



Eddyville Charter School
Board of Directors
P.O. Box 68
Eddyville, OR 97343
Phone: 541.875.2942
Fax: 541.875.4050

June 18, 2024
Regular Session 6pm
Agenda

1) Regular Board Meeting Called to Order

2) Board elections effective July 1, 2024 - June 30, 2027

Voting on open positions intent to runs for the following positions (swearing in will be in July)

Position 1 - Lynnesy Johnson

Position 2 - Kevin Rariden

Position 7 - Abe Silvonon

Position 8 - Jenny Demaris

3) Past Meeting Minutes May 15, 2024 minutes

pg 4-5

4) Agenda Adjustments

5) Informational Items

a) Financial Packet -Doug Byers

pg 6-25

6) Interested Party Comments

During this time the audience will have the opportunity to speak to the board. This is not a question and answer opportunity. Anyone wishing to address the board is asked to complete a request via sign in upon entering the board meeting. The chairman reserves the right to limit time allocated to each presenter to between 3-5 minutes. It is requested that those addressing the board state their name for the record. Any complaints made about personal, student or board members is prohibited.

7) Communication

a) Administration Report - Stacy Knudson

pg 26

b) Athletic Director Report - Karla Pearson

pg 27

c) Facilities Manager Report - Danny Wheeler

pg 28-29

8) Old Business -

a) Policy updates 2nd reading

i) AC

pg 30-31

ii) BBF

pg 32

iii) BBFC

pg 33

iv) CBG

pg 34

v)	CCG	pg 35-37
vi)	DJC	pg 38-41
vii)	DJC-AR	pg 42-47
viii)	EBBA	pg 48-50
ix)	EBC	pg 53
x)	EBCA	pg 54
xi)	EBCB	pg 55-56
xii)	GBN/JBA	pg 57-65
xiii)	GBNAB/JHFE	pg 66-69
xiv)	GBNAB/JHFE-AR	pg70-73
xv)	GCDA/GDDA	pg 74-78
xvi)	JBA/GBN	pg 79-87
xvii)	JGAB	pg 88-92
xviii)	JGAB-AR	pg 93-96
xix)	JHFE/GBNAB	pg 97-100
xx)	JHFE/GBNA-AR	pg 101-104
xxi)	KBA-AR	pg 105-107

9) Consent Agenda

- a) Payment of the Bills
- b) Approval of May 15, 2024 board minutes

10) New Business

- a) Updated policies second reading
 - i) EBBB (revised from last meeting) pg 108-109
- b) 2024-2025 Board Meeting Calendar
- c) "Grow your own" Tuition Assistance findings pg 110

11) Action Item

- a) Approval of Removing Stacy Knudson on bank account and adding Eric Clendenin as a signer effective July 1, 2024.
- b) Approval to remove Stacy Knudson from BMO credit cards and add Eric Clendenin with a general fund and student body credit card effective July 1, 2024
- c) Approval of policies
 - i)
 - ii) AC
 - iii) BBF
 - iv) BBFC
 - v) CBG
 - vi) CCG
 - vii) DJC
 - viii) DJC-AR
 - ix) EBBA
 - x) EBC
 - xi) EBCA
 - xii) EBCB

- xiii) GBN/JBA
- xiv) GBNAB/JHFE
- xv) GBNAB/JHFE-AR
- xvi) GCDA/GDDA
- xvii) JBA/GBN
- xviii) JGAB
- xix) JGAB-AR
- xx) JHFE/GBNAB
- xxi) JHFE/GBNA-AR
- xxii) KBA-AR
- d) Approval of Morgan Kilduff resignation effective June 13, 2024
- e) Approval of Resolution #23.24.1 pg 111
- f) Approval of Resolution #23.24.2 pg 112
- g) Approval of Resolution #23.24.3 pg 113
- h) Approval of Resolution #23.24.4 pg 114
- i) Approval of Thomas Morris resignation of MS Football Coach
- j) Approval of Brandy Thomson resignation of HS Cheer
- k) Approval of Alain Brown as Head Volleyball coach stepping down to Assistant Coach
- l) Approval of Chelsea Gassner as Head Volleyball coach
- m) Approval of Casey Baldwin as custodian effective July 1, 2024
- n) Approval of 2024-2025 Board Meeting Calendar
- o) Approval of Facilities Lease with LCSD pg 115-127
- p) Approval of Fifth Charter Agreement renewal June 2024-June 2034 pg 128-160

UPCOMING MEETINGS and DATES

Next Regular Board Meeting July 17, 2024 at 6:00pm



Eddyville Charter School
Board of Directors
P.O. Box 68
Eddyville, OR 97343
Phone: 541.875.2942
Fax: 541.875.4050

May 15, 2024
Regular Session 6pm
Minutes

- 1) **Regular Board Meeting Called to Order at 6:25 pm by Stephanie Mekemson**
Board Members in attendance: Charlie Russell, Stuart Imler, Tony Pettis, Ryan Gassner, Stephanie Mekemson
Board Members absent: Abe Silvonon
Administration/Financial in attendance: Stacy Knudson and Doug Byers
Minutes prepared by Missy Endicott Board Clerk
- 2) **Past Meeting Minutes** April 17, 2024 minutes
- 3) **Agenda Adjustments**
- 4) **Informational Items**
 - a) Financial Packet -Doug Byers
Still on pace for our ending fund balance
- 5) **Interested Party Comments**

During this time the audience will have the opportunity to speak to the board. This is not a question and answer opportunity. Anyone wishing to address the board is asked to complete a request via sign in upon entering the board meeting. The chairman reserves the right to limit time allocated to each presenter to between 3-5 minutes. It is requested that those addressing the board state their name for the record. Any complaints made about personal, student or board members is prohibited.
- 6) **Communication**
 - a) Administration Report - Stacy Knudson - Read over her administration report and highlighted on a few items.
 - b) Athletic Director Report - Karla Pearson
 - c) Facilities Manager Report - Danny Wheeler - Highlighted on his report
- 7) **Old Business -**
 - a) Update on Charter Renewal Process - It is currently with LCSD lawyers, everything is going smoothly. Just waiting on the bond RFP they will give us a percentage of the bond. Lawyers are hung up on the cyber security piece. We should have it any day.
- 8) **Consent Agenda**
 - a) Payment of the Bills
 - b) Approval of April 17, 2024 board minutes

Stuart Imler made a motion to approve the consent agenda; Charlie Russell seconded the motion. All voting members voted in favor. Motion passed

9) New Business

a) Working on the new ELA curriculum for approval. - Hoping to get approval for the into reading curriculum. The piece that My View quote is that it is missing the ECRI piece which would add 7k to the quote. IReady doesn't flow into the ECRI that they are using and would be additional. We are hoping that the

b) Policy updates 1st

i) AC	pg 59-60
ii) BBF	pg 61
iii) BBFC	pg 63
iv) CBG	pg 65
v) CCG	pg 67-69
vi) DJC	pg 71-74
vii) DJC-AR	pg 75-80
viii) EBBA	pg 81-83
ix) EBBB	pg 85-86
x) EBC	pg 87
xi) EBCA	pg 89
xii) EBCB	pg 91-92
xiii) GBN/JBA	pg 93-101
xiv) GBNAB/JHFE	pg 103-106
xv) GBNAB/JHFE-AR	pg 107-110
xvi) GCDA/GDDA	pg 111-115
xvii) JBA/GBN	pg 117-125
xviii) JGAB	pg 127-131
xix) JGAB-AR	pg 133-136
xx) JHFE/GBNAB	pg 137-140
xxi) JHFE/GBNA-AR	pg 141-144
xxii) KBA-AR	pg 145-147

10) Action Item

- Approval of Heather Peckfelder resignation
- Approval of Eric Clendenin 1 year interim Contract
- Approval of New ELA curriculum (3 quotes attached for review) -
- Approval of Ashley Allison as 5th grade teacher 24-25 1 year contract
- Approval of Jonathan Morton MS ELA 24-25 1 year contract

Charlie Russell made a motion to approve action items A and B; Tony Pettis seconded the motion. All voting members voted in favor. Motion passed

Tony Pettis made a motion to approve the curriculum for Into Reading for \$41,426.96; Charlie Russell seconded the motion. All voting members voted in favor. Motion passed

Stuart Imler made a motion to approve action items D and E; Charlie Russell seconded the motion. All voting members voted in favor. Motion passed.

Stephanie Mekemson Adjourned the meeting at 6:51 PM

UPCOMING MEETINGS and DATES

Next work session July 10, 2024 6:00pm

Next Regular Board Meeting July 17, 2024 at 6:00pm



MEMORANDUM

June 11, 2024

TO: Eddyville Charter School Board of Directors
FROM: Doug Byers, Accountant 3, LBL ESD
RE: July 01 -- May 31, 2024 Financial Statements

Board Members,

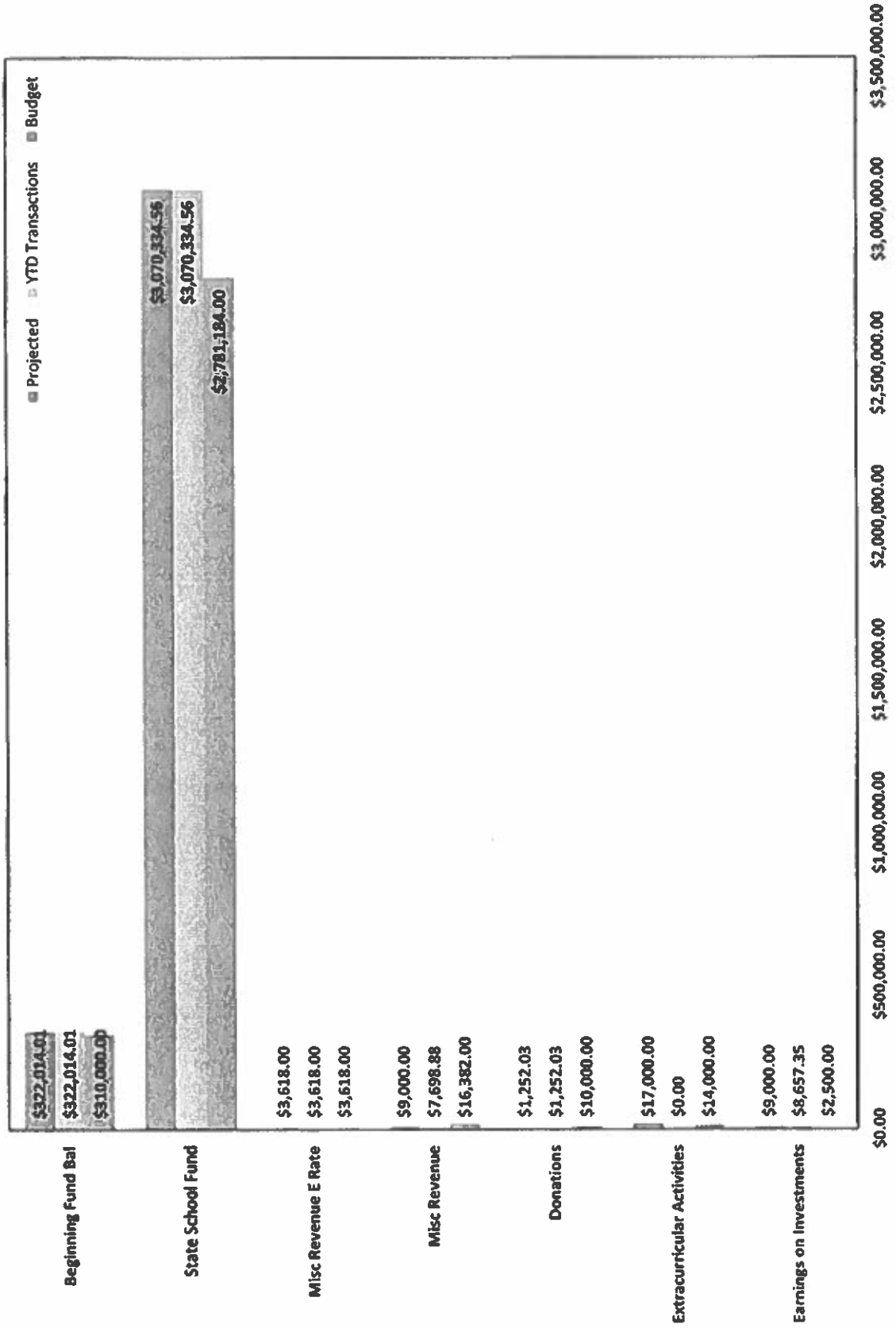
Attached you will also find the 2023-24 financial statement through May 31, 2024. These statements include the General Fund Statement of Revenues Budget vs. Actual, General Fund Statement of Expenditures Budget vs. Actual, Special Revenue Funds Revenue and Expenditures, and total Appropriations for the year. Attached is the current State School Fund schedule from Lincoln County School District showing what Eddyville Charter School will receive for the 2023-2024 school year.

The General Fund statements include the actual revenues and expenditures from July 1, 2023 through May 31, 2024. The estimated General Fund Ending Fund Balance is \$350,000. Contingency makes up \$100,000 of the Fund Balance total.

Eddyville Charter School investments are held in an interest-bearing money market account. Investments total \$879,231.07 and are yielding an interest rate of 2.25%. Dividend payments July 1, 2023 – May 31, 2024 total \$8,657.35.

Please let me know if you have any questions or concerns regarding these statements.

General Fund Revenue - May 2024 Projections - YTD - Budget

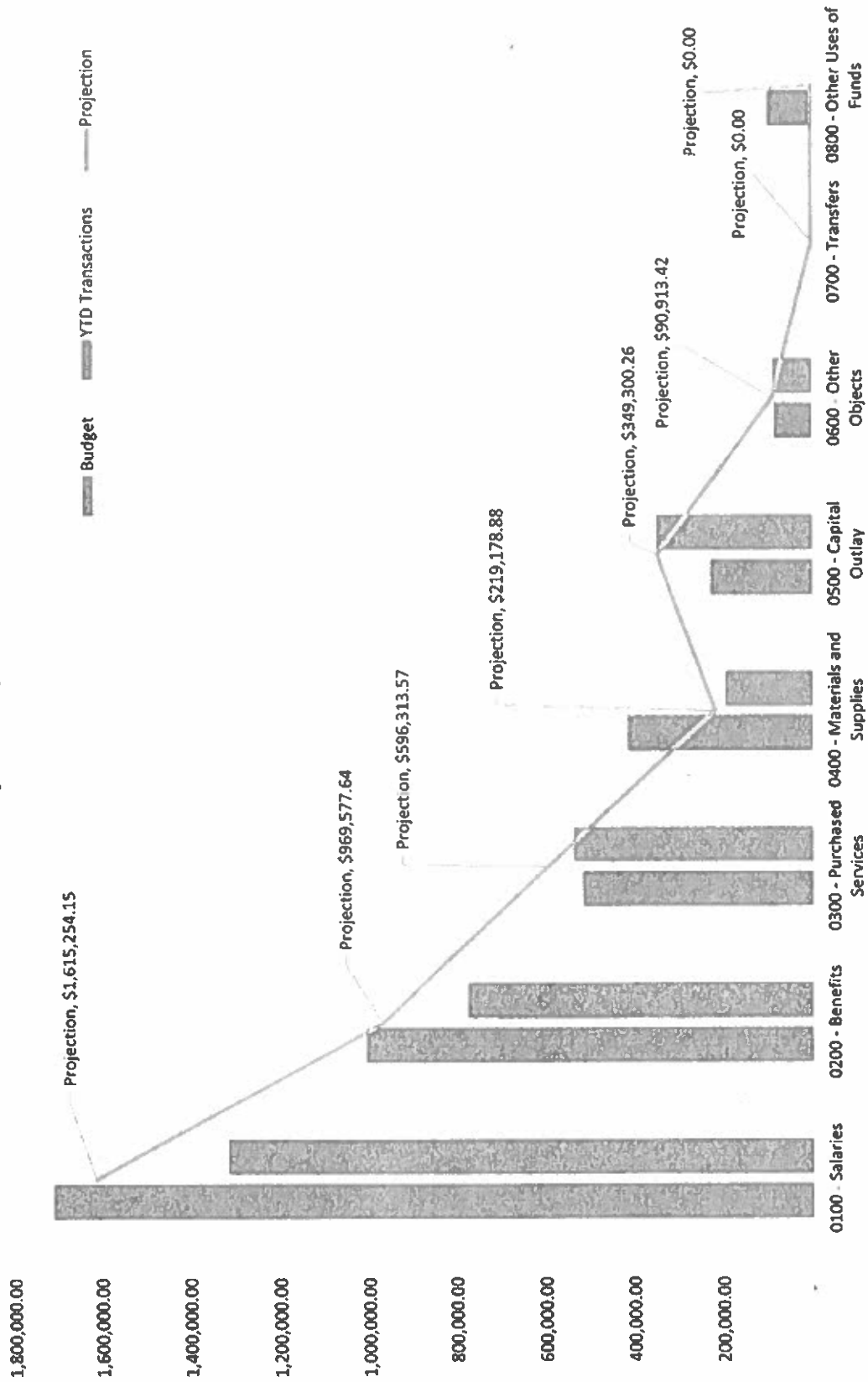


Eddyville Charter School
General Fund: Statement of Expenditures Budget Vs. Actual
For the Fiscal Year 2023-2024
As of 05/31/2024

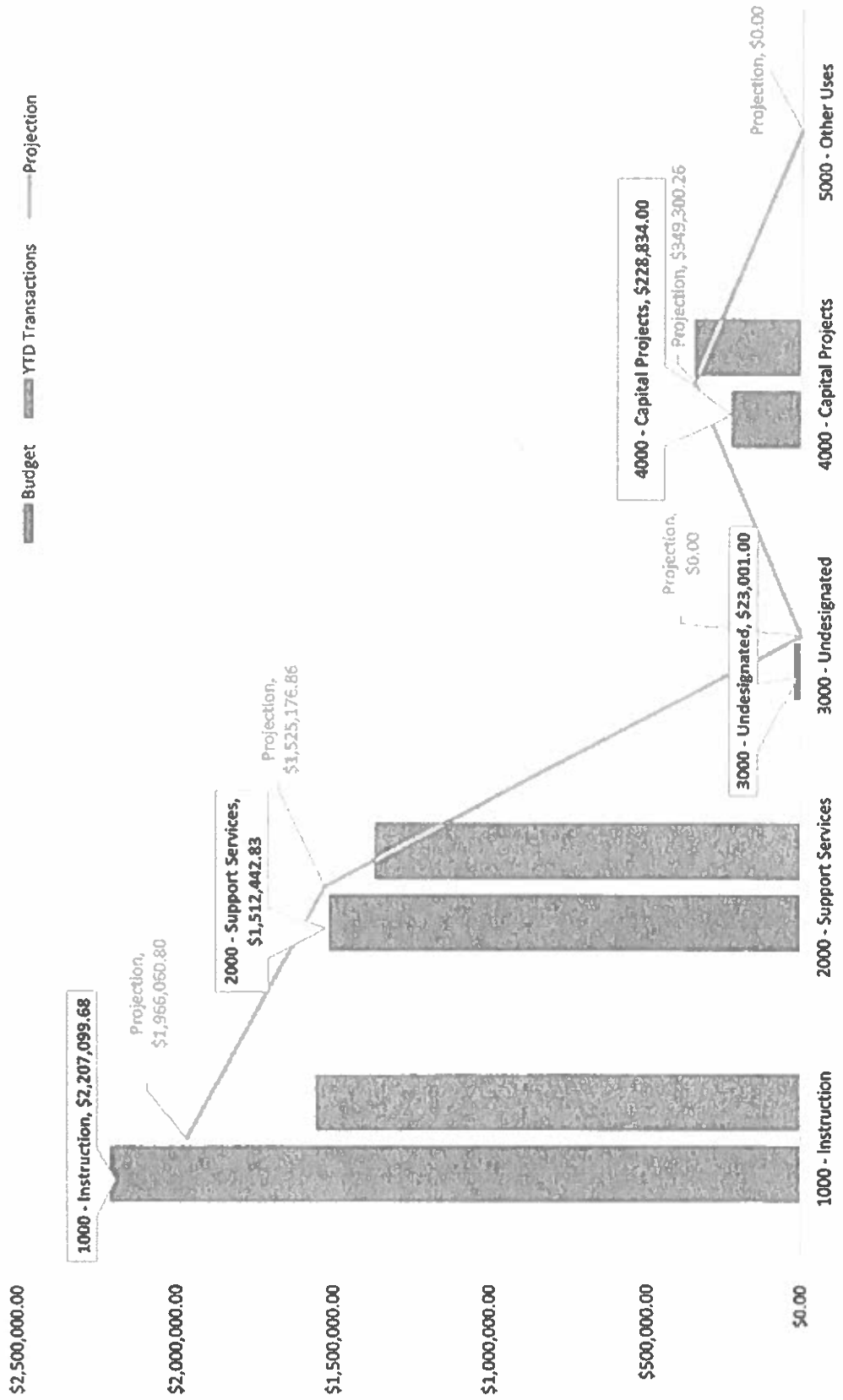
Function	Adopted 2023-2024 Budget	Actual YTD Exp. 5/31/2024	Projected through 6/30/2024	Total Estimated 2023-2024	(Over)/ Under Budget	% Committed	Total Actuals 6/30/2023
Instruction							
1111 Elementary, K-6	791,485	522,534	162,095	684,629	106,856.13	86.50%	735,178
1113 Elementary Extracurricular	2,102	2,330	260	2,590	(488.49)		2,891
1121 Middle/Junior High Programs	370,543	244,703	75,703	320,406	50,136.52	86.47%	370,534
1122 Middle/Junior High School Extracurricular	27,034	25,497	864	26,361	672.64	97.51%	28,060
1131 High School Programs	445,344	325,524	91,950	417,474	27,870.33	93.74%	493,644
1132 High School Extracurricular	91,989	95,566	4,776	100,342	(8,353.29)	109.08%	102,342
Total Instruction	1,728,497	1,216,154	335,649	1,551,803	176,694		1,732,649
Support Services							
2122 Counseling Services	-	-	-	-	-	#DIV/0!	47
2130 Health Services	4,300	4,597	-	4,597	(297.17)	106.91%	11,433
2210 Improvement of Instruction Services	-	-	-	-	-	#DIV/0!	1,890
2230 Assessment & Testing	-	-	-	-	-	#DIV/0!	-
2240 Staff Development	-	-	-	-	-	#DIV/0!	-
2310 Board of Education	85,772	112,362	591	112,954	(27,181.62)	131.69%	82,905
2321 Office of the Superintendent Services	127,662	117,275	10,404	127,679	(16.88)	100.01%	121,707
2411 Office of the Principal Services	312,262	299,219	52,257	351,476	(39,214.48)	112.56%	332,809
2520 Fiscal Services	61,000	60,124	-	60,124	875.81	98.56%	58,873
2541 Maintenance	-	569	1,431	2,000	(2,000.00)	0.51%	2,663
2542 Maintenance	392,965	355,901	33,835	389,736	3,229.12	225.97%	274,905
2552 Transportation	172,469	201,651	12,636	214,287	(41,818.31)	193.80%	176,887
2643 Staff Accounting Services	110,569	105,439	9,952	115,391	(4,822.13)	273.57%	102,619
2660 Technology	42,188	36,490	5,253	41,743	445.01		52,711
Total Support Services	1,309,187	1,293,628	126,360	1,419,987	(130,801)		1,219,449
Other Requirements							
5200 Transfers of Funds	-	-	85,000	85,000	(85,000)		127,677
6000 Contingency	100,000	-	-	-	100,000	0.00%	-
Total Other Requirements	100,000	-	85,000	85,000	15,000		127,677

EXPENDITURES BY OBJECT

July 1 - May 31, 2024



EXPENDITURES BY FUNCTION July 1 - May 31, 2024



Eddyville Charter School
 General Fund: Statement of Expenditures Budget Vs. Actual
 For the Fiscal Year 2023-2024
 As of 05/31/2024

Fund	Description	Beginning Fund Balance as of 7/1/2023	YTD Revenue	YTD Expenditures	Balance as of 5/31/2024	Encumbered	Expected Revenue	Remaining Balance	NOTES
210	B/M Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
211	Aspire Grant	\$0.00	\$2,100.00	\$1,887.41	\$212.59	\$212.59	\$2,100.00	\$0.00	
223	ESSER III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
227	MWEC - Textbooks	(\$2,669.07)	\$2,669.07	\$1,029.40	(\$1,029.40)	\$0.00	\$2,637.40	\$1,608.00	
251	Student Investment Act	\$0.00	\$184,355.30	\$184,803.71	(\$20,448.41)	\$62,596.48	\$288,409.21	\$1,009.02	
253	Eddyville Scholarship Fund	\$13,001.31	\$0.00	\$0.00	\$13,001.31	\$0.00	\$0.00	\$13,001.31	
258	Suicide Prevention	\$1,253.85	\$0.00	\$0.00	\$1,253.85	\$0.00	\$0.00	\$1,253.85	
261	SSA Summer Learning	\$76,505.83	\$0.00	\$77,626.83	(\$1,121.00)	\$2,940.00	\$73,314.00	\$69,253.00	
262	Menstrual Dignity Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
263	Early Literacy Grant	\$0.00	\$41,690.33	\$30,031.83	\$11,658.50	\$10,416.87	\$41,690.33	\$1,239.63	
274	Outdoor School	(\$9,178.66)	\$9,178.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
278	Oregon State Credit Union Mini Grants	\$33.97	\$780.00	\$813.97	\$0.00	\$0.00	\$780.00	\$0.00	
283	STCCF/Science & Body Systems	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
286	Sekco CU Greater Learning Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
288	STCCF Health Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
297	Vision Screening	\$0.00	\$33,912.27	\$40,877.14	(\$6,964.87)	\$12,889.85	\$53,824.60	\$57.61	
298	High School Success	\$67,859.88	\$103,491.98	\$71,787.89	\$99,363.97	\$7,964.63	\$90,000.00	\$77,907.36	
299	Student Body Funds	\$228,834.06	\$50,000.00	\$349,300.26	(\$70,466.20)	\$13,466.25	\$335,000.00	\$201,067.55	
400	Capital Project Funds	\$373,481.17	\$408,177.61	\$796,160.44	\$25,168.34	\$110,586.67	\$447,855.54	\$346,397.33	
	Totals								

Eddyville Charter School
 General Fund: Statement of Expenditures Budget Vs. Actual
 For the Fiscal Year 2023-2024
 As of 05/31/2024

Fund	Appropriations	Resolutions	YTD	Encumbrances	Totals	(Over)/Under Budget
General Fund, 100						
1000 Instruction	\$ 1,728,497	0.00 \$	1,216,154 \$	335,649 \$	1,551,803 \$	176,694
2000 Support Services	\$ 1,309,187	0.00 \$	1,293,628 \$	126,360 \$	1,419,987 \$	(110,801)
5200 Transfers	\$ -	0.00 \$	- \$	- \$	- \$	-
6000 Contingency	\$ 100,000	0 \$	- \$	- \$	- \$	100,000
Sub Totals	\$ 3,137,684 \$	- \$	2,509,782 \$	462,009 \$	2,971,791 \$	165,893
Special Funds, 200						
1000 Instruction	\$ 478,602.49 \$	- \$	338,807 \$	67,486 \$	406,293 \$	72,310
2000 Support Services	\$ 203,256.02 \$	- \$	70,053 \$	23,670 \$	91,723 \$	111,533
3000 Scholarship	\$ 23,001.00 \$	- \$	- \$	- \$	- \$	23,001
4000 Building Acquisition	\$ - \$	- \$	- \$	- \$	- \$	-
5200 Transfers	\$ - \$	- \$	- \$	- \$	- \$	-
Sub Totals	\$ 704,859.51 \$	- \$	408,860 \$	89,156 \$	498,016 \$	206,844
Capital Projects, 400						
2000 Support Services	\$ -	0.00 \$	- \$	- \$	- \$	-
4000 Facility Construction	\$ 228,834	- \$	349,300 \$	13,466 \$	362,766 \$	(133,932)
Sub Totals	\$ 228,834 \$	- \$	349,300 \$	13,466 \$	362,766 \$	(133,932)
Totals	\$ 4,071,378 \$	- \$	3,267,942 \$	564,631 \$	3,832,573 \$	238,804

Eddyville Charter School, Inc.

Reprint Check Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 05/01/2024 To Date: 05/31/2024

From Check: To Check:

From Voucher: To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
2539	05/06/2024	G AND K FLOORS	\$2,400.00	1222	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2540	05/09/2024	Aboveboard Electric & Plumbing	\$1,151.27	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2541	05/09/2024	AMAZON.COM	\$1,710.60	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2542	05/09/2024	Bowman Consulting Group LLC	\$7,248.75	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2543	05/09/2024	CONSUMERS POWER INC	\$3,991.93	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2544	05/09/2024	COSA	\$845.00	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2545	05/09/2024	CULLIGAN WATER SYSTEMS	\$7.50	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2546	05/09/2024	DAHL DISPOSAL SERVICE	\$995.40	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2547	05/09/2024	EDDYVILLE CHARTER SCHOOL ASB	\$966.00	1224	Printed	Expense	<input type="checkbox"/>		
2548	05/09/2024	INDUSTRIAL WELDING SUPPLY	\$5.00	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2549	05/09/2024	NORTHWEST REGIONAL ESD	\$80.00	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2550	05/09/2024	OASBO	\$330.00	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2551	05/09/2024	PACIFIC NORTHWEST COUNSELING, LLC	\$4,166.67	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2552	05/09/2024	PEAK Internet	\$410.00	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2553	05/09/2024	PIONEER TELEPHONE CO	\$406.30	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2554	05/09/2024	ServPro of Lincoln and Polk Counties	\$23,341.45	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2555	05/09/2024	Sierra Springs	\$610.98	1224	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2556	05/20/2024	G AND K FLOORS	\$2,700.00	1230	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2557	05/20/2024	Wood, Greg	\$29.77	1230	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2558	05/22/2024	American Arbitration Association INC	\$4,375.00	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2559	05/22/2024	Auto Chlor System	\$255.25	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2560	05/22/2024	Dunn Carney	\$2,017.36	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2561	05/22/2024	EDDYVILLE POST OFFICE	\$350.00	1231	Printed	Expense	<input type="checkbox"/>		

Eddyville Charter School, Inc.

Reprint Check Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 05/01/2024 To Date: 05/31/2024
 From Check: To Check:
 From Voucher: To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
2562	05/22/2024	HOME DEPOT	\$2,104.04	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2563	05/22/2024	Pearson, Tim	\$130.00	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2564	05/22/2024	SCHOOL SPECIALTY I	\$122.24	1231	Printed	Expense	<input type="checkbox"/>		
2565	05/22/2024	ServPro of Lincoln and Polk Counties	\$50,000.00	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2566	05/22/2024	STAPLES ADVANTAGE	\$445.72	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2567	05/22/2024	XEROX CAPITAL SERVICES	\$601.22	1231	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
2568	05/24/2024	OREGON DEPARTMENT OF JUSTICE	\$455.00	1241	Printed	Payroll Ded	<input checked="" type="checkbox"/>	05/31/2024	
2569	05/24/2024	Texas Life Ins. Co	\$523.10	1241	Printed	Payroll Ded	<input type="checkbox"/>		
2570	05/24/2024	Aleckson, Brittny	\$1,397.84	19	Printed	Payroll	<input type="checkbox"/>		
Total Amount:			\$114,173.39						
End of Report									

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 05/01/2024 To Date: 05/31/2024

From Voucher: From Voucher: To Voucher:

Account: 618680-8000

Date	Account	Amount	Posted to G/L	PR	AP
05/09/2024	OE66	\$688.34	1221	1221	
05/09/2024	OE66	\$1,959.85	1221	1221	
05/09/2024	OE66	\$24,220.10	1221	1221	
05/09/2024	OE66	\$122.50	1221	1221	
05/09/2024	OE66	\$17.40	1221	1221	
05/09/2024	OE66	\$12.00	1221	1221	
05/10/2024	PERS	-\$0.02	1223	1223	
05/10/2024	PERS	\$5,511.23	1223	1223	
05/10/2024	PERS	\$7,509.22	1223	1223	
05/10/2024	PERS	\$26,376.40	1223	1223	
05/10/2024	PERS	\$1,313.75	1223	1223	
05/19/2024	FRED MEYER INC.	\$40.46	1228	1228	
05/19/2024	US Foods/Chefs Store	\$19.79	1228	1228	
05/19/2024	BANK CARD CENTER	\$485.99	1228	1228	
05/19/2024	CHEVRON	\$53.74	1228	1228	
05/19/2024	BANK CARD CENTER	\$70.43	1228	1228	
05/19/2024	BANK CARD CENTER	\$38.96	1228	1228	

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

	From Date:	05/01/2024	To Date:	05/31/2024
	From Voucher:		To Voucher:	
05/19/2024	SAFEWAY	\$23.98	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	US Foods/Chef's Store	\$214.93	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	US Foods/Chef's Store	\$13.58	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	FRED MEYER INC.	\$75.34	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	SAFEWAY	\$72.53	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	TOWNE PUMP	\$63.67	1228	Posted to G/L AP <input type="checkbox"/>
05/19/2024	OFFICE MAX - A BOISE COMPANY	\$74.98	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	OFFICE MAX - A BOISE COMPANY	\$74.99	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	OFFICE MAX - A BOISE COMPANY	\$74.98	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	DOLLAR GENERAL	\$29.00	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	Cobblestone Pizza Co	\$97.75	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	FRED MEYER INC.	\$23.99	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	SAFEWAY	\$110.02	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	ADOBE	\$19.99	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	BANK CARD CENTER	\$1,615.61	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	BANK CARD CENTER	\$254.83	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	BANK CARD CENTER	\$143.00	1229	Posted to G/L AP <input type="checkbox"/>
05/19/2024	SAFEWAY	\$196.16	1229	Posted to G/L AP <input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 05/01/2024 To Date: 05/31/2024

From Voucher: To Voucher:

Date	Description	Amount	Voucher	Posted to	Check
05/28/2024	PERS	\$53.76	1233	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$116.15	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$52.03	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$2,140.72	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$845.12	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$89,490.90	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$402.85	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$6,096.31	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	EDDYVILLE CHARTER SCHOOL	\$1,483.00	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	OSU FEDERAL CREDIT UNION	\$340.00	1235	Posted to G/L	<input type="checkbox"/>
05/24/2024	INTERNAL REVENUE SERVICE - FEDERAL TAX	\$9,064.55	1236	Posted to G/L	<input type="checkbox"/>
05/24/2024	INTERNAL REVENUE SERVICE - MEDICARE	\$3,911.40	1236	Posted to G/L	<input type="checkbox"/>
05/24/2024	INTERNAL REVENUE SERVICE - SS	\$16,724.60	1236	Posted to G/L	<input type="checkbox"/>
05/24/2024	OR DEPT OF REVENUE - STATE TAX	\$8,618.05	1237	Posted to G/L	<input type="checkbox"/>
05/24/2024	AFA COMPANY	\$390.60	1238	Posted to G/L	<input type="checkbox"/>
05/24/2024	AFA COMPANY	\$75.00	1238	Posted to G/L	<input type="checkbox"/>
05/24/2024	AFA COMPANY	\$465.40	1238	Posted to G/L	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Checking 618680-8000

	From Date:	05/01/2024	To Date:	05/31/2024
	From Voucher:		To Voucher:	
	\$539.87	1238	Posted to G/L PR	<input type="checkbox"/>
	\$157.50	1238	Posted to G/L PR	<input type="checkbox"/>
	\$344.00	1238	Posted to G/L PR	<input type="checkbox"/>
	\$1,630.00	1239	Posted to G/L PR	<input type="checkbox"/>
	\$288.33	1240	Posted to G/L PR	<input type="checkbox"/>
	\$30.99	1243	Posted to G/L AP	<input type="checkbox"/>
	\$39.19	1243	Posted to G/L AP	<input type="checkbox"/>
	\$16.25	1243	Posted to G/L AP	<input type="checkbox"/>
	\$162.00	1243	Posted to G/L AP	<input type="checkbox"/>
	\$359.97	1243	Posted to G/L AP	<input type="checkbox"/>
	\$142.96	1243	Posted to G/L AP	<input type="checkbox"/>
	<u>\$215,580.97</u>			
	<u>\$215,580.97</u>			

Total for Fund:

63 Total Amount:

\$215,580.97

\$215,580.97

End of Report

Eddyville Charter School, Inc.

Reprint Check Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Student Body Checking
618680-8001

From Date: 05/01/2024 To Date: 05/31/2024

From Check:
From Voucher:

To Check:
To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
389	05/09/2024	AMAZON.COM	\$173.95	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
390	05/09/2024	ArmorZone Athletic	\$659.00	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
391	05/09/2024	EAST LINN CHRISTIAN ACADEMY	\$320.00	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
392	05/09/2024	IDEA PRINTWORKS	\$81.50	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
393	05/09/2024	MARY'S PEAK TRUE VALUE	\$60.98	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
394	05/09/2024	SCHOLASTIC INC	\$1,802.35	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
395	05/09/2024	Spring Valley Dairy	\$18.82	1225	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
396	05/22/2024	ArmorZone Athletic	\$991.20	1232	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
397	05/22/2024	Bandon High School	\$111.52	1232	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
398	05/22/2024	ENDICOTT, MELISSA	\$213.92	1232	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
399	05/22/2024	HOME DEPOT	\$253.35	1232	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	
400	05/22/2024	Spring Valley Dairy	\$29.36	1232	Printed	Expense	<input checked="" type="checkbox"/>	05/31/2024	

Total Amount:

\$4,715.95

End of Report

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Student Body Checking
618680-8001

From Date: 05/01/2024 To Date: 05/31/2024

From Voucher: Account: 618680-8001 To Voucher:

Date	Description	Amount	Account	Posted to G/L	AP	Checked
05/10/2024	DOLLAR GENERAL	\$48.75	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	OFFICE MAX - A BOISE COMPANY	\$94.32	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	Crumbi Cookie	\$15.00	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	SCHOLASTIC INC	\$32.00	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	AMAZON.COM	\$15.00	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	SAFEWAY	\$33.97	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	GROCERY OUTLET BARGAIN MARKET	\$6.58	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	Cobblestone Pizza Co	\$112.00	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	SAFEWAY	\$103.46	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	DOLLAR TREE, INC.	\$12.50	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	DOLLAR TREE, INC.	\$26.05	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	US Foods/Chef's Store	\$93.96	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	DOLLAR TREE, INC.	\$40.00	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	SCHOLASTIC INC	\$126.80	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	US Foods/Chef's Store	\$300.59	1226	Posted to G/L	AP	<input type="checkbox"/>
05/10/2024	WAL-MART	\$65.59	1226	Posted to G/L	AP	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2023-2024

Criteria:

Bank Account: OR State CU - Student Body Checking
618680-8001

From Date: 05/01/2024 To Date: 05/31/2024

From Voucher: To Voucher:

Date	Voucher	Amount	Posted to G/L	AP	AP
05/10/2024	WAL-MART	\$133.40	1226	Posted to G/L	<input type="checkbox"/>
05/10/2024	Elite Athlete Sales LLC	\$292.00	1227	Posted to G/L	<input type="checkbox"/>
05/10/2024	Elite Athlete Sales LLC	\$270.00	1227	Posted to G/L	<input type="checkbox"/>
05/10/2024	PGC Basketball	\$460.00	1227	Posted to G/L	<input type="checkbox"/>
05/10/2024	Cobblestone Pizza Co	\$109.77	1227	Posted to G/L	<input type="checkbox"/>
05/10/2024	SAFEWAY	\$58.39	1227	Posted to G/L	<input type="checkbox"/>
05/10/2024	SAFEWAY	\$139.44	1234	Posted to G/L	<input type="checkbox"/>
05/10/2024	FRED MEYER INC.	\$49.30	1234	Posted to G/L	<input type="checkbox"/>
05/10/2024	AMAZON.COM	\$86.37	1234	Posted to G/L	<input type="checkbox"/>
05/10/2024	US Foods/Chef's Store	\$92.44	1234	Posted to G/L	<input type="checkbox"/>

Total for Fund: 26 Total Amount: \$2,817.68

Total Amount: \$2,817.68

End of Report

Eddyville Charter School, Inc.

Student Activities Summary Report

From: 7/1/2023 To: 6/30/2024

Fiscal Year: 2023-2024

Print Detail

Exclude Encumbrances Reverse Signs Page Break by Activity
 Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Exclude Encumbrances Balance	Reverse Signs	Page Break by Activity
	(19.59)	.00	19.59	.00	Encumbrances	Available Balance
000 Undesignated					.00	.00
701 Elementary Fundraiser	.00	.00	.00	.00	.00	.00
703 Classroom Supplies	675.00	800.00	.00	1,475.00	.00	1,475.00
704 Locker Fee	1,483.73	120.00	.00	1,603.73	.00	1,603.73
716 MS/HS Field Trip (6-12)	549.85	.00	.00	549.85	.00	549.85
719 Activities Bus	145.00	.00	.00	145.00	.00	145.00
720 Elem Athletics Supplies	1,880.90	1,200.00	(990.00)	2,090.90	.00	2,090.90
721 Boys BB	597.07	.00	.00	597.07	.00	597.07
722 Girls BB	70.98	1,406.86	(1,116.33)	361.51	.00	361.51
723 CX	.00	434.00	.00	434.00	.00	434.00
724 VB	2,777.65	9,137.00	(6,319.29)	5,595.36	.00	5,595.36
725 Track	755.33	180.00	.00	935.33	(702.57)	232.76
727 Cheer	447.40	.00	.00	447.40	.00	447.40
728 Gate Receipts	.00	7,261.28	.00	7,261.28	.00	7,261.28
729 Pay to Play	.00	8,336.00	.00	8,336.00	.00	8,336.00
730 Football	1,215.34	4,161.00	(5,154.84)	221.50	.00	221.50
731 MS/HS Athletic Supplies	13,741.24	17,802.06	(17,150.72)	14,392.58	(927.92)	13,464.66
732 Baseball	574.39	991.20	(1,076.69)	488.90	.00	488.90
733 Softball	.00	.00	.00	.00	.00	.00
735 MS Basketball	.00	3,340.00	(1,505.53)	1,834.47	.00	1,834.47
740 Scoreboard Advertising	.00	2,236.26	.00	2,236.26	.00	2,236.26
742 Uniform Fees	450.00	.00	.00	450.00	.00	450.00
748 PE Locker/Towel Fee 6-12	50.00	.00	.00	50.00	.00	50.00

Eddyville Charter School, Inc.

Student Activities Summary Report

From: 7/1/2023

To: 6/30/2024

Fiscal Year: 2023-2024

Print Detail
 Exclude Encumbrances
 Reverse Signs
 Page Break by Activity
 Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
749 Technology Fee	580.49	856.00	.00	1,436.49	.00	1,436.49
750 Art	16.05	118.00	.00	134.05	.00	134.05
751 Drumming/Native Studies	129.03	1,755.05	(584.42)	1,299.66	.00	1,299.66
752 Hobby Hour	128.47	.00	.00	128.47	.00	128.47
753 Career Technical Ed	4,622.19	3,166.00	(4,070.77)	3,717.42	(1,272.29)	2,445.13
754 Yearbook/Annual	(523.38)	485.00	(1,113.65)	(1,172.03)	.00	(1,172.03)
755 Concessions	297.27	4,792.05	(4,020.39)	1,068.93	.00	1,068.93
756 Foods	1,205.62	1,186.50	(1,631.43)	760.69	.00	760.69
757 Horticulture	3,972.82	2,029.29	(2,248.47)	3,753.64	.00	3,753.64
760 PAADA/OHANA	2,869.80	.00	(138.00)	2,731.80	.00	2,731.80
761 Student Incentives	5,772.01	5,647.07	(5,574.50)	5,844.58	(154.14)	5,690.44
762 Technology	.00	.00	.00	.00	.00	.00
763 BLM	1,141.99	.00	(210.25)	931.74	.00	931.74
764 Drama	391.00	.00	.00	391.00	.00	391.00
765 Leadership	860.17	1,696.75	(1,595.44)	961.48	(33.80)	927.68
766 EMR	70.00	.00	.00	70.00	.00	70.00
767 Photography	155.35	.00	(155.35)	.00	.00	.00
778 Sixth/Seventh/Eighth Grade	133.74	.00	.00	133.74	.00	133.74
779 Elementary General	4,513.54	2,890.00	(2,551.66)	4,851.88	(382.26)	4,469.62
780 Kindergarten	74.16	223.95	.00	298.11	.00	298.11
781 First Grade	521.43	223.95	.00	745.38	.00	745.38
782 Second Grade	725.98	223.95	.00	949.93	.00	949.93
783 Third Grade	51.97	223.95	.00	275.92	.00	275.92

Eddyville Charter School, Inc.

Student Activities Summary Report

From: 7/1/2023 To: 6/30/2024

Fiscal Year: 2023-2024

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Range Balance	Encumbrances	Encumbrances	Available Balance
	(279.53)	5,666.00	(205.07)	5,181.40	(909.00)		4,272.40
784 Fourth Grade	28.44	.00	.00	28.44	.00		28.44
785 Fifth Grade	.00	.00	.00	.00	.00		.00
786 Sixth Grade	.00	.00	.00	.00	.00		.00
787 Class of 2022	.00	.00	.00	.00	.00		.00
788 Class of 2021	.00	.00	.00	.00	.00		.00
789 Class of 2033	.00	.00	.00	.00	.00		.00
790 Class of 2032	.00	.00	.00	.00	.00		.00
791 Calls of 2031	.00	.00	.00	.00	.00		.00
792 Class of 2030	.00	.00	.00	.00	.00		.00
793 Class of 2029	52.34	.00	.00	52.34	.00		52.34
797 Textbook Fees	75.00	.00	.00	75.00	.00		75.00
799 Over/Short	254.75	.00	(254.75)	.00	.00		.00
800 Class of 2023	1,255.13	241.42	(1,496.55)	.00	.00		.00
801 Class of 2024	6,161.07	4,467.57	(7,912.72)	2,715.92	(1,942.08)		773.84
802 Class of 2025	28.50	5,283.15	.00	5,311.65	(998.99)		4,312.66
803 Class of 2026	(109.36)	3,659.50	(1,400.00)	2,150.14	.00		2,150.14
804 Class of 2027	957.48	181.50	.00	1,138.98	.00		1,138.98
805 Class of 2028	52.33	445.00	.00	497.33	.00		497.33
850 Coffee Shop	2,056.74	6,109.17	(3,560.69)	4,605.22	(411.55)		4,193.67
GRAND TOTALS	63,636.88	108,956.48	(72,017.92)	100,575.44	(7,734.60)		92,840.84

End of Report

June 2024

Administration Report

Enrollment: Steady at 200 with Kinder registration already in progress. ECS graduated 18 seniors this year and we currently have 5 kindergarten registrations in the system. 2024-25 CAP increased to 250, but we won't know accurate numbers until school begins.

2024 Summer Learning Program application has been submitted and the grant agreement has been approved, signed and funding drawing down. 2024 allocation is just over \$73,000 for K-8 learning, intervention and enrichment activities. The program runs from July 24 - August 5.

Summer athletic camps are set and promoted by our athletic director through multiple channels.

Mrs. Pearson is managing and finalizing the secondary master schedule and Mr. Clendenin has the working elementary master schedule to move forward with for 2024-25.

Hiring is being finalized for HS math and the library position. Both positions will offer electives for ms/hs students. Once this final piece is complete, the master schedule can be finalized.

ECS successfully graduated 100% of our senior class! Graduation was a success thanks to our staff, students and parents. Grad night was also a success thanks to our parents for putting that event together!

100% 9th grade on-track reporting as of June 10. Letters and recovery plans will be established, should a student make a change the last week/finals. Letters for any intervention will go out with report cards in the coming weeks.

Awards nights have been a success so far and our final event is June 12 with our 8th grade promotion.

Fun Day is scheduled for the afternoon of June 13 - students' last day. Thanks to our Booster Club and staff support for making this a wonderful end-of-the-year event.

STEAM education (w/LEGO education) three-year phase plan is set in motion. I applied for a grant to supply all of K-12 with class kits and coordinated staff training for the first PD Friday in September. The goal is to have robotics and coding education in all classrooms, K-12 for year one and offer Friday enrichment courses for Free. Year 2 will add a second HS elective and an official robotics club. Year three has a more robust club and a 3rd elective with coding and the sphere robot.

Staff grading and check out day is June 14. Staff will also honor Mr. Brown (retirement), Megan (baby shower) and I hear my Farewell.

Administrative

All curriculum and associated training is set up for staff for the 2024-25 year. Master schedules are built and bell schedules set with the information available this spring.

All administrative level job descriptions have been updated and submitted to HR.

Access and credentials have been given or set up for Mr. Clendenin to take over the website, social media, Canva publications account for social media blasts and marketing, etc. and Remind. I have set up a list of contacts for him to reach out to for ODE accounts, LCSD accounts, Cognia accreditation and survey data and e-rate accounts.

The OSBA Policy MOU with LCSD has been submitted for the 2024-25 year. This continues our use of OSBA for online policy management.

Seaside conference is set and ECS will have a team represented. Missy (HR) and Karla (Principal and Athletic Director) and myself (Superintendent/Principal). This will be my last term as OASSA 1A/2A state rep. since this is a board for secondary administrators only. It has been an honor to serve fellow admin. in the small schools across Oregon over the past several years.

ECS Athletics
Board Report



Coaching Changes

MS Football - Tom Morris has resigned. Assistant Coach Logan LaVaque has been hired as the head coach.

HS Cheerleading - Brandy Thomson has resigned. The position has been posted.

HS Volleyball - Alain Brown has resigned. Assistant Coach Chelsea Gassner has been hired as the head coach.

Summer Open Gyms/Fields

Most of our teams will be hosting open gyms, open fields, weight training, etc. throughout the summer. Coaches will use Remind to update players and parents of summer workout schedules. Our gym floor is being resurfaced on June 20th, so the gym will be closed until the first week of July.

State-wide Moratorium Week

July 28th-August 3rd - Coaches and athletic staff are not allowed to have any contact with their players/student athletes during this week. The gym, field and weight room will be closed for the week.

Fall Sports Schedules

Our fall sports schedules can be found on OSAA.

6-Man All-Star Game

Abe Silvonen will be coaching the West team in the East vs. West 6-man all-star game in LaGrande on June 21st at 1:00 P.M.. Dayton Silvonen, Dustin Prindel, Konner Bledsoe, Brayden Mekemson and Cameron Jensen will be joining Abe for this fun and memorable event.



Board Report | Facilities May/2024

Facilities Happenings this past month:

- Elementary hall construction
- RFP business (still)
- Grounds work
- Security Camera Trial
- Janitorial Hiring
- Security system failure

Facilities: On the radar for the next month:

- RFP business (continued)
- General maintenance
- Graduation
- Fun Day
- New camera system Trial
- New employee onboarding
- New door security system + panic button

Spot AI Overview

Spot AI's Cloud Dashboard showcases its advanced AI-driven video security services, where ease of use meets sophistication. The dashboard enables access to all camera feeds and data from any device, providing real-time, multi-location monitoring whilst negating the need for an extensive, resource-intensive network.

Spot AI System Bids

LTT Partners-3yr/\$17,136 5yr/\$24,990.00

ACT- 3yr/ \$17,246.00 5yr/ \$24,628.00

Spot AI- 3yr/\$17,136 (annual \$5,712, monthly \$476) 5yr/ \$24,990 (Annual \$4,998, monthly \$417)

Spot AI will allow the School to pay in monthly and annual installments interest free.

RFP UPDATE: Hagen to have demands to mediator by 5/10. Demands received on the 20th
June 19 Confirming mediation.
June 18 premeditation materials to Eric.

The current total for the project stands at \$412,756.19.

Danny Wheeler | Facilities Director

Eddyville Charter School

Code: AC
Adopted:

Nondiscrimination

The public charter school prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The public charter school may not limit student enrollment based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, gender identity, income level, proficiency in English language, the terms of an individualized education program (IEP), or athletic ability, except as authorized under Oregon law. The school may limit admission to students within a given grade level. The school must select students through an equitable lottery selection process if the number of student applicants exceeds the capacity of a program, class, grade level or building. The school may implement a weighted lottery that favors historically underserved students in accordance with ORS 338.125. The school may give priority for admission to students in accordance with ORS 338.125.

The public charter school prohibits discrimination and harassment in, but not limited to: employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to the school and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The public charter school prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice or because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing, and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising the rights guaranteed under state and federal law.

The Board encourages staff to improve human relations within the school, to respect all individuals, and to establish channels through which the school community can communicate their concerns to school administration and the Board.

The Board designates the Superintendent as the public charter school's civil rights coordinator and directs them to make contact information available to staff, students and parents.

The administrator shall appoint individuals at the public charter school to contact on issues concerning the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001.

Rights Act, Title IX of the Education Amendments Act, and other civil rights or discrimination issues, and notify students, parents, and employees with their names, office addresses, and phone numbers.

The Board will adopt and the public charter school will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees, and the public, and such procedures will be available at the school's administrative office [during business hours] and published on the home page of the school's website.

END OF POLICY

Legal Reference(s):

<u>ORS 174.100</u>	<u>ORS 659A.001</u>	<u>ORS 659A.309</u>
<u>ORS 197.630</u>	<u>ORS 659A.003</u>	<u>ORS 659A.321</u>
<u>ORS 326.051(1)(e)</u>	<u>ORS 659A.006</u>	<u>ORS 659A.409</u>
<u>ORS 338.115</u>	<u>ORS 659A.009</u>	
<u>ORS 338.125</u>	<u>ORS 659A.029</u>	<u>OAR 581-021-0045</u>
<u>ORS 408.230</u>	<u>ORS 659A.030</u>	<u>OAR 581-021-0046</u>
<u>ORS 659.805</u>	<u>ORS 659A.040</u>	<u>OAR 581-021-0047</u>
<u>ORS 659.815</u>	<u>ORS 659A.103 - 659A.145</u>	<u>OAR 539-003</u>
<u>ORS 659.850 - 659.860</u>	<u>ORS 659A.230 - 659A.233</u>	
<u>ORS 659.865</u>	<u>ORS 659A.236</u>	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018)

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R. Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018)

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

OSBA Model Charter School Sample Policy

Code: BBF
Adopted:

Board Member Standards of Conduct

Individual Board members and the Board as a public entity, must comply with the ethics laws for public officials.

Board members will treat other Board members, the administrator, staff and the public with dignity and courtesy and will provide an opportunity for all parties to be heard with due respect for their opinions.

Board members will recognize the administrator as the chief executive officer to whom the Board has delegated administrative authority to establish regulations and oversee the implementation of Board policy.

When a Board member expresses personal opinions in public, the Board member should clearly identify the opinions as personal.

A Board member will respect the privacy rights of individuals when dealing with confidential information gained through association with the public charter school.

A Board member will keep information and documents discussed in an executive session, confidential.

A Board member will not post confidential information or documents about students, staff or school business online, including but not limited to, on social media.

Board members will treat fellow other Board members, staff, students and the public with respect while posting online or to social media and will adhere to Oregon Public Meetings Laws, including when communicating with other Board members via websites or other electronic means.

A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make an oral report by telephone or otherwise to the local Department of Human Services (DHS)¹, to the designee of the department or to a local law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

Legal Reference(s):

ORS 192.610 - 192.710
ORS Chapter 211

ORS 338.115(2)
ORS 119B.005

ORS 119B.010
ORS 119B.015

¹ [How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)]

Eddyville Charter School

Code: BBFC
Adopted:

Reporting of Suspected Abuse of a Child

A Board member is a mandatory reporter of child abuse¹. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately notify the Oregon Department of Human Services (DHS) or local law enforcement pursuant to Oregon Revised Statute (ORS) 419B.015.

The Board member making a report of child abuse, as required by ORS 419B.010, shall make an oral report by telephone or otherwise to the local office of through the centralized child abuse reporting system established by Department of Human Services DHS² to the designee of the department or to a law enforcement agency within the county where the Board member making the report is located at the time of the contact.

The report shall must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the care of the child, the child's age, the nature and extent of the abuse, including any evidence of previous abuse, the explanation given for the abuse, and any other information that the Board member making the report believes might be helpful in establishing the cause of the abuse and the identity of the perpetrator.

END OF POLICY

Legal Reference(s):

ORS 338.115
ORS 419B.005

ORS 419B.010
ORS 419B.015

Senate Bill 415 (2019)

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)]

Eddyville Charter School

Code: CBG

Adopted:

Evaluation of the ~~{Administrator}~~ Director

(Optional policy. Review the director's contract prior to amending to ensure there is no conflicting language.)

The ~~{administrator's}~~ director's job performance will be evaluated formally at least annually. Additional ~~e~~Criteria for the evaluation, if any, will be developed prior to conducting the evaluation. The ~~{administrator}~~ director will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the ~~{administrator}~~ director and their performance will be conducted in an executive session, unless the ~~{administrator}~~ director requests a session open to the public. Such an executive session will not include a general evaluation of any public charter school goal, objective or operation. Results of the evaluation will be written and placed in the ~~{administrator's}~~ director's personnel file.

At the Board's discretion, it may notify the ~~{administrator}~~ director in writing of specific areas to be remedied, and the ~~{administrator}~~ director may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the ~~{administrator's}~~ director's performance remains unsatisfactory, the Board may dismiss or non-renew the ~~{administrator's}~~ director's pursuant to Board policy, the ~~{administrator's}~~ director's employment contract and state law and rules. In those situations where the ~~{administrator's}~~ director's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

ORS 338.115(2)

Eddyville Charter School

Code: CCG
Adopted:

Evaluation of Administrators

{Optional policy. This policy is intended for public charter schools that have multiple levels of school administrators, such as an executive director that supervises a principal or other administrator.}

The [director] will implement and supervise an evaluation system for administrators ~~and~~ ~~personnel~~. The purpose of administrator evaluations is to assist an administrator with developing and strengthening their professional abilities, to improve the instructional program and to improve the management of the public charter school system, and for supervisors to make recommendations regarding their employment and/or salary status.

A formal evaluation will be conducted at least once each year.

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the director and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation shall use the following educational leadership-administrator standards¹ adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

¹ These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the public charter school for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
 - a. Classroom-based assessments including observations, lesson plans and assignments;
 - b. Portfolios of evidence;
 - c. Supervisor reports; and
 - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the public charter school, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;
2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the student and the public charter school(s);
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other teachers and administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

evaluation and support systems established by the public charter school must evaluate administrators on a regular cycle. The [director] shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8)

ORS 312.120

OAR 581-022-2410

ORS 338.115(2)

ORS 312.815 - 342.856

OAR 581-022-2420

Hanson v. Culver Sch. Dist. (FDAB 1975)

Eddyville Charter School

Code: DJC
Adopted:

Bidding Requirements

{Highly recommended policy. The Board serves as the Local Contract Review Board (LCRB) and has the ability to adopt its own procurement rules. Many public charter schools choose to use the *Oregon Attorney General's Model Public Contracting Rules* in OAR Chapter 137, Divisions 045 - 049. If the LCRB does not adopt rules, the Attorney General's Model Public Contracting Rules apply. This policy is based on those rules. The LCRB may also include as part of its rules portions of the Oregon Department of Administrative Services administrative rules in OAR Chapter 125, Divisions 269 - 249. If the LCRB adopts its own rules, delete portions of this policy that are inconsistent with those rules.}

The Board is the Local Contract Review Board (LCRB) for the public charter school. The LCRB has not adopted its own rules of procurement. Consequently, the *Oregon Attorney General's Model Public Contracting Rules*¹ shall apply to the public charter school.²

Additionally, the public charter school may include as part of its procedures portions of the Oregon Department of Administrative Services administrative rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246 - 249.

The LCRB may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the public charter school and made available on request.

The public charter school may not artificially divide or fragment a procurement to reduce the procurement requirements.

The superintendent may develop administrative regulations or procedures to assist with the implementation of this policy and applicable procurement rules.

Goods and Services

The public charter school will purchase goods and services through the following procedures, unless an exception applies:

1. **Small Procurement.** For purchases of goods and services with a contract price not exceeding \$25,000, the public charter school can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.
2. **Intermediate Procurement.** For purchases of goods and services with a contract price exceeding \$25,000, but not exceeding \$250,000, the public charter school shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The public charter school will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the public charter school will make a written record of the effort made. The public charter school may negotiate with a prospective contractor to clarify the quote or

¹ Oregon Administrative Rules (OAR) 137-045 - 049

² See ORS 279A.065(5). {The LCRB can formally adopt the AG rules. If the LCRB formally adopts the rules, the public charter school is required to review the AG rules each time there is a modification.}

offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.

3. Regular Procurement. For purchases exceeding \$250,000, the public charter school will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.
4. Emergency Procurements. In situations of emergency³, the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the public charter school is not required to follow general procurement requirements. The public charter school must ensure competition for the contract that is reasonable and appropriate under the circumstances. The public charter school must document the nature of the emergency and the method used for the selection of the contractor.
5. Sole-source Procurements. If the LCRB or designee determines that the goods or services are available from only one source, the public charter school may award a contract without competition. To the extent reasonably practicable, the public charter school shall negotiate with the sole source to obtain contract terms that are advantageous to the public charter school. The determination of sole source must be based on written findings and may include:
 - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
 - b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
 - c. That the goods or services are for use in a pilot or experimental project; or
 - d. Other findings that support the conclusion that the goods or services are available from only one source.⁴
6. Special Procurements. "Special procurement" means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be conducted in accordance with ORS 279B.085, OAR 137-047-0285[, and] this policy [and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement].⁵
7. Personal Services Contracts. "Personal services contract," as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.⁶ Unless otherwise designated by the LCRB, personal services contracts will be procured

³ "Emergency" means circumstances that:

1. Could not have been foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract to remedy the condition.

⁴ If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

⁵ {If the LCRB has designated contracts or classes of contracts as special procurements, include this information along with reference to the LCRB action.}

⁶ This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, Bidding Requirements – DJC

in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding.⁷ All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.⁸

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process in accordance with ORS 279B.030.

Public Improvements

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the public charter school.⁹ The public charter school will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than \$25,000 are exempt from competitive bidding.
2. Intermediate Procurements. For public improvement contracts not exceeding \$100,000, the public charter school may utilize three quotes¹⁰:
 - a. The request for the quotes shall be in writing (unless not reasonably practicable)¹¹;
 - b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

The public charter school shall award the contract to the prospective contractor whose quote will best serve the interest of the public charter school, based on the selection criteria. If the award is not made to the offeror and quote with the lowest price, the public charter school will make a written record of the basis for the award. Amendments to a contract awarded via intermediate procurement may be increased in accordance with OAR 137-049-0160(6)-(7).

filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19)). Also includes architectural, engineering, photogrammetric mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

⁷ {If the LCRB has designated contracts or classes of contracts as personal services contracts, include this information along with reference to the LCRB action.}

⁸ See ORS 670.600 and OAR 459-005-0020.

⁹ Public improvement does not include:

1. Projects for which no funds of the public charter school are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

¹⁰ If three quotes are not reasonably available, the public charter school shall make a written record of the effort made to obtain these quotes.

¹¹ For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

3. Regular Procurements. For purchases exceeding \$100,000, the public charter school will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.
4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.
5. Community Benefit Contracts. "Community benefit contract" means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:
 - a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
 - b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
 - c. Provide employer -paid family health insurance; and
 - d. Meet any other requirements that the I.CRB sets forth.

Community benefits contracts may be procured in accordance with ORS 279C.308.

6. Construction Manager/General Contractor (CM/GC) Procurement. The public charter school shall procure CM/GC services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3) and OAR 137-049-0690, which requires "the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants or both staff and consultants who have demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, Public Contracting and project management."

END OF POLICY

Legal Reference(s):

ORS Chapter 279	ORS 70.600	OAR Chapter 137, Divisions 045 -
ORS Chapter 279A	OAR Chapter 125, Divisions 246 -	049
ORS Chapter 279B	249	OAR 139-005-0020
ORS Chapter 279C		

Oregon Procurement Manual, Oregon Department of Administrative Services.

Eddyville Charter School

Code: DJC-AR
Revised/Reviewed:

Exemptions from Competitive Bidding and Special Procurements

{This optional administrative regulation is intended to provide guidance for the public charter school in preparing a request for special procurement to the Local Contract Review Board (LCRB). This administrative regulation is not intended as procurement rules in place of the *Attorney General's Model Public Contracting Rules* or rules adopted by the LCRB.}

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts below threshold levels in accordance with ORS 279B.065 (small procurements for goods and services), 279B.070 (intermediate procurements for goods and services) and 279C.412 (intermediate procurements for public improvements);
2. Special procurements for goods and services in accordance with ORS 279B.085 and OAR 137-047-0285;¹
3. Contracts which have been exempted under ORS 279A.025 and 279C.335; and
4. Any other contract exempted by law.

SPECIAL PROCUREMENTS FOR GOODS AND SERVICES

To proceed with a special procurement, the public charter school shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB). This request shall describe the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement, and circumstances that justify the use of a special procurement.

The special procurement must be unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts; and (A) must be reasonably expected to result in substantial cost savings to the public charter school or to the public; or (B) must substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or any related rules.

After LCRB approval, the public charter school may proceed with a special procurement. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the public charter school intends to award a contract through special procurements that calls for competition among prospective contractors, the public charter school shall award the contract to the contractor it determines to be most advantageous to the public charter school.

When the LCRB approves a class special procurement the public charter school may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

¹ Procurement law for goods and services uses the term "special procurement." Procurement law for public improvement contracts does not use the term "special procurement," but a comparable exemption is allowed under ORS 279C.335.

The following are additional considerations and requirements for specific types of special procurements. The request submitted to the LCRB should address these provisions and satisfy any requirements.

Brand Names or Equal²

1. "Brand name or equal specification" means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics needed to meet the public charter school's requirements and that authorizes bidders or proposers to offer goods or services that are equivalent or superior to those named or described in the specification.
2. "Brand name specification" means a specification limited to one or more products, brand names, makes, manufacturer's names, catalog numbers or similar identifying characteristics."
3. "Specification" means any description of the physical or functional characteristics of, or of the nature of, goods or services to be procured by a contracting agency.³

A brand name or equal specification may be used when the use of a brand name or equal specification is advantageous to the public charter school because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the public charter school. The public charter school is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final. Nothing in the law or this administrative regulation may be construed as prohibiting the public charter school from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the contracting agency.

A brand name specification may be prepared and used only if the public charter school determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the public charter school based on one or more of the following written determinations:

1. That use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;
2. That use of a brand name specification would result in substantial cost savings to the contracting agency;
3. That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or
4. That efficient utilization of existing goods requires the acquisition of compatible goods or services.

Advertising Contracts, Purchase of⁴

² For additional guidance, see OAR 125-247-0691.

³ Specification may include a description of any requirement for inspecting, testing or preparing goods or services for delivery.

⁴ See OAR 125-247-0288(5) for additional guidance.

The public charter school traditionally purchases advertising in newspapers, however, the public charter school may also purchase advertising in other media, such as radio, television or the internet. Advertising contracts may be procured without competitive procurement based on findings of:

1. Advertisements are placed in a particular source because of the specific audience that source serves;
2. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the public charter school is limited;
3. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
4. Advertisements may be placed to satisfy legal notice or Board policy requirements;
5. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
6. The communities served by the public charter school rely upon its use of the local daily newspaper as a central source of news and information regarding public charter school activities; or
7. It is unknown whether contracts for advertisements placed with radio, television, the internet or other media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible, savings could be obtained through competitive means, the public charter school would attempt to obtain competitive quotes or bids, as appropriate.

Advertising Contracts, Sale of

The public charter school may sell advertising for public charter school publications and activities, regardless of a dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The public charter school itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Equipment Repair and Overhaul⁵

The public charter school may enter into a public contract for equipment repair or overhaul without competitive bidding when competitive procurement is not practical. This may include when service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing, or service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source. The public charter school will use a competitive procedure to the extent practicable.

⁵ For additional guidance, see OAR 127-247-0288(6).

If the repair or overhaul qualifies as an emergency, the public charter school may use emergency procurement procedures.

Copyrighted Materials

Contracts for the procurement or distribution of textbooks are exempt from public procurement requirements. Purchase of copyrighted materials available from only one source may be procured through the sole source procedures. Requests for special procurement approval for the purchase of other copyrighted materials may be submitted to the LCRB with supporting information.

Used Personal Property or Equipment, Purchase⁶

The public charter school may purchase used property or equipment without obtaining competitive bids or quotes, if at the time of purchase, the LCRB has determined that the purchase will result in substantial cost savings to the public charter school or promote the public interest and will unlikely diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used," at the time of public charter school purchase.

Information Technology and Telecommunication Contracts⁷

The public charter school may enter into a contract to acquire information technology hardware and software and services (including telecommunications) without competitive bidding if, the LCRB has determined that the purchase will result in substantial cost savings to the public charter school or promote the public interest and will unlikely diminish competition or encourage favoritism.

Renegotiation of Existing Contracts with Incumbent Contractors

The public charter school may amend or renegotiate contracts with existing vendors, service providers or other parties in accordance with OAR 137-047-0800.

EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Oregon law⁸ allows for exceptions to competitive bidding for public improvement contracts or classes of contracts when the LCRB approves findings that:

1. The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and

⁶ For additional guidance, see OAR 125-247-0288(10). When contracting with another governmental entity, a public charter school has a statutory exception under ORS 279A.025. The public charter school may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

⁷ For additional guidance, see OAR 127-247-0185.

⁸ See ORS 279C.335.

2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public charter school.

In approving a finding, the LCRB shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvement;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
11. Whether the public improvement involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;
13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

In granting this exemption, the LCRB shall:

1. If appropriate, direct the use of alternative contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition;

2. Require and approve or disapprove written findings by the public charter school that support awarding a particular public improvement contract or a class of public improvement contracts, without the competitive bidding requirements. The findings must show that the exemption complies with the requirements outlined in this administrative regulation; and
3. If the procurement involves construction manager/general contractor services, require the public charter school conduct the procurement in accordance with OAR 137-049-0690.

Notification of a proposed exemption under this section must be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the date on which the LCRB intends to take action to approve or disapprove the exemption. The notice must state that in response to a written request, the public charter school will hold a public hearing for the purpose of taking comments on the draft findings for an exemption from the competitive bidding requirement.⁹ If a hearing is held, the public charter school shall offer an opportunity for any interested party to appear and comments. If the public charter school must act promptly because of circumstances beyond the public charter school's control that do not constitute an emergency, notification of the proposed exemption may be published simultaneously with the public charter school's solicitation of contractors, as long as responses to the solicitation are due at least five days after the agency intends to take action to approve or disapprove the proposed exemption.

⁹ The public charter school may hold a hearing even if there is no written request.

Eddyville Charter School

Code: EBBA
Adopted:

Student Health Services**

{Highly recommended policy. The requirement for schools to develop and implement a health services plan comes from OAR 581-022-2220.}

Although the public charter school's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The public charter school shall maintain a written prevention-oriented health services plan for all students. The health services plan will¹:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols²;
3. Outline a school communication plan³;
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed⁴;
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;
7. Describe how hearing, vision and dental screenings are managed and/or verified for required students⁵;

¹ For exact language and complete requirement, see OAR 581-022-2220(1).

² For specific protocol content requirements, see OAR 581-022-2220(1)(b).

³ For requirements of this plan see OAR 581-022-2220(1)(c).

⁴ For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

⁵ For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

8. Include a process to assess and determine a student's health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school⁶;
9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹; and][.]
12. List the positions in the school which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).

Any nurse(s) employed by the public charter school and providing services to students on behalf of the school shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the public charter school shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹⁰

A nurse employed by the public charter school will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.

The public charter school provides a menstrual product dispenser with a variety of products in every student bathroom¹¹ which meets the requirements of law.

END OF POLICY

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting

⁸ Medication laws can be found in ORS 339.866 - 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD JHIDA - Medications

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

¹⁰ For additional delegation requirements see OAR 551-017-0030.

¹¹ ["Student bathroom" means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)]

Legal Reference(s):

ORS 329.025

ORS 338.115

OAR 581-021-0590

ORS 336.201

OAR 581-021-0017

OAR 581-022-2050

ORS 336.204

OAR 581-021-0031

OAR 581-022-2220

ORS 336.211 - 336.214

OAR 581-021-0587

OAR 581-022-2515

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

Eddyville Charter School

Code: EBC
Adopted:

Emergency Plan and First Aid**

The public charter school will maintain a comprehensive safety program for all employees and students. The administrator will consult with community, law enforcement and county agencies while developing this plan.

The school's emergency plan will meet the standards of the State Board of Education.

Copies of the emergency plan will be available in every school office and other strategic locations throughout the public charter school. Parents or guardians will be informed of the school's plan.

Procedures for handling health emergencies will be established and made known to staff. The public charter school and school vehicles will be equipped with appropriate first-aid supplies and equipment. All employees are expected to know where first-aid supplies and equipment are kept in their work areas.

The public charter school shall have, at a minimum, at least one staff member with a current first-aid/CPR/AED card for every 60 students enrolled and who are trained annually on the school and building emergency plans. Emergency planning will include the presence of at least one staff member with a current first-aid/CPR/AED card for every 60 students for school-sponsored activities where students are present.

The public charter school shall provide instruction to staff and students in the emergency plan and safety program.

END OF POLICY

Legal Reference(s):

ORS 30.800	OAR 137-002-0120 - 0139	OAR 581-053-0003(40)
ORS 192.660(2)(k)	OAR 137-002-0161	OAR 581-053-0220(3)(e)(B)(iii)
ORS 338.115(1)(z)	OAR 137-002-0360	OAR 581-053-0320(5)(b)
ORS 433.260	OAR 137-002-0377	OAR 581-053-0420(2)(I)(B)
ORS 433.441	OAR 581-022-2220	
OAR 137-002-0042	OAR 581-022-2225	

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018)

Eddyville Charter School

Code: EBCA
Adopted:

Safety Threats**

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

“Safety threat action” means a lockdown, lockout, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When the public charter school initiates a safety threat action the school shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)

ORS 338.115

ORS 339.324

OSBA Model Charter School Sample Policy

Code: EBCB
Adopted:

Emergency Procedure Drills and Instruction

{Highly recommended policy. This policy includes information about required instruction and drills on emergency procedures. See ORS 336.071}

The administrator will conduct emergency procedure drills in accordance with the provisions of Oregon Revised Statutes (ORS) and the applicable Oregon Fire Code.

The public charter school is required to instruct and drill students on school emergency procedures so that ~~students~~ they can respond to emergencies without confusion and panic. The emergency procedures shall include instruction and drills on fires, earthquakes, ~~which shall include~~ ^{1} tsunami procedures ~~in a tsunami hazard zone~~ and safety threats. Instruction and drills on ~~fires, earthquakes, and safety threats and tsunami dangers~~ ² for students emergency procedures shall be conducted for at least 30 minutes each school month.

The first emergency evacuation drill shall be conducted within 10 days of the beginning of classes.

Fire Emergencies

~~The public charter school will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year.~~ Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake [and Tsunami] Emergencies

^{3} At least two drills on earthquakes shall be conducted each year. ^{4} At least three drills on earthquakes that include tsunami drills shall be conducted each year.

Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of “drop, cover and hold on” during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the public charter school may include additional response procedures for earthquake emergencies.

^{5} Drills and instruction on tsunami emergencies shall include immediate evacuation after an earthquake, when appropriate, or after a tsunami warning to protect students against inundation by tsunamis.

¹ This is required language for a district in a tsunami hazard zone.

² This is required language for a district in a tsunami hazard zone.

³ {This is required language for a district not in a tsunami hazard zone }

⁴ {This is required action for a district in a tsunami hazard zone.}

⁵ {This is required action for a district in a tsunami hazard zone.}

Safety Threats

At least two drills on safety threats shall be conducted each year. Drills and instruction on safety threats shall include procedures related to lockdown, lockout, shelter in place and evacuation and other appropriate actions to take when there is a threat to student safety, and will include explanation of the school's communication strategy following a safety threat action (See Board policy EBCA - Safety Threats**).

The public charter school may provide additional instruction relating to other disasters such as flooding, drought, excessive snowfall or wildfires.⁶

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the school with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

Legal Reference(s):

ORS 97.660(2)(k)
ORS 339.071

ORS 338.115(1)(y)
ORS 339.324

ORS 176.030(1)
OAR 581-022-2225

Oregon State Fire Marshal, Oregon Fire Code (E014)

⁶ The Oregon Department of Education has resources available at <https://www.oregon.gov/ode/schools-and-districts/grants/pages/threat-and-hazard-resources.aspx>.

Eddyville Charter School

Code: GBN/JBA
Adopted:

Sexual Harassment

{Required policy if the employer is the public charter school. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

The public charter school is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the public charter school. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The public charter school processes complaints^{1} or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the public charter school, the public charter school will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The public charter school may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures^{2}.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

1. A demand or request for sexual favors in exchange for benefits;

¹ {Some schools may choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the school chooses to change these terms, new terms must be consistent and clear. Note, "complainant" is defined under federal law.}

² {Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence and Domestic Violence - Student (Board policy JI'CF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JIFF).}

³ "Third party" means a person who is not a student or a school staff member and who is: 1) on or immediately adjacent to school grounds or public charter school property; 2) at a school-sponsored activity or program; or 3) off school grounds or public charter school property if a student or a public charter school staff member acts toward the person in a manner that creates a hostile environment for the person while on public charter school property, or at a school-sponsored activity.

2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student’s educational activity or program;
 - b. Interferes with a public charter school staff member’s ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.

3. Assault when sexual contact occurs without the student’s, staff member’s, or third party’s consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats consent⁴.^{5}

Sexual harassment does not include conduct that is necessary because of a job duty of a public charter school staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person’s actions, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, ^{6}physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Superintendent	541-875-2942	
Karla Pearson	Secondary Principal	541-875-2942	

These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator and deputy coordinator.^{7} See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

⁴ “Without consent” means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

⁵ { The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the public charter school would like to include the full statutory definition, it can do so. }

⁶ { OAR 581-021-0038 requires that the policy include a “examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The public charter school has discretion in what is included in this list. If listing behaviors that are not reflected in OSBA recommendations, please have the list reviewed by the school’s legal counsel. }

⁷ { This must be communicated elsewhere, but it is a good reason to specify it here as well }

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a public charter school official so the public charter school official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the public charter school official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to public charter school officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate public charter school official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The public charter school may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The public charter school will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment. {⁸}

⁸ {OSBA strongly recommends the Board receive input from public charter school administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to
CR731-2004/04/24 | SL:LF

The public charter school may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for public charter school electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding public charter school procedures and resources.

When a student or staff member is harassed by a third party, the public charter school will consider the following:

1. Removing that third party's ability to contract or volunteer with the public charter school, or be present on public charter school property;
2. If the third party works for an entity that contracts with the public charter school, communicating with the third party's employer;
3. If the third party is a student of another public charter school or school, communicate information related to the incident to the other public charter school, school or school district;
4. Limiting attendance at public charter school events; and
5. Providing for additional supervision, including law enforcement if necessary, at public charter school events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a public charter school staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the public charter school's drug and alcohol

be..." (Title 34 C.F.R. § 106.30(a)), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.)

policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person⁹ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the public charter school shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include¹⁰:

1. Name and contact information for all person designated by the public charter school to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the public charter school that the [student, student's parents, staff member, person or person's parent] [person] who filed the complaint may pursue, including the person designated for the public charter school for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the public charter school may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the public charter school, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the public charter school;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or

⁹ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the public charter school should consider when to contact the person's parent.

¹⁰ Remember confidentiality laws when providing any information.

- b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the public charter school's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
 9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the public charter school office and on the website of the public charter school.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the public charter school conditioning the provision of an aid, benefit, or service of the public charter school on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the public charter school's education program or activity¹¹;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be

¹¹ "Education program or activity" includes locations, events, or circumstances over which the public charter school exercised substantial control over both the respondent and the context in which the sexual harassment occurs. (Title 34 C.F.R. § 106.44(a))

determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

5. “Domestic violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A public charter school’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The public charter school will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person’s verbal or written report. The report can be made at any time.

Superintendent is designated as the Title IX coordinator and can be contacted at 541-875-2942. The Title IX coordinator will coordinate the public charter school’s efforts to comply with its responsibilities related to this AR. The public charter school prominently will display the contact information for the Title IX coordinator on the public charter school website and in each handbook.^{12}

Response

The public charter school will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.¹³ The public charter school shall treat complainants and respondents equitably by providing

¹² {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements. }

¹³ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A public charter school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

supportive measures¹⁴ to the complainant and by following a grievance procedure¹⁵ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹⁶

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁷ The public charter school must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The public charter school shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the public charter school of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the public charter school does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the public charter school will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary¹⁸, or both.

¹⁴ (Title 34 C.F.R. § 106.44(a)) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the public charter school's educational environment, or deter sexual harassment. ¹⁴ The public charter school must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁵ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹⁶ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁷ The public charter school may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹⁸ Of the United States Department of Education.

No Retaliation

Neither the public charter school or any person may retaliate¹⁹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The public charter school must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the public charter school student handbook and on the school website. This policy shall also be made available at the school office. The public charter school shall post this policy on a sign in all buildings housing grades 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

ORS 213.706	ORS 312.850	ORS 659A.030
ORS 338.115	ORS 312.865	
ORS 312.700	ORS 659.850	OAR 581-021-0038
ORS 312.704	ORS 659A.006	OAR 581-020-0040
ORS 312.708	ORS 659A.029	OAR 581-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

¹⁹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Eddyville Charter School

Code: GBNAB/JHFE
Adopted:

Suspected Abuse of a Child Reporting Requirements** (Version 1)

{Required policy. ORS 339.372 requires school boards to adopt policy on reporting of suspected child abuse; a virtual public charter school should use Version 2.}

Any public charter school employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report immediately by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) or its designee through its centralized child abuse reporting system^[2] or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ~~Oregon Revised Statute (ORS) 419B.010~~. Any public charter school employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

~~If known,~~ The report shall ~~must~~ contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by public charter school employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All public charter school employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any public charter school employee who has reasonable cause to believe that another public charter school employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another public charter school employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or its designee~~ through its

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#), Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ "Contractor" means a person providing services to the public charter school under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Agent" means a person acting as an agent for the public charter school in a manner that requires the person to have direct, unsupervised contact with students.

⁶ "Volunteer" means a person acting as a volunteer for the public charter school in a manner that requires the person to have direct, unsupervised contact with students.

centralized child abuse reporting system or ~~the local~~ to a law enforcement agency pursuant to ORS 419B.015, and to ~~the~~ a designated licensed administrator.

The public charter school will designate a {⁷} licensed administrator and an {⁸} alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building, to receive reports of suspected abuse of a child by public charter school employees, contractors, agents, volunteers or students.

If the administrator is the alleged abuser the report shall be submitted to the [insert {⁹} licensed administrator position title] who shall also report to the Board chair.

The public charter school will post the names and contact information of the designees for each school building, in the respective school if applicable, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFF-AR(1) – Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for making a report to ~~local~~ law enforcement ~~and~~ or the ~~local~~ centralized child abuse reporting system of DHS ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to the designated licensed administrator. This information will be posted in the respective school building and on the school’s website.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the public charter school and set forth in administrative regulation GBNAB/JHFF-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS ~~or its designee~~ for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a public charter school employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the public charter school will take necessary actions to ensure the student’s safety. When there is reasonable cause to support a report, a public charter school contractor, agent or volunteer suspected of abuse shall be removed from providing services to the public charter school and the public charter school will take necessary actions to ensure the student’s safety.

The public charter school will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse of any actions taken by the public charter school as a result of the report.

⁷ {ORS 339.372 requires the public charter school to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, in the event the designated administrator is the alleged perpetrator, who are designated to receive reports of sexual conduct for a school building in the respective school building. A “licensed administrator” is a person employed as an administrator by the school and holds an administrative license issued by TSPC or may be a person employed by the school that does not hold an administrative license issued by TSPC if the school does not require the administrator to be licensed by TSPC (ORS 339.370 as amended by Senate Bill 51, 2021) An administrator not requiring licensing by the school will be registered as an administrator with TSPC (ORS 338.125(7)(a)) }

⁸ {Consider that this alternate licensed administrator may need to be a licensed administrator employed by the school’s sponsor if a second licensed administrator is not employed by the public charter school. Discuss this with the school sponsor and insert appropriate language.}

⁹ {A “licensed administrator” is a person employed as an administrator by the public charter school and holds an administrative license issued by TSPC or may be a person employed by the public charter school that does not hold an administrative license issued by TSPC if the public charter school does not require the administrator to be licensed by TSPC }

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a public charter school employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the public charter school or any public charter school employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The public charter school shall provide information and training each school year to public charter school employees on the prevention and identification of abuse, the obligations of public charter school employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The public charter school shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending public charter school-operated schools, and will be made available separately from the training provided to public charter school employees. The public charter school shall provide each school year information on the prevention and identification of abuse, the obligations of public charter school employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The public charter school shall make available each school year training that is designed to prevent abuse to students attending public charter school-operated schools.

The public charter school shall provide to a public charter school employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the public charter school, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on public charter school employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. [A public charter school employee, contractor or agent will not assist another public charter school employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the public charter school employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.]

Nothing in this policy prevents the public charter school from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The public charter school shall make available to students, public charter school employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the public charter school will be appropriate and only when directed by public charter school administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use public charter school e-mail, using mailing lists and/or other internet messaging approved by the public charter school to a group of students rather than individual students or as directed

by public charter school administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the public charter school is prohibited.

The administrator shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 338.125

ORS 338.257 - 418.259

OAR 581-022-2205

ORS 339.370 - 339.400

ORS 419B.005 - 419B.050

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021)

OSBA Model Charter School Sample Policy

Code: GBNAB/JHFE-AR(1)
Adopted:

Reporting Suspected Abuse of a Child (Version 1)

{Required administrative regulation, ORS 339.372 requires school boards to have procedures for reporting on, and responding to reports of, suspected abuse of a child. A virtual public charter school should use Version 2.}

Reporting

Any public charter school employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally~~ make a report ~~or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system^[2] or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any school employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in the same manner to~~ DHS ~~or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any public charter school employee who has reasonable cause to believe that another school employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another school employee, contractor, agent, volunteer or student shall immediately report such to the DHS ~~or its designee~~ through its centralized child abuse reporting system or ~~the local~~ to a law enforcement agency pursuant to ~~ORS 419B.015~~, and to the designated licensed administrator or alternate licensed administrator for their school building.

~~If known~~ The report shall must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the administrator is the alleged abuser the report shall be submitted to the [insert {⁴} licensed administrator position title] who shall also make a report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ {A "licensed administrator" is a person employed as an administrator by the public charter school and holds an administrative license issued by TSPC or may be a person employed by the school that does not hold an administrative license issued by TSPC if the school does not require the administrator to be licensed by TSPC }

which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made, and name of the school administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a public charter school employee, and there is reasonable cause to support the report, the school shall place the school employee on paid administrative leave⁵ and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the school takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the school determines that either 1) an employment policy was violated and the school will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the school against the employee.

When the designee receives a report of suspected abuse by a contractor⁶, agent or volunteer, the public charter school [may] [shall] prohibit the contractor, agent or volunteer from providing services to the school. [If the school determines there is reasonable cause to support the report of suspected abuse, the school shall prohibit the contractor agent or volunteer from providing services.] [The school may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁷ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.]

The written record of each reported incident of abuse of a child, action taken by the public charter school and any findings as a result of the report shall be maintained by the school.

If, following the investigation, the public charter school decides to take an employment action, the school will inform the school employee of the employment action to be taken and provide information about the appropriate appeal process. [The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.] [The employee may appeal the employment action taken through an appeal process administered by a neutral third party.]

If the public charter school is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the school will be placed in the records on the school employee maintained by the school. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the school may use the record as a basis for providing information required to be disclosed about a school employee under ORS 339.378(1). The

⁵ The public charter school employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁶ {The public charter school is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the school shall notify the company and request another company employee be assigned to complete the work.}

⁷ The public charter school will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

school will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law ~~recognizes these and other types of abuse~~ defines "abuse" in ORS 419B.005(1).

- ~~Physical:~~
- ~~Neglect:~~
- ~~Mental injury:~~
- ~~Threat of harm:~~
- ~~Sexual abuse and sexual exploitation~~

2. "Child" means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child-care agency~~ a child in care, as defined in ORS 418.257.

3. [A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.]

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the public charter school shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any public charter school employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A school employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The public charter school staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. [When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JIIFE-AR(2) - Abuse of a Child Investigations Conducted on School Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form.] If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or

designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with school procedures:

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, public charter school employees shall not notify parents or anyone else other than DHS or law enforcement agency, and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. Public charter school employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the public charter school from conducting its own investigation, unless another agency requests to lead the investigation or requests the school to suspend their investigation, or taking an employment action based on information available to the school before an investigation conducted by another agency is completed. The school will cooperate with agencies assigned to conduct such investigations.

Eddyville Charter School

Code: GCDA/GDDA
Adopted:

Criminal Records Checks and Fingerprinting *

{Required policy. Requirement/Authority for policy comes from OAR 581-021-0510 - 021-0512 and ORS 326.603 - 326.607.}

In a continuing effort to ensure the safety and welfare of students and staff, the public charter school shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, contractors, volunteers and others.

Requirements for Employees ^{¹}not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)}

All newly hired employees² not identified under Oregon Revised Statutes (ORS) 342.223³ are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the public charter school has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district⁴, or private school, and has not resided outside the state between the two periods of employment^{⁵}.

An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the public charter school. Fees associated with criminal records checks and fingerprinting for individuals applying for employment with the school and not requiring licensure shall be paid by the individual. An individual may request the fee be withheld from the amount otherwise due the individual. The school will withhold this amount only upon request of the subject individual.

The public charter school may⁶ begin the employment of an individual on a probationary basis pending before the return and disposition of the required criminal records checks.

When the criminal records check indicates an individual has been convicted of any crimes⁷ prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any

¹ {If the public charter school wants to include the larger section on TSPC-licensed employees (see p. 2), keep this bracketed language. If the school does not want to include the larger section on TSPC-licensed individuals, omit this bracketed language.}

² Any individual hired within the last three months. This does not include an employee hired within the last three months if the public charter school has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

³ ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

⁴ As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

⁵ {Additional exception applies through July 1, 2024. See ORS 326.603(4)(b).}

⁶ Decisions regarding which employees may begin before the return of the required criminal records checks must be made in a nondiscriminatory manner.

⁷ See OAR 581-021-0511(8).

crime, the individual will not be employed by the school, or if employed by the school will be terminated. An individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the school as provided by law [may] be employed by the school. Employment termination shall remove the individual from any school policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

Requirements for TSPC Licensed, Certified or Registered Individuals

1. Any individual who is applying for a license as a teacher, administrator or personnel specialist is subject to a criminal records check and fingerprinting, unless the individual has submitted to such a check through the Teacher Standards and Practices Commission (TSPC) within the previous three years, or has remained continuously licensed by or registered with TSPC for a different license or registration for which the individual has already submitted to a criminal records check and fingerprinting.
2. Any individual who is applying for an initial certificate under ORS 342.475 as a school nurse shall submit to a criminal records check and fingerprinting with TSPC.
3. Any individual who is applying for a registration as a public charter school teacher or administrator with TSPC shall submit to a criminal records check and fingerprinting with TSPC.
4. Any individual applying for reinstatement of an Oregon license or registration as a teacher, administrator or personnel specialist, or a certificate as a school nurse with the TSPC, whose license, registration or certificate has lapsed for at least three years, shall submit to a criminal records check and fingerprinting with TSPC.⁴
5. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist, if the individual does not hold a current license issued by TSPC and has not submitted to a criminal records check by TSPC within the previous three years for student teaching, practicum or internship as a teacher, administrator or personnel specialist, shall be required to submit to a criminal records check and fingerprinting with TSPC.]

Requirements for Contractors⁸

All individuals employed as or by a contractor and considered by the public charter school to have direct, unsupervised contact with students⁹ or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

The superintendent [or designee] will identify contractors who are subject to such requirements.

⁸ {The public charter school should include language regarding background checks in any contract that includes direct, unsupervised contact with students whenever applicable.}

⁹ "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

A contractor or an employee of a contractor required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from contract status, or withdrawal of offer of contract will be made by the public charter school upon:

1. Refusal to consent to a criminal records check and fingerprinting; or
2. Notification¹⁰ from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

A subject individual [may] [will] be terminated from contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.

Requirements for Volunteers

{¹¹} The public charter school shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;
1. Assistant coach;
2. Overnight chaperone;
3. Volunteers transporting students, other than their own, in a private vehicle off school property for a school-sponsored activity;
4. List of other positions subject to this fingerprinting, if any.

The service of a volunteer into a position identified by the public charter school as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

{¹²} Volunteers allowed by the public charter school into a position designated by the school to have direct, unsupervised contact with students shall submit to an in-state criminal records check.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

¹⁰ Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

¹¹ {If the public charter school requires fingerprinting for certain volunteer positions, the school is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the positions in the school which require such fingerprinting.}

¹² {If the public charter school allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and schools are required to conduct criminal records checks on these volunteers.}

A volunteer that is not likely to have direct, unsupervised contact with students, as determined by the public charter school, will be required to submit to an in-state criminal records check.

A volunteer who knowingly made a false statement on a public charter school volunteer application form or has a conviction of a crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the school.

{Fees associated with a required fingerprinting for volunteers shall be paid by the [individual] [public charter school].} Fees associated with required non-fingerprinting criminal records checks for volunteers shall be paid by the [individual] [public charter school].

A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and Board policy will be denied such ability to volunteer in the public charter school.

Requirements for Others

Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day is required to submit to a criminal records check and a fingerprint-based criminal records check.

Notification

The public charter school will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

The public charter school will provide the following notification to individuals subject to criminal records checks and fingerprinting:

1. Such criminal records checks and fingerprinting are required by law or Board policy;
2. All employment or contract offers [or the ability to volunteer] are contingent upon the results of such checks;
3. A refusal to consent to a required criminal records check and fingerprinting shall result in immediate termination from employment[,] [or] contract status[or the ability to volunteer in the public charter school];
4. A determination by the Oregon Department of Education (ODE) which affects an individual's eligibility to be employed, or contracted with, by the public charter school may be appealed to the Superintendent of Public Instruction under ORS 183.413 – 183.470;
5. An individual determined to have knowingly made a false statement as to the conviction of any crime on public charter school employment applications, contracts[,] [or] ODE forms {(written or electronic)} will result in immediate termination from employment or contract status;
6. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status[;] [.]

7. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the public charter school. The public charter school will remove the volunteer from the position allowing direct, unsupervised contact with students.

Processing and Reporting Procedures

Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the public charter school. The school shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

Fingerprints may be collected by one of the following:

1. Employing school staff;
2. Contracted agent of employing school;
3. Local or state law enforcement agency; or
4. Statewide vendor identified by the Oregon Department of Administrative Services.

To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the public charter school will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the public charter school of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime or has a conviction of a crime prohibiting employment[,] [or] contract[or volunteering].

A copy of the fingerprinting results will be kept by the public charter school. The school's use of criminal history must be relevant to the specific requirements of the position, services or employment.

END OF POLICY

Legal Reference(s):

ORS 181A.180	ORS 338.115	OAR 581-022-2430
ORS 181A.230	ORS 312.143	OAR 581-050-0012
ORS 326.603	ORS 312.223	OAR 581-050-0100
ORS 326.607	OAR 111-061-0010 – 061-0030	
ORS 336.631	OAR 581-021-0510 – 021-0512	

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2018).

Eddyville Charter School

Code: JBA/GBN
Adopted:

Sexual Harassment

{Required policy if the employer is the public charter school. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

The public charter school is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the public charter school. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The public charter school processes complaints^{1} or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the public charter school, the public charter school will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The public charter school may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures^{2}.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

1. A demand or request for sexual favors in exchange for benefits;

¹ {Some schools may choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the school chooses to change these terms, new terms must be consistent and clear. Note, "complainant" is defined under federal law.}

² {Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy JHFF/GBNAA).}

³ "Third party" means a person who is not a student or a school staff member and who is: 1) on or immediately adjacent to school grounds or public charter school property; 2) at a school-sponsored activity or program; or 3) off school grounds or public charter school property if a student or a public charter school staff member acts toward the person in a manner that creates a hostile environment for the person while on public charter school property, or at a school-sponsored activity.

2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a public charter school staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs ~~without the student's, staff member's, or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats~~ consent⁴.^{5}

Sexual harassment does not include conduct that is necessary because of a job duty of a public charter school staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, ^{6}physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Superintendent	541-875-2942	
Karla Pearson	Secondary Principal	541-875-2942	

These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator and Deputy Coordinator, respectively.^{7} See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

⁴ "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

⁵ {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the public charter school would like to include the full statutory definition, it can do so.}

⁶ {OAR 581-021-0038 requires that the policy include a "examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The public charter school has discretion in what is included in this list. If listing behaviors that are not reflected in OSBA recommendations, please have the list reviewed by the school's legal counsel.}

⁷ {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

Response

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a public charter school official so the public charter school official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the public charter school official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to public charter school officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate public charter school official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The public charter school may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. [Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.]

The public charter school will use [a reasonable person] standard when determining whether a hostile environment exists. [A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment. {⁸}]

⁸ {OSBA strongly recommends the Board receive input from public charter school administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to
CR7/31-204/04/24 | S1.LF

The public charter school may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. [Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for public charter school electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding public charter school procedures and resources.]

When a student or staff member is harassed by a third party, the public charter school will consider the following:

1. [Removing that third party's ability to contract or volunteer with the public charter school, or be present on public charter school property;
2. If the third party works for an entity that contracts with the public charter school, communicating with the third party's employer;
3. If the third party is a student of another public charter school or school, communicate information related to the incident to the other public charter school, school or school district;
4. Limiting attendance at public charter school events; and
5. Providing for additional supervision, including law enforcement if necessary, at public charter school events.]

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a public charter school staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the public charter school's drug and alcohol

be..." Title 34 C.F.R. § 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person⁹ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the public charter school shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include¹⁰:

1. Name and contact information for all person designated by the public charter school to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the public charter school that the [student, student's parents, staff member, person or person's parent][person] who filed the complaint may pursue, including the person designated for the public charter school for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the public charter school may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the public charter school, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the public charter school;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or

⁹ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the public charter school should consider when to contact the person's parent.

¹⁰ Remember confidentiality laws when providing any information.

- b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the public charter school's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
 9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the public charter school office and on the website of the public charter school.

[Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.]

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the public charter school conditioning the provision of an aid, benefit, or service of the public charter school on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the public charter school's education program or activity¹¹;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be

¹¹ "Education program or activity" includes locations, events, or circumstances over which the public charter school exercised substantial control over both the respondent and the context in which the sexual harassment occurs." Title 34 C.F.R. § 106.44(a).

determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

5. “Domestic violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A public charter school’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The public charter school will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person’s verbal or written report. The report can be made at any time.

Superintendent is designated as the Title IX coordinator [and can be contacted at 541-875-2942. The Title IX coordinator will coordinate the public charter school’s efforts to comply with its responsibilities related to this AR. The public charter school prominently will display the contact information for the Title IX coordinator on the public charter school website and in each handbook. {¹²}

Response

The public charter school will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.¹³ The public charter school shall treat complainants and respondents equitably by providing

¹² {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

¹³ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A public charter school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

supportive measures¹⁴ to the complainant and by following a grievance procedure¹⁵ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹⁶

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁷ The public charter school must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The public charter school shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the public charter school of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the public charter school does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the public charter school will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary¹⁸, or both.

¹⁴ (Title 34 C.F.R. § 106.44(a)) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the public charter school's educational environment, or deter sexual harassment.¹⁴ The public charter school must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁵ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹⁶ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁷ The public charter school may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹⁸ Of the United States Department of Education

No Retaliation

Neither the public charter school or any person may retaliate¹⁹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The public charter school must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the public charter school student handbook and on the school website. This policy shall also be made available at the school office [and in each building central office, if applicable]. The public charter school shall post this policy on a sign in all buildings housing grades 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

ORS 211.706	ORS 312.850	ORS 659A.030
ORS 338.115	ORS 312.865	
ORS 312.700	ORS 659.850	OAR 581-021-0038
ORS 312.704	ORS 659A.006	OAR 581-020-0040
ORS 312.708	ORS 659A.029	OAR 581-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018)

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

¹⁹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Eddyville Charter School

Code: JGAB
Adopted:

Use of Restraint or Seclusion**

{Required policy. The requirement for this policy comes from ORS 339.285 - 339.303 and other statute and OARs.}

The Board is dedicated to the development and application of best practices within the public charter schools educational/behavioral programs. The Board establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with public charter school students.

The use of the following types of restraint on a student in the public charter school is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

The use of a seclusion cell is prohibited.

¹ The use of a solid object, including furniture, a wall, or the floor, by public charter school staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the public charter school.

Restraint may be imposed on a student in the public charter school only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the public charter school only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator[, or volunteer], it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
 - b. Assisting the student to complete a task if the student does not resist the physical contact; or
 - c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.
2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

"Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student

is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Seclusion cell" means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
4. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
5. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.
6. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

"Mechanical restraint" does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
7. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice for standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice.
 8. "Prone restraint" means a restraint in which a student is held face down on the floor.
 9. "Supine restraint" means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the scope of the public charter school program whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

The public charter school shall only utilize the ~~+~~² a training program ~~of~~ for restraint or seclusion for use by the to train school staff. ~~As required by state regulation, the selected program shall be one and use in the school which has been approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the school must be in compliance with state and federal law with respect to the use of restraint and seclusion.~~

² ~~The public charter school must identify the program utilized for training.~~

The public charter school shall preserve, and may not destroy, any records related to an incident of restraint or seclusion, including an audio or video recording. The records must be preserved in the original format and without alteration in accordance with law.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with public charter school policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of student placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the public charter school to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics³ of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the public charter school for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the public at the public charter school's main office and on the public charter school website, to the Board, and to the school's sponsor.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The public charter school shall investigate all complaints regarding the use of restraint or seclusion practices according to the procedures outlined in Board policy KL - Public Complaints and KI -AR - Public Complaint Procedure. The complaint procedure is available at the school's administrative office and is available on the home page of the school's website.

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023. [This appeal process is

³ Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

represented in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.]

The administrator shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of restraint or seclusion by public charter school staff. A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 339.250
ORS 339.285
ORS 339.288
ORS 339.291
ORS 339.294
ORS 339.297

ORS 339.300
ORS 339.303

OAR 581-021-0061
OAR 581-021-0550
OAR 581-021-0553
OAR 581-021-0556

OAR 581-021-0563
OAR 581-021-0566
OAR 581-021-0568
OAR 581-021-0569
OAR 581-021-0570
OAR 581-022-2267
OAR 581-022-2370

Eddyville Charter School

Code: JGAB-AR

Revised/Reviewed:

Use of Restraint or Seclusion**

{Required administrative regulation. ORS 339.294 requires a public charter school to establish procedures to follow after an incident involving the use of restraint or seclusion. This administrative regulation helps support those procedures.}

Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.
2. Following an incident involving the use of restraint or seclusion, school. Staff will provide parents or guardians of the student the following:
 - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
 - b. Written documentation of the incident within 24 hours that provides:
 - (1) A description of the restraint or seclusion including:
 - (a) The date of the restraint or seclusion;
 - (b) The times the restraint or seclusion began and ended; and
 - (c) The location of the incident.
 - (2) A description of the student's activity that prompted the use of restraint or seclusion .
 - (3) The efforts used to de-escalate the situation and the alternatives to restraint or seclusion that were attempted:.
 - (4) The names of staff of the public charter school who administered the restraint or seclusion:.
 - (5) A description of the training status of the staff of the public charter school who administered the restraint or seclusion, including any information that may need to be provided to the parent or guardian:and.
 - c. Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
 - d. Immediate¹, written notification of the existence of any records^{2} related to an incident of restraint or seclusion.
3. If the restraint or seclusion was administered by a person without training, the administrator will ensure written notice is issued to the parent or guardian of the student that which includes notice of

¹ "Immediate" means to act as soon as possible without undue delay, but in no case later than within 24 hours of the incident. (OAR 581-021-0556(2)(e))

² {Such records shall be maintained in accordance with ORS 339.294(9).}

the lack of training and the reason why a person without training administered the restraint or seclusion was administered by a person without training.

4. An administrator will be notified as soon as practicable whenever restraint or seclusion has been used.
5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the public charter school must provide written authorization for the continuation of the restraint or seclusion, including providing documentation for the reason the physical restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, staff of the public charter school will immediately attempt to verbally or electronically notify a parent or guardian.
6. A Restraint and/or Seclusion Incident Report form must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
 - a. Name of the student;
 - b. Name of staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of physical restraint or seclusion. The parent or guardian of the student must be invited to attending the meeting, and the meeting³ will include staff members involved in the intervention ~~must be included~~ in the meeting and any other appropriate personnel. The debriefing team shall include an administrator. At the debriefing meeting, the school shall review, in its entirety, any audio or video recording⁴ preserved as a record of the incident involving restraint or seclusion in accordance with law. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

³ "Meeting" means the debriefing meeting at which the audio or video recording will be viewed. (OAR 581-021-0556(9))

⁴ [To the extent practicable without altering the meaning of the record, the school shall segregate or redact from such a record any personally identifiable information of other students before disclosure to the student's parent or guardian. If the school is unable to do so without altering the meaning of the record as requested, the school shall disclose the record in its original format and without any alteration in accordance with law. "Disclose" means to inform the student's parent or guardian that the record exists; that the record in its original format and without alteration will be available for review by the parent or guardian privately and in the debriefing meeting; and that a copy of the record will be provided to the student's parent or guardian upon request in its original and unaltered format except to the extent that the redaction is needed to protect the personally identifiable information of another student. (ORS 339.294; OAR 581-021-0556(10))]

The parent or guardian has the right to request another meeting in the event they were unable to attend the debriefing meeting scheduled to be held within two school days of the incident.

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion :
 - a. Oral notification of the incident must be provided immediately to a parent or guardian of the student and to the Oregon Department of Human Services (DHS); and
 - b. ~~Written~~ Written notification of the incident must be provided to the ~~Department of Human Services~~ DHS within 24 hours of the incident.
9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided within 24 hours of the incident to the ~~superintendent within 24 hours of the incident~~ administrator, ~~or~~ and to the Superintendent of Public Instruction.
10. ~~The district will~~ public charter school shall maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.
11. [The school, upon request from DHS regarding an investigation of an incident of restraint or seclusion as suspected child abuse, shall disclose any records preserved to DHS or its designee which are deemed relevant to the subject investigation, in its original format and without any alteration.]

Restraint or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff, including a behavioral specialist and a public charter school representative who is familiar with the physical restraint and seclusion training practices adopted by the public charter school.
3. Prior to the implementation of any behavioral support plan that includes restraint or seclusion a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.
4. [When a behavior support plan includes restraint or seclusion the parents [will] [may] be provided a copy of the public charter school Use of Restraint or Seclusion policy at the time the plan is developed.]
5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan and ensuring the provision of any necessary behavioral supports.

Use of restraint or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming themselves, other students or school staff.

Use of restraint and/or seclusion under these circumstances with a student who does not have restraint or seclusion as a part of their IEP or Section 504 plan is subject to all of the requirements established by

Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or Section 504 plan.

Eddyville Charter School

Code: JHFE/GBNAB
Adopted:

Suspected Abuse of a Child Reporting Requirements**

(Version 1)

{Required policy. ORS 339.372 requires school boards to adopt policy on reporting of suspected child abuse; a virtual public charter school should use Version 2.}

Any public charter school employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report immediately by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) ~~or its designee~~ through its centralized child abuse reporting system^[2] or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any public charter school employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

~~If known,~~ The report shall ~~must~~ contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by public charter school employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All public charter school employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any public charter school employee who has reasonable cause to believe that another public charter school employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another public charter school employee, contractor, agent, volunteer or student shall immediately report such to the ~~(Oregon) Department of Human Services (DHS) or its designee~~ through its

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ "Contractor" means a person providing services to the public charter school under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Agent" means a person acting as an agent for the public charter school in a manner that requires the person to have direct, unsupervised contact with students.

⁶ "Volunteer" means a person acting as a volunteer for the public charter school in a manner that requires the person to have direct, unsupervised contact with students.

centralized child abuse reporting system or the local law enforcement agency pursuant to ORS 419B.015, and to the a designated licensed administrator.

The public charter school will designate a {⁷} licensed administrator and an {^{*}} alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building, to receive reports of suspected abuse of a child by public charter school employees, contractors, agents, volunteers or students.

If the administrator is the alleged abuser the report shall be submitted to the [insert {⁹} licensed administrator position title] who shall also report to the Board chair.

The public charter school will post the names and contact information of the designees for each school building, in the respective school if applicable, designated to receive reports of suspected abuse and the procedures in JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for making a report to local law enforcement and or the local centralized child abuse reporting system of DIIS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to the designated licensed administrator. This information will be posted in the respective school building[and on the school’s website].

When a designee receives a report of suspected abuse, the designee will follow procedure established by the public charter school and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DIIS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a public charter school employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the public charter school will take necessary actions to ensure the student’s safety. When there is reasonable cause to support a report, a public charter school contractor, agent or volunteer suspected of abuse shall be removed from providing services to the public charter school and the public charter school will take necessary actions to ensure the student’s safety.

The public charter school will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse of any actions taken by the public charter school as a result of the report.

⁷ {ORS 339.372 requires the public charter school to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, in the event the designated administrator is the alleged perpetrator, who are designated to receive reports of sexual conduct for a school building in the respective school building. A “licensed administrator” is a person employed as an administrator by the school and holds an administrative license issued by TSPC or may be a person employed by the school that does not hold an administrative license issued by TSPC if the school does not require the administrator to be licensed by TSPC (ORS 339.370 as amended by Senate Bill 51, 2021). An administrator not requiring licensing by the school will be registered as an administrator with TSPC (ORS 338.125(7)(a)) }

^{*} {Consider that this alternate licensed administrator may need to be a licensed administrator employed by the school’s sponsor if a second licensed administrator is not employed by the public charter school. Discuss this with the school sponsor and insert appropriate language.}

⁹ {A “licensed administrator” is a person employed as an administrator by the public charter school and holds an administrative license issued by TSPC or may be a person employed by the public charter school that does not hold an administrative license issued by TSPC if the public charter school does not require the administrator to be licensed by TSPC.}

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a public charter school employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the public charter school or any public charter school employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The public charter school shall provide information and training each school year to public charter school employees on the prevention and identification of abuse, the obligations of public charter school employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The public charter school shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending public charter school-operated schools, and will be made available separately from the training provided to public charter school employees. The public charter school shall provide each school year information on the prevention and identification of abuse, the obligations of public charter school employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The public charter school shall make available each school year training that is designed to prevent abuse to students attending public charter school-operated schools.

The public charter school shall provide to a public charter school employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the public charter school, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on public charter school employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. [A public charter school employee, contractor or agent will not assist another public charter school employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the public charter school employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.]

Nothing in this policy prevents the public charter school from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The public charter school shall make available to students, public charter school employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the public charter school will be appropriate and only when directed by public charter school administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use public charter school e-mail, using mailing lists and/or other internet messaging approved by the public charter school to a group of students rather than individual students or as directed

by public charter school administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the public charter school is [prohibited].

The administrator shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 338.125

ORS 418.257 - 418.259

OAR 581-022-2205

ORS 339.370 - 339.400

ORS 419B.005 - 419B.050

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021)

Eddyville Charter School

Code: JHFE/GBNAB-AR(1)
Revised/Reviewed:

Reporting Suspected Abuse of a Child (Version 1)

{Required administrative regulation. ORS 339.372 requires school boards to have procedures for reporting on, and responding to reports of, suspected abuse of a child. A virtual public charter school should use Version 2.}

Reporting

Any public charter school employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally~~ make a report ~~or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system^[2] or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any school employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in the same manner to~~ DHS ~~or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any public charter school employee who has reasonable cause to believe that another school employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another school employee, contractor, agent, volunteer or student shall immediately report such to the DHS ~~or its designee~~ through its centralized child abuse reporting system ~~or the local~~ to a law enforcement agency pursuant to ~~ORS 419B.015~~, and to the designated licensed administrator or alternate licensed administrator for their school building.

~~Known~~ The report ~~shall~~ must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the administrator is the alleged abuser the report shall be submitted to the ^{4} licensed secondary principal who shall also make a report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ {A "licensed administrator" is a person employed as an administrator by the public charter school and holds an administrative license issued by TSPC or may be a person employed by the school that does not hold an administrative license issued by TSPC if the school does not require the administrator to be licensed by TSPC.}

which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of the school administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a public charter school employee, and there is reasonable cause to support the report, the school shall place the school employee on paid administrative leave⁵ and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the school takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the school determines that either 1) an employment policy was violated and the school will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the school against the employee.

When the designee receives a report of suspected abuse by a contractor⁶, agent or volunteer, the public charter school may prohibit the contractor, agent or volunteer from providing services to the school. If the school determines there is reasonable cause to support the report of suspected abuse, the school shall prohibit the contractor, agent or volunteer from providing services. [The school may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁷ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.]

The written record of each reported incident of abuse of a child, action taken by the public charter school and any findings as a result of the report shall be maintained by the school.

If, following the investigation, the public charter school decides to take an employment action, the school will inform the school employee of the employment action to be taken and provide information about the appropriate appeal process [The employee may appeal the employment action taken through an appeal process administered by a neutral third party.]

If the public charter school is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the school will be placed in the records on the school employee maintained by the school. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the school may use the record as a basis for providing information required to be disclosed about a school employee under ORS 339.378(1). The

⁵ The public charter school employee cannot be required to use any accrued leave during the imposed paid administrative leave

⁶ {The public charter school is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the school shall notify the company and request another company employee be assigned to complete the work.}

⁷ The public charter school will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

school will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law recognizes these and other types of abuse and defines "abuse" in ORS 419B.005(1).

- ~~Physical;~~
- ~~Neglect;~~
- ~~Mental injury;~~
- ~~Threat of harm;~~
- ~~Sexual abuse and sexual exploitation.~~

"Child" means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child care agency a child in care, as defined in ORS 418.257.

[A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.]

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the public charter school shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any public charter school employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A school employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The public charter school staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. [When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on School Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form.] If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or

designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with school procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, public charter school employees shall not notify parents or anyone else other than DIIS or law enforcement agency, and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. Public charter school employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the public charter school from conducting its own investigation, unless another agency requests to lead the investigation or requests the school to suspend their investigation, or taking an employment action based on information available to the school before an investigation conducted by another agency is completed. The school will cooperate with agencies assigned to conduct such investigations.

Eddyville Charter School

Code: KBA-AR
Revised/Reviewed:

Public Records Request {Highly recommended administrative regulation}

In compliance with Oregon law the following guidelines apply to the dissemination, inspection and examination of the public records of the public charter school:

1. A public records request shall be submitted in writing through the school office at PO Box 68, Eddyville, OR 97343 to [{}¹] Superintendent or Superintendent's designee].
2. Upon receipt of a written request, the public charter school shall respond within five business days² acknowledging receipt of the request or completing³ the public charter school's response to the request. If the public charter school provides an acknowledgment of the request, it must:
 - a. Confirm that the public charter school is the custodian of the requested record;
 - b. Inform the requester that the public charter school is not the custodian of the requested record; or
 - c. Notify the requester that the public charter school is uncertain whether the public charter school is the custodian of the requested record.
3. If the public charter school is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the public charter school is required to acknowledge receipt of the request as described above, the public charter school shall:
 - a. Complete its response to the public records request in accordance with ORS 192.329(2). If the public charter school determines that a record is exempt from public disclosure, the public charter school will include a statement to that effect, and that the requester may appeal the decision pursuant to state law; or
 - b. Provide a written statement that the public charter school is still processing the request and a reasonable estimated date by which the public charter school expects to complete its response based on the information currently available.
4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the public charter school if compliance would be impracticable because:

¹ {ORS 192.324(7) requires the a public body to include the name of one or more individuals to whom a public records request may be sent, with addresses in written procedures. If the school does not have other written procedures which includes this required designation besides a KBA-AR, add the required name(s) here per ORS 192.324(7).}

² "Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the public charter school is scheduled to and does report to work [Business day does not include any day on which the [central administration office for the] public charter school is closed.]

³ The public charter school response to a public records request will be considered complete when it complies with criteria in Oregon law (ORS 192.329).

- a. The staff or volunteers⁴ necessary to complete a response to the public records request are unavailable;
- b. Compliance would demonstrably impede the public charter school's ability to perform other necessary services; or
- c. Of the volume of the public records request being simultaneously processed by the public charter school.

In these situations, the public charter school shall, as soon as practicable and without unreasonable delay, acknowledge a public records request and complete the response to the request.

5. The public charter school may request additional information or clarification from the requester for the purpose of expediting the public charter school's response to the request as permitted by law. If the public charter school requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification. If the requester fails to respond within 60 days to a good faith request from the school for information or clarification, the school shall close the request.
6. If a copy of a public record is requested, the public charter school will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be made available in the form the record is maintained.
7. If a person who is a party to a civil judicial proceeding to which the public charter school is a party or who has filed notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of public charter school records and at the same time to the public charter school's attorney.
8. Information will be made available to individuals with disabilities in an accessible format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.
9. Where the labor effort exceeds [30 minutes,] labor, material and out-of-pocket charges will be reimbursed to the public charter school charged to the requester. Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of [~~\$25~~ per page].

Costs will be as follows:

- a. Clerical time: \$40 per hour;

⁴ Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

⁵ {ORS 192.324(7) requires a public body to include "the amounts of and the manner of calculating fees that the public body charges for responding to requests of public records." If the public charter school does not have other written procedures which include this required information besides a KBA-AR, add this information here. Dollar amounts should be reviewed to reflect actual public charter school costs.}

- b. Administrator time: \$90 per hour;
- c. Attorney time: \$300 per hour;
- d. Printing: \$0.25 per page.]

Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

If the public charter school has informed the requester of a permitted fee, the obligation of the public charter school to complete its response to the request is suspended until the fee has been received by the public charter school. If the requester fails to pay the fee within 60 days of the date they were informed of the fee or fails to pay the fee within 60 days of the date on which the public charter school informed them of the denial of the fee waiver, the public charter school shall close the request.

Eddyville Charter School

Code: EBBB

Adopted:

Injury/ or Illness Reports

{This policy was originally released with the April 2024 Policy Update. Following that release, OSBA determined that a correction was necessary. This correction was made in May 2024 and this policy was re-released. This version includes the correction. Required policy. ORS 339.309 requires a school board establish policy for reporting incidents, e.g., injury.}

All injuries/ or illnesses¹, sustained by the employee while in the actual performance of the duty of the employee, occurring on public charter school premises, in public charter school vehicles, at a public charter school-sponsored activity or involving staff members who may be elsewhere on public charter school business will be reported immediately to a supervisor. [Staff members will report self-administered first-aid² treatment to an immediate supervisor.] All accidents involving employees, students, visiting publics or school property will be reported to the [administrator].

A written report will be submitted within 24 hours to the public charter school's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related³ illness or injury to an employee resulting in overnight-in-patient hospitalization for medical treatment⁴ other than first aid, loss of an eye, amputation or avulsion⁵, the safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). This report will be made within 24 hours after notification to the public charter school of an illness or injury. Fatalities or catastrophes⁶ shall be reported⁷ to OSHA within eight hours.

ALL injuries/ or illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public and accidents involving school property, employees, students

¹ The Oregon Occupational Safety and Health Division provides: "Injury or illness" means an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, skin disease, respiratory disorder, or poisoning (record injuries and illnesses only if they are new, work-related cases that meet one or more of the recording criteria). (OAR 437-001-0015(39))

² For employees, "first aid" means any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, or similar injuries that do not ordinarily require medical care. Such one-time treatment and subsequent observation is considered first aid even though it is provided by a physician or registered professional personnel. (OAR 437-001-0015(34))

³ An injury or illness is work related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a preexisting condition injury or illness. (OAR 437-001-0700(6))

⁴ "Medical treatment" includes managing or caring for the management or care of a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor/physician or other licensed health care professional solely for observation or counseling; diagnostic procedures, such as x-rays and blood tests, including administering prescription medications used solely for diagnostic purposes; and or any procedure that can be labeled first aid according to (OAR 437-001-0700 (8)(d)(A)(iii))

⁵ Amputations and avulsions are only required to be reported if they result in bone loss. (OAR 437-001-0704(4))

⁶ A "Catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility. (OAR 437-001-0015(11))

⁷ Reporting must be done in person or by telephone. (OAR 437-001-0704(3))

or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The school safety officer will maintain records and reports on serious injuries, illnesses, including and accidents involving public charter school property, or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the public charter school, as well as on the measures being taken to prevent such injuries/illnesses in the future.

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the school, and monthly and annual analyses of accident data. Such reports will be submitted to the [administrator] for review [annually⁸].

END OF POLICY

Legal Reference(s):

ORS 338.115(1)(yz)
ORS 339.309

OAR 437-001-0700
OAR 437-001-0704
OAR 437-001-0760
OAR 437-002-0360

OAR 437-002-0377
OAR 581-022-2225

OAR 437-001-0015

⁸{Annual reporting is required, but may occur more often.}

2024/2025 Board Meeting Calendar

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Board Calendar 2024/25 Regular Board Meetings are held on the 3rd Wednesday of the Month @ 6pm

IMPORTANT DATES: Work Sessions will need to be scheduled or held prior to regular meetings:
 Work Sessions needed for Superintendent goals and evaluations (due by 8/26/24)
 Contract renewal Superintendent by March 1st, 2025
 Performance Evaluation Due to Superintendent by June 30, 2025



EDDYVILLE CHARTER SCHOOL

1 Eddyville School Road
Eddyville, OR 97343
541-875-2942 • Fax: 541-875-2491

RESOLUTION NO. 23.24.1

A RESOLUTION APPROVING THE TRANSFER OF APPROVED APPROPRIATIONS FOR FISCAL YEAR 2023-2024

WHEREAS, after adoption of the budget, Eddyville Charter School would like to hereby transfer \$140,000 of General Fund, 1000: Instruction to General Fund, 2000 Support Services and transfer \$10,000 of General Fund, 1000: Instruction to General Fund, 5200: Interfund Transfer. This change has no impact on the overall appropriation expenditure authority for Eddyville Charter School and is necessary to fund Support Services and Interfund Transfer out of the appropriate funding source.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EDDYVILLE CHARTER SCHOOL, INC.

The budget for fiscal year 2023-2024 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 22.23.1 for the General Fund are hereby amended as follows:

<u>Appropriation Category</u>	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
General Fund 1000: Instruction	\$1,728,497	(\$150,000)	\$ 1,578,497
General Fund 2000: Support Services	\$1,309,187	\$ 140,000	\$ 1,449,187
General Fund 5200: Interfund Transfer	\$0	\$10,000	\$10,000
General Fund 6000: Contingency	\$ 100,000	\$ 0	\$ 100,000

Passed by the Board of Directors of Eddyville Charter School this June 18, 2024.

By: _____
Chairperson

By: _____
Superintendent



EDDYVILLE CHARTER SCHOOL

1 Eddyville School Road
Eddyville, OR 97343
541-875-2942 • Fax: 541-875-2491

RESOLUTION NO. 23.24.2

A RESOLUTION APPROVING UNANTICIPATED REVENUE FOR FISCAL YEAR 2023-2024

WHEREAS, after adoption of the budget, Eddyville Charter School would like to recognize and accept unanticipated resources totaling \$264,397 from State School Fund Adjustments.

WHEREAS, the Board of Directors of Eddyville Charter School has the need to spend the unanticipated revenue during the fiscal year ending June 30, 2024 for the purpose of Instruction, Support Services and Interfund Transfer in the General Fund.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EDDYVILLE CHARTER SCHOOL, INC.

The budget for fiscal year 2023-2024 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 23.24.1 for the General Fund are hereby amended as follows:

<u>Appropriation Category</u>	<u>Amended Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
General Fund 1000: Instruction	\$1,578,497	\$39,397	\$ 1,617,894
General Fund 2000: Support Services	\$1,449,187	\$ 150,000	\$ 1,599,187
General Fund 5200: Interfund Transfer	\$10,000	\$75,000	\$85,000
General Fund 6000: Contingency	\$ 100,000	\$ 0	\$ 100,000

Passed by the Board of Directors of Eddyville Charter School this June 18, 2024.

By: _____
Chairperson

By: _____
Superintendent



EDDYVILLE CHARTER SCHOOL

1 Eddyville School Road
Eddyville, OR 97343
541-875-2942 • Fax: 541-875-2491

RESOLUTION NO. 23.24.3

A RESOLUTION APPROVING UNANTICIPATED REVENUE FOR FISCAL YEAR 2023-2024

WHEREAS, after adoption of the budget, Eddyville Charter School would like to recognize and accept unanticipated resources totaling \$250,000.00 from PACE for water damage remodel.

WHEREAS, the Board of Directors of Eddyville Charter School has the need to spend the unanticipated revenue during the fiscal year ending June 30, 2024 for the purpose of Facility Construction in the General Fund.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EDDYVILLE CHARTER SCHOOL, INC.

The budget for fiscal year 2023-2024 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 22.23.1 for the Capital Project Fund are hereby amended as follows:

<u>Appropriation Category</u>	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Capital Project Fund 4000: Facility Construction	\$228,834	\$250,000	\$ 478,834

Passed by the Board of Directors of Eddyville Charter School this June 18, 2024.

By: _____
Chairperson

By: _____
Superintendent



EDDYVILLE CHARTER SCHOOL

1 Eddyville School Road
Eddyville, OR 97343
541-875-2942 • Fax: 541-875-2491

RESOLUTION NO. 23.24.4

A RESOLUTION APPROVING THE TRANSFER OF APPROVED APPROPRIATIONS FOR FISCAL YEAR 2023-2024

WHEREAS, after adoption of the budget Eddyville Charter School would like to hereby transfer \$85,000 of General Fund, 5200: Interfund Transfer to Capital Project Fund, 4000: Facility Construction. This change is necessary to accommodate unanticipated cost on the Capital Improvement Siding Project phase I beyond currently appropriated amounts.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EDDYVILLE CHARTER SCHOOL, INC.

The budget for fiscal year 2023-2024 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 23.24.2 and 23.24.3 for the General Fund are hereby amended as follows:

<u>Appropriation Category</u>	<u>Amended Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
Capital Project 4000: Facility Construction	\$ 478,834	\$85,000	\$ 563,834

Passed by the Board of Directors of Eddyville Charter School this June 18, 2024.

By: _____
Chairperson

By: _____
Superintendent

FACILITIES LEASE

This Lease Agreement ("lease"), dated July 1, 2024, is made between LINCOLN COUNTY SCHOOL DISTRICT, Lincoln County, Oregon ("Lessor") and EDDYVILLE CHARTER SCHOOL, Eddyville, Lincoln County, Oregon ("Lessee").

This lease is subject to the terms, covenants, conditions, and restrictions set forth herein, and which are a material part of the consideration for this lease.

1. **PREMISES.**

Lessor hereby leases to Lessee and Lessee accepts that certain space and improved real property ("Premises") located at 1 Eddyville School Road, OR 97343, described in the attached and incorporated Exhibit 1, including, a school building of approximately 43,016 square feet, together with all fixtures and improvements to the real property existing now or at any time in the future, except for fixtures that Lessee installs at its own expense which can be removed without causing damage to any other part of the Premises.

2. **TERM.**

The term of this lease begins on July 1, 2024, and ends on June 30, 2034.

3. **POSSESSION.**

The Lessee is currently in possession of the Premises and will continue to maintain possession under this lease.

4. **RENT.**

Lessee agrees to pay Lessor rent for the Premises in the sum of \$1.00 per year, beginning August 1, 2024, and payable on each August 1, with the first payment due on August 1, 2024.

5. **ADDITIONAL RENT.**

In addition to the rent described in paragraph (4) above, Lessee agrees to pay the following as additional rent:

- a. The cost of all insurance which Lessee is required to have under this lease;
- b. All amounts necessary to maintain and operate the Premises as provided herein; and,
- c. Any taxes due on or with respect to the uses made of the Premises.

6. **USE.**

Lessee shall use the Premises for the educational program described in the approved, revised Charter School Contract dated July 2024, and shall not use or permit the

Premises to be used for any other purpose without the prior written consent of Lessor, which consent shall be within Lessor's sole discretion.

Lessee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything thereon, which would, in any way, increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said Premises or any part thereof or any of its contents.

Lessee shall not allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. Lessee shall not cause or permit *any* hazardous substance to be brought upon, kept, or used in or about the premises by Lessee, Lessee's agents, employees, contractors or invitees without the prior written consent of Lessor, which shall not be unreasonably withheld as long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous substance is necessary or useful to Lessee's educational program and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous substance so brought upon or used or kept in or about the premises.

For purposes of this paragraph (6), the term "hazardous materials" shall mean any materials that, because of their quantity, concentration or physical, chemical or infections characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, transported or otherwise handled. This term includes, but is not limited to, asbestos, lead paint, petroleum, including crude oil, including any fraction thereof that is a liquid at standard conditions of temperature and pressure (600° Fahrenheit and 14.71 lbs. per square inch absolute), or any hazardous or toxic substance regulated under the Resource Conservation and Recovery Act, the Comprehensive Environment Response Compensation and Liability Act, or any other state, federal or local laws relating to the protection of human health or the environment.

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the Lease term because of the contamination by hazardous materials as a result of the use or activities of Lessee, Lessee's agents, contractors, and invitees. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of hazardous materials in the soil or ground water on or coming from the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee, or Lessee's agents, contractors or invitees, results in contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are

necessary to return the Premises to the condition existing prior to the release of any such hazardous material. Nevertheless, Lessor shall have the right to order Lessee to cease any cleanup or mitigation activity if such action would potentially have any material adverse, long-term or short-term, effect on the Premises. The foregoing indemnity shall survive the expiration or termination of this lease.

7. COMPLIANCE WITH THE LAW.

Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or government rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters, or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that lessee has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact between Lessor and Lessee.

8. ALTERATIONS AND ADDITIONS.

- a. Lessee shall not make or suffer to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, additions, or improvements to or of said Premises shall on the expiration of the term become a part of the realty and belong to the Lessor and shall be surrendered with the Premises. Lessee may designate, within thirty (30) days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Lessee which may be removed by Lessee on the expiration of the term of this lease, as long as Lessee repairs any physical injury to the Premises caused by such removal.
- b. If Lessor consents to the making of any alterations, additions, or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. Any contractor or person selected by Lessee to make any alterations, additions, or improvements must first be approved of and consented to in writing by Lessor, which consent shall not be unreasonably withheld. Any improvements made to the Premises by Lessee shall be deemed to become a part of the Premises. Lessee shall not be entitled to any rental credit for the same, nor entitled to make any claim against Lessor in connection with such improvements.
- c. Except as may be otherwise specifically stated in this lease, Lessee shall have no right to remove any improvements placed on the Premises by either Lessor or

Lessee during the term of the lease. Lessee may remove trade fixtures, but not plumbing or light fixtures, installed by Lessee, at the termination of the lease, if such removal can be made without material damage to the Premises. Removal may not be made of any fixtures if the lease is in default in any way. In the case of such default, the Lessor may retain the fixtures as security for unpaid rent and for damages for other breaches, if any.

- d. In any instance where Lessee has the right to remove fixtures or other improvements and fails to do so within thirty (30) days after the expiration of this lease or termination thereof, the fixtures and all other improvements remaining on the Premises shall become the property of Lessor.

9. MAINTENANCE AND REPAIRS.

- a. Lessee, at Lessee's sole cost and expense, shall keep the Premises, including but not limited to landscaping, buildings, systems, fixtures, and equipment, and every part thereof in good condition and repair. Damage to the Premises from causes that are beyond the reasonable control of Lessee and ordinary wear and tear are excepted from this provision.
- b. Upon termination of this lease, Lessee shall surrender the Premises to Lessor in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted.
- c. Lessee's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, light fixtures (including those installed by Lessee), and painting and repair of interior walls, ceilings, and floors.
- d. Repair and maintenance work done by Lessee must be of a quality at least equal to the quality of the original installations in and on the Premises.
- e. Lessee's responsibility under this section shall include normal and routine maintenance and repair as well as capital improvements necessary to extend the life of the building(s), replace and renew building systems, and repair deterioration and damage caused by vandalism or excessive use.
- f. Lessee shall provide, at Lessee's sole expense, all necessary janitorial services and will not commit any strip or waste on the Premises. Janitorial supplies shall be environmentally friendly, and Lessee shall be responsible to keep an inventory of hazardous materials and MSDS sheets.
- g. Lessor shall have no responsibility for maintenance of the Premises, other than with respect to execution and approval of such documentation as may be required to allow Lessee to maintain and improve the Premises.

10. ASSIGNMENT AND SUBLETTING.

Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate, or encumber this lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Lessee excepted), to occupy or use the said Premises, or any portion thereof, without the prior written consent of Lessor. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person or for a different use or purpose.

11. HOLD HARMLESS.

Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to activity of Lessee on the leased Premises or any condition of the leased Premises in the possession or control of Lessee related to any activity of Lessee.

12. SUBROGATION.

As long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

13. INSURANCE.

Lessee shall maintain a comprehensive general liability insurance policy, including premises liability, auto and personal injury, with a combined single limit coverage of not less than \$2,000,000.00 naming the Lincoln County School District as an "additional named insured." Lessee shall further maintain statutory workers' compensation and employer's liability insurance as required by state law with minimum limits of \$1,000,000.00 for each accident including a waiver of subrogation. Lessee shall also maintain a broad-form standard fire insurance policy with extended coverage endorsement covering the Premises for no less than "replacement cost" on all leased facilities. Lessee may purchase a tenant's fire insurance policy to cover the cost of recovery of Lessee's contents stored on the Premises. The limit of the above insurance shall not limit the liability of Lessee hereunder. Lessee may carry said insurance under a blanket policy, providing said insurance by Lessee shall have a Lessor's protective liability endorsement attached thereto. If Lessee fails to procure and maintain said insurance, Lessor may, but is not required to, procure and maintain the same at the expense of Lessee. Insurance required hereunder shall be in companies rated no less than A-7 from AM Best's Rating Insurance Guide.

14. SERVICE AND UTILITIES.

Lessee shall pay all utility charges and service charges including but not limited to such charges as water, telephone, internet, heat, electricity, natural gas, garbage, water, sewer, etc. all at Lessee's sole expense. Lessee shall arrange for the handling of freight by Lessee's personnel, not Lessor's personnel. Lessee may contract for the receiving of freight by Lessor's personnel.

15. SECURITY.

Lessee shall be responsible for the security of the Premises. Lessee shall also maintain a fire alarm system for all structures that will be used by children that complies with all applicable fire and safety codes. Lessee shall be responsible for all applicable phone line charges. Lessee shall be responsible for providing Lessor with a copy of keys to all locks.

16. SERVICE AND REPORTING REQUIREMENTS.

Lessor agrees to the following service and reporting requirements:

- a. Maintain a safe and secure facility by:
 1. The correct operation of the building mechanical, electrical and plumbing systems;
 2. Ensuring staff are trained in first aid and CPR;
 3. Adopting risk management and emergency procedures;
 4. Maintaining adequately stocked first aid kits.
- b. Provide the Lessor, by August 15 of each year, a written annual report for the previous fiscal year (July 1 – June 30) that describes all non-routine maintenance, repairs, and improvements made during the previous year and the cost thereof, including the value of in-kind labor and materials, and a description of the manner in which the improvements were constructed which demonstrates that the cash-financed improvements were constructed using competitive procurement practices.

17. HOLDING OVER.

If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

18. ENTRY BY LESSOR.

Lessor reserves and shall have the right to enter the Premises during normal business hours of Lessee, for maintenance at any time, or in the case of an emergency at any time with prompt notice to Lessee. The purpose of entrance by Lessor may be to inspect the same, supply any service to be provided by Lessor to Lessee hereunder, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises that Lessor may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked

thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. There shall be no abatement of rent and no liability of Lessor by reason of such entry under this paragraph unless Lessor's negligence or breach of any provision of this Lease materially interferes with Lessee's business, use, or quiet enjoyment of the premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises. Lessor shall have the right to use any and all reasonable means which Lessor may deem proper to open said doors in an emergency, with the consent of Lessee obtained before entering, if possible, in order to obtain entry to the Premises without liability to Lessor, except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

19. RECONSTRUCTION.

In the event of damage or destruction of the Premises due to an event that is covered by property insurance, the Premises shall be restored in accordance with plans and specifications mutually agreeable to the Lessor and Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond District's reasonable control.

If the Premises are damaged such that the cost of restoration is reasonably estimated by the parties to exceed the proceeds of insurance available for such purpose, then the parties agree to proceed as follows:

- a. Lessor may elect to terminate this Lease by written notice to Lessee, given at least 30 days following the date of damage, whereupon Lessor shall be entitled to receive all proceeds of any policies of insurance held by Lessee, free of any claim by Lessee and Lessee shall take all action and execute all documents necessary to disburse the proceeds to District.
- b. Absent such an election, Lessor and Lessee may proceed to restore the improvements using value engineering to assure that the cost of restoration will not exceed available insurance proceeds together with any other funds available for such purposes from grants, donations or Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond the parties' reasonable control.

20. DEFAULT.

- a. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessee:

1. The vacating or abandonment of the Premises by Lessee.

2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within ten days of the date the same is due.
 3. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Lessee where such failure shall continue for a period of 30 days after written notice thereof; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee or Lessor shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
 4. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ten (10) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged in ten (10) days.
 5. The termination or expiration of the Lessee's Charter without a replacement or renewal shall constitute an Event of Default under this Lease.
- b. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessor:
1. Lessor shall be considered in default if, at any time, Lessor fails to make the premises available to Lessee or creates any situation which substantially impedes the use of the premises for the uses for which they are intended.
- c. Any waiver by Lessor of strict compliance within the terms of this Lease shall not be a waiver of any subsequent violation or default.

21. REMEDIES IN DEFAULT.

In the event of any default or breach by Lessee, Lessor may at any time thereafter, upon notice and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of each default or breach:

- a. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proved could be reasonably avoided; that portion of the leasing commission paid by Lessor and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (a) taking possession of the Premises and recovering from Lessee the amount specified in this paragraph, or (b) proceeding under the provisions of the following Article 20b.
- b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- c. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the state in which the Premises are located.

22. EMINENT DOMAIN.

If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or if all access is taken, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If either less than or more than 25 percent of the Premises is taken, and neither party elects to terminate as herein provided, the rent thereafter to be paid shall be equitably reduced. If any part of the Premises is so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award as above provided; and in the event Lessor does not exercise its option to terminate this Lease, Lessee shall have an option to terminate this Lease without further notice if the taking or appropriation of any part of the Premises or unreasonably interferes with Lessee's use or business.

23. TERMINATION BY LESSEE.

This Lease may be terminated by Lessee for any reason with not less than sixty (60) days prior written notice to Lessor.

24. STATEMENT AND COOPERATION BY LESSEE.

Lessee shall at any time and from time to time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises is a part. Lessee will cooperate with Lessor in providing other reasonable information to prospective purchasers or encumbrancers of the Premises. If a prospective purchaser or encumbrancer requests minor modification of this Lease, Lessee will not unreasonably refuse such modifications unless Lessee deems the modifications to be major or significant modifications affecting its rights, use of the premises, or Lessor's or Lessee's obligations under this Lease. In the event of a dispute between Lessor and Lessee under this provision, either party may, within 90 days of the occurrence of the dispute, request in writing that the matter be submitted to arbitration by a mutually acceptable arbitration according to the provisions of paragraph 26 of this Lease.

25. AUTHORITY OF PARTIES.

- a. **Corporate Authority.** If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly-adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

26. GENERAL PROVISIONS.

- a. **Plats and Riders.**
Clauses, plats, and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease are a part hereof.
- b. **Waiver.**
The waiver by Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent.

c. Notices.

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing.

All notices and demands by the Lessor to the Lessee shall be sent by United States mail, postage prepaid, addressed to the Lessee c/o:

Eddyville Charter School
Attn: Principal
PO Box 68
Eddyville, OR 97343

or to such other places as Lessee may from time to time designate in a notice to the Lessor.

All notices and demands by the Lessee to the Lessor shall be sent by United States Mail, postage prepaid, addressed to the Lessor c/o:

Lincoln County School District
Attn: Superintendent
PO Box 1110
Newport, Oregon 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

Rent shall be addressed to Lessor c/o:

Lincoln County School District
Business Office
PO Box 1110
Newport, Oregon, 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

d. Headings.

The headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

e. Time.

Time is of the essence of this Lease in each and all of its provisions in which performance is a factor.

f. Successors and Assigns.

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and permitted assigns of the parties hereto.

g. Recording.

Neither Lessor or Lessee shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

h. Quiet Possession.

Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

i. Late Charges.

Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within 10 days after written notice that said amount is past due, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

j. Prior Agreements.

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

k. Inability to Perform.

This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, or any other cause beyond the reasonable control of the Lessor.

l. Attorney Fees.

If any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses,

including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorney's fees.

m. Separability.

Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

n. Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

o. Choice of Law.

This Lease shall be governed by the laws of the State of Oregon.

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

Lessor: LINCOLN COUNTY SCHOOL DISTRICT

By: _____
Peter Vince, Chairman
Lincoln County School District Board

Date

By: _____
Dr. Majalise Tolan, Superintendent
Lincoln County School District

Date

Lessee: EDDYVILLE CHARTER SCHOOL

Abe Silvonen, Chairman
Eddyville Charter School Board of Directors

Date

Approved as to form:

By: _____
District Legal Counsel

Date

Charter Agreement

Between

Eddyville Charter School, K-12

And

Lincoln County School District

From

**June 2024 to June 2034
(Fifth Renewal)**

TABLE OF CONTENTS

Recitals	5
Section 1. Grant of Charter	5
Section 2. Conditions Precedent to Operation of Charter School	5
Section 3. Effective Date	6
Section 4. Educational Program, Student Assessment and Curriculum	6
A. Age, Grade Range and Enrollment	6
B. Curriculum	6
C. Assessment and Achievement Goals	7
D. Extracurricular Activities	7
E. Records	8
F. Nonreligious and Nondiscrimination	8
G. Open Enrollment	8
H. Admission	8
I. Student Attendance, Conduct and Discipline	9
J. Education of Talented and Gifted Students	9
K. Education of English Learners	9
L. Education of Students with Disabilities	10
M. Tuition and Fees	11
N. Student Welfare and Safety	12
O. School Year, School Day, Hours of Operation	12
P. Alternative Education Model	11
Section 5. Evaluation of Student Performance and Procedures for Corrective Action	11
Section 6. Economic Plan, Budget and Annual Audit	12
A. Funding	12
B. Budget	13
C. Financial Records, Audits and Accounting Reports	13
D. District's Contract Services	15
E. Penalties	16
Section 7. Buildings and Facilities	16
Section 8. Governance and Operation	16
A. Status	16
B. Nonreligious, Nonsectarian Status	16
C. Nondiscrimination	17
D. Public Meeting and Public Records	17
E. Operational Powers	17
F. Third-Party Contracts	17

G. Annual Report and Review	17
H. Term	18
I. Termination	18
J. Change of Status	19
K. Property Inventory Control	19
Section 9. Employment Matter	20
A. Criminal Background Checks	20
B. Teacher and Administrator Registration with the Teacher Standards and Practice Commission (TSPC)	21
C. Staff ODE Collections	21
D. Building Administrator	21
Section 10. Insurance and Legal Liabilities	21
A. Insurance	21
B. Legal Liabilities	22
C. Waiver	23
D. Full Faith and Credit	23
E. Indemnification	23
F. District Disclaimer of Liability	24
G. ADA/504 Obligations	24
H. Cybersecurity	25
I. Transportation	25
Section 11. Renewal of Contract	26
Section 12. Miscellaneous Provisions	26
A. Entire Agreement	26
B. Governing Law	26
C. Assignment	26
D. Terms and Conditions of Application	27
E. Conflict Between Application and Contract	27
F. District Liaison	27
G. Amendment	27
H. Notice	27
I. Definition of Business Day	28
J. Address of Parties for Purpose of Written Notice	28
K. No Waiver	28
L. Dispute Resolution	28
M. Severability	29
N. Delegation	29
O. Prior Actions	29
P. Attorney Fees	29
Q. Incorporation of Original Application and Other Exhibits	29
R. ECS's Authority to Enter into Contract	29

Signature page	30
Appendix A – Performance Objectives	31
Appendix B - Contracted Services	32

CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Lincoln County School District ("District") and the Eddyville Charter School ("ECS"), an Oregon nonprofit corporation.

RECITALS:

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

WHEREAS, in January 2024 a request for the fifth renewal of the charter was submitted by the ECS for the continuation of ECS as a public charter school to operate within the District; and

WHEREAS, on February 13, 2024, the District's Board of Directors held a public hearing on the provisions of the proposal in accordance with ORS 338.055 and evaluated the criteria set forth in ORS 338.005; and

WHEREAS, the District's Board of Directors has determined that ECS has demonstrated that it has met the requirements of ORS 338.005;

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

WHEREAS, the parties desire that ECS 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:

Section 1. Grant of Charter

ECS 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 Lincoln County School District as described herein.

Section 2. Conditions Precedent to Continued Operation of Charter School

In order for ECS to continue to operate as a public charter school sponsored by the District, the following conditions shall be met by August 30, 2024:

ECS shall provide proof to the District that it has met all requirements to continue to maintain a building site either to purchase, lease, rent or otherwise secure a facility, acceptable to the District, to operate within the District boundaries; and

ECS shall continue to secure the appropriate and necessary occupancy and safety permits for the charter school facility and deliver proof of these permits to the District; and

ECS shall continue to secure insurance in accordance with this Agreement, and deliver proof of insurance to the District; and

ECS shall prepare and deliver to the District proof that the financial stability of the charter school is being maintained. The applicant shall deliver a budget for the period July 1, 2024-June 30, 2025 reflecting facility and staffing costs to the District; and

ECS shall continue services in upcoming school years according to the District's calendar or a District approved calendar for ECS.

Section 3. Effective Date

This Contract shall commence on July 1, 2024 and shall expire on June 30, 2034.

Section 4. Educational Program, Student Assessment and Curriculum

The mission of ECS is to continue to provide a grade K-12 charter school per the original proposal.

A. Age, Grade Range, and Enrollment

- (i) ECS shall provide instruction, for the term of this Contract, to students in Kindergarten through the twelfth grade or students with a deficit in credits that would place them in the ninth through twelfth grades.

Enrollment during this Contract shall not exceed 250 students without the express written consent of the District.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of ECS's instructional programs outlined in its original application, and as amended herein.

- (i) ECS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum

designed and implemented by ECS shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.

- (iii) ECS agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) ECS agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its original proposal. A fundamental change is defined as changing the core curriculum of ECS, changing the academic focus of ECS, or adopting a curriculum that does not meet District or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.
- (v) ECS shall establish a written policy for resolving complaints against ECS, including complaints regarding curriculum. Any changes to the existing policy shall be submitted to District in writing.

C. Assessment and Achievement Goals

- (i) All students enrolled and attending Kindergarten through twelfth grade at ECS shall participate in all statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the requirements of the Every Student Succeeds Act (ESSA).
- (ii) If any of the assessments described in Section 4, Paragraph C, subparagraph (i) of this Contract are discontinued, the parties shall mutually agree on the assessment tool to be used by ECS to determine the student performance standards for students.

D. Extracurricular Activities

- (i) ECS students that are residents of the District are eligible to participate in extracurricular activities at their neighborhood schools at no charge to ECS.
- (ii) Students of ECS who participate in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility, and conduct that District students must meet. Students that are not residents of the District shall not be eligible to participate in extracurricular activities of the District.
- (iii) The District shall not be required to provide transportation for an ECS student to and/or from an extracurricular activity. However, if there is

space available, the District may provide transportation services to an ECS student to and/or from an extracurricular activity. The District is not required to alter or add any additional buses or bus routes to accommodate an ECS student.

E. Records

ECS shall comply with all record keeping requirements of 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.

F. Nonreligious and Nondiscrimination

The educational program of ECS shall be nonreligious and nonsectarian. ECS shall not limit student admission based on race, ethnicity, sex, national origin, religion, disability, sexual orientation, gender identity, 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.

G. Open Enrollment

For the term of this Contract, enrollment shall be open to any child eligible to attend Kindergarten through 12th grade subject to ORS 338.125(1).

H. Admission

Admission of students to ECS shall be determined in accordance with ECS's original proposal, except as amended by the Contract or federal law. As provided in ORS 338.125, in subsequent years of operation, ECS may give admissions preference to students who were enrolled in ECS the prior year and siblings of students enrolled and attending ECS.

In the event a nonresident student is enrolled, ECS agrees to:

- (i) Within 10 days of a nonresident student's enrollment in ECS, ECS shall provide written notice of the student's enrollment to the District.
- (ii) Within 10 days of receiving the notice, the District shall provide to the student's parent, legal guardian or person in parental relationship written information about:

1. The District's responsibility to identify, locate and evaluate students enrolled in the public charter school to determine which students may need special education and related services as provided by ORS 338.165; and

2. The methods by which the District may be contacted to answer questions or provide information related to special education and related services.

When a nonresident student withdraws from ECS for a reason other than graduation from high school, the District shall:

- (i) Provide to the student's resident district written notice that the student has withdrawn.
- (ii) Provide to the student's parent, legal guardian or person in parental relationship written information about:
 - 1. The responsibility of the student's resident district to identify, locate and evaluate students to determine which students may need special education and related services as provided by ORS 338.165; and
 - 2. The methods by which the student's resident district may be contacted to answer questions or provide information related to special education and related services.

I. Student Attendance, Conduct and Discipline

- (i) ECS shall implement a system of uniform student discipline consistent with District Policy JFC and Administrative Rule JFC/AR. ECS shall forward any changes to the currently adopted policy by September 1, 2024. ECS shall notify its students of the student's rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this Contract. ECS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis by no later than the 5th day of each month.
- (ii) ECS shall notify the District immediately upon a student being expelled from the school.
- (iii) ECS 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.

J. Education of Talented and Gifted Students

ECS shall comply with ORS 343.391-343.413, and rules adopted by the State Board of Education for implementing these statutes.

K. Education of English Learners

ECS shall comply with ORS 336.079-336.082, and rules adopted by the State Board of Education for implementing these statutes.

L. Education of Students with Disabilities

ECS shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children under the Individuals with Disabilities Education Act (IDEA). Compliance by ECS includes, but is not limited to, the following:

- (i) ECS shall comply with all District policies regarding discipline of special education students.
- (ii) The Individual Education Plan/Program (IEP) team is determined by federal law.
- (iii) The student's IEP team will determine the appropriate educational program and placement for the student. ECS shall abide by the IEP team's decision on program and placement.
- (iv) ECS staff shall comply with training required by an IEP team for delivery of services to a student.
- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for the ECS special education students shall be retained by the District.
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the ECS site.
- (vii) Special education transportation will only be provided to an ECS special education student if it is a related service on an ECS student's IEP.
- (viii) ECS shall provide substitutes for ECS staff who are required to attend IEP meetings or other meetings related to an ECS special education student at ECS's expense.
- (ix) If after a student is enrolled and attending, the staff and employees of ECS suspect a student may be eligible for special education and related services under IDEA, ECS shall comply with the District practices and policies for referral of the student for evaluation.
- (x) Costs of any training required of ECS's staff to accomplish the implementation of an IEP for a resident student of the District shall be paid by the District. This is limited to costs for substitutes, consultants or necessary supplies and materials.

M. Tuition and Fees

ECS shall not charge tuition to students attending ECS. ECS shall not charge tuition for programs, classes or courses to the students who are part of the regular school program. ECS may charge reasonable fees for textbooks, instructional materials, after-school programs and student activities.

N. Student Welfare and Safety

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

- (i) ECS is responsible for the reporting of sexual conduct, child abuse and neglect in accordance with state law.
- (ii) ECS shall immediately inform the District Liaison of any incident regarding sexual conduct, child abuse and/or neglect.
- (iii) ECS shall comply with state and federal law relating to drug administration to students.
- (iv) ECS shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by license staff.

O. School Year, School Day, Hours of Operation

ECS shall operate an instructional program in accordance with the original proposal except as amended by this contract. The school calendar shall be similar to the District's school calendar. To the extent ECS's calendar varies from the District's and this variance creates additional cost to the District for special education services, ECS shall reimburse this cost out of the payments the District makes to ECS per Section 6, paragraph A.

P. Alternative Education Model

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

Section 5. Evaluation of Student Performance and Procedures for Corrective Action

- A. ECS shall pursue and make reasonable progress toward achievement of the goals, objectives, and student performance standards consistent with those set forth in Appendix A, 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.

- B. During the term of this Contract, the percentage of students at each grade level of ECS's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 392.485 shall be at or above the percentage of the District's students who meet or exceed the standard for each grade level that have taken the statewide assessment.
- C. Pursuant to Appendix A, ECS shall develop, subject to the District's approval, a written School Improvement Plan describing the actions that ECS will undertake to successfully meet or exceed the District's percentages in each grade level.
 - (i) ECS shall deliver the written School Improvement Plan to the District by October 1st each year based on assessment scores, graduation rate, 9th grade on-track data, attendance data, survey data and other measures.
 - (ii) If ECS does not provide a written School Improvement Plan within thirty (30) days of receiving the assessment scores, then the District may take action to terminate this Contract under Section 8, paragraph I of this Contract.
- D. If ECS fails to follow any of the actions stated in any of the School Improvement Plan as stated above the District shall issue a written notice to ECS that it must comply with the terms of the written School Improvement Plan immediately. If, after 30 business days, ECS is not in compliance with the written School Improvement Plan the District may begin the process of terminating ECS's operation as a public charter school under Section 8 paragraph 1 of this contract.
- E. The District and ECS will collaboratively review data annually to plan next steps for the School and District Improvement Plans.

Section 6. Economic Plan. Budget and Annual Audit

A. Funding

- (i) Kindergarten through Twelfth-Grade Students: The District shall provide funding to ECS in an amount per weighted average daily membership (ADMw) 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 students in Kindergarten through eighth grades and 95 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for students in grades ninth through twelfth, except as amended by this Contract under Section 4, paragraph K, subparagraph (v) for students eligible for special education services under IDEA. Funding shall be determined based on enrollment as of the date by which the District

must submit its Fall Report to the Oregon Department of Education. So long as ECS is not in violation of ORS Chapter 338, this funding will be made available to ECS, commencing on the date set forth and according to the distribution schedules set forth in Section 6, paragraph C, subparagraph (vi) below. The District, at its sole discretion, may advance funds to ECS upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1. In addition, to the extent, the District experiences any reduction or increase in its state funding "General Purpose Grant," proportionate reductions or increases will be made to ECS 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) 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 ECS operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

- (i) On or before June 15 of each year, ECS shall submit to the District a proposed budget for the upcoming school year.
- (ii) On or before July 15 of each year, ECS shall submit to the District an adopted budget for the upcoming school year.
- (iii) ECS shall be responsible for costs of subcontracting for goods and services, except as expressly provided in this Contract.
- (iv) The fiscal year of ECS shall begin on July 1 of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.
- (v) The cost of any service(s) provided to ECS by the District above and beyond the terms of the Contract shall be deducted from payments due to ECS from the District's payments outlined in Section 6, paragraph A of the Contract.

C. Financial Records, Audits and Accounting Reports

- (i) ECS 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. ECS shall submit income and expense reports as requested by the District.

District shall not be required to transfer the payment to ECS until ten (10) days after the District has its State School Fund disbursement in July.]

- (viii) In the event that this Contract is revoked, terminated or not renewed by the District, ECS shall refund to the District all unspent public funds that were given to ECS by the District.
- (ix) The parties acknowledge that under ORS 338.155(9)(a) ECS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education. The parties further acknowledge that under ORS 338.155(9)(b) ECS is entitled to other state sources of funds from the Oregon Department of Education that is available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract. ECS will only be eligible to receive grant funds from the District if ECS students were used in grant application calculations. Grant funds that are restricted in purpose and/or competitive in nature will be paid at 100% less the District's indirect rate cost.
- (x) ECS 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 the Contract. In the event that ECS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ECS shall annually report all gifts, donations and grants to the District by recording the same in the financial records in Section 6, paragraph C above. This does not require reporting the names of, or individual contribution amounts from the individual donors, unless ECS is required to disclose this information under law.
- (xi) At all times, ECS shall maintain appropriate governance and managerial procedures and financial controls.
- (xii) ECS shall provide the District with all copies of letters and audit reports from ECS's auditor to the Board or ECS's director.

D. District's Contract Services

- (i) It is understood that the District's costs of sponsorship of ECS as a public charter school, including all administrative and oversight responsibilities, will be paid from its retention of a portion of the State's general purpose grant, based on the ADMw funding that is received for the students enrolled with ECS, but that non-essential services shall be provided to ECS only by contract at ECS's request. Appendix B shall be used to describe the services that may be purchased by ECS from District. ECS agrees that the District may amend Appendix B from time to time, without consent of ECS,

to add or delete services available to ECS, and District agrees that its fees, charges, and rates shall not exceed the amount necessary to reimburse it for the actual cost of providing the services.

E. Penalties

- (i) Notwithstanding Section 6, paragraph A, subparagraph (i) and Section 6, paragraph C, subparagraph (vi) of this Contract, if ECS has not submitted the proposed budget, the adopted budget, the annual audit or any other financial information the District requests, including data for grant reporting, by the date ECS is to provide the information to the District, the District may for each month the required reporting is late, withhold a 5% penalty of that month's SSF allocation to the Charter School.
- (ii) If the opinion of the audit by the audit firm is not "unqualified," the District may terminate the charter, or may choose to non-renew the charter.

Section 7. Building and Facilities

ECS may change its physical location or obtain additional facilities provided that ECS fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that ECS notifies the District of the proposed change in location or addition of facilities not less than thirty (30) days prior to taking any final action in connection therewith.

Section 8. Governance and Operation

ECS shall govern and operate the charter school as set forth in its original proposal to the extent permissible under federal and state law and subject to all conditions of this Contract.

A. Status

ECS is and shall remain for the term of this Contract an Oregon nonprofit organization. Within thirty (30) days after making any changes to its Articles of Incorporation or Bylaws, ECS shall notify the District of the changes ECS makes to such documents. ECS shall provide a full copy of ECS's Articles of Incorporation and Bylaws documents before the signing of the Contract.

B. Nonreligious, Nonsectarian Status

ECS agrees that it shall operate in all respects as a nonsectarian, nonreligious public charter school. ECS shall not be affiliated with any nonpublic sectarian school or religious organization. This section shall not preclude ECS from leasing or renting a facility from a church or religious organization.

C. Nondiscrimination

ECS shall comply with all federal and state laws regarding nondiscrimination, including, without limitation, statutory and constitutional provisions prohibiting discrimination in any programs or activities on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

D. Public Meeting and Public Records

ECS and its Governing Board are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.705 and Oregon Public Records Law, ORS 192.311 to 192.478.

E. Operational Powers

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

- (i) ECS shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit organizations and charter schools so long as such powers are not inconsistent with the terms of this Contract, including, without limitation, 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 members; contract for goods and services 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 fundraising 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 the Contract.

F. Third-Party Contracts

ECS 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 Contract.

G. Annual Report and Review

ECS shall submit a written annual report 10 days prior to the District's June board meeting which will include, without limitation, the following per ORS 338.095:

- (i) Summary data of the performance of the school and its students and the progress toward meeting its academic goals and objectives;
- (ii) The audit required under Section 6, paragraph C of this Contract and including proof of insurance;
- (iii) Policy development issues;
- (iv) Student discipline information; and
- (v) Any other information the District reasonably deems necessary to demonstrate that ECS is in compliance with state and federal law and the terms of the Contract.

H. Term

ECS's charter and this Contract become effective on July 1, 2024, 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.

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 term of the Contract or ORS Chapter 338.
 - b) Failure to meet the requirements for student performance stated in Section 5 and Appendix A 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 years a sound fiscal management system.

- (ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. ECS may appeal the District's decision to terminate the charter agreement directly to the District's Board. ECS 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. ECS 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 ECS.
- (iii) ECS shall only terminate this charter at the end of a semester. ECS shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of ECS.
- (iv) In the event of termination of ECS as a public charter school, all assets purchased with public funds given to ECS for the operation of school by the District in accordance with the Contract shall be given to the State Board of Education in accordance with ORS 338.105(6). ECS shall prepare a list of assets that were held prior to becoming a public charter school.

J. Change of Status

In the event ECS 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 ECS's legal authority to operate as a private school shall not be abridged. However, the assets of ECS that were purchased with public funds given to ECS 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) ECS shall maintain records of purchase orders for all fixed assets and non-consumable supplies (with life expectancy of one year or more) over \$5,000.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. ECS shall provide the District with a copy of this purchase order record upon request. For purposes of this section, public funds shall include any and all funds distributed to ECS.
 - 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 grant funds that ECS may apply for and be awarded by the Oregon Department of Education; or
 - 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 ECS with public funds in excess of \$5,000.00 shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). ECS may retain any asset that was purchased with non-public funds upon termination. If ECS 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).

Section 9. Employment Matters

ECS shall be the employer of all employees. Employees of ECS shall not be considered, for any purpose, employees of the District. Employees of ECS 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

ECS shall not knowingly employ an individual at the school 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.

ECS acknowledges their obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of ECS's employees, ECS agrees to immediately remove that employee from providing services. ECS will follow District's requests for removal of such employees following a report or allegation. ECS will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. ECS will perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of ECS's employees who may have direct, unsupervised contact with students, will complete sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

No later than August 31, prior to each school year that ECS operates as a public charter school under this agreement, ECS shall provide to the District a list containing the names and job positions of all its employees. This list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

B. Teacher and Administrator Registration with the Teacher Standards and Practices Commission (TSPC)

Any teaching or administrative staff at ECS 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.

C. Staff ODE Collections

All educators employed by ECS shall comply with all applicable state and federal laws as well as compliance for District and ODE reporting.

D. Building Administrator

ECS shall have a building level administrator assigned to the school.

Section 10. Insurance and Legal Liabilities

A. Insurance

- (i) ECS, at its own expense, shall continue to secure and retain and provide proof of the following insurance: commercial and general liability insurance in the amounts and type listed below in A(ii); errors and omissions insurance; automobile liability insurance in the amount of \$2,000,000 per occurrence combined single limit; workers' compensation insurance; employee dishonesty insurance; property insurance.
- (ii) ECS agrees to have adequate general liability coverage to cover any tort claim including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine. Such insurance shall have a minimum coverage of \$2,000,000 per occurrence with a \$3,000,000 aggregate.
- (iii) With submission of the annual report each year of this contract and at any time upon request of the District, ECS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein, naming District as an additional insured. All such insurance policies shall contain a provision requiring notice to the District, at least thirty (30) days in advance, of any material change, non-renewal or termination to the attention of the Superintendent, Lincoln County School District.

B. Legal Liabilities

- (i) The following federal and state laws apply to ECS in its operation and shall be observed by ECS where applicable:
- a) Federal law
 - b) ORS 30.260 to 30.300 (tort claims);
 - c) ORS 192.311 to 192.478 (public records law);
 - d) ORS 192.610 to 192.705 (public meetings law);
 - e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
 - f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
 - g) ORS 326.565, 326.575 and 326.580 (student records);
 - h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - i) ORS 329.045 (academic content standards and instruction);
 - j) ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);
 - k) ORS 329.496 (physical education);
 - l) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);
 - m) ORS 336.840 (use of personal electronic devices);
 - n) ORS 337.150 (textbooks);
 - o) ORS 339.119 (consideration for educational services);
 - p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
 - q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
 - r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
 - s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
 - t) ORS 342.856 (core teaching standards);
 - u) ORS chapter 657 (Employment Department Law);
 - v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
 - w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
 - x) Statutes and rules that expressly apply to public charter schools;
 - y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
 - z) Health and safety statutes and rules;
 - aa) Any statute or rule that is listed in this Agreement; and
 - bb) ORS Chapter 338.

- (ii) ECS 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 ECS's.

C. Waiver

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

D. Full Faith and Credit

ECS agrees that it shall not extend the full faith and credit of the District to any third person or entity. ECS acknowledges and agrees that it has no authority to enter into a contract that would bind the District. ECS's governing board has the authority to approve contracts to which ECS is a party, subject to the requirements and limitations of the Oregon Constitutions, 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, ECS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use by ECS of property of ECS or its landlord, its faculty, employees, volunteers, 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 ECS. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any District Board member, officer or employee. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act of any District employee working at ECS whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. This indemnification shall not apply to any damages incurred regarding any act or omission of ECS Board that is later deemed to be required by law or this Contract. ECS agrees to indemnify, hold harmless and defend the District from all contract claims in which ECS 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 indemnify and hold ECS, 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 ECS Board member, officer, employee, volunteer or agent. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act of any District employee working at ECS whose negligent or wrongful act or omission is caused in whole or in part, or directed by ECS. 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 ECS 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 ECS 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 ECS, trustees, agents, volunteers or employees;
- (ii) The use and occupancy of the building occupied by ECS or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by ECS.

G. ADA/504 Obligations

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

H. Cybersecurity

ECS at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to District's technology systems, including but not limited to student information systems, online curriculum, accounting systems and any other electronic data storage system that may expose the personally identifiable information of District students or staff.

ECS shall annually train its employees, volunteers and agents who use such systems on cyber safety. Documentation of training provided shall be submitted to District annually or upon request.

ECS shall make their technology systems and systems audit records available to District inspection regularly, and upon District request, for the purpose of verifying and auditing the ECS systems configuration to ensure compliance with all requirements of this section and compliance with requirements imposed upon District by its insurance carrier(s) in order to maintain District's cybersecurity insurance coverage.

District shall, in its sole discretion, sever such connections if they are found to be inadequate to ensure the security of District data or to maintain its cybersecurity insurance coverage. District shall work with ECS staff or their agents to resolve all such inadequacies to the satisfaction of District before such connections are reestablished.

I. Transportation

ECS students may obtain transportation through the student's parent/guardian 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 ECS students. Subject to availability of space, a District bus may stop at the ECS facility to drop off and pick up ECS students, if the ECS facility is on a designated District bus route. The District is responsible for providing transportation to ECS students along existing public school bus lines within the District, if space is available.

ECS may request and schedule their bus routes through the District transportation contractor, currently First Student. Contractor will bill District for all such routes and District shall reduce the monthly SSF payment to ECS by the same amount. If an SSF payment is not currently due to ECS, District shall bill ECS and ECS shall remit payment within 30 days.

Transportation grant funding from ODE to District for the ECS transportation expenditures, currently 70% of allowable expenditures, will be paid to ECS on the same schedule as the SSF payments in the next fiscal year after all expenditures have been audited and approved by ODE. District shall not be required to reimburse any amounts not received from ODE.

Section 11. Renewal of Contract

- A. ECS must request in writing at least 180 days before expiration of the charter, that this Contract be renewed per the contract renewal process subject to ORS 338.065 and OAR 581-026-0400.
- B. The District shall, upon receipt of the written request to renew from ECS, develop a timeline in agreement with ECS for renewing the Contract as allowed by OAR 581-026-0400, Section 9 that will reflect the calendar of the District Board of Director's meetings.
- C. If the District determines that it will not renew the Contract, then ECS shall cease to operate as a charter school sponsored by the District on June 30, 2034, provided, however that ECS may appeal this decision as permitted by ORS 338.065 and ECS shall remain open until one of the conditions apply as set forth in OAR 581-026-0405.

Section 12. Miscellaneous Provisions

A. Entire Agreement

This Contract, including the original proposal, the previous Contract and any exhibits, 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, subject to and construed under the laws of the State of Oregon, without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.

C. Assignment

ECS shall not, without the written consent of the District, delegate or contract with any entity to provide the educational program described in this Contract and the attached exhibits and it being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively by ECS.

D. Terms and Conditions of Application

The parties to this Contract agree that the original proposal sets forth the overall goals, standards and general operational policies of ECS, and that the application is not a complete statement of each detail of ECS's operation. To the extent that ECS desires to implement specified policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the application, ECS shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and 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 original application submitted to the District by ECS, the Contract provision(s) shall supersede any provision contained in the original application or previous Contract.

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 ECS.

G. Amendment

This Contract may be modified or amended only by written agreement between ECS and the District.

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 acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the office of the Director of ECS or the office of the District superintendent.

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 designate, any instrumentality of the City of Newport, any instrumentality of Lincoln 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:

For the District:

Lincoln County School District
Dr. Majalise Tolan, Superintendent
P.O. Box 1110
Newport, OR 97365

For ECS:

Eddyville Charter School
Stacy Knudsen, Principal
PO Box 68
Eddyville, OR 97343

Should these addresses change the parties agree to notify the other party within ten (10) days of the address changing.

K. No Waiver

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

L. Dispute Resolution

In the event any dispute arises between the District and ECS concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the District superintendent for review. If the District and ECS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the District's Board shall be final and binding on the parties; provided, however, ECS may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

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 ECS, 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 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, ECS 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 Original Application and Other Exhibits

The following exhibits are attached and incorporated by reference: Appendix A [ECS's Performance Objectives], and Appendix B [Contracted Services].

R. ECS' Authority to Enter into Contract

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

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

For the DISTRICT:

By: _____
Peter Vince, Chairman
Lincoln County School District Board

Date

By: _____
Dr. Majalise Tolan, Superintendent
Lincoln County School District

Date

For ECS:

By: _____
Abe Silvonen, Chairman
Eddyville Charter School Board

Date

Approved as to form:

By: _____
District Legal Counsel

Date

Appendix A
PERFORMANCE OBJECTIVES

1. Annually by October 1, ECS will present their annual School Improvement Plan (SIP) to the District. The SIP will include the following:

A. **Academic Performance Objectives**

- Plan for increasing student achievement each year on the statewide assessment(s) in English Language Arts and Math.
- Plan for improving four-year cohort graduation by 3% each year until reaching and maintaining 90% or greater.
- Plan for improving 9th grade on-track rates by 3% each year until reaching and maintaining 90% or greater.

B. **Non-academic Performance Objectives**

- ECS will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a measured scale for this question (For example: highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will have a goal showing that at least 90% of the parents consider their overall satisfaction or the education their child receives at ECS to be either the highest or second highest rating.
- ECS will work towards increasing their Regular Attenders rate by 5% annually until they reach and sustain a Regular Attenders rate of 90% or greater. Regular Attenders are defined as students who attend school 90% of the time or more. Strategies to attain this goal will be outlined in the SIP, including timelines and ways to measure progress.

2. If requested, ECS will give a SIP progress update with metrics and present it to the District Board in the spring.

3. **Methodology for Reporting Growth**

Throughout the term of this Agreement and after the annual evaluation by the District the parties will continue to work together to improve the methodology for analyzing and reporting achievement growth. At least once each school year, parties will meet to discuss instruction and/or student performance. The District may request information from ECS prior to the annual evaluation. The District will give reasonable advance notice of requests for information and ECS will timely submit such requested information.

Appendix B

CONTRACTED SERVICES

1. **District Hearing Officer for student suspension and expulsion hearings:**
ECS may contract with the District for a District Hearing Officer in a student suspension or expulsion hearing. ECS shall pay the District's actual hourly cost for the Hearing Officer.

2. **Substitute Teachers and Staff:**
ECS may contract with the District for substitutes while an ECS teacher or staff is absent. ECS shall pay the District's actual cost for substitutes at ECS.

3. **Health and Social Services to ECS Students:**
ECS may contract with the District for Health and Social Services for ECS students at a rate to be determined by the District, but during the first year of the contract no more than the per pupil cost to the District of providing similar services to District students. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

4. **Payroll Services:**
ECS may contract with the District for payroll services for non-District ECS employees at the District's actual cost at District's discretion.

5. **Human Resources Services:**
ECS may contract with the District for Human Resource Services at a rate to be determined by the District. These services include, but are not limited to: (a) the application, interview and hiring process; (b) normal disciplinary issues or procedures; (c) TSPC classification or license work; (d) normal consultative work. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

6. **Supervision of Staff Services:**
ECS may contract with the District for Supervision Services for the district employees who will be employed at the ECS site at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

7. **Risk Management Services:**
ECS may contract with the District for Risk Management services such as risk management consultation, safety and risk assessment of ECS students and staff; staff training;

environmental and indoor air quality concerns, workplace safety, security, and industrial hygiene. This will be at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

8. Section 504 Services for ECS Students - Staff and Patrons:

ECS may contract for District services in order to comply with ECS's legal obligations under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act of 1990 and ORS Chapter 659. ECS and the District may mutually agree on the cost of these services to ECS. In the absence of such mutual agreement, ECS shall pay the District's actual cost in providing these services.

9. Miscellaneous Services:

The list of services set forth above is not exhaustive, and that ECS may contract with the District for additional services from the District. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that ECS shall pay the District's actual cost of providing these services to ECS.

10. Technology and Instructional Services:

ECS may contract for District technology services at a cost to be determined by the District. ECS may also contract with the District for ECS involvement in District instructional programs and courses at a cost to be determined by the District.

11. Food Services:

ECS may elect to participate in Lincoln County School District's food service programs provided by the District's food service management contractor (FSMC), currently Sodexo America, LLC. If ECS elects to participate, ECS agrees to provide at its cost any computer hardware and network connectivity necessary to run the District's food service reporting software, currently "Primero Edge." ECS agrees to participate in all training provided by the District or the FSMC, and to comply with all Federal, State and Local regulations for each food service program, as well as the District's FSMC contract, District guidelines and District policies EFA, EFAA, EFAA-AR, EFD and EFD-AR as directed by the District. ECS agrees to comply with all Federal, State and Local food safety guidelines. ECS will allow the District to inspect its premises to ensure compliance with all food service program regulations and the FSMC contract. ECS agrees to provide the District a copy of their Fire Inspection Report every two years. ECS shall provide a copy of their educational calendar showing school and non-school days in order to prevent food waste. District may terminate the food service agreement with ECS for non-compliance with Federal, State or Local regulations, or for non-compliance with District FSMC contract, or District food services policies and guidelines if deemed necessary at District's sole discretion or if directed by the ODE Child Nutrition Program.