

HILLSBORO SCHOOL DISTRICT 1J BOARD OF DIRECTORS
Administration Center, 3083 NE 49th Place, Hillsboro, OR 97124

Board Meeting Agenda
Tuesday, February 11, 2025
5:15 PM

Please note that the estimated times for specific items on Board meeting agendas are subject to change; if audience members wish to be present for specific agenda items, they are encouraged to arrive at least 15 minutes prior to the estimated time. A livestream link can be found at the top of the hsd website: <https://www.hsd.k12.or.us/> on the morning of the meeting.

1. **5:15 PM - Executive Session**
 - A. Call to Order Executive Session
Presenter: Ivette Pantoja
Time: 5:15 PM
 - B. ORS 192.660(2)(i) - Evaluation of the Superintendent
Presenters: Kristen Miles / Ivette Pantoja
Time: 5:15 PM, 30 minutes
 - C. ORS 192.660(2)(d) - Labor Negotiator Consultation
Presenter: Martha Rodriguez Siordia
Time: 5:45 PM, 15 minutes
 - D. Recess Executive Session
Presenter: Ivette Pantoja
Time: 6:00 PM
2. **6:00 PM - Work Session**
 - A. Call to Order
Presenter: Ivette Pantoja
Time: 6:00 PM
 - B. Black Village Family Advisory Committee Dinner, Report and Discussion 3
Presenter: Francesca Sinapi
Time: 6:00 PM, 45 minutes
 - C. Review and Discuss City View Charter School Agreement Draft 4
Presenters: Brooke Nova / Scott Harrison
Time: 6:45 PM, 15 minutes
 - D. Graduation Rates Update 52
Presenters: Audrea Neville / David Nieslanik
Time: 7:00 PM, 20 minutes
 - E. OSBA Board of Directors Update 53
Presenter: Nancy Thomas
Time: 7:20 PM, 10 minutes
 - F. Discussion Time
Presenter: Ivette Pantoja
Time: 7:30 PM, 10 minutes
-Student Representatives
-Superintendent
-Board Members
 - G. Adjourn Board Meeting
Presenter: Ivette Pantoja
Time: 7:45 PM
 - H. Next Meetings of the Board of Directors

- February 25, 2025, Board Work / Regular Session
- March 11, 2025, Board Work / Regular Session

The Board meeting packet may be found on the District website: <https://www.hsd.k12.or.us/board>.

This meeting will be held in English along with Spanish interpretation. If you need interpretation services in another language, please contact our Language Liaisons Department by email at langueliaisons@hsd.k12.or.us or by calling 503-844-1429, at least 48 hours before the meeting.

HILLSBORO SCHOOL DISTRICT 1J
February 11, 2025
BLACK VILLAGE FAMILY ADVISORY COMMITTEE DINNER, REPORT AND
DISCUSSION

SITUATION

In accordance with our HSD policy on [Educational Equity](#), we engage with families to get input on district programs and policies in order to better serve our students. We have many strategies for engaging families at the school and district levels. One formal structure of gathering input directly from families of students who identify as Black, Indigenous, Latino, and People of Color (BIPOC) is Parent Advisory Committees, or PACs.

Tonight, the Board will hear an update from our Black Village Family Advisory Committee. This group has formed to advise the Board and HSD staff regarding policy and programs to better serve students who identify as Black, African American, African, partially identifying black, and for students that are bi- or multi- racial. Leaders from the group will share updates on their PAC and District collaboration.

RECOMMENDATION

The Superintendent recommends that the Board listen to the report and ask any questions they might have.

HILLSBORO SCHOOL DISTRICT 1J
February 11, 2025
REVIEW AND DISCUSS CITY VIEW CHARTER SCHOOL AGREEMENT DRAFT

SITUATION

On December 2, 2024, the City View Charter School Board of Directors submitted a letter to the District, requesting a renewal of its existing charter. The Board received a City View Charter School presentation and discussed the renewal request during the January 28, 2025, Work session, and conducted the public hearing during the Regular session. Following the hearing, the District has 30 days to approve the charter renewal or state in writing the reasons for denying the renewal request, this will take place at the February 25, 2025, Regular session. If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days, unless the Board and the public charter school agree to an extension of the time period.

Tonight, to prepare for step 3 (bolded below), the Board will review and discuss the draft Charter School Agreement (attached), as well as information that was shared by City View Charter staff and families at the January 28th Board session.

Policy LBE-AR: *The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:*

Steps:

- 1) The public charter school board shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter agreement; Completed on 1/28/25.
- 2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request; Completed on 1/28/25.
- 3) **Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal: Next on 2/25/25.**
- 4) If the Board approves the charter renewal, the District and the public charter school shall negotiate a new charter agreement within 90 days unless the District and the public charter school agrees to an extension of the time period. Notwithstanding the time period specified in the charter agreement, an expiring charter agreement shall remain in effect until a new charter agreement is negotiated.

RECOMMENDATION

The Superintendent recommends the Board of Directors review the draft contract, share feedback and ask any questions they may have.

CHARTER SCHOOL AGREEMENT

DATED: February 25, 2025

PARTIES: BOARD OF EDUCATION OF
HILLSBORO SCHOOL DISTRICT ("District")

AND: CITY VIEW CHARTER SCHOOL
An Oregon nonprofit corporation ("Corporation")

RECITALS

- A. In 1999, the Oregon Legislature enacted Senate Bill 100 ("SB 100") [1999 Oregon Laws, Chapter 200], most of which is codified in ORS Chapter 338, for certain purposes relating to charter schools as enumerated in that act.
- B. On December 2, 2024, a request for renewal of Charter School status was submitted by Nicole Kopacz, City View Charter School Executive Director, to the District for continuation of City View Charter School ("Charter School") as a Charter School to operate within the District.
- C. The District Board held a public hearing on the provisions of the request and evaluated the criteria set forth in ORS 338.055, and the District has approved the request as amended by this Agreement, complies with the purposes and requirements of ORS Chapter 338.
- D. By resolution adopted February 25, 2025, the District Board conditionally approved the request and agreed to continue its role as the sponsor of the Charter School contingent upon the negotiation and execution of a contract acceptable to Charter School and the District.
- E. The Board of Directors directed staff to execute a contract on February 25, 2025.
- F. This Agreement, including the Exhibit A, will constitute the Agreement between the parties regarding the governance and operation of the Charter School and the legal authorization for the establishment of the Charter School under ORS 338.065.
- G. The parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

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

1. Grant and Renewal of Charter.

The Hillsboro School District Board of Directors (referred to herein as either the "District" or the "District Board") has approved the Corporation's Charter School proposal of renewal ("Application") and is the sponsor of the City View Charter School ("Charter School") that is to be operated by the Corporation in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein.

2. Effective Date; Term; Renewal.

2.1 Effective Date. When this Agreement has been duly executed by both the District Board and the Corporation's Board of Directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment and renewal of the City View Charter School as a public Charter School, as provided in ORS 338.065.

2.2 Renewal Term. The Corporation shall be permitted to operate the Charter School for five (5) school years, subject to the other terms of this Agreement, and thus the term of this Agreement shall expire on June 30 following the end of the fifth such school year. The first school year shall begin in September 2025, and thus the five-year term shall expire June 30, 2030.

2.3 Renewal and Extension.

2.3.1 The charter term may be extended or renewed upon the authorization of the District Board pursuant to ORS 338.065(2). The parties intend that the District Board will agree to a renewal or extension unless at the time the Charter School makes its request, there are grounds for termination under Section 19.

2.3.2 The Charter School requested to renew the term for up to five (5) years. The renewal was authorized; the Charter School may likewise request additional extensions of five (5) years during the next-to-final year or the final year of such extended or renewed term in accordance with ORS 338.065(4)(c).

2.3.3 If the Charter School desires to extend or renew the term, it shall submit a written request to the District Board no earlier than October 1 and no later than December 1 of the school year specified in Section 2.3.2., of 2029. The request shall state the requested length of the extension or renewal term. Within twenty-one (21) business days (defined in Section 20.13) after the request has been received, the District Board shall request from the Charter School any information that the District Board reasonably needs in order to make a decision on the request, which information the Charter School shall provide to the District Board within twenty-one (21) business days after receiving such request. Within 45 days after receiving the written request from the Charter School, the District Board shall hold a public hearing regarding the request to renew or extend the term. Within seventy (70) days after the Charter School's

request for extension or renewal, the District Board shall decide whether to grant the request, specifying the length of such extension or renewal term.

2.3.4 If the District Board denies the request for renewal, the denial shall be in writing and state the reasons for the denial. The Charter School may submit a revised request for a renewal by addressing these reasons. If the District Board denies the revised request for a renewal, the Charter School may appeal such denial to the State Board of Education.

2.3.5 If the District Board approves the request for renewal, the District Board and Corporation shall negotiate a revised or new charter within 90 days after the date of the approval unless the parties agree to an extension of this time period.

3. Application is Incorporated; Conflict between Application and Agreement.

The District accepts the Application for renewal of the Charter School, including all the terms and provisions therein, except as modified by this Agreement, and the Application is incorporated into this Agreement. However, in the case of any conflict between any term of the Application and any term of this Agreement, this Agreement shall govern. Furthermore, a failure by the Charter School of the Corporation to perform or fulfill any term of provision of the Application shall not be a breach of this Agreement, unless such failure is specifically described as a breach in this Agreement.

4. Relationship Between Corporation and Charter School.

The Corporation is the legal entity that has formed and is responsible for the operation of the Charter School and its compliance with the terms and provisions of this agreement. The terms Corporation and Charter School are used interchangeably throughout this Agreement, but in doing so, no distinction is intended and it is the continuing responsibility of the Corporation to ensure that the Charter School fulfills all its obligations under this Agreement, and it is the Corporation that shall be held responsible for any failure of the Charter School to fulfill those obligations.

5. Grade Range of Charter School; Minimum Number of Students.

5.1 Number of Grades and Classrooms. The Charter School may provide instruction to students in kindergarten through Grade Eight during the term of this Agreement. The parties acknowledge that such plans for instruction may change at the discretion of the Corporation, and it is within the sole discretion of the Corporation to determine in which years additional classrooms shall be added to the operation, the Corporation shall give notice by May 1 of the year preceding the change to the District Board of the number of classrooms that will be included for the school year beginning the following September. The maximum number of students in each classroom is expected to be about twenty-four (24), but to assist the District in budgeting, the total enrollment shall not exceed the maximum enrollment of 460.

5.2 Minimum Number of Students in School. As provided in ORS 338.115(5), the Charter School shall maintain an active enrollment of at least twenty-five (25) students.

6. Enrollment and Admissions.

6.1 Voluntary Enrollment; Who is Eligible. Student enrollment in the Charter School shall be voluntary. All students who reside within the District and meet grade level requirements are eligible for enrollment. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 7.

6.2 Phased Enrollments; Deadlines. The Charter School may, at its discretion, elect to conduct a series of open enrollments for each school year, provided the process conforms to this Agreement. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School.

6.3 Application Process: First Phase of Enrollment Process. Beginning January 1 of each year or a date set thereafter by the Charter School, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed for each grade under Section 5.1 , then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the maximum number of students for a grade is 25, and if 20 applications are received, then all 20 applications will be accepted. The remaining five "available spaces" will be filled in the second or third phases.

If the number of applications received for any grade is greater than the maximum number of students allowed for that grade, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the maximum number of students for a grade is 25, and if 40 applications are received, then 25 applications will be accepted through the lottery process, and a waiting list of 15 can be determined [with order of priority on the waiting list also determined through the lottery process].

6.4 Second and Subsequent Enrollments. If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School will set an additional second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the "available spaces," if any, for each grade. However, the Charter School may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remains "available spaces" in any grade, or the Charter School desires to create or expand a waiting list for any grade, the Charter School will set additional application deadlines before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the "available spaces" for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

6.5 Use of Waiting List; Filling spaces if No Waiting List. If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade.

The parties acknowledge that after the final phase of enrollment has been completed and during the school year, a situation could arise where an opening is created [for example, if a student leaves the School], but at that time there might not be a waiting list, or all students on the waiting list might have already enrolled. In that situation, the Charter School may enroll the first student who applies for that available space, so that there is no delay or unnecessary expense incurred in an additional marketing effort and open enrollment process.

6.6 Preferences After First Year. As provided in ORS 338.125 (2), the Charter School may give admissions preference to (1) students who were enrolled in the Charter School in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year.

6.7 Nondiscrimination. As provided in ORS 338.125(2)(c), the Charter School may not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability but may limit admission to students within a given age group or grade level due to capacity.

6.8 Nonresident Students; Limitations. As provided in ORS 338.125(2), if space is available the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any "available spaces" (including spaces on waiting lists). The parties recognize that acceptance of a nonresident application at the first or second phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at a later phase must be given priority and thus could "bump" the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted the nonresident will not be "bumped" by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law.

6.8.1 Within 10 days of a non-resident student's enrollment in Charter School, the Charter School shall provide written notice of the student's enrollment to the District.

6.8.2 Within 10 days of receiving the notice, the District shall provide the non-resident student's parent, legal guardian or person in parental relationship written information about:

- i. The District's responsibility to identify, locate and evaluate students enrolled in the Charter School to determine which students may be in need of special education and related services as provided by ORS 338.165; and
- ii. the methods by which the District may be contacted to answer questions or provide information related to special education and related services.

6.8.3 When a nonresident student withdraws from a Charter School, the District shall:

- i. Provide to the school district in which the student resides written notice that the student has withdrawn.
- ii. Provide to the student's parent, legal guardian or person in parental relationship written information about:
 - a. The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and
 - b. The methods by which the school district in which the student resides may be contacted to answer questions or provide information related to special education and related services.

7. Special Education Students.

7.1 Special Education Students: IDEA. In this Agreement, the term "special education students" means children with disabilities to whom the Individuals with Disabilities Act ("IDEA") applies.

7.2 Application and Enrollment.

7.2.1 After enrollment the Charter School will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any student with an IEP, the Charter School will notify the IEP team leader as soon as possible, and a representative from the Charter School will attend the IEP team meeting at which time the team will determine whether or not the Charter School is the appropriate placement.

7.2.2 The Charter School will admit students without regard to their status as special education students. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

7.2.3 For a nonresident charter student eligible under IDEA, pursuant to ORS Chapter 338, the District shall be considered the resident district for all legal, financial and other purposes, unless and until the nonresident student's IEP team determines that the IEP cannot be implemented at the charter school and selects another placement. If the student is a nonresident of the District and the IEP team determines that the student cannot be placed at the charter, the student will return to his/her home district and the District will have no further obligation to serve the student pursuant to the IDEA.

7.3 Child Find: Accepted Students Later Determined to be Special Education Students.

Although Oregon's Charter School Law leaves the "Child Find" responsibility with the child's resident school district, under IDEA the Charter School 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 the Charter School.

The Charter School will ensure that all of its teaching staff have been trained in the Child Find process on an annual basis. The Charter School will notify the District if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for evaluation shall remain enrolled at the Charter School until an Individualized Education Program team determines that the Charter School is not the appropriate placement for that student. Additionally, the Charter School will implement a referral system that has been reviewed and approved by the District's Special Education Director and ensure this referral system will be implemented with fidelity and will be used as the basis for referrals for Special Education evaluation.

7.4 Administering the IEP's.

7.4.1 The Charter School will work closely with the District to ensure that the special education services are provided. The parties recognize there will likely be several methods or "delivery mechanisms" for providing these services, and because there is no way to know in advance the specific needs of all special education students who will enroll at the Charter School, there is no way to specify in this Agreement anything more than a general framework or set of principles for seeing to it that the IEP's are administered.

7.4.2 The parties agree to the general framework and set of principles as follows, with the specifics to be arranged by mutual Agreement after the enrollment of each special education student, when the IEP team, the Charter School, and the District can assess the specific needs of each special education student and how best to meet their needs as outlined in their IEP's:

- (a) The Charter School will have a staff member on the IEP team of each enrolled special education student.
- (b) The Charter School will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. The Charter School will abide by the IEP team's decision on program and placement.
- (c) For those services that the IEP team, the District, and the Charter School mutually agreed that it would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with the District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery.
- (d) The Charter School will see to it that its staff has received special training and certification when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team, and the Charter School.

- (e) The Charter School staff will be responsible for implementing the supplementary aids and services that are to be provided to each student on IEP in the regular education classroom. District staff will provide assistance in this regard as necessary, however only Charter School staff will be responsible for implementing the supplementary aids and services.
- (f) A District Student Services administrator may request to meet regularly with the principal of Charter School monthly to discuss the progress of the special education program at Charter School and address any issues of concern.

7.5 Funding for Special Education Students. ORS 338.165 governs funding relating to special education students.

8. Americans with Disabilities Act and Section 504 Obligations.

The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. The Charter School agrees to indemnify and hold harmless the District from all claims under these statutes. The Charter School will be responsible for the identification, evaluation, drafting of 504 plans, and implementation of 504 plans for all Charter School students eligible under Section 504. The Charter School may contract with the District for services to meet Charter School's legal obligation under these statutes.

9. School Year: School Day: Hours of Operation.

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar shall generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year shall comply with requirements of state law.

10. Records.

The Charter School shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Each year or from time to time thereafter as state requirements change, the District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the District.

11. Program and Curriculum, Goals, and Evaluation.

11.1 Acceptance by District of Program and Curriculum.

- 11.1.1 The District accepts the curriculum and program design of the Charter School as set forth in the Application and agrees to waive any District program and curricular

requirements that are not incorporated into such curriculum design. The District's intent is to allow the Charter School, within the requirements of state law, to promote and implement new innovative and flexible programs, curricula, learning environments, and learning methods.

11.1.2 The parties agree that the Application sets forth the overall goals, standards, and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific programs, policies, procedures or other specific terms of operation that supplement or otherwise differ from those in the Application, the Charter School shall be permitted to implement such programs, policies, procedures and specific terms of operation, provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement and ORS Chapter 338.

11.2 Responsibilities of Charter School. The Charter School is responsible for doing the following in compliance with state law:

11.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.

11.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

11.2.3 Providing required services, if any, to students who are English language learners (ESL students) under ORS 336.079 and other provisions of the law.

11.2.4 Providing required services, if any, to academically low achieving students.

11.2.5 Implementing the state-required assessments as provided in ORS 338.115(1)(L).

11.2.6 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

11.3 Participating in District Extracurricular Activities.

11.3.1 Charter School students are eligible to participate in extracurricular activities at their neighborhood schools (that is, the District school the student would otherwise attend if not attending the Charter School) at no charge to the Charter School. Students of the Charter School that participates in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility, and conduct that other District students must meet. Nonresident Charter School students must comply with applicable OSAA rules before being eligible to participate in extracurricular activities in another District school.

11.3.2 The District shall not be required to provide transportation for a Charter School student to and/or from an extracurricular activity (such as daily or regular practices of a sports team or music team) that is taking place at a District school (for example, transportation from the student's home or from the Charter School to the District

school where the activity is taking place, and then the return trip). However, in situations where the District provides transportation services for a team or group (for example, bus transportation of a sports team from a District school to a game that is taking place in another district, or transportation of a music group from one District school to another location), the Charter School student will receive the same transportation services as other District students, and thus will be treated like any other member of the sports team, music group, and so forth. To illustrate, if the District is taking a sports team by bus from the District high school to an away game, the Charter School student who is a member of the team would be responsible for transportation from either home or the Charter School to the District high school where the team will board the bus and then back home after the game; but the student will ride the bus with the rest of the team from the high school to the away game and then back to the District high school. The District is not required to alter or add any additional buses or bus routes to accommodate a Charter School student.

- 11.4 Goals and Evaluation.** Although the Charter School has many goals, many of which are set forth in the Application, only the specific goals relating to student performance that are set forth in Exhibit A are to be considered in evaluating whether the Charter School has failed to meet the requirements for student performance (and thus could be a basis for termination of the Agreement) under ORS 338.105(1)(b).
- 11.5 Annual Report.** The Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(1) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 11.4.
- 11.6 Monthly Financial Report.** The Charter School will prepare a monthly financial report and submit to the District quarterly as provided in Section 13.6. The information will include the necessary information to make a determination of compliance with the requirements of ORS Chapter 338 which includes accurate and timely state and federal reporting.

12. School Facility and Transportation.

- 12.1 Approvals and Permits: Payment of Expenses.** The Charter School is responsible for obtaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. The Charter School has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement.
- 12.2 Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School, to the extent seats are available for such students; this does not obligate the District to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The District will give the Charter School a two-week notice if a bus on a particular route has consistently become too full to transport

Charter School students so that parents have time to make other arrangements. The parties recognize that it is unlikely that many of the Charter School students will be able to use existing District bus routes for transportation to and from the Charter School; it is the responsibility of the parents and guardians of the students to arrange for transportation of the students to and from school.

13. Financial Matters; Funding; Annual Budgets; Annual Audit.

13.1 No Tuition; Fees. The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1)(o) the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, student activities, and fieldwork. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

13.2 Annual Funding.

13.2.1 Keeping Count. The Charter School shall identify and count, and keep accurate records of its number of enrolled students, 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.

13.2.2 Calculating ADMw and Funding.

- (a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to time. Until the law is changed, Charter Schools Rate [as defined in Section 13.2.2(g)]; multiplied by (ii) the Charter School ADMw; multiplied by (iii) 85 percent.
- (b) The District shall determine Charter School ADMw based on the Charter School's entry of enrollment data in the District's student attendance software program [projected ADMw will be used for the first report specified below].
- (c) The calculation of the additional amounts under ORS 327.013(1)(c) shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second language program under ORS 336.079.
- (d) In addition, to take into account the "poverty factor" under ORS 327.013(1)(c)(A)(v)(1) the parties will use the same percentage used in calculating the District' adjusted poverty factor, as that percentage may be changed from time to time. To illustrate, suppose the poverty factor used for the district is 16 percent of ADM; assume the ADM for the Charter School is 100 students; then 100 would be multiplied by 16 percent; and this would be

multiplied by 0.25; thus, a total of 4.0 would be added to the Charter School's ADM in calculating ADMw.

- (e) In Section 13.2.2 a), the term Charter Schools Rate is identified on the District Estimate of State School Fund (using the formula identified in ORS 338.155); this calculation does not include any consideration of the state transportation grant which is not applicable. To help clarify and to illustrate, the Charter School Rate was estimated as of May 15, 2024, by the State of Oregon Department of Education ("ODE") for the District for the 2024-25 school year to be \$10,576 and is referred to in the ODE report as Charter School Rate.
- (f) This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of Oregon public charter Schools.

13.2.3 Dates of Payments by District to Charter School.

(a) Pursuant to ORS 338.155(8), the District shall send payment to the Charter School in the percentages set out below within ten (10) days after receiving payments from the State School Fund pursuant to ORS 327.095, which payments from the state are due on the following dates.

- July 15 — 16.66 percent
- August 15 — 8.33 percent
- September 15 — 8.33 percent
- October 15 — 8.33 percent
- November 15 — 8.33 percent
- December 15 — 8.33 percent
- January 15 — 8.33 percent
- February 15 — 8.33 percent
- March 15 — 8.33 percent
- April 15 — 8.33 percent
- May 15 — 8.33 percent
- June 15 — balance

(b) There will be an adjustment with the final [June] payment, as provided in state law, to reflect changes in calculation of ADMw, changes, if any, in the General-Purpose Grant amount, and changes, if any, with respect to funding during prior school years.

(c) The parties recognize that there may be fluctuations from month to month in the total sum on which these percentage amounts are calculated due to fluctuations in the Charter School 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 the Charter School may change from month to month. There will be an adjustment with the final 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.

13.2.4 End of State Funding. The financial commitment on the part of the District contained in this Agreement is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur.

13.2.5 Legislative Change to Charter School Funding. The District and the Charter School have negotiated this current Agreement of 85% of ADMw payment to Charter Schools for K-8 students. If there is a legislative change to the funding for charter schools, the parties agree to review and amend it to meet the requirements of the law.

13.3 Annual Budgets. On or before June 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

13.4 Fiscal Agent. The Charter School shall act as its own fiscal agent.

13.5 Fiscal Year. The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

13.6 Financial Records, Audits, and Accounting Reports. The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School will give the District quarterly reports of income and expenses, with each quarterly report to be provided by a date to be agreed on by the parties. The Charter School shall have audits performed in compliance with any applicable laws, as such laws may be changed from time to time. At the present time, ORS 338.095(3) requires that the Charter School to have an annual audit of the accounts of the Charter School prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the District, the State Board of Education, and the Department of Education. In addition, per ORS 338.095(4) other documents are required to be sent which are as follows: (a) A copy of the annual audit; (b) Any statements from the public charter school that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school; and (c) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.

13.7 Financial Management. The Charter School shall operate in accordance with Generally Accepted Accounting Practices (GAAP) or other generally accepted standards of fiscal management, provided that the Charter School's accounting method shall comply in all instances with applicable governmental accounting requirements. Subject to this Agreement, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School.

13.8 Other Sources of Funds for Charter School: Fund-raising. In addition to the funding under Section 13.2, the Charter School may accept gifts, donations, grants, and loans, including those described in ORS 338.155(9) and ORS 338.115(10). The District shall also transfer to the Charter School its proportionate share of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District's (including the Charter School's) ADMw, ADMr, enrollment, or other count or calculation of number of students (examples would include lottery funds and school improvement fund grants). The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 13.6. As provided in ORS 338.125(11), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School or requisite for credit bearing activities.

14. Governance and Operation.

14.1 Corporate Status: Governing Board.

14.1.1 The Corporation is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. The Corporation shall govern and operate the Charter School as set forth in this Agreement, and the governing board of the Charter School will be the Board of Directors of the Corporation.

14.1.2 At the request of the District, the Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will notify the Corporation. If the Corporation agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 20.8.

14.1.3 The Corporation's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of the Charter School, the assets of the Charter School that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

14.2 Exempt Status under Section 501(c)(3) of Internal Revenue Code. As provided in ORS 338.035(2)(c), the Corporation has applied for and received its qualification as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code. The Corporation shall have given the District a copy of the determination letter.

14.3 Non-Religious; Nonsectarian Status. As provided in ORS 338.035(8), the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. The parties agree that leasing a facility from any nonpublic sectarian school or religious institution is not an affiliation with a nonpublic sectarian school or religious institution.

14.4 Public Meetings. The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

14.5 Operational Powers. Subject to applicable federal and state laws and any restrictions in this Agreement, the Corporation and the Charter School shall have authority to exercise independently all powers granted to nonprofit corporations and Charter Schools under Oregon law.

15. Employment Matters.

15.1 Corporation is Employer. All provisions of this Section 15 are subject to state and federal laws and applicable collective bargaining Agreements, if any. The District shall not be the employer of any employees of the Corporation or the Charter School. The Corporation may choose to enter into contracts to provide services to the School or to fulfill responsibilities of the Charter School under this Agreement, in which case the people actually providing the services or fulfilling the responsibilities will be employees of such contractor; otherwise, the Corporation will be the employer of the staff at Charter School. The Corporation shall control the selection of employees.

15.2 Staff Hiring; Compensation; Benefits; PERS.

15.2.1 The Corporation governing board, at its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers requiring substitutes.

15.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of Teacher Standards and Practices Commission (TSPC) licensure or TSPC registration, if any, or other qualification within sixty (60) days after the individual's initial date of hire.

15.2.3 For any employee of the District who chooses to work for the Charter School, any leave of absence from the District shall be governed by ORS 338.135.

15.2.4 Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

15.2.5 Pursuant to ORS 338.135(5), the Charter School shall participate in the Public Employees Retirement System (PERS) for its employees.

15.3 Employee Records. The Charter School shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention, and disclosure of employee records, all in compliance with all applicable federal and state laws. The Charter School shall meet any and all reporting obligations to the TSPC regarding its employees. The

Charter School shall comply with ORS 342.850(8) and adopt rules governing access to personnel files.

15.4 Criminal Records Checks. As provided in ORS 338.115(1)(h), ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to the Charter School. The Corporation shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15 of each school year that the Charter School is in operation under this Agreement, the Corporation 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.

16. Application of and Compliance with Laws.

16.1 Compliance with Laws; Non-Exemption from Certain Laws. The Corporation and the Charter School shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding Charter Schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts, or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

- (a) Federal law.
- (b) ORS 192.311 to 192.478 (Public Records Law).
- (c) ORS 192.610 to 192.705 (Public Meetings Law).
- (d) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
- (e) ORS 181A.195, 326.603, 326.607, and 342.223 (Criminal Records Checks).
- (f) ORS 337.150 (Textbooks).
- (g) ORS 339.141, 339.147, and 339.155 (Tuition and Fees).
- (h) ORS 332.505 (2), ORS 659.850 and 659.855 and 659.860 (Discrimination).
- (i) ORS 30.260 to 30.300 (Tort Claims).
- (j) Health and safety statutes and rules.
- (k) The statewide assessment system developed by the Department of Education under ORS 329.485(2).
- (l) ORS 329.045 (Academic Content Areas).
- (m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (n) ORS Chapter 338.

- (m) ORS 339.250(9) (prohibition of infliction of corporal punishment).
- (o) ORS 339.370 to 339.400 (reporting of child abuse and sexual conduct and training on prevention and identification of child abuse and sexual conduct).
- (p) ORS 342.856 (core teaching standards)
- (q) ORS Chapter 657 (Employment Department Law).
- (r) ORS 339.326 (Notice of Juvenile Court Petitions).
- (s) ORS chapters 279A, 279B and 279C (Public Contracting Code).
- (t) ORS 326.565, 326.575 and 326.580 (student records).
- (u) ORS 329.496 (physical education).
- (v) ORS 339.119 (consideration for educational services).
- (w) ORS 336.840 (use of personal electronic devices)
- (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 listed in this Charter Agreement.

16.2 Waiver. As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver prior to submitting the application to the State Board of Education and shall give the District a copy of any grant of a waiver promptly after receiving it.

16.3 Amendment of Agreement to Conform to New and Amended Laws. The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to Charter Schools. To illustrate, under Section 13.6 of this Agreement, the Charter School is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to Charter Schools, the parties intend that thereafter they would be bound by the law as amended; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 13.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations, or statutes that may affect the terms of this Agreement, change restrictions or requirements on the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

16.4 School and District Policies. The Charter School shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School; the Charter School shall make such policies available for review at the District's request.

17. Insurance and Indemnification.

17.1 Insurance; Proof; Renewals. The Corporation shall, at its own expense, secure and retain and provide proof of insurance of the types and in amounts set forth in this Section 17. As provided in ORS 338.115(13), prior to beginning operation, the Corporation shall show proof of such insurance to the District; copies of certificates on insurance shall suffice as proof. If the Corporation fails to provide such a certificate within ten (10) days after demand by the District, the District may purchase the insurance required and bill the Corporation. The Corporation shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and the Corporation shall deliver to the District certificates of such renewal policies before the expiration of any existing policy.

17.2 Property Insurance. The parties anticipate that the Corporation will enter into a lease or other Agreement relating to the Charter School facility. The Corporation shall ensure that such lease or other Agreement provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by the Corporation]; and (b) such policy is a replacement cost policy.

17.3 Commercial General Liability Insurance.

17.3.1 The Corporation shall maintain a commercial general liability insurance policy (occurrence form) with respect to the Charter School facility and the operation of the Charter School, in accordance with this Agreement. The Corporation shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

17.3.2 Subject to the following sentence, the limit of the Corporation policy shall be a minimum of \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$5,000.

17.3.3 Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 17.9 of this Agreement.

17.4 Liability Insurance for Directors and Officers. The Corporation shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 each policy year, covering the Charter School, the Corporation, the governing Board of the Charter School, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

- 17.5 Business Auto Liability Insurance.** The Corporation shall procure and maintain business auto liability insurance with coverage for all owned, non-owned, and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.
- 17.6 Workers' Compensation Insurance.** The Corporation shall procure and maintain workers' compensation insurance pursuant to ORS Chapter 656 on all Charter School employees.
- 17.7 Honesty Bond.** The Corporation shall procure and maintain an honesty bond or proof of crime coverage to cover all employees and volunteers of the Charter School. Limits are to be determined by the Charter School governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.
- 17.8 Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the state of Oregon; and (iv) shall contain a provision that they cannot be cancelled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.
- 17.9 Indemnification.**

17.9.1 Charter School Indemnifies District. To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of Charter School (including afterschool use of buildings by outside groups), its faculty, students, patrons, employees, guest, or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of Charter School's operations. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District's prior written approval. 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, employee or agent. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School that is later determined to be required by law or this Agreement. 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.

17.9.2 District Indemnifies Charter School. 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 the Corporation and the Charter School, its Board, agents, and employees harmless from all liability, claims, and demands on account of injury, loss or damage, including without limitations, claims arising from (1) civil rights violation, IDEA violations, bodily injury, personal injury, sickness, disease, death, property loss

or damage, or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School 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 Charter School whose negligent or wrongful act or omission is caused or directed by the Corporation or the Charter School. 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 Agreement. 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.

17.9.3 **Survival of Indemnification.** This indemnification, defense, and hold harmless obligation on behalf of the Corporation and the District shall survive the termination of the Agreement. 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.

18. Relationship between District and Charter School.

18.1 **Full Faith and Credit.** The Corporation agrees that it will not extend the faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Corporation or the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

18.2 **District Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that the Corporation is not operating as the agent, or under the direction and control, of the District Board except as required by law or this Agreement, and that the District Board assumes no liability for any loss or injury resulting from:

18.2.1 The acts or omissions of the Corporation (or the Charter School), its directors, trustees, agents, or employees; except when such acts or omissions are caused or directed by the District or its employees or agents;

18.2.2 The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

18.2.3 Any debt or contractual obligation incurred by the Corporation (or Charter School).

19. Termination.

19.1 **Grounds for Termination.** As provided in ORS 338.105(1), the grounds for termination of the Agreement by the District are as follows:

- (a) Failure to meet the terms of the Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system. The grounds for termination of the Agreement by the Corporation are a failure of the District to meet the terms of the Agreement or ORS Chapter 338. As provided by ORS 338.105(7) the Corporation may only terminate the Charter, dissolve or close the school at the end of a semester.

19.2 Notice of Breach: Opportunity to Cure: Dispute Resolution.

19.2.1 The parties recognize that the grounds for termination in Section 19.1 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 Agreement.

19.2.2 If the District believes that any breach of this Agreement by the Charter School has occurred, it will give the Charter School written notice setting forth the alleged breach.

19.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School 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 the District gives such notice.

19.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 20.8.

19.2.5 The provisions of 19.2.2-19.2.4 shall apply in the same manner to the District as to the Charter School if the Charter School believes that the District has breached this Agreement.

19.3 Notice of Intent to Terminate: Hearing: Appeal.

19.3.1 If the breach by the Charter School has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to

terminate this Agreement, in which case it will give the Charter School sixty (60) days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

19.3.2 The Charter School may appeal the District's decision to terminate this Agreement directly to the District Board. Charter School 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. Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

19.3.3 The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

19.4 Prompt Termination for Health and Safety Reasons.

19.4.1 As provided in ORS 338.105(4), notwithstanding Sections 19.1-19.3, the District may terminate this Agreement immediately and close the Charter School if the Charter School is endangering the health or safety of its students. The Charter School governing body may request a hearing from the District on the termination of this Agreement under this Subsection 19.4. The District shall hold a hearing within ten (10) days after receiving the request.

19.4.2 The Charter School governing body may appeal a decision of the District under this Subsection 19.4 to the State Board of Education. The State Board of Education shall hold a hearing within ten (10) days after receiving the appeal request.

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

19.5 Termination by Charter School; Dissolution.

19.5.1 As provided in ORS 338.105(7), the Charter School governing body may only terminate the Agreement or dissolve or close the Charter School at the end of a semester, unless the District agrees to another date. If the Charter School intends to terminate this Agreement or dissolve or close the Charter School, it shall give notice to the District at least one hundred and eighty (180) days prior to the proposed effective date of the termination, closure, or dissolution.

19.5.2 If the Charter School should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of the Corporation, it is agreed that the Charter School governing board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement.

19.6 Effects of Termination or Dissolution. Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 13. As provided in ORS 338.105(5), termination of this Agreement shall not abridge the Charter School's legal authority to operate as a private or non-chartered public school. Upon dissolution or termination, all permanent student education records shall be transferred to the District as required by ORS 338.105(6)(b).

19.7 Assets Currently Owned by Corporation; Property Inventory Control. The Corporation shall maintain records of purchase orders for all assets that cost \$1,000 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 19.8) or nonpublic funds. No later than October 15 of each year that the Charter School is in operation, the Corporation shall provide the District with a copy of this purchase order record for the preceding fiscal year.

19.8 Definition of Public Funds. For purposes of this Contract, public funds shall include any and all funds distributed to the Corporation;

18.8.1 By the District, pursuant to ORS 338.155 and ORS 338.165, and

18.8.2 By the Oregon Department of Education, including any and all federal grant funds that the Corporation may apply for and be awarded by the Oregon Department of Education, and

18.8.3 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.

19.9 Distribution of Assets upon Termination.

19.9.1 Section 19.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of the Corporation, or for any other reason that the Charter School ceases operations as a public Charter School under this Contract.

19.9.2 If any of the foregoing events in 19.9.1 occurs, all assets purchased with public funds and still owned by the Corporation shall be given to the State Board of Education in accordance with ORS 338.105(6). The Corporation will be entitled to retain ownership of any asset that the Corporation has acquired through the expenditure of non-public funds.

19.9.3 The parties acknowledge that assets costing less than \$1,000 may have little value at the time Section 19.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$1,000, purchased with public funds, and giving them back to the State Board of Education, but the District does not waive any rights that the State Board of Education may have to enforce ORS 338.105(6). If the Corporation 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).

20. Miscellaneous Provisions.

20.1 Entire Agreement. This Agreement, with, contains all terms, conditions, and provisions of the Agreement between the parties relating to creation and operation of the Charter School and contains the entire understanding and all representations of understandings and discussions of the parties relating thereto. All prior Agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and cancelled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written Agreement made concurrently herewith.

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

20.3 Amendment. This Agreement may be modified or amended only by written Agreement between the Corporation and the District Superintendent (or designee) or District Board.

20.4 Delegation by District. The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the District Board.

The parties agree and acknowledge that the functions and powers of the Charter School or Corporation may be exercised by the Executive Director of the Charter School or Corporation, or by the Executive Director's designee, provided that any ultimate decision regarding renewal, nonrenewal, or termination of this Agreement may be made only by the Board of Directors of the Corporation.

20.5 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 Agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

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

20.7 Notice. Any notice, statement, demand, request, consent, approval, or other communication (collectively referred to in this Section 20.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

(a) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);

- (b) By e-mail with receipt notification function and/or by reply.
- (c) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two [2] days after mailing); or
- (d) By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person and title of such person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing. The District's Chief Financial Officer, Assistant Superintendent and the Charter School Executive Director shall be included on all communication methods outlined above.

20.8 Dispute Resolution; Mandatory Mediation.

20.8.1 If any dispute arises between the District and the Charter School concerning this Agreement, including, without limitation, an allegation of any breach or default, any such dispute shall be subject to mandatory mediation. All such disputes shall be resolved and concluded only in accordance with this section as titled above. 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.

20.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

20.8.3 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 take further action only by requesting a hearing before and a decision by the District Board.

20.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred incident to the mediation process.

20.8.5 As to any dispute that is not being determined through mediation, the Charter School may request a hearing before a decision by the District Board.

20.8.6 The Charter School may appeal to the State Board of Education concerning the matters in dispute that are within its jurisdiction under ORS Chapter 338. The decision of the State Board of Education on any such dispute shall be final.

20.9 Attorney Fees. In the event that suit or action is commenced contrary to the provisions of Section 20.8 regarding dispute resolution to interpret or enforce the terms of this Agreement, to exercise any remedy on account of default, or otherwise relating to the provisions of this Agreement, the prevailing 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 trial and on any reviews or appeals. Such sums shall be determined within the discretion of the court.

- 20.10 Assignment; Successors and Assigns.** This Agreement may not be assigned by the Corporation under any circumstances, it being expressly understood that the charter granted by the Agreement runs solely and exclusively to the Corporation for operation of the Charter School. This does not limit the Corporation's or the Charter School's right to enter into contracts and Agreements to the full extent allowed to Charter Schools under Oregon law. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors, and assigns of the parties.
- 20.11 Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation 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.
- 20.12 Corporation Authority to Enter Into Agreement.** The Corporation expressly affirms that the signatories on its behalf who sign below have that authority to enter into this Agreement on behalf of the Corporation and that the Board of Directors of the Corporation has duly approved this Agreement. The Corporation shall provide to the District a copy of its written resolution authorizing the Corporation to enter into this Agreement.
- 20.13 Definition of Business Day.** For the purpose of this Agreement, "business day" means a day in which the District administrative offices are open. "Business day" does not include Saturday, Sunday, official state holidays listed in ORS 336.010, federal holidays, District-scheduled spring vacation, any day(s) in which the administrative office is closed due to inclement weather, or any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Hillsboro, any instrumentality of Washington County, the state of Oregon, or federal government.
- 20.14 Incorporation of Application and Exhibits.** Goals and Evaluation, referred to in Section 11.4 (Exhibit A) and the spending plan referred to in Section 13.3.2.2(c) will be added annually and is attached hereto and incorporated herein by this reference.

EXECUTED this ___ day of _____, 20__.

City View Charter School, an Oregon nonprofit corporation operating the City View Charter School

By: _____

Title: _____

Board of Education of Hillsboro School District 1J

By: _____

Title: _____

Address for Notice Purposes:

_____/Executive Director

1920 NE Stucki Ave.
Hillsboro, OR 97006
Telephone: 503-844-9429
Fax: 503-844-9425

Address for Notice Purposes:

Superintendent
Hillsboro School District
3800 N.E. 49th Place
Hillsboro, Oregon 97123
Telephone: 503-844-1500
Fax: 503-844-1540

EXHIBIT A
CHARTER SCHOOL AGREEMENT
GOALS AND EVALUATION GUIDELINES

City View Charter School will be accountable to its school vision and goals, student performance and all aspects of developing a school culture including continuous improvement regarding student progress and achievements, staff development, and parent and community involvement. The Charter School will maintain compliance with all federal and state laws under ORS 338 and will adhere to all regulations and requirements of the Hillsboro School District Board of Directors as specified within this contract and all attached exhibits.

1. **Curriculum Alignment.** The learning goals for City View Charter School students will be aligned to the Oregon Standards and clearly outlined in each student's Personal Education Plan. All additional assessments used by the Charter School to measure and monitor student progress, including required material for Student Portfolios, Passages, Summary Reports, and other developmental guidelines and checklists will be based on Oregon Standards.
2. **Statewide Assessments.** The City View Charter School will administer the Oregon statewide assessments to its students on the same schedule as the Hillsboro School District (HSD).
3. **Information from the District.** The District will provide the Charter School the same assessment result information as all other District schools with disaggregated data for comparison and goal-setting purposes.
4. **Student Participation.** City View Charter School will ensure that no less than 95 percent of the students in each grade participate in the statewide assessments.
5. **Student Performance**
 - 5.1 The Charter School will ensure that their performance is commensurate with the state average.
 - 5.2 The Charter School will ensure yearly growth for all students as measured by the Smarter Balanced Assessment.
 - 5.3 Each subgroup will make Adequate Yearly Progress, as established above, and measured by the Oregon Statewide Assessments.
 - 5.4 If either the overall performance or subgroup performance of the students assessed via the state assessment system is below the state average by more than 10 percentage points, the Charter School must, in consultation and collaboration with the District, develop a written Charter School Accountability Plan describing the actions that will be taken in order to successfully address the areas of concern.
 - 5.5 If the Charter School fails to follow any of the actions stated in the Charter School Accountability Plan as stated in 5.4 above the District shall issue a written notice to the Charter School that it must comply with the terms of the Charter School Accountability Plan immediately. If, after fifteen (15) business days, the Charter School is not in compliance with the Charter School Accountability Plan, The District will provide a written notice of breach

under Section 19.2, which if not cured would result in a notice of intent to terminate under Section 19.3

5.6 If overall Charter School student performance is not maintained within 90% of the State average for more than 3 consecutive years, The District will provide a written notice of breach under Section 19.2, which if not cured would result in a notice of intent to terminate under Section 19.3.

6. Attendance Rate

Average daily attendance for City View Charter School will meet or exceed the HSD average attendance for the previous school year for comparable grade level(S).

7. Addressing Deficiencies

Either the District or City View Charter School will identify student performance that has fallen below specified achievement goals. If that occurs, the Charter School will develop plans to address the identified deficiencies and will describe those plans, anticipated results of their implementation, and specific steps of correction in the Charter School Accountability Plan submitted annually to the District.

8. School Accountability Plan

The Charter School will submit an annual Charter School Accountability Plan to HSD by the date established for submission of all district schools' School Improvement Plans beginning in the second year of operation and each year thereafter. The Charter School Accountability Plan will address goals, strategies, and measurements of success regarding student achievement, the above-listed benchmarks, and may include components of the HSD School Improvement Plan format.

By June 30 of the second year and subsequent years of operation of City View Charter School, HSD will determine if the Charter School satisfactorily implemented a school improvement plan related to each benchmark.

9. Accountability to Parents and Community

City View Charter School will use multiple methods of reporting student achievement to parents and community. Methods include:

- Student and Parent Conferences
- Portfolio Panels
- Passage Panels
- Expedition Exhibitions — Open Houses
- Summary Reports
- Standardized Testing

FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT

between

City View Charter School

and

Hillsboro School District No. 1J

THIS FIRST AMENDMENT TO CHARTER AGREEMENT (the “**First Amendment**”) is made and entered into effective as of December 1, 2023, by and between City View Charter School (the “**The Charter School**”), and Hillsboro School District No. 1J (the “**District**”).

RECITALS

WHEREAS, the District and the Charter School have entered into a charter school contract dated May 26, 2015, for the period through June 30, 2025 (the “**Charter Agreement**”) pursuant to ORS Chapter 338; and

WHEREAS, Section 13.2.3 of the Charter Agreement provides that the District send payment to the Charter School in amounts due to the Charter School under the Charter Agreement including Section 13.2.2 of the Charter Agreement (the “**Charter School Distribution**”); and

WHEREAS, the Charter School desires to acquire, improve, renovate, and equip school facilities located outside the boundaries of the District in the adjacent Beaverton School District, as allowed by Oregon law, at 1920 NE Stucki Avenue, Hillsboro, Oregon 97006 (the “**Project**”); and

WHEREAS, the Project is expected to be financed with a loan to the Charter School (the “**Loan**”) from the proceeds of the Oregon Facilities Authority Charter School Revenue Bonds (City View Charter School) \$18,110,000 2023 Series A Bonds (Tax-Exempt) and \$1,465,000 2023 Series B Bonds (Federally Taxable) (together the “**Bonds**”) issued by the State of Oregon (the “**Issuer**”), under the provisions of Oregon Revised Statutes Chapter 289, which Loan will be evidenced by a loan agreement between the Issuer and the Charter School (the “**Loan Agreement**”). The Loan payments and other amounts required to be made by the Charter School under the Loan Agreement are referred to herein as the “**Loan Payments**;” and

WHEREAS, the Issuer has no obligation the pay the Bonds except out of the Loan Payments; and

WHEREAS, the Charter School has advised the District that the Bonds underwriter, Piper Sandler & Co., has requested, as a condition of financing the Project, that the Charter Agreement be amended to provide that the District deduct the amounts set forth in Schedule 1 of this First Amendment from the Charter School Distribution and pay the Bond trustee and paying agent (the “**Trustee**”), directly each month such amounts for the Loan Payments, and disburse the balance of the Charter School Distribution to the Charter School if any funds remain after payment to the Trustee; and

WHEREAS, the District is willing to provide a direct payment to the Trustee for the Loan Payments before distributing the balance of the Charter School Distribution to the Charter School to the extent the Charter Agreement, as amended by this First Amendment, remains in effect and provided that the District does not assume any liability with respect to the Charter School's obligation to repay the Loan; and

WHEREAS, the District parties desire to further amend the Charter Agreement to eliminate the 5% "spending plan" funds and increase the Charter School's funding from 80% to 85% of ADMw; and

WHEREAS, Section 20.3 of the Charter Agreement provides that the Charter Agreement may be modified or amended by written agreement between the Charter School and the District Superintendent (or designee) or District Board.

NOW, THEREFORE, the parties agree as follows:

1. Recital F. of the Charter Agreement is amended and restated as follows:

"F. This Agreement, including the Exhibits A ~~and B~~, will constitute the Agreement between the parties regarding the governance and operation of the Charter School and the legal authorization for the establishment of the Charter School under ORS 338.065."

2. Section 7.5 of the Charter Agreement is amended and restated as follows:

"7.5 Funding for Special Education Students. ORS 338.165 governs funding related to special education students. The parties understand that each special education student counts as 2.0 ADM [not counting other "additional amounts" for English as a Second Language or other items described in ORS 327.013(7)(a)]. Therefore, the ~~40~~42.5 percent of the General Purpose Grant that is payable to the Charter School under ORS 338.165(32)(a) for special education students ~~equates to 80%~~ shall be 85% percent of 1.0 times the General Purpose Grant."

3. Section 12.1 of the Charter Agreement is amended and restated as follows:

"12.1 Approvals and Permits; Payment of Expenses; Location. The Charter School is responsible for obtaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. The Charter School has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement. The Charter School may own and operate a school facility located outside the boundaries of the District in the adjacent Beaverton School District, as allowed by Oregon law."

4. Section 13.1 of the Charter Agreement is amended and restated as follows:

“13.1 No Tuition; Fees. The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1)(ep) the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, preschool programs, student activities, and fieldwork. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.”

5. Section 13.2.2(a) of the Charter Agreement is amended and restated as follows:

“(a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to time, in an amount equal to the. ~~Until the law is changed,~~ Charter Schools Rate [as defined in Section 13.2.2(g)]; multiplied by (ii) the Charter School ADMw; multiplied by (iii) ~~80~~85 percent.”

6. Section 13.2.2(c) of the Charter Agreement is amended and restated as follows:

~~“(c) Reserved. Representatives of the District and the Charter School will meet no later than May 1st of each year to determine the spending plan for such additional 5% described herein to be used to purchase services from the District and/or NWRESA for the following year. The 5% will be calculated based on the most recent available estimate of State School Funds and projected enrollment at the Charter School for the following fiscal year. Any adjustments to the calculation may be made in the same manner as adjustments to the Charter School funding under Section 13.2.3. The spending plan will be attached as an exhibit to this contract annually. Specific items within this spending plan can be added, deleted or changed during the fiscal year to ensure that the Charter School utilizes its full allocation for the year upon mutual written agreement of the parties.”~~

7. Section 13.2.3 of the Charter Agreement is amended and restated as follows:

“13.2.3 Dates of Payments by District to Charter School and Bond Trustee.

(a) Pursuant to ORS 338.155(8), the District shall distribute amounts due to the Charter School under the Charter Agreement, including under Section 13.2.2 of the Charter Agreement (the “Charter School Distribution”) ~~send payment to the Charter School in the percentages set out below~~ within ten (10) days after receiving payments from the State School Fund pursuant to ORS 327.095 as follows; ~~which payments from the state are due on the following dates.~~

- (1) First, to the Trustee, the lesser of (i) the entire Charter School Distribution, or (ii) an amount equal to the next monthly Loan Payment that is due under the Loan, as described in Schedule 1 which is attached to the First Amendment in accordance with payment instructions provided in writing to the District by the Trustee; and
- (2) Second, to the Charter School, the remainder of the Charter School Distribution, if any, after distribution of the amounts described in clause (1).

The parties agree that the foregoing instructions are irrevocable so long as the Bonds remain outstanding.

“Bonds” means the State of Oregon - Oregon Facilities Authority Charter School Revenue Bonds (City View Charter School) \$18,110,000 2023 Series A Bonds (Tax-Exempt) and \$1,465,000 2023 Series B Bonds (Federally Taxable) issued to finance the Project.

“Indenture” means the Indenture between the State Treasurer of the State of Oregon, acting on behalf of the State of Oregon and the Oregon Facilities Authority as Issuer and UMB Bank, N.A., as Trustee dated as of September 1, 2023.

“Loan” means the loan to the Charter School from the proceeds of the Bonds.

“Loan Payment” means Loan payments to be made by the Charter School under the Loan Agreement and described in Schedule attached to the First Amendment.

“Project” means the Charter School’s acquisition, improvement, renovation, and equipping of school facilities located outside the boundaries of the District in the adjacent Beaverton School District, as allowed by Oregon law, at 1920 NE Stucki Avenue, Hillsboro, Oregon 97006.

“Trustee” means the bond trustee and paying agent for the Bonds, including any successor trustee appointed under the Indenture.

If the District does not timely receive a distribution from the State School Fund or if the Charter School Distribution is insufficient to pay the Loan Payments, the District will not be liable for, or have any obligation to pay, the difference. The Charter School Distribution is subject to prior interception by the Oregon Department of Education pursuant to ORS 328.346(1)(c).

The annual State School Fund amounts of the Charter School Distribution are anticipated to be available as follows and further described in subsections (b) and (c) below.

- July 15 - 16.66 percent

- August 15 - 8.33 percent
- September 15- 8.33 percent
- October 15 - 8.33 percent
- November 15 - 8.33 percent
- December 15 - 8.33 percent
- January 15 - 8.33 percent
- February 15 - 8.33 percent
- March 15 - 8.33 percent
- April 15 - 8.33 percent
- May 15 - 8.33 percent
- June 15 – balance

(b) There will be an adjustment with the final [June] payment, as provided in state law, to reflect changes in calculation of ADMw, changes, if any, in the General Purpose Grant amount, and changes, if any, with respect to funding during prior school years.

(c) The parties recognize that there may be fluctuations from month to month in the total sum on which these percentage amounts are calculated due to fluctuations in the Charter School 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 the Charter School may change from month to month. There will be an adjustment with the final 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.”

(d) As long as the Bonds remain outstanding, any future Charter Agreement or any amendment thereto shall contain substantially the same provision as contained in Section 13.2.3(a)(1) and 13.2.3(d).

8. Section 13.2.5 of the Charter Agreement is amended and restated as follows:

“13.2.5 Legislative Change to Charter School Funding. The District and the Charter School have negotiated this current Agreement based on the provisions of ORS 338.155(2)(a) [~~80% of ADMw payment to Charter Schools for K-8 students~~]. If there is a legislative change to the funding for charter schools, the parties agree to review this Section 13.2 and amend it to conform. ~~The parties agree that Section 13.2.2(b) [5% spending plan] is calculated and agreed upon based on current law and will be eliminated if the ADMw payment to Charter Schools for K-8 students is increased to 85% or greater.~~”

9. Section 20.14 of the Charter Agreement is amended and restated as follows:

“20.14 Incorporation of Application and Exhibits. Goals and Evaluation, referred to in Section 11.4 (Exhibit A) ~~and the spending plan referred to in Section 13.3.2.2(c) will be added annually as (Exhibit B) are~~ is attached hereto and incorporated herein by this reference.”

10. Exhibit B of the Charter Agreement is rescinded.

11. By entering into this First Amendment, the District will not and does not assume any liability to the Issuer, the Trustee, the Charter School, the Bond underwriter, the Bond owners, or any other entity with respect to the Bonds or the Loan. The District expresses no opinion about any aspect of the Loan, including the Loan terms or the Charter School’s ability to repay the Loan.

12. This First Amendment is a modification to the Charter Agreement and is only intended to modify the Charter Agreement. All other provisions of the Charter Agreement not addressed in this First Amendment shall remain in effect and this First Amendment shall be integrated with the Charter Agreement. Nothing in this First Amendment shall obligate the District to renew the Charter Agreement after the expiration of its term, nor prevent or limit the District from exercising any rights or remedies available to it under the Charter Agreement.

13. This First Amendment shall be effective for so long as any portion of the Loan remains outstanding and shall automatically terminate on the date the Loan has been paid in full.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Charter Agreement as of the date first written above.

HILLSBORO SCHOOL DISTRICT

Michelle Morrison
By: _____
Michelle Morrison
District Chief Financial Officer and designee of the Superintendent

IN WITNESS WHEREOF, the parties have executed this First Amendment to Charter Agreement as of the date first written above.

CITY VIEW CHARTER SCHOOL

By: 
Nicole Kopacz
Executive Director

SCHEDULE 1
Schedule of Loan Payments

Date	Total Monthly Debt Service & Trustee Fee Deposit
1/15/2024	\$ 40,539.57
2/15/2024	40,539.57
3/15/2024	40,539.57
4/15/2024	69,793.11
5/15/2024	139,586.22
6/15/2024	
7/15/2024	110,279.33
8/15/2024	110,279.33
9/15/2024	110,279.33
10/15/2024	110,279.33
11/15/2024	110,279.33
12/15/2024	110,279.33
1/15/2025	110,279.33
2/15/2025	110,279.33
3/15/2025	110,279.33
4/15/2025	110,279.33
5/15/2025	220,558.67
6/15/2025	0.00
7/15/2025	119,334.33
8/15/2025	119,334.33
9/15/2025	119,334.33
10/15/2025	119,334.33
11/15/2025	119,334.33
12/15/2025	119,334.33
1/15/2026	135,633.33
2/15/2026	135,633.33
3/15/2026	135,633.33
4/15/2026	135,633.33
5/15/2026	271,266.67
6/15/2026	0.00
7/15/2026	135,633.33
8/15/2026	135,633.33
9/15/2026	135,633.33
10/15/2026	135,633.33
11/15/2026	135,633.33
12/15/2026	135,633.33
1/15/2027	135,633.33
2/15/2027	135,633.33

3/15/2027	135,633.33
4/15/2027	135,633.33
5/15/2027	271,266.67
6/15/2027	0.00
7/15/2027	135,633.33
8/15/2027	135,633.33
9/15/2027	135,633.33
10/15/2027	135,633.33
11/15/2027	135,633.33
12/15/2027	135,633.33
1/15/2028	135,633.33
2/15/2028	135,633.33
3/15/2028	135,633.33
4/15/2028	135,633.33
5/15/2028	271,266.67
6/15/2028	0.00
7/15/2028	135,633.33
8/15/2028	135,633.33
9/15/2028	135,633.33
10/15/2028	135,633.33
11/15/2028	135,633.33
12/15/2028	135,633.33
1/15/2029	135,633.33
2/15/2029	135,633.33
3/15/2029	135,633.33
4/15/2029	135,633.33
5/15/2029	271,266.67
6/15/2029	0.00
7/15/2029	135,633.33
8/15/2029	135,633.33
9/15/2029	135,633.33
10/15/2029	135,633.33
11/15/2029	135,633.33
12/15/2029	135,633.33
1/15/2030	135,633.33
2/15/2030	135,633.33
3/15/2030	135,633.33
4/15/2030	135,633.33
5/15/2030	271,266.67
6/15/2030	0.00
7/15/2030	135,633.33
8/15/2030	135,633.33
9/15/2030	135,633.33

10/15/2030	135,633.33
11/15/2030	135,633.33
12/15/2030	135,633.33
1/15/2031	135,633.33
2/15/2031	135,633.33
3/15/2031	135,633.33
4/15/2031	135,633.33
5/15/2031	271,266.67
6/15/2031	0.00
7/15/2031	135,633.33
8/15/2031	135,633.33
9/15/2031	135,633.33
10/15/2031	135,633.33
11/15/2031	135,633.33
12/15/2031	135,633.33
1/15/2032	135,633.33
2/15/2032	135,633.33
3/15/2032	135,633.33
4/15/2032	135,633.33
5/15/2032	271,266.67
6/15/2032	0.00
7/15/2032	135,633.33
8/15/2032	135,633.33
9/15/2032	135,633.33
10/15/2032	135,633.33
11/15/2032	135,633.33
12/15/2032	135,633.33
1/15/2033	135,633.33
2/15/2033	135,633.33
3/15/2033	135,633.33
4/15/2033	135,633.33
5/15/2033	271,266.67
6/15/2033	0.00
7/15/2033	135,633.33
8/15/2033	135,633.33
9/15/2033	135,633.33
10/15/2033	135,633.33
11/15/2033	135,633.33
12/15/2033	135,633.33
1/15/2034	168,966.67
2/15/2034	168,966.67
3/15/2034	168,966.67
4/15/2034	168,966.67

5/15/2034	337,933.33
6/15/2034	0.00
7/15/2034	168,966.67
8/15/2034	168,966.67
9/15/2034	168,966.67
10/15/2034	168,966.67
11/15/2034	168,966.67
12/15/2034	168,966.67
1/15/2035	169,150.00
2/15/2035	169,150.00
3/15/2035	169,150.00
4/15/2035	169,150.00
5/15/2035	338,300.00
6/15/2035	0.00
7/15/2035	169,150.00
8/15/2035	169,150.00
9/15/2035	169,150.00
10/15/2035	169,150.00
11/15/2035	169,150.00
12/15/2035	169,150.00
1/15/2036	169,100.00
2/15/2036	169,100.00
3/15/2036	169,100.00
4/15/2036	169,100.00
5/15/2036	338,200.00
6/15/2036	0.00
7/15/2036	169,100.00
8/15/2036	169,100.00
9/15/2036	169,100.00
10/15/2036	169,100.00
11/15/2036	169,100.00
12/15/2036	169,100.00
1/15/2037	169,216.67
2/15/2037	169,216.67
3/15/2037	169,216.67
4/15/2037	169,216.67
5/15/2037	338,433.33
6/15/2037	0.00
7/15/2037	169,216.67
8/15/2037	169,216.67
9/15/2037	169,216.67
10/15/2037	169,216.67
11/15/2037	169,216.67

12/15/2037	169,216.67
1/15/2038	169,483.33
2/15/2038	169,483.33
3/15/2038	169,483.33
4/15/2038	169,483.33
5/15/2038	338,966.67
6/15/2038	0.00
7/15/2038	169,483.33
8/15/2038	169,483.33
9/15/2038	169,483.33
10/15/2038	169,483.33
11/15/2038	169,483.33
12/15/2038	169,483.33
1/15/2039	169,850.00
2/15/2039	169,850.00
3/15/2039	169,850.00
4/15/2039	169,850.00
5/15/2039	339,700.00
6/15/2039	0.00
7/15/2039	169,850.00
8/15/2039	169,850.00
9/15/2039	169,850.00
10/15/2039	169,850.00
11/15/2039	169,850.00
12/15/2039	169,850.00
1/15/2040	169,883.33
2/15/2040	169,883.33
3/15/2040	169,883.33
4/15/2040	169,883.33
5/15/2040	339,766.67
6/15/2040	0.00
7/15/2040	169,883.33
8/15/2040	169,883.33
9/15/2040	169,883.33
10/15/2040	169,883.33
11/15/2040	169,883.33
12/15/2040	169,883.33
1/15/2041	169,966.67
2/15/2041	169,966.67
3/15/2041	169,966.67
4/15/2041	169,966.67
5/15/2041	339,933.33
6/15/2041	0.00

7/15/2041	169,966.67
8/15/2041	169,966.67
9/15/2041	169,966.67
10/15/2041	169,966.67
11/15/2041	169,966.67
12/15/2041	169,966.67
1/15/2042	170,083.33
2/15/2042	170,083.33
3/15/2042	170,083.33
4/15/2042	170,083.33
5/15/2042	340,166.67
6/15/2042	0.00
7/15/2042	170,083.33
8/15/2042	170,083.33
9/15/2042	170,083.33
10/15/2042	170,083.33
11/15/2042	170,083.33
12/15/2042	170,083.33
1/15/2043	170,616.67
2/15/2043	170,616.67
3/15/2043	170,616.67
4/15/2043	170,616.67
5/15/2043	341,233.33
6/15/2043	0.00
7/15/2043	170,616.67
8/15/2043	170,616.67
9/15/2043	170,616.67
10/15/2043	170,616.67
11/15/2043	170,616.67
12/15/2043	170,616.67
1/15/2044	170,666.67
2/15/2044	170,666.67
3/15/2044	170,666.67
4/15/2044	170,666.67
5/15/2044	341,333.33
6/15/2044	0.00
7/15/2044	170,666.67
8/15/2044	170,666.67
9/15/2044	170,666.67
10/15/2044	170,666.67
11/15/2044	170,666.67
12/15/2044	170,666.67
1/15/2045	171,066.67

2/15/2045	171,066.67
3/15/2045	171,066.67
4/15/2045	171,066.67
5/15/2045	342,133.33
6/15/2045	0.00
7/15/2045	171,066.67
8/15/2045	171,066.67
9/15/2045	171,066.67
10/15/2045	171,066.67
11/15/2045	171,066.67
12/15/2045	171,066.67
1/15/2046	171,316.67
2/15/2046	171,316.67
3/15/2046	171,316.67
4/15/2046	171,316.67
5/15/2046	342,633.33
6/15/2046	0.00
7/15/2046	171,316.67
8/15/2046	171,316.67
9/15/2046	171,316.67
10/15/2046	171,316.67
11/15/2046	171,316.67
12/15/2046	171,316.67
1/15/2047	171,800.00
2/15/2047	171,800.00
3/15/2047	171,800.00
4/15/2047	171,800.00
5/15/2047	343,600.00
6/15/2047	0.00
7/15/2047	171,800.00
8/15/2047	171,800.00
9/15/2047	171,800.00
10/15/2047	171,800.00
11/15/2047	171,800.00
12/15/2047	171,800.00
1/15/2048	172,033.33
2/15/2048	172,033.33
3/15/2048	172,033.33
4/15/2048	172,033.33
5/15/2048	344,066.67
6/15/2048	0.00
7/15/2048	172,033.33
8/15/2048	172,033.33

9/15/2048	172,033.33
10/15/2048	172,033.33
11/15/2048	172,033.33
12/15/2048	172,033.33
1/15/2049	172,400.00
2/15/2049	172,400.00
3/15/2049	172,400.00
4/15/2049	172,400.00
5/15/2049	344,800.00
6/15/2049	0.00
7/15/2049	172,400.00
8/15/2049	172,400.00
9/15/2049	172,400.00
10/15/2049	172,400.00
11/15/2049	172,400.00
12/15/2049	172,400.00
1/15/2050	172,816.67
2/15/2050	172,816.67
3/15/2050	172,816.67
4/15/2050	172,816.67
5/15/2050	345,633.33
6/15/2050	0.00
7/15/2050	172,816.67
8/15/2050	172,816.67
9/15/2050	172,816.67
10/15/2050	172,816.67
11/15/2050	172,816.67
12/15/2050	172,816.67
1/15/2051	173,233.33
2/15/2051	173,233.33
3/15/2051	173,233.33
4/15/2051	173,233.33
5/15/2051	346,466.67
6/15/2051	0.00
7/15/2051	173,233.33
8/15/2051	173,233.33
9/15/2051	173,233.33
10/15/2051	173,233.33
11/15/2051	173,233.33
12/15/2051	173,233.33
1/15/2052	173,966.67
2/15/2052	173,966.67
3/15/2052	173,966.67

4/15/2052	173,966.67
5/15/2052	347,933.33
6/15/2052	0.00
7/15/2052	173,966.67
8/15/2052	173,966.67
9/15/2052	173,966.67
10/15/2052	173,966.67
11/15/2052	173,966.67
12/15/2052	173,966.67
1/15/2053	174,100.00
2/15/2053	174,100.00
3/15/2053	174,100.00
4/15/2053	174,100.00
5/15/2053	348,200.00
6/15/2053	0.00
7/15/2053	174,100.00
8/15/2053	174,100.00
9/15/2053	174,100.00
10/15/2053	174,100.00
11/15/2053	174,100.00
12/15/2053	174,100.00
Total	\$56,427,756.04

Signature: Michelle Morrison
Michelle Morrison (Dec 8, 2023 12:47 MST)

Email: morrisom@hsd.k12.or.us






CVCS Charter Amendment 12.7.23 final

Final Audit Report

2023-12-08

Created:	2023-12-08
By:	Lisa Hicks (hicksl@hsd.k12.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAawdtmDJupDmVRhfUrJg6JNT8MzQuiX AHL

"CVCS Charter Amendment 12.7.23 final" History

-  Document created by Lisa Hicks (hicksl@hsd.k12.or.us)
2023-12-08 - 4:48:56 PM GMT
-  Document emailed to Michelle Morrison (morrison@hsd.k12.or.us) for signature
2023-12-08 - 4:49:26 PM GMT
-  Email viewed by Michelle Morrison (morrison@hsd.k12.or.us)
2023-12-08 - 7:46:34 PM GMT
-  Document e-signed by Michelle Morrison (morrison@hsd.k12.or.us)
Signature Date: 2023-12-08 - 7:47:32 PM GMT - Time Source: server
-  Agreement completed.
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HILLSBORO SCHOOL DISTRICT 1J
February 11, 2025
GRADUATION RATES UPDATE

SITUATION

This report will include information regarding the District's 2024 graduation rates, including rates on key focal groups. Information will be shared about efforts that contributed to the improvement in these graduation rates, along with current data and work that supports continued improvement in the current year.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this report and ask any questions they may have.

HILLSBORO SCHOOL DISTRICT 1J
February 11, 2025
OSBA BOARD OF DIRECTORS UPDATE

SITUATION

The Board of Directors will receive an OSBA Board of Directors update from Director Nancy Thomas who serves on the OSBA Board of Directors, position 20 for the Washington Region.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to the update and ask any questions they may have.