



**Charter School Contract
between the
Molalla River School District
and
Molalla River Academy
2020-2030**

TABLE OF CONTENTS

1. [Recitals](#)
2. [GRANT OF CHARTER](#)
3. [EFFECTIVE DATE](#)
4. [EDUCATIONAL PROGRAM, STUDENT ASSESSMENT AND CURRICULUM](#)
 - A. [Age and Grade Range](#)
 - B. [Curriculum](#)
 - C. [Educational Program](#)
 - D. [Student Assessment](#)
 - E. [Records](#)
 - F. [Nondiscrimination](#)
 - G. [Nonreligious](#)
 - H. [Open Enrollment](#)
 - I. [Admission](#)
 - J. [Enrollment Process](#)
 - K. [Preferential Enrollment](#)
 - L. [Student Attendance, Conduct and Discipline](#)
 - M. [Education of Students with Disabilities](#)
 - N. [Tuition and Fees](#)
 - O. [Student Welfare and Safety](#)
 - P. [School Year; School Day; Hours of Operation](#)
 - Q. [Alternative Education Model](#)
 - R. [Participation in District Offerings](#)
5. [EVALUATION OF STUDENT PERFORMANCE AND PROCEDURES FOR CORRECTIVE ACTION](#)
 - A. [Reasonable Progress](#)
 - B. [Curriculum Alignment](#)
 - C. [Statewide Assessment](#)
 - D. [Information from the District](#)
 - E. [Adequate Yearly Progress or Achievement](#)
6. [ECONOMIC PLAN, BUDGET AND ANNUAL AUDIT](#)
 - A. [Funding](#)
 - B. [Budget](#)
 - C. [Financial Records, Audits and Accounting Reports](#)
 - D. [Additional Funding](#)
7. [BUILDING AND FACILITIES](#)
8. [GOVERNANCE AND OPERATION](#)
 - A. [Corporate Status](#)
 - B. [Nonreligious, Nonsectarian Status](#)
 - C. [Nondiscrimination](#)
 - D. [Public Meeting and Public Records](#)
 - E. [Operational Powers](#)
 - F. [Third Party Contracts](#)
 - G. [Annual Report and Site Visit\(s\)](#)
 - H. [Term](#)
 - I. [Termination](#)
 - J. [Dissolution](#)
 - K. [Property Inventory Control](#)
9. [EMPLOYMENT MATTERS](#)
 - A. [Criminal Background checks](#)

B. *Teacher and Administrator Licensure and Registration with the Teacher Standards and Practices Commission (TSPC)*

- C. [Administrator](#)
- D. [Professional Development](#)
- E. [Employee Records.](#)
- 10. [INSURANCE AND LEGAL LIABILITIES](#)
 - A. [Insurance](#)
 - B. [Legal Liabilities](#)
 - C. [Full Faith and Credit](#)
 - D. [Indemnification](#)
 - E. [District Disclaimer of Liability](#)
 - F. [ADA/504 Obligations](#)
 - G. [Transportation Plan](#)
- 11. [RENEWAL OF CHARTER](#)
 - A. [Process and Bases for Renewal](#)
- 12. [MISCELLANEOUS PROVISIONS](#)
 - A. [Entire Agreement](#)
 - B. [Governing Law](#)
 - C. [Assignment](#)
 - D. [Terms and Conditions of Application](#)
 - E. [Conflict between Application and Contract](#)
 - F. [District Liaison](#)
 - G. [Amendment](#)
 - H. [Notice](#)
 - I. [Definition of Business Day](#)
 - J. [Address of Parties for Purpose of Written Notice](#)
 - L. [Dispute Resolution](#)
 - M. [Severability](#)
 - N. [Delegation](#)
 - O. [Attorney Fees](#)
 - P. [Incorporation of Application and Other Exhibits](#)
 - Q. [Authority to Enter Into Contract](#)

[EXHIBIT A --- DISTRICT BOARD RESOLUTIONS](#)

[EXHIBIT B --- MOLALLA RIVER ACADEMY INSTRUCTIONAL PROGRAM](#)

CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Molalla River School District (“District”) and the Molalla River Academy (“MRA” or “School”), an Oregon nonprofit corporation.

RECITALS

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

WHEREAS, on December 3, 2008 an application was submitted by MRA for the formation of the MRA as a public charter school to operate within the District; and

WHEREAS, the District has determined that the application submitted by MRA, as amended herein, complies with the purposes and requirements of ORS Chapter 338; and

WHEREAS, the Board of the District held a public hearing on the provisions of the proposal in accordance with ORS 338.055 and evaluated the criteria set forth in ORS 338.055; and

WHEREAS, the Board of the District has determined that MRA has demonstrated sustainable support for the charter school by teachers, parents, students, and other community members, including comments received at the public hearing; has demonstrated the capability of MRA in terms of support and planning to provide comprehensive instructional programs to students, that the proposal of MRA addresses the criteria required in the proposal process in ORS 338.045 and in District Policy; and

WHEREAS, by a resolution adopted January 22, 2009 the District Board granted the application contingent upon negotiation and execution of a contract acceptable to MRA and the District; and

WHEREAS, the initial Contract was adopted and signed by both parties effective July 1, 2009 for three (3) years until June 30, 2012; the second contract was adopted and signed by both parties effective July 1, 2012 for three (3) years until June, 2015; and the third contract was adopted and signed by both parties effective July 1, 2015 for five (5) years until June 30, 2020;

WHEREAS, MRA submitted a written request on December 16, 2019 to the District for renewal of the Contract pursuant to ORS 338.065(5) and the District held a public hearing on February 13, 2020 regarding such request; and

WHEREAS, by resolution adopted, February 13, 2020 (attached and incorporated as Exhibit A) the District Board granted the renewal of the Contract contingent upon negotiation and execution of a Contract acceptable to MRA and the District; and

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

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

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

CONTRACT

1. Grant of Charter

The MRA Charter is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a renewal of its charter to operate a single public charter school located within the boundaries of the Molalla River School District as described herein.

2. Effective Date

This Contract shall commence on July 1, 2020 and shall expire on June 30, 2030.

3. Educational Program, Student Assessment and Curriculum

A. Age and Grade Range

- (i) The Charter School may provide instruction to students in kindergarten through eighth grade.
- (ii) As provided in state law, ORS 338.115(5), the Charter School shall maintain an active enrollment of at least twenty-five (25) students.
- (iii) MRA shall comply with state law and apply its own discretion regarding age and admission eligibility for kindergarten and first grade students.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by State law, but subject to the implementation of MRA's instructional programs outlined in Exhibit B (as may be modified by Section 11 D of this Contract).

- (i) MRA shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract in a manner which is consistent with State law.
- (ii) MRA shall conform to all state requirements applicable to public charter schools concerning subjects, academic content, and other educational matters and shall implement the state-required assessments as provided in ORS 338.115(1)(l).
- (iii) MRA will comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) MRA will obtain prior approval from the District before making a fundamental change to the educational program outlined in Exhibit B. A fundamental change is defined as changing the academic focus of the MRA or adopting a curriculum that does not meet district or state standards. Any such fundamental change would require an amendment to this Contract.

C. Educational Program

See Exhibit B (as may be modified by Section 11 D of this Contract).

D. Student Assessment

All students enrolled and attending kindergarten through eighth grade at MRA shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement assessment requirements.

E. Records

MRA shall comply with all record keeping requirements of federal law pertaining to student records and shall cooperate with the District by providing key 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. The District shall provide MRA with at least two weeks advance notice of such reporting obligations to the extent the District has such advance notice.

F. Nondiscrimination

MRA shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, age, or sexual orientation, or any other classification protected under law.

G. Nonreligious

The educational program of MRA shall be nonreligious and nonsectarian.

H. Open Enrollment

- (i) For each school year covered by this Contract, enrollment shall be open to any child eligible to attend grades served subject to state law (ORS 338.125).
- (ii) MRA may not limit student admission based on ethnicity, national origin, disability, gender, religion, sexual orientation, 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 as provided in ORS 338.125(2).
- (iii) The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract in accordance with Section 7 I., Termination, at a semester break if student enrollment in the MRA falls and remains below 25 students for thirty (30) days or longer during any school year.

I. Admission

Admission of students to the MRA shall be conducted in accordance with state law (currently ORS 338.125) and federal law. “Admission” means that the student has (1) applied to the MRA; (2) successfully completed the lottery; (3) completed the application process and (4) been formally accepted as a MRA student by the MRA.

J. Enrollment Process

- (i) MRA is a school of choice. Enrollment at the MRA is and must be voluntary. All students, including students with disabilities, who are residents of the District, are eligible for enrollment. Age and grade are the only criteria.
- (ii) If the number of applications from resident students exceeds the number of spaces available, MRA must select all students for enrollment through an equitable lottery. If space is available, the MRA may admit students from out of the District.
- (iii) After MRA has met its student capacity, two waiting lists will be established. A resident student waiting list for each age level will be established with the order being established through an equitable lottery. Also, a non-resident student waiting list will be established for each age level with the order being established through an equitable lottery. School student vacancies will be filled by using the waiting lists. Students on the resident waiting lists at each grade level will fill vacancies prior to students on the non-resident list. Students who apply after the final annual enrollment period has closed will be added to the respective list on a first come, first served basis.
- (iv) This process may be modified in accordance with any waiver granted by the Oregon State Board of Education.
- (v) In the event a student who does not reside in the District is enrolled in MRA, MRA shall provide written notice of the student’s enrollment to the District within 10 days. If such nonresident student withdraws from MRA, MRA will provide written notice to the District within 10 days of the withdrawal. Any written notice will include available contact information for the student’s parent or guardian.

K. Preferential Enrollment

As provided in ORS 338.125(3), MRA may give admissions preference to students who were enrolled in the MRA in the prior year and siblings of students enrolled and attending the MRA.

Once these students are identified, all other students will be selected through an equitable lottery, as described in the previous section.

L. Student Attendance, Conduct and Discipline

- (i) MRA shall implement a system of uniform student conduct. MRA shall notify its students of the students' rights and responsibilities at the beginning of each school year, or as a student meets the admission requirements as stated in this Contract. MRA shall maintain accurate enrollment data and daily records of student attendance through the same student information services system used by District and shall provide this data to the District on a monthly basis by no later than the 5th of each month.
- (ii) MRA shall notify the District immediately upon a student being expelled from MRA.
- (iii) MRA and the District shall each 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.

M. Education of Students with Disabilities

The District shall identify, locate and evaluate students enrolled in MRA to determine which students may be in need of special education and related services according to state and federal law. The District is responsible for the providing of special education services to all eligible students (resident and nonresident of the District) according to state and federal law and as set forth in this Contract. MRA 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"). The parties recognize that the specific needs of special education students may require responsibilities on each party not contemplated by this Contract so this Section M is meant to provide guidelines.

Compliance by the MRA and the District includes, therefore, but is not limited to, the following:

- (i) MRA will 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 MRA application form will ask if the student has an IEP under IDEA. Once a student is admitted through MRA's lottery process, MRA will immediately, or as soon as practicable, notify the IEP team leader (if known) or the District liaison for special education issues. The latest date for notification to the District is the date on which MRA knows the student is admitted and eligible for special education services. Once notified, the District shall convene an IEP meeting for the student in a timely manner. A representative from MRA will attend the IEP team meeting during which the team will determine whether or not MRA is the appropriate placement. This representative shall be a regular education teacher and/or the executive director unless the District approves in advance of the meeting that another MRA representative will attend;
- (iv) MRA staff will comply with training required by an IEP team for delivery of services to a MRA student;
- (v) The District shall receive State School Funds for providing services to MRA special education students as provided in ORS 338.165 and set forth in Section 5 paragraph A of this Contract (60% of General Purpose Grant per ADMw

calculated under ORS 327.013);

- (vi) The District has the discretion to determine which specialized programs will be offered on site at MRA's site;
- (vii) MRA will provide a consistent instructional space for District special education staff to instruct students;
- (viii) The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of MRA. MRA will not change the student's placement or IEP without IEP team action;
- (ix) Special education transportation will only be provided by the District to a MRA special education student if it is a related service on a MRA student's IEP;
- (x) MRA will provide substitutes, as needed, for MRA staff who are required to attend IEP meetings or other meetings related to a MRA special education student at MRA's expense;
- (xi) Although Oregon law leave the "Child Find" responsibility with the child's resident school district, MRA will work closely with the District and any other referring school district to ensure that these responsibilities are carried out in good faith with respect to students enrolled in MRA. MRA will ensure that at least one of its teaching staff has been trained in the Child Find process, or if none have been so trained, MRA will arrange for at least one of its teaching staff to receive such training. The District agrees to pay for such training. MRA will promptly notify the District if a MRA student is suspected of having a disability and may need evaluation to determine eligibility for special education will comply with the District practices and policies for referral of any District student for evaluation. Any student referred for evaluation will remain enrolled at MRA unless and until an IEP team determines that MRA is not an appropriate placement for that student;
- (xii) The District will pay the costs of any training required of MRA's staff by an IEP team to accomplish the implementation of an IEP. This is limited to costs for substitutes, consultants or necessary supplies and materials;
- (xiii) The District remains responsible for offering and providing a FAPE to all special education students who attend MRA. The District is responsible for the provision of all specially designed instruction to special education students who attend MRA; unless an alternative instructional arrangement is mutually agreed upon by the District and MRA;
- (xiv) The District is responsible for providing nursing care coordination for students who have nursing services as a related services, accommodation, or supports for personnel as part of their IEP;
- (xv) MRA will comply with all medical delegations developed and trained by the District's nurse as outlined in a student's health/medical protocol;
- (xvi) As a means of ensuring maximum consistency between MRA and District staff and the implementation of service provided to students, District staff are encouraged to attend staff meetings and any other appropriate staff development opportunities at

MRA;

- (xvii) MRA 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. MRA shall indemnify and hold harmless the District as provided in Section 9D of this Contract; and
- (xviii) Section 504 Services for MRA Students – Staff and Patrons: MRA may contract for District services in order to comply with MRA’s legal obligations under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act of 1990 and ORS Chapter 659. MRA and the District shall mutually agree on the cost of these services to MRA.

N. Tuition and Fees

MRA shall not charge tuition to students attending MRA for programs, classes or courses of study which are part of the regular school program or home to school transportation. MRA may charge reasonable fees for textbooks (including deposits applied to damages), instructional materials, operational after-school programs and student activities pursuant to state law (ORS 339.141, 339.147 and 339.155).

O. Student Welfare and Safety

MRA shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse and sexual conduct with a minor, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.

- (i) MRA is responsible for the reporting of child abuse and neglect and sexual conduct with a minor and for providing training on the prevention and identification of child abuse to employees and students in accordance with state law (ORS 339.370-339.400).
- (ii) MRA shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect and sexual conduct with a minor.
- (iii) MRA shall comply with state and federal law relating to drug administration to students.
- (iv) MRA shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

P. School Year; School Day; Hours of Operation

MRA shall operate an instructional program in accordance with Exhibit B (as may be modified by Section 11 D of this Contract) Students will receive at least the minimum number of annual instructional hours pursuant to state laws or administrative rule. MRA will determine its school calendar annually and will provide a copy to the District by July 1st of each year.

Q. Alternative Education Model

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

R. Participation in District Offerings

With prior approval MRA students may participate in District classes and activities subject to availability as determined by the District and subject to the same costs as District students. School students may participate in District sports programs under the same terms and conditions, including costs, as District students and subject to Oregon School Activities Association rules and requirements.

4. Evaluation of Student Performance and Procedures for Corrective Action

A. Reasonable Progress

MRA shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with those set forth in Exhibit B (as modified by Section 11 D of this Contract) and this section, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

B. Curriculum Alignment

The learning goals for MRA students will be aligned to the Oregon Standards.

C. Statewide Assessment

MRA will fully participate in the Oregon statewide assessment system.

D. Information from the District

The District will provide MRA the same assessment result information as all other District schools with disaggregated data for comparison and goal-setting purposes as soon as possible but not beyond thirty (30) business days of receiving those scores.

E. Adequate Yearly Progress or Achievement

- (i) MRA will meet or exceed state and/or federal standards as may be required by the Elementary and Secondary Education Act (ESEA), Every Student Succeeds Act (ESSA) or comparable ensuing assessment requirements adopted by the State Board of Education, the United States Department of Education, or the Oregon Legislature to implement ESEA/ESSA including but not limited to achievement compacts entered into by the District if applicable under Senate Bill 1581 (2012 legislative session). If MRA fails to meet standards, MRA shall remedy the situation in the time and manner as required by law or regulation or as mutually agreed upon with the District. The parties agree to enter into discussions and if needed, amend this Section, to provide more details when guidance is provided

to charter schools on the required standards and assessment for progress and achievement.

- (ii) MRA shall report to the District the MRA's student scores on any of the statewide assessments within ten (10) business days of receiving the scores.

5. Economic Plan, Budget and Annual Audit

A. Funding

- (i) MRA shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. MRA shall provide enrollment data to the District regarding number of in District students, out of District students, former home schooled students, and students coming from District schools.
- (ii) Effective July 1, 2020, and for each fiscal/school year of this agreement, the District shall provide funding to MRA in accordance with ORS 338.155(2), at 85% of the District's General Purposes Grant per ADMw as calculated under ORS 327.013 and in accordance with ORS 338.155 multiplied by MRA's ADMw as estimated by ODE and presented on State School Fund Estimates. The ADMw on these estimates includes the poverty rating. The District shall pay MRA 40% of the General Purposes Grant per ADMw for the District for students eligible for special education services for the duration of this contract.
- (iv) The District, at its sole discretion, may advance funds to MRA upon request.
- (v) MRA shall give written reports to the District, containing the data set forth in A (i), on or before the tenth (10th) day of each of the following months of each school year: July, August, September, October, November, December, January, February, March, April, and May.
- (vi) Pursuant to ORS 338.155(8), the District shall send payment to MRA in the percentages set out by applicable law (generally 8.33% per month from August -May and currently 16.67% in July with no payment in June) within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095. The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this contract, the disbursement schedule of payments from the District to MRA shall be modified to reflect such changes.
- (vii) The parties recognize that there may be fluctuations from month to month in the total sum on which the monthly percentage amounts are calculated due to ODE estimates of MRA's ADMw during a school year, as well as due to possible changes in the State's determination of the general purpose grant,

and thus the amount payable by the District to MRA may change from month to month. There will be an adjustment with the final [May] payment, as provided in State law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount that are not finalized until after the end of a school year.

- (viii) The financial commitment on the part of the District contained in this Agreement is subject to annual appropriation by the State of Oregon. The District has no obligation to fund MRA operations if State funding does not occur and this Contract is terminated if State funding does not occur.

B. Budget

- (i) On or before June 1st of each year, MRA shall submit to the District the MRA proposed budget for the upcoming school year and the adopted budget by July 1st.
- (ii) MRA shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this Contract.
- (iii) The fiscal year of MRA shall begin on July 1st of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.
- (iii) MRA shall not loan MRA funds to any other entity.
- (iv) MRA shall notify the District of any short term loans secured by MRA. MRA shall not carry any loans over the end of the fiscal year, save for loans for facility acquisition or development.
- (v) The cost of any service(s) provided to MRA by the District above and beyond the terms of the Contract shall be deducted from payments due to MRA from the District's payments outlined in Section 5 of this Contract. The parties shall have a mutually written agreement on the type of service, including facility leases and or maintenance, and any affiliated costs prior to the implementation of the service or occupation of the facility.
- (vi) Provided that MRA does not timely submit the proposed budget, adopted budget, the required annual audit, quarterly financial reports, any other information required by law, or this Contract, by the date MRA is obligated to provide the information to the District, or the District requests additional documentation to substantiate the financial soundness of MRA and it is not produced within 30 days of the request, the District shall notify MRA that the District alleges MRA to be in default of this Contract. The parties would then pursue a resolution under Section 11 paragraph L (Dispute Resolution).
- (vii) MRA shall make reasonable progress toward retaining a minimum ending balance of 8% of total revenue from State School Funds, and a minimum operating contingency of at least 2% of State School Funds.

C. Financial Records, Audits and Accounting Reports

- (i) MRA agrees to establish, maintain and retain appropriate financial records compatible with the District's budget and accounting system and in accordance with applicable federal and state laws. MRA agrees to make such records available to the District. MRA shall submit income and expense reports, a balance sheet showing liabilities and assets and an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due to the District each quarter, by the 15th of each month on October, January, April and July.
- (ii) MRA shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.990. MRA shall submit to the District (i) this audit,
(ii) any statements that show the results of all transactions and operations affecting the financial status of MRA during the past fiscal year and (iii) a balance sheet containing a summary of all assets and liabilities as of the close of the past fiscal year by October 15th of each year.
- (iii) The MRA shall provide to the District the MRA's Internal Revenue Service Form 990 by November 15th or February 15th, if an extension has been granted by the IRS, of each year.
- (iv) The MRA shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal

management, provided that the MRA's accounting methods shall comply in all instances with applicable governmental accounting requirements as provided in Subparagraph (i) in this Section.

- (v) In the event that this Contract is revoked, terminated or not renewed by the District, MRA shall refund to the District all unspent public funds that were given to MRA by the District provided that such payment complies with applicable state and federal law.
- (vi) MRA shall provide the District with all copies of letters and the audit report from the MRA's auditor to the MRA Board or the MRA Executive Director.

D. Additional Funding

- (i) Under ORS 338.155(9)(b) MRA is entitled to other state sources of funds from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract because these funds are awarded directly from the Department of Education to a charter school.
- (ii) Under ORS 338.155(9)(a) MRA may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
- (iii) MRA may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this Contract. In the event that the MRA solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. MRA shall annually report all gifts, donations and grants to the District by recording same in the financial records described in Section 5, paragraph C above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless MRA is required to disclose this information under law.
- (iv) The District and MRA recognize that charter schools are entitled to state, federal and local funds, not specifically referred to in this Contract, in the same manner as public schools within public school districts. The District shall work with MRA in identifying such funds and distributing such funds to the MRA in a fair and equitable manner as determined by the District and the MRA.

6. Building and Facilities

- A. Upon execution of a rental, lease or purchase agreement for a facility MRA shall forward to the District a copy of the agreement. MRA shall obtain and maintain all necessary occupancy and safety permits for the charter school facility.

- B. MRA may change its physical location or obtain additional facilities provided that the MRA fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that the MRA notifies the District of the proposed change in location or addition of facilities prior to taking any final action in connection therewith.

7. Governance and Operation

MRA shall govern and operate the charter school as set forth in its corporate documents to the extent permissible under federal and state law and subject to all conditions of this Contract.

A. Corporate Status

MRA is and shall remain for the term of this Contract an Oregon nonprofit corporation and tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Within thirty (30) calendar days after making any changes to its Articles of Incorporation or Bylaws, MRA shall notify the District of the changes MRA makes to such documents by providing the District with a copy of the amendments or restated documents.

B. Nonreligious, Nonsectarian Status

MRA agrees that it shall operate in all respects as a nonsectarian, nonreligious public charter school. MRA shall not be affiliated with any nonpublic sectarian school or religious organization. This section shall not preclude MRA from leasing or renting a facility from a church or religious organization.

C. Nondiscrimination

MRA shall prohibit discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, ancestry, marital status, and sexual orientation.

D. Public Meeting and Public Records

MRA and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690 and Oregon Public Records Law, ORS 192.311 to 192.478.

E. Operational Powers

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

- (i) MRA shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit

corporations and charter schools so long as such powers are not inconsistent with the terms of this Contract, including without limitations the following powers (and including such other powers as provided for elsewhere in this Contract): making all personnel decisions, including hiring, firing and discipline of all teachers, supervisors, and staff, contract for goods and services necessary for the operation of the MRA; prepare a budget; procure insurance and necessary bonds; lease facilities for school purposes; purchase lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with state law; organize and carry out fund-raising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donors as are consistent with law and not contrary to any of the terms of this Contract.

F. Third Party Contracts

MRA shall not enter into any contract for comprehensive school management to be performed in substantial part by an entity not a party to this Contract.

G. Annual Report and Site Visit(s)

(i) Pursuant to state law (ORS 338.095(2)), the District or its designee at least annually will visit the MRA site and review the public charter school's compliance with the terms and provisions of the Contract.

(ii) MRA will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of MRA and its students by October 15th of each year applicable to the preceding fiscal/school year. This report will include information necessary to make a determination of compliance with the requirements of ORS 338. The District may obtain an independent charter review for the purpose of this annual evaluation, at the District's expense.

(iii) MRA shall submit an annual municipal audit, required under Section 5, paragraph C of this Contract, including proof of insurance, by October 15th of each year.

(iv) Annually, by October 15th, MRA must submit the following to the District:

- a. Current year budget (as amended)
- b. Current financial statement (balance sheet, profit/loss, and cash flow)
- c. If applicable, any future budgets or financial projections

Should any of the following be modified during the term of this agreement, MRA shall submit evidence of said changes to the District:

Health and Safety Procedures

- a. Health/safety policies or procedural documents (evacuation procedures, hostage situations, hazardous materials spills, etc. if applicable)
- b. Emergency preparedness policies/manuals/guides

Internal Controls

- a. All adopted policies, and internal control procedures and related forms and systems
- b. Any changes to corporate bylaws.

School Facilities

- a. Facility operation permits and certificates (including evidence of inspection by a structural engineer, fire marshal, and occupancy certificates) are on file at the school.
- b. Long-term lease agreement (facilities and equipment)

H. Term

MRA's charter renewal and this Contract become effective on July 1, 2020, and will last for a period of ten (10) school years until June 30, 2030.

I. Termination

- (i) This Contract may be terminated by the District or MRA in the manner and for the reasons described in applicable state law (ORS 338.105). Either party may terminate this Contract for any material and willful breach of this Contract including, but not limited to the following:
 - a) Violation of or failure to meet and sustain any terms of this Contract or ORS Chapter 338.
 - b) MRA's failure to meet the requirements for student performance stated in Section 4 of this Contract.
 - c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.
 - d) MRA's failure to maintain insurance as described in Section 9 of this Contract.
 - e) MRA's failure to maintain financial stability.
 - f) MRA's failure to maintain for two or more consecutive years a sound financial management system as described in Section 5 B and C of this Contract.
 - g) If the grounds for termination include failure to maintain financial stability or failure to maintaining a sound financial management system the parties may develop a plan to correct deficiencies as provided by ORS 338.105(2)(b).
- (ii) The parties recognize that grounds for termination hereunder may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this

Contract.

- a) If the either party believes that any breach of this Contract by the other party has occurred, the party with the concern will give the other party written notice setting forth the alleged breach.
 - b) If the party receiving the notice agrees that a breach has occurred, such party will cure the breach within thirty (30) days after the notice was given. If, however, the breach is such that the party receiving the notice, acting with due diligence, could not reasonably complete the cure within such time, the party receiving the notice not be in default unless such party either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after receiving such notice.
 - c) If the party receiving the notice does not agree that a breach has occurred, the party receiving the notice will give to the other party a written explanation of the reasons why it believes no breach has occurred within twenty (20) days after the written notice. The parties will then attempt in good faith to resolve their differences. If the parties cannot come to agreement, the District may proceed as provided in subparagraph (iii) and MRA may enforce this Contract in any manner provided by law and if it decides to terminate the Contract will proceed as provided in subparagraph (iv).
- (iii) The District shall provide sixty (60) calendar days' prior written notice of its intent to terminate the charter agreement. MRA may appeal the District's decision to terminate the charter agreement directly to the District's Board. MRA 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. MRA 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 and to the circuit court according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District or by the State Board of Education as provided in ORS 338.105, the District shall continue to make the funding payments under Section 5 of this Contract to MRA.
- (iv) MRA may only terminate this charter at the end of a semester. MRA shall notify the District in writing at least 180 calendar days prior to the proposed effective date of termination, dissolution or closure of MRA in accordance with state law.
- (v) In the event of termination of MRA as a public charter school, all assets purchased with public funds given to MRA by the District in accordance with this Contract shall be given to the State Board of Education for disbursement and all student records of MRA shall be transferred to the District in accordance

with state law (ORS 338.105(6))

J. Dissolution

In the event MRA 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 MRA's legal authority to operate as a private school or other program governed by state and federal non-profit law shall not be abridged.

K. Property Inventory Control

- (i) MRA shall maintain records of purchase orders and invoice records for all assets over \$100.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. MRA shall provide the District with a copy of this purchase order and invoice records no later than July 1st of each year that MRA operates as a public charter school in the District. For purposes of this section public funds shall include any and all funds distributed to MRA:
 - (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 the MRA 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 MRA with public funds shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). MRA may retain any asset which was purchased with non-public funds upon termination. If MRA does not maintain records of purchase orders and invoice records 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).

8. Employment Matters

MRA shall be the employer of all employees of MRA. Employees of MRA shall not be considered, for any purpose, employees of the District. Employees of MRA 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

MRA shall not knowingly employ an individual for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that MRA operates as a public charter school under this agreement, MRA shall provide to the District a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law (ORS 181A.195, 326.603, 326.607, 342.223) and all known results of the investigation.

B. Teacher and Administrator Licensure and Registration with the Teacher Standards and Practices Commission (TSPC)

- (i) At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by TSPC pursuant to ORS 338.135(7), and 342.125,
- (ii) Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practice Commission will register with TSPC in accordance with ORS 338.135(7) , OAR 584-023-0005 and OAR 584-023-0030.

C. Administrator

MRA shall have an administrator/executive director.

D. Professional Development

The District will invite MRA staff to participate in all professional development activities offered through the District. MRA staff will pay the same rate as District staff to participate in professional development trainings, workshops and other activities. The District will recommend to the Education Service District that School staff pay the same rate as District staff for ESD training and professional development activities.

E. Employee Records.

MRA shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records. MRA shall comply with ORS 342.850(8) and adopt rules governing access to personnel files.

9. Insurance and Legal Liabilities

A. Insurance

- (i) The MRA shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth in school district policy LBE and administrative regulation LBE-AR as of the time this Contract is executed and as provided below: commercial and general liability insurance; errors and omissions insurance; directors and officers liability insurance; automobile liability insurance; workers' compensation insurance; employee dishonesty insurance; property insurance.
- | | |
|--|--|
| (a) Property Insurance | As required by landlord |
| (b) Comprehensive General Liability | \$3,000,000 aggregate -
\$1,000,000 /occurrence |
| (c) Officers and Directors/ Errors and Omissions | \$3,000,000 aggregate
\$1,000,000 /occurrence |
| (d) Auto Liability (if vehicles are owned) | \$1,000,000 |
| (e) Worker's Compensation | As required by State |
| (f) Honesty Bond | \$25,000 |
- (ii) No later than August 1, 2020 and at any time thereafter upon request of the District, MRA shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination.

B. Legal Liabilities

- (i) The following federal and state laws apply to the MRA pursuant to state law (currently ORS 338.115(1)) and shall be observed by the MRA 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 192.690 (public meetings law);
 - (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
 - (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
 - (g) ORS 326.565, 326.575 and 326.580 (student records);
 - (h) ORS 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 alternative certificate);
 - (k) ORS 329.496 (physical education);
 - (L) The statewide assessment system developed by the Department of Education for mathematics, science and English 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 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 the charter; and
 - (bb) This chapter.
- (ii) MRA and the District will also comply with any statute adopted by the Legislature and any administrative rule adopted by the Oregon State Board of Education or the Oregon Teacher Standards and Practices Commission regarding public charter schools.
 - (iii) MRA shall furnish to the District at the time of its annual report 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 the MRA's governing board.

C. Full Faith and Credit

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

D. Indemnification

- (i) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, MRA 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 MRA of property of MRA its faculty,

employees, students, patrons, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the acts or omissions of MRA. 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 MRA 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 MRA or the MRA Board that is later deemed to be required by law or this Contract. MRA agrees to indemnify, hold harmless and defend the District from all contract claims in which MRA 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 MRA, 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, "IDEA" violation, 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 and funding of this Contract, services provided by the District under this Contract including but not limited to special education under Section 3, Paragraph M, classes, activities and sports under Section 3 Paragraph R, and transportation under Section 9 Paragraph G, 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 the MRA Board member, officer or employee. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act of any District employee working at the MRA whose negligent or wrongful act or omission is caused in whole or in part, or directed by the MRA. 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 the MRA 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.

E. District Disclaimer of Liability

The parties to this Contract expressly acknowledge that MRA 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 except for any liability, claims or demands resulting from the negligence or wrongful act or omission of the District, its Board member, officer agent or employee, that the District Board assumes no liability for any loss or injury resulting from:

- (i) The acts or omissions of MRA, its governing Board, agents or employees;
- (ii) The use and occupancy of the building occupied by MRA or any matter in connection with the condition of such building unless such building is leased from the District to MRA; or
- (iii) Any debt or contractual obligation incurred by MRA.

F. ADA/504 Obligations

MRA 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. MRA shall indemnify and hold harmless the District from all claims under these statutes except for any liability, claims or demands resulting from the negligence or wrongful act or omission of the District, its Board member, officer agent or employee.

G. Transportation Plan

In accordance with ORS 338.145, MRA shall be responsible for providing transportation to students who reside within the school district and who attend MRA. This does not mean, however, that MRA is obligated to incur any expenses connected to transportation for its students. For any District student who does not have transportation, MRA will make efforts to arrange for carpooling with other families of students. MRA 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 stops or add bus routes or stops for purposes of providing transportation to MRA's students. Subject to availability of space, a District bus may stop at the MRA facility to drop-off and pick-up MRA students, if the MRA facility is on a designated District bus route. The District is responsible for providing transportation to MRA students along existing public school bus lines within the District, if space is available.

The District is responsible for providing transportation for special education students if it is a related service as provided under Section 3, Paragraph M, MRA and the District may enter into a separate agreement for the District to provide transportation and MRA to pay the percentage of the District's cost that is not reimbursed by payments from the State School Funds for transportation costs.

10. Renewal of Charter

Renewal shall be governed by state law (ORS 338.065).

A. Process and Bases for Renewal

- (i) The District shall base the charter renewal decision on a good faith evaluation of whether MRA is:
 - a) In compliance with ORS Chapter 338 and all other applicable state and federal laws;
 - b) In compliance with the charter of the public charter school;
 - c) Meeting or working toward meeting the student performance goals and agreements specified in Section 4 of this Contract; and
 - d) Fiscally stable and used the sound financial management system as described in Section 5 B and C of this Contract.
- (ii) The District shall base the renewal evaluation described in paragraph (i) of this section primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review as required by state law (ORS 338.095) and any other information mutually agreed upon by the governing boards of the District and MRA.
- (iii) No earlier than December 15, 2029, and no later than February 1, 2030, the MRA may request, in writing, that this Contract be renewed.
- (iv) Within forty-five (45) days of receiving the written renewal request, the District shall hold a public hearing regarding the request for renewal. If the District needs any additional information to make its decision, it will request such additional information from MRA within twenty (20) days of receiving the written request for renewal and prior to the public hearing. MRA will provide the requested additional information within twenty (20) days of receiving this request and prior to the public hearing.
- (v) Within ten (10) days after the public hearing, the District shall inform MRA of its intent on renewal of the Contract.
- (vi) Within twenty (20) days after the public hearing, the District shall approve the renewal of the Contract or state in writing the reasons for denying the renewal.
- (vii) If the District determines that it will renew the Contract, the two parties shall meet and negotiate a contract within ninety (90) days of the date the District provides notice to MRA that it will renew the contract.
- (viii) If the District does not renew the Contract, the District shall state in writing the reasons for denying the renewal within twenty (20) days after the public hearing. The School's governing body may address the reasons stated by the District and any remedial measures suggested by the District and submit a revised request for Contract renewal to the District. A revised request must be submitted within twenty (20) days of contract non-renewal. The District will then reconsider the renewal request and notify the School of its decision within twenty (20) days of receiving the revised request.

- (ix) If the District determines that it will not renew the Contract, the MRA may appeal the decision to the State Board of Education and the circuit court as provided in ORS 338.065.

11. Miscellaneous Provisions

A. Entire Agreement

This Contract, including the 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 by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The citations to laws stated in this Contract are the citations at the time of entering into this Contract. In the event any citations stated herein are renumbered, the renumbered citation is applicable.

C. Assignment

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

D. Terms and Conditions of Application

The parties to this Contract agree that Exhibit B sets forth the overall goals, standards and general operational policies of MRA, and that the Exhibit B is not a complete statement of each detail of MRA's operation. To the extent that MRA desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in Exhibit B, MRA 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. Furthermore, a failure by MRA to perform or fulfill any term or provision of the Application shall not be a breach of this Contract unless such failure is specifically described as a breach in this Contract.

E. Conflict between Application and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this Contract and Exhibit B, the Contract provision(s) shall supersede any provision contained in Exhibit B.

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 MRA. MRA shall designate the Administrator/Executive Director of MRA as the liaison between the Board of Directors of MRA and the District.

G. Amendment

This Contract may be modified or amended only by written agreement between MRA 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 acknowledgment of receipt) or three (3) business days after mailing when sent by certified mail, postage prepaid, to the office of the Director of MRA, or the office of the District Liaison.

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 its designee, any instrumentality of the City of Molalla, any instrumentality of Clackamas County, the State of Oregon or federal government. For purposes of this Contract, "day" means a calendar day.

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:

Molalla River Academy
Attn: Executive Director
16897 S. Callahan Rd.
Molalla, OR. 97038
503-829-6672

Molalla River School District
Attn. Superintendent
412 S. Sweigle Ave
Molalla, Oregon 97038

Should these addresses change, the parties agree to notify the other party within ten (10) calendar days of the address changing.

K. No Waiver

The parties agree that no assent, 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

- (i) If any dispute arises between the District and MRA concerning this Contract, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. Mediation requires the consent of both parties, and nothing in this section shall be construed to require either party to mediation without that party's consent.
- (ii) If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.
- (iii) At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Board.
- (iv) The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.
- (v) As to any dispute that is not being determined through mediation, MRA may request a hearing before and decision by the District Board.
- (vi) MRA 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 the MRA, the functions and powers of the District Board may be exercised by the District Liaison and the functions and powers of MRA may be exercised by the Administrator/Executive Director provided that any ultimate decision regarding renewal, non-renewal or revocation of this Contract be made only by the District Board and the Board of Directors of MRA.

O. 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.

P. Incorporation of Application and Other Exhibits

The following Exhibits are attached and incorporated by reference: Exhibit A [District

Q. Authority to Enter Into Contract

MRA expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of MRA and that the Board of Directors of the MRA has duly approved this Contract.

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

MOLALLA RIVER
SCHOOL DISTRICT

MOLALLA RIVER ACADEMY

Molalla River School District Board

Molalla River Academy Board of Directors

By: _____
School Board Chair, MRSD

By: _____
Board Chair, MRA

Date: _____

Date: _____

By:
MRSD Superintendent

By: _____
Molalla River Academy Executive Director

Date: _____

Date: _____

Exhibit B Molalla River Academy Instructional Program

Our Mission:

The mission of Molalla River Academy (MRA) is to guide students in becoming responsible lifelong learners and compassionate community members through interdisciplinary studies in the arts and sciences within a safe and nurturing environment.

MRA is a school that is dedicated to offering students the opportunity to work and learn in an environment that supports an exceptional and unique educational experience. MRA's commitment to academic rigor and high standards of learning are supported by the practices and goals identified within this document.

MRA Core Values:

- We promote academic excellence through integrated, thematic curriculum.
- We create a safe and comfortable learning environment.
- We foster a sense of community.
- We practice authentic assessment.
- We create ongoing opportunities in the arts and sciences.
- We encourage problem solving through hands on experiences.
- We promote activities and behaviors that develop physical, social and emotional wellness.

Our Vision

The vision of MRA is "Successful graduates with the knowledge and confidence to pursue their dreams and enrich the community."

MRA's Education Practices

Molalla River Academy's education practices are driven by our mission and our vision. The core values help support these practices as we strive to provide our students with an integrated curriculum and with teaching that reaches all aspects of intelligence and learning.

Thematic Teaching and Learning

Subject matter at MRA is integrated into thematic units. Themes provide the context for the study of social studies, language arts, science, the arts, technology, physical education and math. Every classroom participates in a school-wide theme, a yearlong theme, and classroom themes all of which are intertwined during the school year. The current classroom theme is evident upon entering the classroom. Exhibits, shows, performances, demonstrations, projects, publications, theme books, and other methods are used to showcase student work.

Themes represent a way of managing related information about the human experience. They provide a thoughtful, deliberate framework for organizing the strands that connect a student's studies. The subject matter becomes more relevant and more authentic for learners. Teacher collaboration through the various themes provides increased consistency from grade to grade and a stronger culture of community at MRA.

Themes are particularly effective at MRA because children remain with one teacher for more than one year of schooling, in mixed age classrooms, with the exception of kindergarten. Each class has developed multi-year curricular cycles based on themes. Within these thematic cycles, specific activities and emphases vary from year to year as teachers design new ways to engage children's participation. At every level, the MRA curriculum encourages children to explore, create, and communicate in a variety of ways: drawing, painting, and building models; speaking, dramatizing, writing, and reading; graphing, charting, calculating, and hypothesizing.

The school rotates two school-wide annual themes: Community and Environment. The essential questions behind these themes are:

- "How do I impact my community and How does my community impact me"
- "How do I impact my environment and culture and How does my environment and culture impact me"

Project Based Learning (PBL)

The majority of learning at MRA is accomplished through hands-on activities, or projects that are primarily student-driven.

At MRA, PBL includes:

- Projects that are focused on teaching students specific and important knowledge, understanding, and skills derived from standards and central to academic subject areas.
- Important enduring understandings that are explicitly targeted to be taught and assessed, including critical thinking/problem solving, collaboration, and self-management.
- Projects that are focused on a central problem or question, at the appropriate level of challenge.
- The central problem or question is framed by a driving/essential question for the project.
Essential questions are:
 - open-ended; allowing students to develop more than one reasonable answer.
 - understandable and inspiring to students.
 - aligned with learning goals; to answer it, students will need to gain the intended knowledge, understanding, and skills.
- Inquiry that is sustained over time and academically rigorous (students pose questions, gather & interpret data, develop and evaluate solutions or build evidence for answers, and ask further questions).
- Inquiry that is driven by student-generated questions throughout each project.
- Projects that have an authentic context; involve real-world tasks, tools, and quality standards; make a real impact on the world; and/or speak to students' personal concerns, interests, or identities.
- Students with opportunities to express voice and choice on important matters (questions asked, texts and resources used, people to work with, products to be created, use of time, organization of tasks).
- Students with opportunities to take significant responsibility and conduct independent work that is appropriate and teacher facilitated.
- Students and teachers engaged in thoughtful, comprehensive reflection both during projects and after their culmination.
- Providing students with regular, structured opportunities to give and receive feedback about the quality of their products and work-in-progress from peers, teachers, and if appropriate from others beyond the classroom.
- Students' use of feedback about their work as a way to revise and improve it.
- Student work that is made public by presenting or offering it to people beyond the classroom.
- The expectation that students can publicly explain the reasoning behind choices they made, their inquiry process, how they worked, what they learned, etc.

Culminating Events/Public Product

All of the thematic units at MRA end in a culminating event. Culminating events might be directly related to their project, it may be presented to the entire school community, and it could be an event reserved just for that class. The purpose is to provide a venue for sharing and celebrating the learning of that unit in a meaningful way.

The MRA Culture

MRA blends classrooms starting in first grade. As students stay with a teacher for two years, teachers know each student well and can accomplish more individualized and differentiated instruction. These blended classes provide a very rich social and intellectual environment for studying science, social science and literacy; the mix of ages and maturity provide incentives for an individual student to develop his or her intellect, character and creativity.

At MRA we believe that student behavior is a direct reflection of us as teachers and the environment and culture that we establish. In order to create the MRA culture, we also believe that students and adults require explicit instruction and practice of what we call social imagination and the fostering of an open mindset. Our goals:

1. Take care of and be kind to each other, students and adults alike. This includes awareness of tone of voice, body language, and choice words.
2. Take care of our spaces. We have designated areas for walking and for running at MRA, as well as for quiet and loud voices. Everyone works together to keep the facilities and grounds clean, picking up trash and tending to the grounds as needed.
3. Take care of our materials. We take care to put materials back in their proper places. Instruments, equipment, books, furniture, etc. are used with regard for their intent and treated purposefully.
4. Use of process-oriented language that promotes achievement and success rather than person-oriented language which can inhibit learning.

In order to achieve the above goals we start each year with careful and deliberate teaching and practice of social imagination and the culture of MRA. Social imagination is about empathy – it's about developing a deep understanding of how your behavior affects another individual, a group, etc.; and how that behavior affects you. It includes body language, facial expressions, tone of language, and word choice.

Social imagination is a part of our emotional intelligence, having a huge impact on academic learning and social relationships. Teaching children social imagination helps with classroom management, increases successful collaboration among students, lessens behavior problems, and teaches children to problem solve on their own and as a group.

The school promotes and values a variety of school wide events that incorporate all of the classrooms, support our mission, and fall under the school wide theme of each year. Events may include our annual Roots of Responsibility Day, 5K Running Events, Track Club, The MRA Showcase and the Winter Program. Families are encouraged to be involved in all school and classroom events and all do participate at various levels, further enhancing the MRA learning culture.

