proposal in accordance with the ORS Chapter 338 and evaluated the criteria set forth in ORS Chapter 338; and

WHEREAS, THE RESOLUTION ADOPTED by the District Board on March 18, 2019, (which is attached and incorporated herein as Exhibit B), approved the renewal of the charter contingent upon the negotiation and execution of a contract acceptable to KUA and District; and

WHEREAS, this contract between KUA and the District, including the Exhibits, will constitute the full and complete agreement between the parties regarding the governance and operation of KUA; and

WHEREAS, the parties desire that KUA be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338;

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

CONTRACT

1. Grant of Charter

KUA is granted, in accordance with ORS Chapter 338 and the terms and conditions of this contract, a charter to operate a single public charter school located within the boundaries of the District as described herein.

2. Conditions Precedent to Grant of Charter

In order for KUA to operate as a public charter school sponsored by the District

under this charter contract, the following conditions shall be met on or before July 1, 2019:

- A. KUA shall have secured a facility, acceptable to the District and within the District boundaries, for students in grades K-8 and shall have obtained the appropriate and necessary occupancy and safety permits for the operation of a school at such facility. KUA shall submit proof of such permits to the District.
- B. KUA shall prepare and deliver to the District proof that the financial stability of the charter school is or will be maintained after facility and staffing costs are confirmed, and will provide updated facility and staffing costs for the 2019-2020 year once hiring has been completed. KUA shall deliver to the District a revised budget reflecting the amended facility and staffing costs.
- C. KUA shall provide at least twenty-five (25) requests for enrollment for the 2019-2020 school year and offer proof of those requests to the District.
- D. KUA shall be registered as a nonprofit corporation with the Oregon Secretary of State, shall have established bylaws and appointed a governing board, and shall have applied with the Internal Revenue Service for tax-exempt status as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and shall deliver proof of the same to the District.

3. Effective Date

This contract shall commence upon the execution of the contract, and shall expire on June 30, 2024, unless sooner terminated pursuant to the provisions herein.

4. Educational Program

A. Age and Grade Range

- (i) Beginning in September of the 2019-2020 school year, KUA shall provide instruction to students in grades K-8, with a maximum enrollment of 470 total students.
- (ii) In accordance with Medford School District policy, KUA shall only enroll a student in its kindergarten program if the student has reached the age of five (5) on or before September 1. KUA shall only enroll a student in its first grade program if the student has reached the age of six (6) on or before September 1 of the year the student is seeking enrollment.

- (iii) Exceptions may be made to (ii) above in accordance with any exceptions allowed by District board policy JEBA -Entrance Age.

B. Curriculum

District agrees to waive its curricular requirements, to the extent permitted by Oregon law, but subject to the provisions of this Section 4.B.

- (i) KUA shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this contract, in a manner which is consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum designed and implemented by KUA shall be aligned to, and meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.
- (iii) KUA agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) KUA's core curriculum materials offered to students/families will meet Oregon State Standards. KUA has provided to the District an outline of its core curriculum and educational program for the 2019-2020 school year, and will provide similar outlines on an annual basis, by no later than October 31st of each successive school year.
- (v) KUA shall adhere to the philosophy and mission, instructional program, goals and objectives, and curriculum as set forth in its revised charter proposal dated January 2013, (the terms of which are incorporated herein as Exhibit C) except as may otherwise be amended by the terms of this contract, and any fundamental changes thereto shall require the prior written consent and approval of the District. A "fundamental change" is defined as changing the academic focus of KUA, its philosophy or mission, or adopting a curriculum that does not meet District or state standards. The District, in its sole discretion, may approve or disapprove of any such fundamental change.
- (vi) KUA shall maintain and publish to their website a written policy for resolving complaints against KUA, including complaints regarding curriculum. A current copy of the policy shall be provided to the District prior to July 1, 2019, and revised copies will be provided to the District each time any changes are made to the policy.

C. Student Assessment/Graduation Requirements

- (i) All students enrolled and attending KUA shall participate and take part in all mandatory 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 and required of public schools to implement the Every Student Succeeds Act (ESSA) assessment requirements. KUA families will have access to opt out procedures in accordance with state law and district policies. All costs associated with administering and scoring the required assessments, as well as training, shall be paid for by KUA. If any of the assessments described herein are discontinued, the parties shall mutually agree on the assessment tool to be utilized by KUA to determine the student performance standards for KUA's students.
- (ii) KUA will conduct all assessments conducted by District.

D. Access to District Programs/Interscholastic Activities

- (i) KUA students are eligible to participate, in compliance with state law, in interscholastic activities that are (a) offered by District, (b) not part of KUA's comprehensive instructional program, and (c) for which District participates in and is sanctioned by the Southern Oregon Middle School Association (SOMSAC). KUA shall pay District a fee equal to five percent (5%) of the of District's General Purpose Grant per ADMw, as calculated under ORS 327.013, for each student that participates in a District interscholastic activity during any given school year. An additional 5% of the ADMw will be charged to attend a class required for participation in athletics or activities. The fee is per student, per year, regardless of the number of interscholastic activities the student may participate in during the year and is payable within sixty (60) days of when the student is added to the roster of an interscholastic activity. The District will bill KUA quarterly. In order to be eligible to participate, or continue to participate, in such interscholastic activities, students must adhere to state laws, District Board policies, and all other regulations and rules concerning conduct and discipline, including but not limited to SOMSAC rules and regulations, District eligibility requirements (such as enrollment in courses, attendance and code of conduct), and must demonstrate the requisite level of skill, as determined by the head coach, to make the team. KUA will provide information regarding student performance and conduct to District in a timely manner and on a recurring basis to confirm continuing student eligibility. In addition to the fee to be paid by KUA for its students participating in interscholastic activities under

this paragraph, students are also subject to any “pay to play” participation fees charged by District.

- (ii) Upon approval of the District, and provided that space and materials are available, KUA students will be allowed to participate in District programs within their resident attendance area school, such as physical education, instrumental and vocal music offerings or other selected options. Students must adhere to state laws, Board policies, regulations and rules concerning conduct and discipline and are subject to any fees and the district will retain the ADMw for any classroom services described in this paragraph, as allowed by law.
- (iii) District is not responsible for providing any transportation to or from KUA for students that may be participating in interscholastic or District programs as provided in this Section 4.D.

E. Records

- i. KUA shall comply with all record keeping requirements of state and federal law pertaining to student records and shall cooperate with the District by providing any reports or records to the District, as necessary, to meet the District’s reporting obligations to the Oregon Department of Education or the U.S. Department of Education. Student records 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 documents required under federal and state laws regarding the education of students with disabilities.
- ii. KUA shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law.
- iii. KUA shall maintain up-to-date student records including enrollment, attendance and behavior in the District 549C Student Information System (SIS). District will provide training to KUA for SIS, but shall not be responsible for obtaining or upgrading any computers or other hardware to enable KUA to access or use SIS.

F. Non-religious and Non-discrimination

- i. The educational program of KUA shall be non-religious and non-sectarian. KUA shall conform to all state and federal statutory and constitutional provisions prohibiting discrimination and shall not discriminate against any student or staff member on the basis of

race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, or political beliefs and/or affiliations.

- ii. KUA will take affirmative action to recruit a diverse student body. By January 31 of each school year, KUA will submit to the District a plan for school promotion and recruiting. This plan will identify planned promotion and/or recruiting activities and will include content that will be included in printed materials. In addition, by May 5 of each school year KUA will submit to the District a demographic report of the currently enrolled students. Demographic information should be included in the report in the areas of race/ethnicity, students with disabilities, economically disadvantaged, TAG, ELL, etc.

G. Open Enrollment

- i. Student enrollment in KUA shall be voluntary. All students, including students with disabilities, who reside in the District and meet legal age requirements applicable to a grade level will be eligible for enrollment if space is available.
- ii. As provided in ORS 338.125(2), if space is available, KUA may admit students who do not reside in the District. Within each phase of the enrollment process, preference will be given to residents of the District.
- iii. As provided in ORS 338.125(3)(b), KUA may give admissions preference to 1) students who were enrolled in the prior year, unless expelled and 2) applicants who have siblings who are presently enrolled and who were enrolled in the prior year. Any additional preferences not specifically outlined in laws governing charter school operation in the State of Oregon will require the submission of a waiver approved by the Oregon State Board of Education prior to implementation of said preference for admission status.
- iv. Maximum school enrollment for the 2019-2020 school year shall be 470 students. Maximum school enrollment and expansion during subsequent years shall be negotiated with the District.
- v. If the maximum enrollment set forth in Section 4.G.iv is met, a lottery process will be implemented conforming to ORS Chapter 338. Using the lottery process at the end of each enrollment period (as defined in the enrollment materials), KUA shall establish a waiting list of students who shall be offered the opportunity to enroll at KUA if additional space later becomes available. The waiting list shall carry over to subsequent years.
- vi. KUA shall not permit concurrent enrollment of any student at both KUA and another public or non-public school.

- vii. The minimum enrollment for each school year shall be 25 full-time students. The District shall have the right to terminate this contract at a semester break if student enrollment in KUA falls and remains under 25 students for twenty (20) or more days during any school year, as provided in ORS Chapter 338. For purposes of this contract, “full-time student” means a student who is receiving more than one-half of his/her instructional program at KUA.

H. Notices for Enrollment and Withdrawal of Non-Resident Students

- (i) KUA shall provide the District with written notice of the enrollment of any student who does not reside within the District. Such notice shall be provided within ten (10) days of the enrollment. Within ten (10) days after receiving such notice, the District shall provide to the student’s parent, legal guardian or person in parental relationship written information about:
 - a. The District’s responsibility to identify, locate and evaluate students enrolled in KUA to determine which students may be in need of special education and related services as provided by ORS 338.165; and
 - b. The methods by which the District may be contacted to answer questions or provide information related to special education and related services.
- (ii) KUA shall provide the District with written notice of the withdrawal from KUA of any student who does not reside within the District. Such notice shall be provided within five (5) business days of the withdrawal. Within five (5) business days after receiving such notice, the District shall:
 - a. Provide to the school district in which the student resides written notice that the student has withdrawn.
 - b. Provide to the student’s parent, legal guardian or person in parental relationship written information about:
 - 1. The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and
 - 2. The methods by which the school district in which the student resides may be contacted to answer questions

or provide information related to special education and related services.

I. Student Attendance, Conduct and Discipline

- (i) KUA shall implement a system of uniform student discipline consistent with Oregon law. A current copy of the adopted discipline policy shall be provided to the District prior to July 1, 2019, and revised copies will be provided to the District each time any changes are made to the policy.
- (ii) KUA shall notify its students and parents of the student rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this contract. Student rights and responsibilities will also be published in the parent handbook.
- (iii) KUA shall maintain up-to-date enrollment information using District student information system. Enrollment information shall be entered no later than the close of the day the student starts in classes, and attendance information shall be entered on a daily basis.
- (iv) KUA shall notify the district in which the student resides immediately upon the expulsion of a student from KUA and provide a copy of the written expulsion notice. All suspension and expulsion records shall be entered in the District student information system and a detailed written notice of student expulsions provided to the District within 3 business days of the event.
- (v) KUA 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.
- (vi) Truancy - Student attendance at KUA will be in compliance with Oregon compulsory attendance laws. Per state law, KUA shall drop any student who is unaccounted for after 10 consecutive school days. Staff will make every available attempt to locate a student's whereabouts prior to dropping the student. The administrator of KUA shall take any necessary steps, allowed by law, to address the student's truancy.

J. Education of Special Populations

(i) Education of Talented and Gifted Students

KUA shall comply with ORS 343.391 - 343.413 and administrative

rules adopted by the State Board of Education for implementing these statutes. KUA will provide identified TAG students with instruction commensurate with their rate and level of learning.

(ii) Education of English Language Learners

KUA shall identify ELL students and provide them with language acquisition by a qualified instructor. KUA may contract with the District for these services and thus the District would retain the additional ADM for that service.

(iii) Education of Students with Disabilities

a. Special Education

1. KUA will include the following notification in the parent/student handbook, website, and other parent materials.

The Medford School District has the responsibility to identify, locate, and evaluate to determine a student's needs for special education and related services and to provide those special education services at the charter school. The Medford School District holds this responsibility for all students enrolled in a district-sponsored charter school, regardless of where the student resides.

If you have questions about special education evaluations and services, please contact the Medford School District's Special Education and Student Services Office at 541.842.3628.

2. Upon application and completion of registration packet by a student with a disability at KUA, it will notify the resident district of student enrollment by requesting records, including special education records, from the previous school. The District, as the sponsoring district, will convene an Individualized Education Program (IEP) meeting with individuals knowledgeable about the student to evaluate the student's individual needs and to determine an appropriate placement for the student. The parent, school, and District staff will be included in this meeting.
3. Students with disabilities admitted to KUA shall be afforded the same opportunities to be appropriately placed as if the student was admitted to a traditional public school within the District.

4. If the IEP team determines the student's educational needs cannot be met at KUA, an alternate placement will be recommended in a traditional public school with the resident district.
5. Students with disabilities who are enrolled in KUA shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, Oregon Administrative Rules (OARs), and the District's School Board Policies and procedures related to special education. Copies of the District's policies and procedures will be provided to KUA.
6. The District Board Policies related to students with disabilities that will be adhered to by KUA include, but are not limited to

I.GBAE/ I.GBAE-AR—Special Education:
Participation in Regular Education Programs

J.GDA/ J.GDA-AR—Discipline of
Students With Disabilities

7. The District Special Education Procedures related to students with disabilities that will be adhered to by KUA in collaboration with the District include, but are not limited to:
 1. Child Find,
 2. Pre-Referral Process,
 3. Screenings for Students Not Eligible for Special Education,
 4. Request for Special Education Evaluation,
 5. Individualized Education Program, and
 6. Student Behavior and Discipline
8. The District, as the sponsoring district, is the responsible party to provide a Free Appropriate Public Education (FAPE) to each eligible student with a

disability enrolled in KUA. All special education and related services will be provided on site at KUA, unless the District, KUA, and parents agree to other arrangements. KUA shall be responsible to implement the accommodations and modifications as outlined in the student's IEP.

9. Transportation for special education students will only be provided to a student attending KUA if it is based on student need and is documented as a related service on the student's IEP.

(iv) Section 504

KUA will provide reasonable accommodations to students with a physical or mental impairment that substantially limits a major life activity if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. KUA shall prepare a 504 Accommodation Plan for all such students who do not have an IEP in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

(v) Training Related to Special Education and Section 504

KUA may request training related to special education, students with disabilities, and Section 504, at no charge, from District.

K. Tuition and Fees

KUA shall not charge tuition to students attending KUA. KUA shall not charge tuition for programs, classes or courses of study which are part of the regular school program. KUA may charge reasonable deposits and fees in accordance with ORS 339.155 for optional after-school programs and student activities.

L. Student Welfare and Safety

KUA shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the mandatory reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities and submit to the District a plan for training of staff in these areas as well as documentation of completion.

- (i) KUA is responsible for the reporting of child abuse and neglect in accordance with state law.

- (ii) KUA shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect.
- (iii) KUA shall comply with state and federal law relating to drug administration to students.
- (iv) KUA shall comply with OAR 548-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.
- (v) KUA shall participate in the safe schools online trainings offered by the District including child abuse reporting, bloodborne pathogens, etc. All staff will be trained by October 31 of each year.

M. School Year; School Day; Hours of Operation

KUA shall operate an instructional program in accordance with Section 4.B of this contract, unless otherwise stated in this contract. The school calendar shall be similar but may vary from the District's school calendar. KUA will meet or exceed all instructional hour requirements in OAR 581-022-1620. KUA will determine and publish its school calendar annually, and will provide a copy to the District and the public no later ten (10) business days after the Medford School District calendar has been approved.

If KUA plans to move to an extended year calendar, they will bring a proposal to the district by February of the year before the calendar would go into effect in order to negotiate legal impediments to the implementation of an extended year calendar, including but not limited to special education and transportation. An extended year calendar would need to be approved by both the KUA and MSD Boards or a status quo calendar would be implemented.

N. Alternative Education Model

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

5. Evaluation of Student Performance and Procedures for Corrective Action

- A. KUA shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with those set forth in this section, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this contract. KUA shall summarize its progress toward meeting these academic goals in the annual report to the District.

- B. KUA will assure that KUA will produce similar results in core subjects of students meeting or exceeding state and District academic performance standards for schools with similar demographics (Smarter Balanced, Oregon State grade-level benchmark assessments, Graduation rates) and that all KUA students will be encouraged to participate in the standard District-wide assessments per Oregon assessment procedures, and in accordance with state opt out laws.
- C. For purposes of Section 5, paragraph B of this contract, the following student groups shall be utilized when comparing student assessment scores:
 - (i) racial/ethnicity
 - (ii) students with disabilities
 - (iii) limited English proficient (LEP)
 - (iv) economically disadvantaged
 - (v) grade level

For purposes of this contract, student assessment scores shall be compared by student group when there are a statistically significant number of students in the group. The term “statistically significant” shall mean six (6) or more students.

- D. KUA will provide a School Improvement Plan (SIP) subject to District timelines and guidelines. The SIP shall include baseline data, improvement goals, an action plan and an evaluation of the school’s progress toward meeting its goals. If the percentage of KUA students meeting or exceeding the standards on the state assessment tests at any grade level is not at or above the percentage of the District’s students who meet or exceed the standards at that grade level for any year, KUA shall revise, subject to the District’s approval, the SIP, describing the actions that KUA will undertake to improve student achievement. The SIP will be updated annually and reviewed as a part of the District’s annual review of KUA.
- E. If, following any revisions under Section 5.D, above, KUA’s student assessment scores by group and grade level are not at or above the District’s assessment scores by group and grade level for a second consecutive year, then the District may take action to direct school improvement. If satisfactory improvement is not made, the district may take action to terminate this contract under Section 8, paragraph I of this contract.
- F. If KUA fails to follow any of the actions stated in any of the SIP as stated above the District shall issue a written notice to KUA that it must comply with

the terms of the SIP immediately. If, after fifteen (15) business days, KUA is not in compliance with the SIP, the District may begin the process of terminating KUA's operation as a public charter school under Section 8, paragraph I of this contract.

- G. KUA may request and the District will provide the District's average score for its students that have taken the statewide assessment within ten (10) business days of the District receiving those scores.

6. Economic Plan, Budget and Annual Audit

A. Funding

- (i) Except as provided in Section 6.A.(ii) of this contract, the District shall provide funding to KUA an amount per weighted average daily membership (ADMw) of KUA that is equal to 80 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for KUA students in grades kindergarten through eighth. Funding shall be determined based on monthly ADMw reports provided to the District by KUA, with an annual reconciliation after the District receives the final ADMw report from the Oregon Department of Education. So long as KUA is not in violation of ORS Chapter 338, this funding will be made available to KUA, commencing on the date set forth and according to the distribution schedule set forth in Section 6, paragraph C, subparagraph (vi) below. The District will adjust the funding to reflect the actual funded pupil count as of October 1 of each year. In addition, to the extent the District experiences any reduction or increase in its state funding, proportionate reductions or increases will be made to KUA by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to school districts.
- (ii) Pursuant to ORS 338.165, if a student is enrolled in KUA and is eligible for special education and related services, an additional amount shall be added to the ADM of KUA as described in ORS 327.013(1)(c)(A)(i). The payment per ADMw in KUA that is attributable to the student who is eligible for special education and related services shall equal an amount that is at least equal to 40% of the amount of the General Purpose Grant per ADMw for the District, as calculated under ORS 327.013, for students who are enrolled in first through eighth grade.
- (iii) The District shall provide funding to KUA consistent with the requirements of ORS 338.157.

- (iv) Any financial commitment on the part of the District contained in this contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund KUA operations except as expressly provided herein or in ORS Chapter 338.

- (v) EQUITY FUNDING

In the event District obtains supplemental funding, the District may establish an Equity Fund. Once funded, the District agrees that KUA is eligible for distribution of proceeds from the Equity Fund, assuming KUA demographics remain comparable to the district's "combined disadvantaged" rate for historically underserved groups based on race, home language, poverty, and disabilities. Any payment provided under this section is in addition to the payment calculated under section 6A(i-iv).

To be eligible for supplemental funding under this section, KUA will perform at or above District levels of achievement on statewide tests, compared to schools with similar demographics for Combined Disadvantaged, and meeting state growth expectation as reported on the state report card.

The District will create a formula for distribution of funds to all qualifying schools. In the event achievement or school demographics fall below the required minimums detailed above, KUA will not be eligible for supplemental Equity Fund distribution.

KUA will delineate the Equity Funding in their annual budget and restrict expenditures to approved activities. KUA will report annually to the District on how the funds were targeted and the impact of interventions based on mutually agreed upon metrics.

B. Budget

- (i) By April 15 of each year KUA shall submit to the District KUA's projected enrollment and proposed budget for the upcoming school year.
- (ii) On or before July 1 of each year, KUA shall submit to the District KUA adopted budget for the upcoming school year.
- (iii) KUA shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this contract.
- (iv) The fiscal year of KUA shall begin on July 1 of each year and end on June 30 of the subsequent to coincide with the District's fiscal year.

C. Financial Records, Audits and Accounting Reports

At all times, KUA shall maintain appropriate governance and managerial procedures and financial controls including, but without limitation, (a)

accounting and financial record keeping procedures which reflect Generally Accepted Accounting Principles (GAAP); (b) procedures for cash management, investment practices and financial reporting; (c) balance sheets reflecting assets, expenditures and liabilities; (d) segregation of duties for individuals performing cash management and investment practices; and (e) processes reflecting annual review of such systems by both KUA and the District. KUA's accounting methods shall be compatible with the budget and accounting system of the District, and shall comply in all instances with applicable governmental accounting requirements that explicitly apply to charter schools. In addition:

- (i) KUA agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. Within 60 days of the end of each month KUA shall submit to the District monthly income and expense reports, as well as a monthly balance sheet showing liabilities and assets. Upon request KUA will provide an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due within 10 days of the District's request to do so.
- (ii) KUA shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.998. KUA shall submit this audit, along with copies of letters from KUA's auditor to the KUA board of directors, to the District by October 15 of each year. In addition, KUA shall provide a copy of the audit report to Oregon Department of Education and the State Board of Education.
- (iii) KUA shall provide to the District, prior to July 1, 2013, its IRS Form 1023, Application For Tax-Exempt Status, and shall notify the District when such tax-exempt status has been obtained and of any further requests for information that may be received from the IRS in connection with such application. Upon receiving tax-exempt status, KUA shall provide to the District KUA's Internal Revenue Service Form 990 by November 15 of each year.
- (iv) KUA shall operate in accordance with generally-accepted accounting procedures (GAAP) or other generally-accepted standards of fiscal management, provided that KUA's accounting methods shall comply in all instances with applicable governmental accounting requirements.
- (v) KUA shall maintain up-to-date enrollment using the District SIS.
- (vi) The District shall distribute to KUA funds as determined in Section 6, paragraph A of this contract, in the following amounts on or before the following dates for each school year:

- July 25 - 16.66 percent
- August 25 - 8.33 percent
- September 25 - 8.33 percent
- October 25 - 8.33 percent
- November 25 - 8.33 percent
- December 25 - 8.33 percent
- January 25 - 8.33 percent
- February 25 - 8.33 percent
- March 25 - 8.33 percent
- April 25 - 8.33 percent
- May 25 - balance

- (a) An annual reconciliation adjustment per ODE final ADMw calculation will occur after the District receives the report.

The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this contract, the disbursement schedule of payments from the District to KUA shall be modified to reflect such changes. The District shall still be required to transfer the payment due KUA under this contract within ten (10) days of the receipt of such payment from the State School Fund.

- (vii) In the event that this contract is revoked, terminated or not renewed by the District, KUA shall refund to the District all unspent public funds that were given to KUA by the District other than the amount sufficient to cover all accrued, but unpaid expenses.
- (viii) The parties acknowledge that under ORS 338.155(9)(b) KUA is entitled to other state sources of funds, such as grants from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this contract and/or which

are not part of the state school fund formula. KUA will only be eligible to receive grant funds from the District if KUA students were used in grant application calculations and KUA is providing the services for students qualifying for funding.

- (ix) The parties acknowledge that under ORS 338.155(9)(a) KUA may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
- (x) KUA may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this contract. In the event that KUA solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. KUA shall annually report all gifts, donations and grants to the District by recording same in the financial records described in Section 6, paragraph C above.

D. Notwithstanding Section 6, paragraph A and Section 6, paragraph C, subparagraph (vi) of this contract, if KUA has not submitted the proposed budget, the adopted budget, the annual audit or any other financial information the District requests by the date KUA is to provide the information to the District, the District shall withhold any and all State School Fund payments to KUA until the information is received by the District.

7. Building and Facilities

- A. KUA will be located at a school facility within the District boundaries. Currently, KUA's proposed facility is located at 821 N. Riverside Avenue, Medford, Oregon 97501. KUA shall take the necessary steps to obtain and maintain in full force and effect throughout the term of this contract the appropriate and necessary occupancy permits and any other health and safety permits and approvals for the operation of a charter school at the facility. Certification of such permits and approvals shall be submitted to the District by September 1 of each year.
- B. KUA may change its physical location or obtain additional facilities within the District boundaries provided that KUA fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that KUA notifies the District of the proposed change in location or addition of facilities not less than thirty (30) calendar days prior to taking any final action in connection therewith.

8. Governance and Operation

KUA shall govern and operate the charter school as set forth in its application to the

extent permissible under federal and state law and subject to all conditions of this contract.

A. Corporate Status

- (i) KUA is registered as an Oregon nonprofit corporation and shall maintain in good standing with the Oregon Corporation Division as a nonprofit corporation for the term of this contract. In addition, by July 1, 2013 KUA applied with the IRS for status as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and, upon obtaining such tax-exempt status, shall maintain that status for the term of this contract. KUA shall not make any changes to its Articles of Incorporation or bylaws which would or could result in a fundamental change to the educational program or curriculum described in Section 4 of this contract without the prior written approval of the District. Within thirty (30) days after making any changes to its Articles of Incorporation or bylaws, KUA shall notify the District of any changes KUA makes to such documents. A current copy of the Articles of Incorporation and Bylaws, as amended, shall be provided to the District prior to July 1, 2019, and revised copies will be provided to the District each time any amendments are made. KUA shall also provide to the District prior to July 1, 2019 a current organizational chart and revised copies will be provided to the District each time any revisions are made.

B. Non-religious, Non-sectarian Status

KUA agrees that it shall operate in all respects as a non-sectarian, non-religious public charter school. KUA shall not be affiliated with any non-public sectarian school or religious organization.

C. Non-discrimination

KUA shall comply with all federal and state laws regarding non-discrimination, including without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, ancestry, marital status, political beliefs and/or affiliations, or sexual orientation.

D. Public Meeting and Public Records

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

KUA shall submit their School Board minutes to the district within two (2)

weeks after each meeting.

E. Operational Powers

Subject to the conditions and provisions of this contract, KUA through its Board of Directors shall be fiscally responsible for its own operations within limitations of any funding provided by the District and other revenues derived by KUA consistent with law.

- (i) KUA shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit corporations and charter schools so long as such powers are not inconsistent with the terms of this contract, including without limitations the following powers (and including such other powers as provided for elsewhere in this contract): making all personnel decisions, including hiring, firing and discipline of all teachers, supervisors, and staff; contract for goods and services necessary for the operation of KUA; prepare a budget; procure insurance and necessary bonds; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fund-raising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donors as are consistent with law and not contrary to any of the terms of this contract.
- (ii) Notwithstanding the above, unless purchased through the District, contractual services and purchases of supplies, materials and equipment purchased with public funds in excess of \$5,000.00 shall be procured through a system of competitive bidding as required by state and federal law.

F. Third Party Contracts

Except as may otherwise be prohibited by the terms of this contract or Oregon law, KUA may contract with third parties to provide personnel and services necessary for or incidental to the operation of KUA, including but not limited to the recruiting, hiring, and compensation of any such personnel, so long as:

- (i) KUA's governing board does not control the operations of the third party;
- (ii) KUA at all times maintains a right of control and final decision making authority over those decisions that involve the governmental function of providing a public education, including but not limited to the authority to develop and modify its curriculum, to ensure that

instruction is consistent with the approved curriculum, to make decisions affecting its students' access to education, including but not limited to disciplinary decisions, and to make decisions regarding the hiring, firing and discipline of all teachers, supervisors and staff providing services to KUA;

- (iii) KUA at all times maintains and provides procedural safeguards to affected members of the public in relation to those aspects of KUA's operations that constitute the governmental function of providing a public education, including but not limited to procedures to allow persons to seek redress from KUA as a result of the contractor's actions;
- (iv) Any third party personnel providing services to KUA under this Section 8.F shall be subject to, and KUA and such third party personnel shall comply with, all provisions of Sections 9.A, 9.B and 10.B of this contract to the same extent as if such personnel were KUA employees; and
- (v) As provided in Section 10.E of this contract, KUA agrees to defend, indemnify and hold the District free and harmless from any and all claims and/or liability of any kind or nature arising out of any such third party contracts entered into by KUA.

G. Annual Report and Review

- (i) By January 1 of each year, KUA shall prepare and submit to the District and the State Board of Education an annual report which will include, without limitation, the following:
 - (a) Information on the performance of the school overall, including summary enrollment levels, attendance rates, student conduct and discipline data, an analysis of the students' progress toward meeting academic goals and objectives, summary data on the accomplishment of the school's educational program and operational goals, an outline of goals for the upcoming year along with an action plan to achieve those goals and evaluation plan to measure attainment of those goals;
 - (b) The audit and financial statements required under Section 6 paragraph C of this contract, including proof of insurance;
 - (c) Policy development issues;
 - (d) Student discipline information; and

(e) Any other information the District reasonably deems necessary to demonstrate that KUA is in compliance with state and federal law and the terms of this contract.

(ii) District board and staff members may visit the KUA charter site at any time during operating hours. Pursuant to state law (currently ORS 338.095), the District or its designee will, at least annually, visit the KUA site and review KUA' compliance with the terms and provisions of this charter. The District will provide not less than five working days' prior notice of the annual site review

H. Term

(i) KUA's charter and this contract become effective on execution of the contract, assuming all conditions precedent enumerated in Section 2 of this contract have been met, and will last for a period of five (5) school years until June 30, 2024, subject to the provisions of Section 8.I, below.

I. Termination

(i) To the extent allowed by ORS Chapter 338 the District may revoke the charter and terminate this contract on any of the following grounds:

(a) Violation of or failure to meet and sustain any terms of this contract or ORS Chapter 338.

(b) Failure to meet the requirements for student performance stated in Section 5 of this contract.

(c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.

(d) Failure to maintain insurance as described in Section 10 of this contract.

(e) Failure to maintain financial stability.

(f) Failure to maintain, for two or more consecutive years, a sound financial management system.

(ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. KUA may appeal the District's decision to terminate the charter agreement directly to the District's Board and request a hearing prior to the expiration of the 60-day notice period. KUA may respond to the allegations in the District's written

notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. KUA has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, the District shall continue to make the funding payments under Section 6 of this contract to KUA.

- (iii) KUA shall only terminate this charter at the end of a semester. KUA shall notify the District in writing at least one hundred eighty (180) calendar days prior to the proposed effective date of termination, dissolution or closure of KUA.
- (iv) Notwithstanding anything to the contrary in Sections 8.I(i)-(iii), above, the District may terminate the charter immediately and close the school if KUA is endangering the health or safety of the students enrolled at KUA.
- (v) In the event of termination of KUA as a public charter school, all assets purchased with public funds given to KUA by the District in accordance with this contract shall be given to the State Board of Education in accordance with ORS 338.105(6). KUA held no assets prior to becoming a public charter school. KUA is entitled to any asset that was purchased with non-public funds, or was purchased with public funds if less than \$500.00 of public funds were expended on the asset, at the time KUA ceases to operate as a public charter school, and to any other asset that KUA has acquired through the expenditure of non-public funds as described in Section 8, paragraph K of this contract.
- (vi) As provided in ORS 338.105(6), upon termination of this contract for any reason or upon the dissolution of KUA, all student education records of KUA shall be delivered to the administrative office of the District.

J. Dissolution

In the event KUA should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that KUA's legal authority to operate as a private or non-chartered public school shall not be abridged. However the assets of KUA that were purchased with public funds given to KUA by the District under this contract, or by any other public entity, shall be distributed in the same manner as described in Section 8, paragraph K of this contract

K. Property Inventory Control

- (i) KUA shall maintain records of purchase orders for all assets over \$500.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. KUA shall provide the District with a copy of this purchase order record no later than July 15 of each year that KUA operates as a public charter school in the District. For purposes of this section public funds shall include any and all funds distributed to KUA:
 - (a) By the District, pursuant to ORS 338.155 and ORS 338.165;
 - (b) By the Oregon Department of Education, including any and all federal grants for which KUA may apply and;
 - (c) By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.
- (ii) Any asset which was purchased by KUA with public funds in excess of \$500.00 shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). KUA may retain any asset which was purchased with non-public funds upon termination. If KUA does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).
- (iii) The parties acknowledge that assets costing less than \$500.00 may have little value at the time of any termination of this contract. Therefore, KUA will not be held responsible for identifying assets costing less than \$500.00 and purchased with public funds, but the District does not waive any rights that the State Board of Education may have to enforce ORS 338.105(6).

9. Employment Matters

KUA shall be the employer of all employees of KUA. Employees of KUA shall not be considered, for any purpose, employees of the District. Employees of KUA shall not be entitled to, or be covered by, any collective bargaining agreement that the District has entered into with any of its respective employees or their exclusive representative for purposes of collective bargaining.

- A. Criminal Background checks, Sexual Misconduct Clearance, and Pre-employment Drug Screen.
 - (i) KUA shall comply with ORS 181.539, 326.603, 326.607, 339.370, and 342.232 relating to criminal records checks. KUA shall 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.
 - (ii) KUA shall comply with ORS 339.374 relating to sexual misconduct clearance.
 - (iii) KUA shall not employ an individual who has not successfully completed a pre-employment drug screen.
 - (iv) No later than ten (10) business days prior to the start of each school each year, KUA shall provide to the District a list containing the following employee information:
 - 1. Employee names and job positions
 - 2. Proof of valid Oregon teaching license/Charter School Registry with an endorsement appropriate to their position.
 - 3. Date of criminal background investigation results.
 - 4. Date of drug screen results
 - 5. Date of sexual misconduct mailing and receipt of information.
 - 6. Evidence of Highly Qualified status
- B. Teacher and Administrator Licensure/Registration Requirements.
 - (i) Pursuant to ORS 338.135(7), at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at KUA 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 prior to beginning work.
 - (ii) All individuals employed by KUA who are licensed or registered with TSPC shall also comply with OAR 548-100-0091 or 584-100-0096, whichever is applicable.

- (iii) All licensed and registered elementary and secondary teachers must hold a bachelor's degree and must meet the highly qualified teacher definition. Each educator must demonstrate subject matter competency by passing the appropriate, rigorous, state test(s) or meet the HOUSSE provisions of OAR 584-100-0016 and OAR 584-100-0038.
- (iv) No KUA licensed and administrative staff may serve students until the verification of their highly qualified status has been submitted to the District and approved.

C. KUA Responsibilities

- (i) KUA shall have a licensed/negotiated building level administrator or his/her designee on-site.
- (ii) The administrator for KUA shall not be assigned to multiple charter schools, but shall be the administrator solely for KUA.
- (iii) KUA will make final decisions regarding hiring (other than for services contracted with District for, such as ELL/SPED), compensation, evaluation, promotion, discipline, and termination of employees working at KUA. KUA will be responsible for the supervision and evaluation of the teaching staff within KUA. These services may be a contracted service.
- (iv) Employees shall be paid through the payroll department of KUA.
- (v) Employees of KUA will receive benefits in compliance with their respective agreements.
- (vi) KUA shall comply with all applicable federal and state laws concerning employee welfare, safety, and health issues.
- (vii) KUA shall be responsible for establishing and maintaining personnel records for employees working at KUA in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.
- (viii) KUA shall ensure that its own employees comply with all applicable federal and state law relating to employee conduct as stated in the staff Handbook. KUA board of directors reserves the right to establish additional standards for conduct as they see fit.
- (ix) Professional development will be at the discretion of KUA.

10. Insurance and Legal Liabilities

A. Insurance

- (i) KUA shall, at its own expense, secure, retain, and provide proof of insurance consistent with the amounts set forth in Medford School District policy LBE and LBE-AR as of the time this contract is executed, or as may be revised during the term of this contract: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and property insurance.
- (ii) No later than August of each year, and at any time thereafter upon request of the District, KUA 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.

B. Legal Liabilities

- (i) Pursuant to ORS 338.115, in addition to any statute or rule that is listed in this charter, the following federal and state laws apply to KUA and shall be observed by KUA where applicable:
 - (a) Federal law.
 - (b) ORS 192.410 to 192.505 (Public Records Law).
 - (c) ORS 192.610 to 192.690 (Public Meetings Law).
 - (d) ORS 297.405 to 297.555 and 297.990 (Municipal Financial Audit Law).
 - (e) ORS 326.565, 326.575, and 326.580 (student records).
 - (f) ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks).
 - (g) ORS 337.150 (textbooks).
 - (h) ORS 339.141, 339.147 and 339.155 (tuition and fees)
 - (i) ORS 659.850, 659.855 and 659.860 (discrimination).
 - (j) ORS 30.260 to 30.300 (tort claims).

- (k) Health and safety statutes and rules.
 - (l) The statewide assessment system developed by the Oregon Department of Education under ORS 329.485.
 - (m) ORS 329.045 (academic content areas).
 - (n) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
 - (o) ORS 339.250 (12) (prohibition on infliction of corporal punishment).
 - (p) ORS 339.326 (notice concerning students subject to to juvenile court petitions).
 - (q) ORS 339.119 (consideration for educational services).
 - (r) ORS Chapter 338.
 - (s) ORS Chapter 657 (Employment Department Law).
 - (t) Any administrative rule adopted by the Oregon state Board of Education or the Oregon Teacher Standards and Practices Commission (TSPC) regarding public charter schools.
 - (u) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse).
- (ii) KUA shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program upon adoption of such policy by KUA's governing board. KUA will provide the district with the most recent policy editions by June 30, 2019. This can be in the form of electronic copies or posted on the KUA website.

C. Waiver

KUA may apply to the State Board of Education for a waiver consistent with ORS 338.025. KUA shall notify the District in writing at least thirty (30) days prior to requesting a waiver and invite district comment on the waiver request. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will enhance the educational program at KUA.

D. Full Faith and Credit

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

E. Indemnification

(i) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, KUA agrees to defend, indemnify and hold the District, its Board, agents and employees harmless from any and 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 KUA of property of KUA 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 KUA. This indemnification shall not apply to any liability, claims, or demands resulting solely from the wrongful act or omission of any District Board member, officer or employee. This indemnification shall also not apply to any damages incurred regarding any act or omission of KUA or KUA's Board that is later deemed to be required by law or this contract. KUA agrees to indemnify, hold harmless and defend the District from all contract claims in which KUA has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(ii) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to defend, indemnify and hold KUA, 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 administration of this contract or are in any manner connected with the District's operation. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any KUA 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 KUA whose negligent or wrongful act or omission is caused in whole or in part, or directed by KUA. 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.

- (iii) This indemnification, defense and hold harmless obligation on behalf of KUA and the District shall survive the termination of this contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

The parties to this contract expressly acknowledge that KUA is not operating as an agent, or under the direction and control, of the District Board except as required by law or this contract, and that the District Board assumes no liability for any loss or injury resulting from

- (i) the acts or omissions of KUA, its governing Board, trustees, agents or employees;
- (ii) the use and occupancy of any building occupied by KUA or any matter in connection with the condition of such building; or
- (iii) any debt or contractual obligation incurred by KUA.

G. ADA/§504 Obligations

KUA 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. KUA shall indemnify and hold harmless the District from all claims under these statutes.

H. Transportation

In accordance with ORS 338.145, KUA shall be responsible for providing transportation to students who reside within the school district and who attend KUA.

KUA students may obtain transportation through the student's parent/guardian, public transportation or existing public school bus lines. The

District shall not be obligated to alter existing bus routes or add bus routes for purposes of providing transportation to KUA's students. Subject to availability of space, a District bus may stop at KUA's facility to drop-off and pick-up KUA students, if KUA's facility is on a designated District bus route. The District will provide transportation to KUA students along existing public school bus lines within the District, if space is available.

11. Renewal of Contract

As provided in ORS 338.065, any renewal of this contract shall follow the process set forth in this section.

- A. No earlier than 210 days prior to the expiration of the term of this charter, and no later than 180 days before the expiration of the term of this charter, KUA may request, in writing, that this contract be renewed. KUA's written request shall indicate which terms, if any, KUA would propose to change from the current contract. KUA shall also state why it believes the current terms need to be changed in a new contract.
- B. Within fifteen (15) days of receiving the written request from KUA, the District shall indicate in writing what additional information, if any, it will need to make its decision to renew the contract. The District shall also indicate whether the proposed changes suggested by KUA are acceptable to the District.
- C. Within fifteen (15) days of receiving the District request for additional information KUA shall provide the requested additional information to the District.
- D. Within 45 days after receiving a written renewal request from KUA, the District shall hold a public hearing regarding the request for renewal.
- E. Within 10 days after the public hearing, the District shall notify KUA of the District's intent about the renewal of the charter.
- F. Within twenty (20) days after the public hearing, the District shall approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter. The District will base the charter renewal decision on a good faith evaluation of whether KUA is: (a) in compliance with ORS Chapter 338 and all other applicable state and federal laws; (b) in compliance with the terms of this contract; (c) meeting or working toward meeting the student performance goals and agreements specified in Section 4 of this contract and in any of the attachments incorporated herein; (d) fiscally stable and has used a sound financial management system, as well as an absence of audit findings of material misstatements in the audit report; and (e) otherwise in compliance with any renewal criteria set forth herein. The District shall base its renewal evaluation primarily on a review of KUA' annual performance

reports, annual audit of accounts and annual site visit and review, as well as any other information mutually agreed upon by the boards of KUA and the District.

- G. If the District determines that it will renew the contract, the two parties shall meet and negotiate a contract. It shall be the goal of the two parties to complete negotiation of the contract within ninety (90) days of the date the District provides notice to KUA that it will renew the contract. If it is not practically possible to complete the negotiation within ninety (90) days, the parties shall work in good faith, with all due diligence, to complete negotiation of the contract as quickly as possible.
- H. The District may make the renewal of this contract conditional upon the following factor(s):
 - (i) KUA remaining in compliance with all provisions of this contract for the remainder of the school year;
 - (ii) KUA remaining in compliance with all federal law governing public charter schools for the remainder of the school year;
 - (i) KUA remaining in compliance with all state law governing public charter schools for the remainder of the school year
- I. If the District determines that it will not renew the contract, then KUA's board may address the reasons stated by the District and any remedial measures suggested by the District and submit a revised request for contract renewal to the District. A revised request must be submitted within fifteen (15) days of the notice of contract non-renewal. The District will then reconsider the renewal request and notify KUA of its decision within fifteen (15) days of receiving the revised request.
- J. If the District determines that it will not renew the contract, then KUA shall cease to be a charter school sponsored by the District on June 30, 2016; however, KUA shall retain its right to challenge and appeal the District's nonrenewal in accordance with ORS 338.065(6).
- K. Pursuant to ORS 338.065(5)(h), upon mutual consent at any time during the renewal process, the District and KUA may agree to a renewal process timeline other than that outlined in this Section 11.

12. Miscellaneous Provisions

A. Entire Agreement

This contract, including the Exhibits and other documents incorporated by

reference herein, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this contract.

B. Governing Law

This contract shall be governed by, subject to, and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this contract references federal or state law, if the law changes or new laws, rules, regulations or statutes are enacted that may affect any of the terms of this contract, the parties shall review the affected terms of this contract and conform it accordingly.

C. Assignment

KUA shall not, under any circumstances, assign, delegate, or contract with any entity to provide the educational program described in this contract. It is expressly understood that the charter granted by this contract to operate the educational program runs solely and exclusively to KUA.

D. Terms and Conditions of Application

The parties to this contract agree that the application for a charter submitted by KUA, the terms of which are incorporated by reference except as amended by any specific terms of this contract, sets forth the overall goals, standards and general operational policies of KUA but that the application is not a complete statement of every detail of KUA's operation. To the extent that KUA desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in the application, KUA shall be permitted to do so provided that any such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this contract and in ORS Chapter 338.

E. Conflict between Application and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this contract and the application submitted to the District by KUA, the contract provision(s) shall supersede any provision contained in the application.

F. District Liaison

The District shall designate, for purposes of this contract, the District

Superintendent, or his/her designee, as the official District liaison between the District and KUA.

G. Amendment

This contract may be modified or amended only by written agreement between KUA and the District. The parties agree to modify or amend this contract in order to conform to any new and/or changed laws applicable to charter schools.

H. Notice

Any notice required, or permitted, under this contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) business days after mailing when sent by certified mail, postage prepaid, to the party indicated in Section 12 J of this document.

I. Definition of Business Day

For purpose of this contract, "business day" means a day in which the District administrative offices are open. "Business day" does not include Saturdays, Sundays, official state holidays listed in ORS 336.010, federal holidays, any day(s) in which the administrative office is closed due to inclement weather or any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Medford, any instrumentality of Jackson County, the State of Oregon or federal government.

J. Address of Parties for Purpose of Written Notice

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

Medford School District:
Attn. Superintendent Bret Champion
815 S. Oakdale
Medford, Oregon 97501

KUA:
Attn: School Board President
821 N. Riverside Avenue
Medford, Oregon 97501

Should these addresses change, the parties agree to notify the other party

within ten (10) calendar days of the address changing.

K. No Waiver

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

L. Dispute Resolution

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the District, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

The District and KUA agree to work together to accomplish all tasks necessary to fully implement this charter, including the submission of any necessary and duly-prepared waiver requests to the State Board of Education.

Dispute Resolution Process: The staff, the Governing Board of KUA, and the District School Board agree to attempt to resolve all disputes regarding this Charter or other issues which may arise regarding KUA pursuant to the terms of this section in a timely, good-faith fashion. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute process.

In the event that KUA and the District have disputes regarding the terms of this charter or any other issue regarding the relationship between KUA and the District, both parties agree to first frame the issue in written form and provide it to the other party as indicated in 12 J of this document. The Chairman of the Governing Board of KUA and the Superintendent of the District agree to meet informally and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, both parties agree to jointly identify a neutral, third party mediator. The format of the mediation session shall be developed jointly by the superintendent and the chair and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the governing boards of KUA and the District jointly agree to bind themselves. KUA may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

Disputes arising from within KUA, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations and the

Governing Board of KUA, shall be resolved pursuant to policies and processes developed by KUA.

The District shall not intervene in any such internal disputes without the consent of the Board of Directors of KUA and shall refer any complaints or reports regarding such disputes to the KUA Board for resolution. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Governing Board of KUA has requested the District to intervene in the dispute.

M. Severability

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

N. Delegation

The parties agree and acknowledge that with regard to this charter agreement between the District and KUA, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal or revocation of this contract be made only by the District Board.

O. 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, KUA 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.

P. 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. Such sums shall be determined by the court or arbitrator.

Q. Incorporation of Application and Other Exhibits

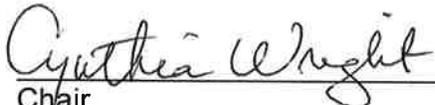
The Exhibits, if any, which are attached are hereby incorporated by reference as if the same were fully set forth herein.

R. KUA Authority to Enter Into Contract

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

IN WITNESS WHEREOF, the parties have executed this contract effective as of the date first set forth above.

MEDFORD SCHOOL DISTRICT



Chair,
Medford School District Board of Directors

Date: July 23, 2019

KUA PUBLIC CHARTER SCHOOL



Chair,
KUA Public Charter School Board of
Directors

Date: 7-23-19

EXHIBITS:

- A - KUA Letter of Intent to Renew
- B - District Board Resolution
- C - Revised Original Charter Proposal
- D - Assets Purchased with Non Public Funds

Exhibit A



RECEIVED

DEC 21 2018

Supt. Office, Medford School Dist.

December 19, 2018

Dear Dr. Brian Shumate, Michelle Cummings, and the Medford School District 549c Board,

Please accept this formal submission of our intent to renew our charter contract following the 2018-2019 school year. We would like to thank the Medford School Board and the Medford School District for their support of our charter. The following items in the charter contract we propose to modify during our renewal:

- KUA wants to increase the maximum student cap to 1000 students. Increases to be based on the strength of KUA's infrastructure.
- KUA would like the 50 student cap removed from individual grade levels.
- KUA would like the ability to expand physical locations at sites to be determined by KUA.
- KUA requests an increase in the ADMw to 90% or equivalent level of funding.
- KUA wants the ability to move to a balanced year round school calendar.
- KUA requests a five year contract term.

Kids Unlimited Academy is now an established charter school within the community. KUA currently has an extensive waiting list of families who are indicating KUA as their school of choice. Over the coming years KUA may have the opportunity to expand to serve more underprivileged children and families. KUA may have the ability to add additional secondary physical locations. KUA does not want to have restrictions placed on the location of such additional physical locations.

Kids Unlimited Academy serves one of the highest populations of at risk youth within the district. KUA provides extended services to help these children succeed in school. KUA is now proposing the addition of a significant number of academic days which requires a higher percentage of the ADMw. KUA also has significant concerns regarding inequity in services provided to KUA as compared to other schools within the district. Language will be needed in the contract to address this.

In closing, we look forward to our continued partnership with the Medford School District, creating a strong pipeline to support some of our district's most vulnerable students to success.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Cole".

Tom Cole

Kids Unlimited Executive Director

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Blum Atkinson".

Michelle Blum Atkinson

Kids Unlimited Academy Board Chair

Minutes of SPECIAL BOARD MEETING

The Board of Trustees Medford School District 549C

A SPECIAL BOARD MEETING of the Board of Trustees of Medford School District 549C was held Monday, March 18, 2019, beginning at 5:00 PM in the Medford School District Education Center, Room 254, 815 S. Oakdale Ave., Medford, OR.

School Board Directors present:

Ms. Lilia Caballero

Mr. Jim Horner

Mr. Tod Hunt

Mr. Jeff Kinsella (absent)

Mrs. Suzanne Messer, Vice Chair

Ms. Karen Starchvick

Mrs. Cynthia Wright, Chair

Administrative Cabinet and staff present:

Brad Earl, Michelle Cummings, Debbie Simons, Jodi Vizzini

1. Call to Order / Roll Call - *Chair Wright*

The meeting was called to order at 5:00 p.m. Roll was noted.

2. Board Action Item - *Chair Wright*

a. Notice of Intent to Renew Charter School Contract - Kids Unlimited Academy

MOTION: Directors Starchvick/Caballero m/s to approve the renewal of the Kids Unlimited Academy contract and move forward with negotiating the terms of a new contract.

Roll call vote:

All AYES (Starchvick, Messer, Horner, Caballero, Hunt, Wright)

Motion carried unanimously.

3. Superintendent Search Process - *Chair Wright*

Consultant Hank Harris participated in the meeting via teleconference. He directed attention to the Community Survey Analysis report. Board Directors weighed in on results.

Mr. Harris moved on to the draft characteristics for superintendent results from the community/staff/parent/student surveys, interviews, and public forum. Board Directors spent some time discussing the results and conveying the top priorities for professional and personal characteristics.

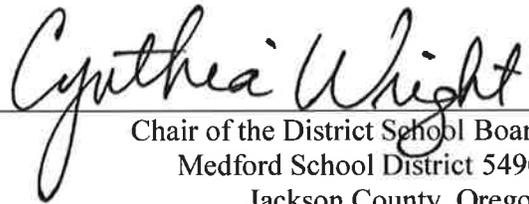
Exhibit B

A discussion followed on the limited time frame for the application and screening process. Mr. Harris assured the Board that he was confident that the time allotted was sufficient to receive exceptional candidates.

It was determined that Mr. Harris would revise the desired characteristic document based on the conversation and would send it to the board secretary for distribution.

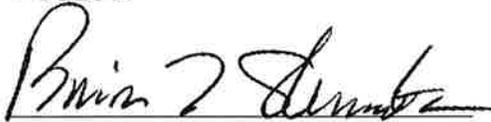
4. Adjourn - Chair Wright

The meeting was adjourned at 6:00 p.m.



Chair of the District School Board
Medford School District 549C
Jackson County, Oregon

ATTEST:



Superintendent-Clerk

Our Mission: To foster the talents and interests of a community of life-long learners through a meaningful education that challenges students to reach their unlimited potential

Exhibit D

8 I (v) KUA does not have any assets purchased with non-public funds.

All assets purchased with non-public funds are owned by Kids Unlimited of Oregon.