



Charter Contract

Between

Logos Charter School

&

Medford School District 549C

July 1, ~~2021~~2026 - June 30, ~~2026~~2036

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CHARTER SCHOOL CONTRACT

THIS CONTRACT dated effective as of July 1, ~~2021~~2026 is made and entered into by and between the Medford School District 549C (“District”) and Logos Charter School (“Logos”) an Oregon nonprofit corporation.

RECITALS

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

WHEREAS, the District and Logos are currently parties to a charter school contract dated July 1, ~~2016~~2021, which contract has a term of July 1, 2021 through June 30, 2026; and

WHEREAS, on December ~~4, 2020~~8, 2025, a renewal request (attached and incorporated as Exhibit A) was submitted by Logos to District for the continuation of Logos as a charter school to operate within District; and

WHEREAS, the District School Board held a public hearing on February ~~4,~~ ~~2021~~19, 2026 on the provisions of the proposal in accordance with the ORS Chapter 338 and evaluated the criteria set forth in ORS Chapter 338; and

WHEREAS, THE RESOLUTION ADOPTED by the District Board on February ~~18,~~ ~~2021~~19, 2026, a copy of which is attached and incorporated herein as Exhibit D, approved the renewal of the charter contingent upon the negotiation and execution of a contract acceptable to Logos and District; and

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

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

WHEREAS, Logos continues to be an established non-profit organization under the laws of the state of Oregon, exempt under 501(c)(3) of the Internal Revenue Code, and is not associated with a nonpublic sectarian school or a religious institution, or otherwise religious based;

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

Contract

1. Grant of Renewed Charter

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

2. Conditions Precedent to Renewal of Charter

In order for Logos to continue to operate as a public charter school sponsored by the District under a renewed charter contract, the following conditions shall be met:

- A. Logos shall remain in compliance with all provisions of the existing charter contract and with all state and federal laws governing public charter schools for the remainder of the ~~2020-2021~~2025-26 school year.

3. Effective Date

This contract shall commence on July 1, ~~2021~~2026, and shall expire on June 30, ~~2026~~2036, unless sooner terminated pursuant to the provisions herein.

4. Educational Program

A. Age and Grade Range

- i) Beginning with the commencement of the ~~2021~~2026 school year and continuing throughout each school year during the term of this contract, Logos shall provide instruction to students in kindergarten through the twelfth grade.
- ii) In accordance with Medford School District policy, Logos shall only enroll a student in its kindergarten program if the student has reached the age of five (5) on or before September 1 of the year the student is seeking enrollment. Logos shall only enroll a student in its first grade program if the student has reached the age of six (6) on or before September 1 of the year the student is seeking enrollment.
- iii) Exceptions may be made to (ii) above in accordance with any exceptions allowed by District board policy JEBA -Entrance Age.

B. Curriculum

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

- (i) Logos shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this contract, in a manner which is consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum designed and implemented by Logos shall be aligned to, and meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.
- (iii) Logos agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) Logos' core curriculum materials offered to students/families will meet Oregon State Standards. Logos will provide to the District an outline of its core curriculum and educational program upon request.
- (v) Logos shall adhere to the philosophy and mission, goals and objectives, and curriculum as set forth in addendum Exhibits F & G, the terms of which are incorporated herein by reference except as may otherwise be amended by the terms of this contract and any fundamental changes thereto shall require the prior written consent and approval of the District. A "fundamental change" is defined as changing the academic focus of Logos, its philosophy or mission, or adopting a curriculum that does not meet District or state standards. The District, in its sole discretion, may approve or disapprove of any such fundamental change.
- (vi) Logos shall maintain and publish to their website and prominently displayed at the school a written policy for resolving complaints against Logos, including complaints regarding curriculum. ~~— A current copy of the policy shall be provided to the District prior to July 1, 2021, and revised copies will be provided to the District each time any changes are made to the complaint policy.~~ will be available on the charter school's website and posted within the building.

C. Student Assessment/Graduation Requirements

- (i) All students enrolled and attending Logos shall participate and take part in all mandatory statewide and federal assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment required of public charter schools by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the Every Student Succeeds Act (ESSA) assessment requirements. All Logos families will have access to opt out procedures in accordance with state law

and district policies. All costs associated with administering and scoring the required assessments, as well as training, shall be paid for by Logos unless otherwise agreed to by the District in writing (see Technology Matrix – Exhibit I).

- (ii) The graduation requirements of Logos will be at or above the minimum requirements of the Oregon Department of Education.
- (iii) In addition to the required state or federal assessments described in section 4.C(i), Logos is required to participate in the common district diagnostic assessment window for Kindergarten through 8th grade. Unless required by law, any other district-required assessments are not required for Logos.

D. Access to District Programs/Extracurricular Activities

Logos students are allowed to participate in interscholastic activities listed in OAR 581-026-0005, -0700, -0710 in the district in which they reside. The law allows for a fee of up to 5% of the district general purpose grant per ADMw to be paid to the district from the charter school. This is a 5% maximum regardless of the number of activities the student participates in. The district can charge an additional 5% for activities that require enrollment in a course for credit. Students must adhere to state laws, Board policies, regulations and rules concerning conduct and discipline, including OSAA rules and regulations, and are subject to any fees.

E. Records

- i) Logos shall comply with all record keeping requirements of state and federal law pertaining to student records and shall cooperate with the District by providing any reports or records to the District, as necessary, to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, documents required pursuant to the statewide assessment system under ORS 329.485, and any documents required under federal and state laws regarding the education of students with disabilities.
- ii) Logos shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records

Law.

- iii) Logos shall maintain up-to-date student records including enrollment, attendance and behavior in the District 549C Student Information System ~~(SIS)~~.

F. Non-religious and Non-discrimination

The educational program of Logos shall be non-religious and non-sectarian. Logos shall conform to all state and federal statutory and constitutional provisions prohibiting discrimination and shall not discriminate against any student or staff member on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, **gender identity** or political beliefs and/or affiliations.

G. Open Enrollment

- i) Student enrollment in Logos shall be voluntary. All students, including students with disabilities, who reside in the District and meet legal age requirements applicable to a grade level will be eligible for enrollment if space is available.
- ii) As provided in ORS 338.125(2), if space is available, Logos may admit students who do not reside in the District. ~~Within each phase of the enrollment process, preference will be given to residents of the District.~~
- iii) As provided in ORS 338.125(3)(b), Logos may give admissions preference to 1) students who were enrolled in the prior year, unless expelled and 2) applicants who have siblings who are presently enrolled and who were enrolled in the prior year. Any additional preferences not specifically outlined in laws governing charter school operations in the State of Oregon will require the submission of a waiver approved by the Oregon State Board of Education prior to implementation of said preference for admission status.
- iv) Maximum school enrollment for the ~~2021-22~~**2026-27** school year shall be an average for the year of ~~1160~~**1329** students. ~~It shall be 1210 for 2022-23 school year, 1260 for the 2023-24 school year, 1310 for the 2024-25 and 2025-26 school years.~~ **By 2031, the maximum average enrollment shall be 1500 with measured growth between years 2027-2031.** Expansion of Logos outside of the above numbers would be determined by Medford Charter Subcommittee on Charter Request (Exhibit H) and approved by the Medford School Board. It would be determined by the strength of the infrastructure of Logos and the academic success of Logos students.

- v) If the maximum enrollment set forth in Section 4.G.iv is met, a lottery process will be implemented conforming to ORS Chapter 338. Using the lottery process Logos shall establish a waiting list of students who shall be offered the opportunity to enroll at Logos if additional space later becomes available. The waiting list shall carry over to subsequent years.
- vi) Logos shall not permit concurrent enrollment of any student at both Logos and another public school.
- vii) The minimum enrollment for each school year shall be 25 full-time students. The District shall have the right to terminate this contract at a semester break if student enrollment in Logos falls and remains under 25 students for twenty (20) or more days during any school year, as provided in ORS Chapter 338. For purposes of this contract, "full-time student" means a student who is receiving more than one-half of his/her instructional program at Logos.

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

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

1. The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and
2. The methods by which the school district in which the student resides may be contacted to answer questions or provide information related to special education and related services.

I. Student Attendance, Conduct and Discipline

- i) Logos shall implement a system of uniform student discipline consistent with Oregon law. ~~A current copy of the adopted discipline policy was provided to the District on July 1, 2017, and r~~Revised copies will be provided to the District each time any changes are made to the policy.
- ii) Logos shall notify its students and parents of the student rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this contract. Student rights and responsibilities will also be published in the parent handbook.
- iii) Logos shall maintain up-to-date enrollment information using District student information system. Enrollment information shall be entered no later than the close of the day the student starts in classes, and attendance information shall be entered on at least a weekly basis, with monthly reports provided to the District.
- iv) Logos shall notify the district in which the student resides immediately upon a student being expelled from Logos and provide a copy of the written expulsion notice. All suspension and expulsion records shall be entered in the District student information system and a detailed written notice of student expulsions provided to the District within 3 business days of the event.
- v) Logos and the District shall honor the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.
- vi) Truancy - Student attendance at Logos will be in compliance with Oregon compulsory attendance laws. Per state law, Logos shall drop any student who is unaccounted for after 10 consecutive school

days. Staff will make every available attempt to locate a student's whereabouts prior to dropping them.

vii) Logos will comply with Oregon Department of Education's requirements for claiming and recording attendance.

viii) Academic Expectations - LPCS and an enrolling child's parent or learning coach will annually agree prior to enrollment that at any time when the student is not making a minimum of one year's progress in all subjects and/or not working towards meeting or exceeding academic standards, objectives, goals, or grade level benchmarks for the year, an academic plan of assistance and/or intervention with Logos administration may be held to help resolve any and all issues in order to get the student back on track. The parent or learning coach also agrees annually that if an academic plan of assistance or intervention is not followed or if they choose not to attend a scheduled intervention or meeting to discuss the child's progress, that it may result in the student's withdrawal from Logos. Logos is a school of choice and only following the agreed upon academic plan can a student stay enrolled in the school. The parent will be strongly encouraged to enroll their child in another program in which the student can be more successful.

J. Education of Special Populations

i. Education of Talented and Gifted Students

Logos shall comply with ORS 343.391 - 343.413 and administrative rules adopted by the State Board of Education for implementing these statutes. Logos will provide identified TAG students with instruction commensurate with their rate and level of learning. Logos will have access to district TAG forms but will not be required to use them. Logos will establish a TAG process that complies with state law.

Education of English Language Learners (ELL)

ii. Logos shall identify ELL students and provide them with language acquisition instruction by a qualified instructor. The District may be contracted for these services and thus would retain the additional ADM for that service.

iii. Education of Students with Disabilities

a. Special Education

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

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

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

2. Upon ~~application and completion of a registration packet by~~ enrollment of a student with a disability at Logos, Logos will notify the resident district of the student's enrollment by requesting records, including special education records, from the previous school. The District, as the sponsoring district, will convene an Individualized Education Program (IEP) meeting with individuals knowledgeable about the student to evaluate the student's individual needs and to determine an appropriate placement for the student. The parent, school, and District staff will be included in this meeting.
3. ~~Students with disabilities admitted to Logos shall be afforded the same opportunities to be appropriately placed as if the student was admitted to a traditional public school with District.~~
4. ~~If the IEP team determines the student's educational needs cannot be met at Logos, an alternate placement will be recommended in a traditional public school with the resident district.~~
4. Students with disabilities who are enrolled in Logos shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, Oregon

Administrative Rules (OARs), and the District's School Board Policies and procedures related to special education. Copies of the District's policies and procedures will be provided to Logos.

5. The District Board Policies related to students with disabilities that will be adhered to by Logos include, but are not limited to:

IGBAE/ IGBAE-AR—Special Education:
Participation in Regular Education Programs

JGDA/ JGDA-AR—Discipline of Students with
Disabilities

6. The District Special Education Procedures related to students with disabilities that will be adhered to by Logos in collaboration with the District include, but are not limited to:

1. Child Find,
2. Pre-Referral Process,
3. Screenings for Students Not Eligible for Special Education,
4. Request for Special Education Evaluation,
5. Individualized Education Program, and
6. Student Behavior and Discipline

7. The District, as the sponsoring district, is the responsible party to provide a Free Appropriate Public Education (FAPE) to each eligible student with a disability enrolled in Logos. ~~All special education and related services will be provided on site at Logos, unless the District, Logos, and parents agree to other arrangements.~~ Logos shall be responsible to implement the accommodations and modifications as outlined in the student's IEP.

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

(iv) Section 504

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

(v) Training Related to Special Education and Section 504

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

K. Tuition and Fees

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

L. Student Welfare and Safety

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

6.1.1.1. Logos is responsible for the reporting of **sexual conduct**, child abuse and neglect in accordance with state law.

6.1.1.2. Logos shall immediately inform the District Liaison of any incident regarding **sexual conduct**, child abuse and/or neglect.

6.1.1.3. Logos shall comply with state and federal law relating to drug administration to students.

i) Logos shall comply with OAR ~~5484~~-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

- ii) Logos shall participate in the safe schools online trainings offered by the District including **sexual conduct and** child abuse reporting, blood-borne pathogens, etc. All staff will be trained by October 31 of each year.

M. School Year; School Day; Hours of Operation

Logos shall operate an instructional program in accordance with Section 4.B of this contract, unless otherwise stated in this contract. The school calendar shall be similar but may vary from the District's school calendar. Logos will meet or exceed all instructional hour requirements in OAR 581-022-~~2231620~~. Logos will determine and publish its school calendar annually, and will provide a copy to the District ~~and the public no later ten (10) business days after the Medford School District calendar has been approved.~~ **by May 1.**

Logos will ensure when providing the calendar that it has scheduled enough instructional hours to comply with ODE's directive of minimum instructional hours required by law. In order to be in compliance with the provision that a student must "have access to appropriately licensed or registered teachers for every day of enrollment in which state school funding is claimed" Logos licensed and registered teachers will respond to any communication from a student in a timely manner. Any communication by a student directed to an appropriately licensed teacher must be responded to within 24 hours. If communication occurs on a weekend, holiday, or break, the teacher must respond within 24 hours of the next school day. If the student's regular education teacher is unavailable (professional development, sick, on leave, or otherwise inaccessible), a different appropriately licensed teacher may respond in place of a student's regular teacher.

N. Alternative Education Model

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

O. Accreditation

Logos shall maintain accreditation at the high school level.

5. Evaluation of Student Performance and Procedures for Corrective Action

- A. Logos shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with

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

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

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

- D. ~~Logos will provide a School Improvement Plan (SIP) subject to District timelines and guidelines. The SIP shall include baseline data, improvement goals, an action plan and an evaluation of the school's progress toward meeting its goals. If the percentage of Logos students meeting or exceeding the standards on the state assessment tests at any grade level is not at or above the percentage of the District's students who meet or exceed the standards at that grade level for any year, Logos shall revise, subject to the District's approval, the SIP, describing the actions that Logos will undertake to improve student achievement. The SIP engage in a continuous school improvement process through its participation in the Oregon Department of Education's Integration Grant, which is submitted through the District. The required plans, including baseline data, improvement goals, action steps, and progress monitoring, are developed, maintained, and reported in accordance with ODE Integration Grant requirements and can be accessed~~

through that process. Through the Integration Grant agreement and submission, the District has access to all relevant data and reporting associated with Logos' school improvement efforts. Logos will implement and monitor these plans as part of its ongoing commitment to improving student outcomes, and progress will be updated reviewed annually and reviewed as a as part of the District's annual review of Logos. —

- E. If, following any revisions under Section 5.D, above, Logos' student assessment scores by subgroup and grade level are not at or above the District's assessment scores by subgroup and grade level for a second consecutive year, then the District may take action to direct school improvement. If satisfactory improvement is not made, the district may take action to terminate the charter contract under Section 8, item K.
- F. If Logos fails to follow any of the actions stated in any of the SIP as stated above the District shall issue a written notice to Logos that it must comply with the terms of the SIP immediately. If, after fifteen (15) business days, Logos is not in compliance with the SIP, the District may begin the process of terminating Logos' operation as a public charter school under Section 8, paragraph I of this contract.
- G. Logos may request the District's average score for its students that have taken the statewide assessment within ten (10) business days of the District receiving those scores.

6. Economic Plan, Budget and Annual Audit

A. Funding

- (i) Except as provided in Section 6.A.(ii) of this contract, the District shall provide funding to Logos an amount per weighted average daily membership (ADMw) of Logos that is equal to 80 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for Logos students in grades kindergarten through eighth and 95 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for the Logos students in grades ninth through twelfth. Funding shall be determined based on monthly ADMw reports provided to the District by Logos, with an annual reconciliation after the District receives the final ADMw report from the Oregon Department of Education. So long as Logos is not in violation of ORS Chapter 338, this funding will be made available to Logos, commencing on the date set forth and according to the distribution schedule set forth in Section 6, paragraph C, subparagraph (vi) below. The District will adjust the funding to reflect the actual funded

pupil count as of October 1 of each year. In addition, to the extent the District experiences any reduction or increase in its state funding, proportionate reductions or increases will be made to Logos by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to school districts.

- (ii) Pursuant to ORS 338.165, if a student is enrolled in Logos and is eligible for special education and related services, an additional amount shall be added to the ADM of Logos as described in ORS 327.013(1)(c)(A)(i). The payment per ADMw in Logos that is attributable to the student who is eligible for special education and related services shall equal an amount that is at least equal to: (a) 40% of the amount of the General Purpose Grant per ADMw for the District, as calculated under ORS 327.013, for students who are enrolled in kindergarten through eighth grade; and (b) 47.5% of the amount of the General Purpose Grant per ADMw for the District, as calculated under ORS 327.013, for student who are enrolled in ninth grade through twelfth grade.
- (iii) The District shall provide funding to Logos consistent with the requirements of ORS 338.157.
- (iv) Any financial commitment on the part of the District contained in this contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund Logos' operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

- (i) On or before May 5 of each year, Logos shall submit to the District Logos' projected enrollment and proposed budget for the upcoming school year.
- (ii) On or before July 1 of each year, Logos shall submit to the District Logos' adopted budget for the upcoming school year.
- (iii) Logos shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this contract.
- (iv) The fiscal year of Logos shall begin on July 1 of each year and end on June 30 of the subsequent to coincide with the District's fiscal year.

C. Financial Records, Audits and Accounting Reports

At all times, Logos shall maintain appropriate governance and managerial procedures and financial controls including, but without limitation, (a) accounting and financial record keeping procedures which reflect Generally Accepted Accounting Principles (GAAP); (b) procedures for cash management, investment practices and financial reporting; (c) balance sheets reflecting assets, expenditures and liabilities; (d) segregation of duties for individuals performing cash management and investment practices; and (e) processes reflecting annual review of such systems by both Logos and the District. Logos' accounting methods shall be compatible with the budget and accounting system of the District, and shall comply in all instances with applicable governmental accounting requirements that explicitly apply to charter schools. In addition:

- (i) Logos agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. Within 60 days of the end of each month Logos shall submit to the District monthly income and expense reports, as well as a monthly balance sheet showing liabilities and assets. Upon request Logos will provide an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due within 10 days of the District's request to do so.
- (ii) Logos shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.998990. ~~If feasible, Logos will use the same auditor as MSD~~ Logos will utilize an independent, third-party, certified auditor to conduct all required annual audits. The selected auditor will have demonstrated experience serving schools of similar size and complexity or greater. Logos shall submit this audit, along with copies of letters from Logos' auditor to the Logos board of directors, to the District by December 15 of each year. In addition, Logos shall provide a copy of the audit report to Oregon Department of Education and the State Board of Education.
- (iii) Logos shall submit Logos' Internal Revenue Service Form 990 to the IRS by the 15th day of the 5th month following the end of its fiscal year (November 15), or within any extension approved by the IRS, and shall provide a copy to the District ~~within 10 days of filing~~ upon request.
- (iv) Logos shall operate in accordance with generally-accepted accounting procedures (GAAP) or other generally-accepted standards of fiscal management, provided that Logos' accounting

methods shall comply in all instances with applicable governmental accounting requirements.

- (v) Logos shall maintain up-to-date enrollment using the District SIS.
- (vi) The District shall distribute to Logos funds as determined in Section 6, paragraph A of this contract, in the following amounts on or before the following dates for each school year:
 - July 25 - 16.66 percent
 - August 25 - 8.33 percent
 - September 25 - 8.33 percent
 - October 25 - 8.33 percent
 - November 25 - 8.33 percent
 - December 25 - 8.33 percent
 - January 25 - 8.33 percent
 - February 25 - 8.33 percent
 - March 25 - 8.33 percent
 - April 25 - 8.33 percent
 - May 25 - balance

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

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

- (vii) In the event that this contract is revoked, terminated or not renewed by the District, Logos shall refund to the District all unspent public funds that were given to Logos by the District other than the amount

sufficient to cover all accrued, but unpaid expenses.

- (viii) The parties acknowledge that under ORS 338.155(9)(b) Logos is entitled to other state sources of funds, such as grants from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this contract and/or which are not part of the state school fund formula. Logos will only be eligible to receive grant funds from the District if Logos students were used in grant application calculations and Logos is providing the services for students qualifying for funding.
- (ix) The parties acknowledge that under ORS 338.155(9)(a) Logos may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
- (x) Logos may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this contract. In the event that Logos solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ~~Logos shall annually report all gifts, donations and grants to the District by recording same in the financial records described in Section 6, paragraph C above.~~

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

7. Building and Facilities

- A. Logos will be located at a school facility within the District boundaries. Currently, Logos' facility is located at 1203 N. Ross Lane, Medford, Oregon 97501. Logos shall take the necessary steps to obtain and maintain in full force and effect throughout the term of this contract the appropriate and necessary occupancy permits and any other health and safety permits and approvals for the operation of a charter school at the facility. Certification of such permits and approvals shall be submitted to the District by September 1 of the first year of occupancy and then on September 1 of any year in which there was a change requiring new permits and approvals.

- B. Logos may change its physical location or obtain additional facilities within the District boundaries provided that Logos fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that Logos notifies the District of the proposed change in location or addition of facilities not less than thirty (30) calendar days prior to taking any final action in connection therewith.
- C. Logos may locate satellite hubs to support students in other areas as long as its main location is within district boundaries.

8. Governance and Operation

Logos shall govern and operate the charter school to the extent permissible under federal and state law and subject to all conditions of this contract.

A. Corporate Status

Logos is and shall remain for the term of this contract an Oregon nonprofit corporation. In addition, Logos is and shall remain for the term of this contract an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Logos shall not make any changes to its Articles of Incorporation or bylaws which would or could result in a fundamental change to the educational program or curriculum described in Section 4 of this contract without the prior written approval of the District. Within thirty (30) days after making any changes to its Articles of Incorporation or bylaws, Logos shall notify the District of any changes Logos makes to such documents. ~~Logos shall also provide to the District prior to July 1, 2021 a current organizational chart and revised copies will be provided to the District each time any revisions are made.~~

B. Non-religious, Non-sectarian Status

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

C. Non-discrimination

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

D. Public Meeting and Public Records

Logos and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690-705 and Oregon Public Records Law, ORS 192.410-311 to 192.478-505.

Logos shall submit their School Board minutes to the district within two (2) weeks after each meeting.

E. School Board

Logos shall have an elected governing Board consisting of five to nine members: up to three parents, up to two charter school staff or their family members, three to eight members of business community, and the administrator of the school. LPCS recognizes the potential conflict of interest that exists with school employees on the governing board. However this potential conflict must be weighed against the importance of having all stakeholders involved in governance of the school.

The school bylaws will also permit the superintendent of Medford to assign a designee to serve on the charter school's governing board as a non-voting board member.

The LPCS board will comply with all policies and regulations of the Oregon Ethics Commission and will be retrained periodically on those regulations.

F. Website

Logos shall maintain a website with important information such as contact information, complaint policy, and a link to the sponsoring district's website.

G. Operational Powers

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

- (i) Logos shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit corporations and charter schools so long as such powers are not inconsistent with the terms of this contract, including without limitations the following powers (and including such other powers as provided for elsewhere in this contract): making all personnel decisions, including hiring, firing and discipline of all teachers, supervisors, and staff; contract for goods and services necessary for

the operation of Logos; prepare a budget; procure insurance and necessary bonds; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fund-raising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donors as are consistent with law and not contrary to any of the terms of this contract.

- (ii) Notwithstanding the above, unless purchased through the District, contractual services and purchases of supplies, materials and equipment purchased with public funds in excess of \$5,000.00 shall be procured through a system of competitive bidding as required by state and federal law.

H. Third Party Contracts

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

- (i) Logos' governing board does not control the operations of the third party;
- (ii) Logos at all times maintains a right of control and final decision making authority over those decisions that involve the governmental function of providing a public education, including but not limited to the authority to develop and modify its curriculum, to ensure that instruction is consistent with the approved curriculum, to make decisions affecting its students' access to education, including but not limited to disciplinary decisions, and to make decisions regarding the hiring, firing and discipline of all teachers, supervisors and staff providing services to Logos;
- (iii) Logos at all times maintains and provides procedural safeguards to affected members of the public in relation to those aspects of Logos' operations that constitute the governmental function of providing a public education, including but not limited to procedures to allow persons to seek redress from Logos as a result of the contractor's actions; and
- (iv) As provided in Section 10.E of this contract, Logos agrees to defend, indemnify and hold the District free and harmless from any

and all claims and/or liability of any kind or nature arising out of any such third party contracts entered into by Logos.

I. Annual Report and Review

- (i) By January 1 of each year, Logos shall prepare and submit to the District and the State Board of Education ~~an annual report which will include, without limitation,~~ the following:

¶

~~(a) Information on the performance of the school overall, including summary enrollment levels, attendance rates, student conduct and discipline data, an analysis of the students' progress toward meeting academic goals and objectives, summary data on the accomplishment of the school's educational program and operational goals, an outline of goals for the upcoming year along with an action plan to achieve those goals and evaluation plan to measure attainment of those goals; ¶~~

¶

~~(b) The audit and financial statements required under Section 6 paragraph C of this contract, including proof of insurance; ¶~~

¶

~~(c) Policy development issues; ¶~~

¶

~~(d) Student discipline information; and ¶~~

¶

~~a. Any other information the District reasonably deems necessary to demonstrate that Logos is in compliance with state and federal law and the terms of this contract.~~

a. An annual report that reflects the school's performance, progress, and ongoing improvement efforts. As part of this process, Logos engages in a continuous school improvement cycle through its participation in the Oregon Department of Education's Integration Grant, which is submitted through the District. The Integration Grant process includes the development, implementation, and monitoring of plans that incorporate baseline data, improvement goals, action steps, and progress measures in alignment with ODE requirements. These plans and associated data are maintained and reported through the Integration Grant framework and are accessible through that process. Through the Integration Grant agreement and submission, the District has access to all relevant data and reporting related to Logos' school improvement efforts. Logos uses this process to guide decision-making and improve student outcomes, and progress is reviewed annually as part of the District's annual review of the school.

b. The audit and financial statements required under Section 6 paragraph C of this contract, including proof of insurance;

- (ii) District board and staff members may visit the Logos charter site at any time during operating hours. Pursuant to state law (currently ORS 338.095), the District or its designee will, at least annually, visit the Logos site and review Logos' compliance with the terms and provisions of this charter.

J. Term

The terms of this contract will become effective on July 1, ~~2021~~2026, assuming all conditions precedent enumerated in Section 2 of this contract have been met, and will last for a period of ~~five (5)~~ten (10) school years until June 30, ~~2026~~2036, subject to the provisions of Section 8.K, below. The term of this Charter Agreement shall be ten (10) years from the effective date of approval. Beginning in year five (5) of the agreement and continuing through year ten (10), either party may request to reopen negotiations regarding the terms of this Charter Agreement. To initiate such negotiations, the requesting party must provide written notice to the other party by email no later than December 1 of the applicable year. Upon receipt of such notice, the parties agree to begin the standard charter renewal process. Unless otherwise agreed in writing by both parties, all existing terms of this Charter Agreement shall remain in effect during the charter renewal process.

K. Termination

- (i) To the extent allowed by ORS Chapter 338 the District may revoke the charter and terminate this contract on any of the following grounds:
 - (a) Violation of or failure to meet and sustain any terms of this contract or ORS Chapter 338.
 - (b) Failure to meet the requirements for student performance stated in Section 5 of this contract.
 - (c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.
 - (d) Failure to maintain insurance as described in Section 10 of this contract.
 - (e) Failure to maintain financial stability.

- (f) Failure to maintain, for two or more consecutive years, a sound financial management system.
- (ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. Logos may appeal the District's decision to terminate the charter agreement directly to the District's Board and request a hearing prior to the expiration of the 60-day notice period. Logos 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. Logos has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, the District shall continue to make the funding payments under Section 6 of this contract to Logos.
- (iii) Logos shall only terminate this charter at the end of a semester. Logos shall notify the District in writing at least one hundred eighty (180) calendar days prior to the proposed effective date of termination, dissolution or closure of Logos.
- (iv) Notwithstanding anything to the contrary in Sections 8.K(i)-(iii), above, the District may terminate the charter immediately and close the school if Logos is endangering the health or safety of the students enrolled at Logos.
- (v) In the event of termination of Logos as a public charter school, all assets purchased with public funds given to Logos by the District in accordance with this contract shall be given to the State Board of Education in accordance with ORS 338.105(6). Logos is entitled to any asset that was purchased with non-public funds, or was purchased with public funds if less than \$500.00 of public funds were expended on the asset, at the time Logos ceases to operate as a public charter school, and to any other asset that Logos has acquired through the expenditure of non-public funds as described in Section 8, paragraph M of this contract.
- (vi) In the event of termination of Logos as a public charter school, Logos will aid families with paperwork and information so they may have as smooth of a transition as possible to another school of their choice or to register with the Southern Oregon Education Services District to return to homeschooling. Logos or MSD may conduct exit interviews with staff, parents, board, or administration to facilitate the transition

for families.

- (vii) As provided in ORS 338.105(6), upon termination of this contract for any reason or upon the dissolution of Logos, all student education records of Logos shall be delivered to the administrative office of the District.

L. Dissolution

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

M. Property Inventory Control

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

question shall be given to the State Board of Education pursuant to ORS 338.105(6).

- (iii) The parties acknowledge that assets costing less than \$500.00 may have little value at the time of any termination of this contract. Therefore, Logos will not be held responsible for identifying assets costing less than \$500.00 and purchased with public funds, but the District does not waive any rights that the State Board of Education may have to enforce ORS 338.105(6).

9. Employment Matters

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

A. Criminal Background checks, Sexual Conduct Clearance, and Pre-employment Drug Screen.

- (i) Logos shall comply with ORS 181A.539195, 326.603, 326.607, ~~339.370~~, and 342.2232 relating to criminal records checks. Logos shall not knowingly employ an individual for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon.
- (ii) Logos shall comply with ORS 339.374 relating to child abuse and sexual conduct clearance.
- (iii) Logos shall not employ an individual who has not successfully completed a pre-employment drug screen.
- (iv) No later than ten (10) business days prior to the start of each school each year, Logos shall provide to the District a list containing the following employee information:
 - 1. Employee names and job positions
 - 2. Proof of valid Oregon teaching license/Charter School Registry with an endorsement appropriate to their position.
 - 3. Date of criminal background investigation results.
 - 4. Date of drug screen results

5. Date of **child abuse and** sexual conduct mailing and receipt of information.

6. Evidence of Highly Qualified status

B. Teacher and Administrator Licensure/Registration Requirements.

- (i) Pursuant to ORS 338.135(7), at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at Logos shall be licensed by TSPC pursuant to ORS 342.135, 342.136, 342.138 or 342.140. Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005 prior to beginning work.
- (ii) ~~All individuals employed by Logos who are licensed or registered with TSPC shall also comply with OAR 548-100-0091 or 584-100-0096, whichever is applicable.~~
- (iii) All licensed and registered elementary and secondary teachers must hold a bachelor's degree and must meet the highly qualified teacher definition. Each educator must demonstrate subject matter competency based on TSPC and state requirements ~~OAR 584-100-0016 and OAR 584-100-0038.~~
- (iv) No Logos licensed and administrative staff may serve students until the verification of their highly qualified status has been submitted to the District and approved.

C. Logos Responsibilities

- (i) Logos shall have a licensed/negotiated building level administrator or his/her designee on-site.
- (ii) The administrator for Logos shall not be assigned to multiple charter schools, but shall be the administrator solely for Logos.
- (iii) Logos will make final decisions regarding hiring (other than for services contracted with District for, such as ELL/SPED), compensation, evaluation, promotion, discipline, and termination of employees working at Logos. Logos will be responsible for the supervision and evaluation of the teaching staff within Logos. These services may be a contracted service.
- (iv) Employees shall be paid through the payroll department of Logos.
- (v) Employees of Logos will receive benefits in compliance with their

respective agreements.

- (vi) Logos shall comply with all applicable federal and state laws concerning employee welfare, safety, and health issues.
- (vii) Logos shall be responsible for establishing and maintaining personnel records for employees working at Logos in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.
- (viii) Logos shall ensure that its own employees comply with all applicable federal and state law relating to employee conduct as stated in the staff Handbook. Logos board of directors reserves the right to establish additional standards for conduct as they see fit.
- (ix) Professional development will be at the discretion of Logos.

10. Insurance and Legal Liabilities

A. Insurance

- (i) Logos shall, at its own expense, secure, retain, and provide proof of insurance consistent with the amounts set forth in Medford School District policy LBE and LBE-AR as of the time this contract is executed, or as may be revised during the term of this contract: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and property insurance.
- (ii) No later than August of each year, and at any time thereafter upon request of the District, Logos shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the Superintendent of the District.

B. Legal Liabilities

- (i) Pursuant to ORS 338.115, in addition to any statute or rule that is listed in this charter, the following federal and state laws apply to Logos and shall be observed by Logos where applicable:
 - (a) Federal law.

- (b) ORS 192.311~~410~~ to 192.505~~478~~ (Public Records Law).
- (c) ORS 192.610 to 192.705~~690~~ (Public Meetings Law).
- (d) ORS 297.405 to 297.555 and 297.990 (Municipal Financial Audit Law).
- (e) ORS 326.565~~561~~, 326.575~~565~~, and 326.580~~575~~ (student records).
- (f) ORS 181A.534~~195~~, 326.603, 326.607, and 342.223 and ~~342.232~~ (criminal records checks).
- (g) ORS 337.150 (textbooks).
- (h) ORS 339.141, 339.147 and 339.155 (tuition and fees).
- (i) ORS 332.505(2), 659.850, 659.855 and 659.860 (discrimination).
- (j) ORS 30.260 to 30.300 (tort claims).
- (k) Health and safety statutes and rules.
- (l) The statewide assessment system developed by the Oregon Department of Education under ORS 329.485(2).
- (m) ORS 329.045 (academic content areas).
- (n) ORS 329.451 (high school diploma, modified diploma, extended diploma and ~~alternative~~ certificate of attendance).
- (o) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (p) ORS 339.250 (912) (prohibition on infliction of corporal punishment).
- (q) ORS 339.326 (notice concerning students subject to to juvenile court petitions).
- (r) ORS 339.119 (consideration for educational services).
- (s) ORS Chapter 338.

- (t) ORS Chapter 657 (Employment Department Law).
 - (u) Any administrative rule adopted by the Oregon state Board of Education or the Oregon Teacher Standards and Practices Commission (TSPC) regarding public charter schools.
 - (v) ORS 339.370 ~~to, 339.372, 339.388 and~~ 339.400 (reporting of **sexual conduct and** child abuse and training on prevention and identification of **sexual conduct and** child abuse).
 - (w) ORS 279A, 279B and 279C (public contracting).
 - (x) ORS 329.546 (physical education).
 - (y) ORS 336.840 (use of personal electronic devices).
 - (z) ORS 342.856 (core teaching standards).
 - (aa) Statutes and rules that expressly apply to public charter schools.
 - (bb) 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.
- (ii) Logos will publish its policies on its website at <https://logoscharter.com/adopted-school-board-policies/>

C. Waiver

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

D. Full Faith and Credit

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

Constitution, state law and provisions of this contract.

E. Indemnification

(i) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, Logos agrees to defend, indemnify and hold the District, its Board, agents and employees harmless from any and all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use by Logos of property of Logos or its landlord, its faculty, employees, students, patrons, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the acts or omissions of Logos. This indemnification shall not apply to any liability, claims, or demands resulting solely from the wrongful act or omission of any District Board member, officer or employee. This indemnification shall also not apply to any damages incurred regarding any act or omission of Logos or Logos' Board that is later deemed to be required by law or this contract. Logos agrees to indemnify, hold harmless and defend the District from all contract claims in which Logos has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(ii) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to defend, indemnify and hold Logos, its Board, agents and employees harmless from all liability, claims, or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the administration of this contract or are in any manner connected with the District's operation. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any Logos 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 Logos whose negligent or wrongful act or omission is caused in whole or in part, or directed by Logos. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of

liability provided in the Oregon Tort Claims Act.

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

F. District Disclaimer of Liability

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

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

G. ADA/§504 Obligations

Logos acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659 with respect to its students, staff and patrons. Logos shall indemnify and hold harmless the District from all claims under these statutes.

H. Transportation

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

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

11. Renewal of Contract

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

- A. No earlier than 210 days prior to the expiration of the term of this charter, and no later than 180 days before the expiration of the term of this charter, Logos may request, in writing, that this contract be renewed. Logos' written request shall indicate which terms, if any, Logos would propose to change from the current contract. Logos shall also state why it believes the current terms need to be changed in a new contract.
- B. Within fifteen (15) days of receiving the written request from Logos, the District shall indicate in writing what additional information, if any, it will need to make its decision to renew the contract. The District shall also indicate whether the proposed changes suggested by Logos are acceptable to the District.
- C. Within fifteen (15) days of receiving the District request for additional information Logos shall provide the requested additional information to the District.
- D. Within 45 days after receiving a written renewal request from Logos, the District shall hold a public hearing regarding the request for renewal.
- E. Within 10 days after the public hearing, the District shall notify Logos of the District's intent about the renewal of the charter.
- F. Within twenty (20) days after the public hearing, the District shall approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter. The District will base the charter renewal decision on a good faith evaluation of whether Logos is: (a) in compliance with ORS Chapter 338 and all other applicable state and federal laws; (b) in compliance with the terms of this contract; (c) meeting or working toward meeting the student performance goals and agreements specified in Section ~~4~~5 of this contract and in any of the attachments incorporated herein; (d) fiscally stable and has used a sound financial management system, as well as an absence of audit findings of material misstatements in the audit report; and (e) otherwise in compliance with any renewal criteria set forth herein. The District shall base its renewal evaluation primarily on a review of Logos' annual performance reports, annual audit of accounts and annual site visit and review, as well as any other information mutually agreed upon by the boards of Logos and the District.
- G. If the District determines that it will renew the contract, the two parties shall meet and negotiate a contract. It shall be the goal of the two parties to

complete negotiation of the contract within ninety (90) days of the date the District provides notice to Logos that it will renew the contract. If it is not practically possible to complete the negotiation within ninety (90) days, the parties shall work in good faith, with all due diligence, to complete negotiation of the contract as quickly as possible.

H. The District may make the renewal of this contract conditional upon the following factor(s):

- (i) Logos remaining in compliance with all provisions of this contract for the remainder of the school year;
- (ii) Logos remaining in compliance with all federal law governing public charter schools for the remainder of the school year;
- (i) Logos remaining in compliance with all state law governing public charter schools for the remainder of the school year

I. If the District determines that it will not renew the contract, then Logos' board may address the reasons stated by the District and any remedial measures suggested by the District and submit a revised request for contract renewal to the District. A revised request must be submitted within fifteen (15) days of the notice of contract non-renewal. The District will then reconsider the renewal request and notify Logos of its decision within fifteen (15) days of receiving the revised request.

J. If the District determines that it will not renew the contract, then Logos shall cease to be a charter school sponsored by the District on June 30, 2026²⁰³¹; however, Logos shall retain its right to challenge and appeal the District's nonrenewal in accordance with ORS 338.065(6).

K. Pursuant to ORS 338.065(5)(h), upon mutual consent at any time during the renewal process, the District and Logos may agree to a renewal process timeline other than that outlined in this Section 11.

12. Miscellaneous Provisions

A. Entire Agreement

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

B. Governing Law

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

C. Assignment

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

D. Terms and Conditions of Application

The parties to this contract agree that the application for a charter submitted by Logos, the terms of which are incorporated by reference except as amended by any specific terms of this contract, sets forth the overall goals, standards and general operational policies of Logos.

(As of the July 1, 2016 contract, Logos and the District combined the relevant aspects of the original application into the contract. Any part of the application not added to this contract is no longer required.)

E. Conflict between Application and Contract

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

(As of the July 1, 2016 contract, Logos and the District combined the relevant aspects of the original application into the contract. Any part of the application not added to this contract is no longer required.)

F. District Liaison

The District shall designate, for purposes of this contract, the District Superintendent, or his/her designee, as the official District liaison between the District and Logos.

G. Amendment

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

H. Notice

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

I. Definition of Business Day

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

J. Address of Parties for Purpose of Written Notice

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

Medford School District
Attn. Superintendent ~~Dr. Bret Champion~~ Jeanne Grazioli
815 S. Oakdale
Medford, Oregon 97501



Logos
Attn: Administrator Sheryl Zimmerer
1203 N. Ross Lane
Medford, Oregon 97501

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



K. No Waiver

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

L. Dispute Resolution

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

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

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

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

Disputes arising from within Logos, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations and the Governing Board of Logos, shall be resolved pursuant to policies and processes developed by Logos.

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

M. Severability

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

N. Delegation

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

O. Prior Actions

It is expressly agreed and understood that as a condition precedent to this contract becoming effective on the effective date specified above in Section 2, Logos shall have taken, completed and satisfied on or before the date specified herein, any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this contract null and void.

P. Attorney Fees

If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration. Such sums shall be

Memorandum of Understanding OSBA - Logos - Medford

MEMORANDUM OF UNDERSTANDING BETWEEN Medford School District AND Logos Public Charter School REGARDING SERVICES PROVIDED BY THE OREGON SCHOOL BOARDS ASSOCIATION

This Memorandum of Understanding ("MOU") is between Medford School District and Logos Public Charter School, collectively referred to as "Parties." This Agreement is effective upon signature by the Parties and shall remain in effect for the duration of the current charter contract between the Parties, unless terminated as allowed in this Agreement.

RECITALS:

1. The Oregon School Boards Association ("OSBA") was incorporated as a nonprofit corporation under ORS Chapter 65 on July 1, 2018. As a result, OSBA will be prohibited from accepting dues and service fees from entities that are not political subdivisions of the state as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256. Under these definitions, Oregon charter schools are not political subdivisions of the state.
2. Therefore, OSBA cannot offer associate memberships to charter schools or contract directly with them for services.
3. Charter schools can still access OSBA services through their sponsor, as long as the sponsor is a member of OSBA

AGREEMENT:


1. Medford School District permits Logos Public Charter School to access services through OSBA for the length of the charter contract (July 1, 2026-2036). Logos Public Charter School shall provide a fully executed copy of this MOU to OSBA.
2. When Logos Public Charter School schedules a service with OSBA, OSBA will enter into a service agreement with Medford School District and will invoice Medford School District for the service, according to the MOU.
3. Medford School District will pay the OSBA invoice, and will invoice Logos Public Charter School for the same amount.
4. Logos Public Charter School shall remit payment to Medford School District in full within thirty (30) days of the invoice.
5. Logos Public Charter School's failure to remit payment to the Medford School District in a timely manner may result in the termination of this Agreement at the discretion of Medford School District. 6. This Agreement may be terminated or amended only by written approval of both parties, except as authorized in 5 above.

SIGNED:



Logos Public Charter School Board Chair

Date: 4/13/26



Medford School District Board Chair

Date: 4/23/26

Exhibit A
Logos Renewal Request



December 8, 2025

Medford School Board
Medford School District 549C
815 South Oakdale Avenue
Medford, OR 97501

Dear Members of the Medford School Board,

On behalf of Logos Public Charter School, I want to extend our sincere appreciation for the strong partnership we have shared with the Medford School District over the years. Together, we have built a collaborative relationship grounded in mutual respect, shared goals, and a steadfast commitment to serving the students and families of our community.

Logos has continued to thrive, growing in both quality and innovation while maintaining the continued academic and social-emotional growth of our students. Here are a few of the many successes of Logos over the last few years.

Academic Excellence

- Consistently among the highest graduation rates in Southern Oregon (97%+ in recent years). Last year our graduation rate was 98.73%
- Thousands of college credits earned annually through Rogue Community College and Southern Oregon University partnerships.
- Multiple students graduating with Associate Degrees as well as earning their high school diploma. Last year we had 13 students earn 18 Associate Degrees and 24 students earn technical certificates.
- Recognized by Cognia as Oregon's only School of Distinction for excellence in learning impact, leadership, and innovation.
- Recipient of the Building Hope Innovation Award for forward-thinking school design and community impact.
- Both our State of Jefferson middle school and high school have won SOU's State of Jefferson Scavenger Hunt, an academic competition, several times over the last several years. The high school has won the last 6 years in a row.
- Our Environmental Sciences Envirothon has won the Oregon Envirothon competition every year for the last 4 years and went on to compete internationally, earning 16th place last year across the US and international teams.

Student Opportunities and Enrichment

- Robust extracurricular offerings including Brain Bowl, Envirothon, OBOB, Clay Target Shooting, Track & Field, Cross Country, and Performing Arts.



- Active musical theater program with recent productions such as Peter Pan, High School Musical, and Hercules.
- Partnerships with local businesses and organizations for career-technical and community-based learning (e.g., welding, esthetics, phlebotomy, and nursing).
- Emphasis on personalized learning plans tailored to each student's academic and life goals.

Staff Excellence and Culture

- Named one of Oregon's 100 Best Nonprofits to Work For multiple years.
- Deep commitment to professional development, including Skyrocket coaching, Writing Revolution training, and data-driven instructional practices.
- Highly collaborative leadership team with a focus on communication, camaraderie, and continuous improvement.

Community Partnership and Leadership

- Over seven years of successful collaboration with the Medford School District administration and board.
- Regular contributor to statewide charter advocacy, including testimony and leadership in ORC3S.
- Deep partnerships with local organizations such as People's Bank, Adroit Construction, Marquess Engineering, CEC Engineering, and the Wes Howard Foundation.
- A model of fiscal transparency, compliance, and community trust among Oregon charter schools.

As we look ahead, Logos is seeking renewal of our charter for a **10-year term**. We are proud of the trust and collaboration that make such a long-term commitment possible and believe it will provide continued stability and focus for students, families, and staff alike.

In addition, we respectfully request the following adjustments as part of our renewal agreement:

- **Increase the student enrollment cap to 1,500 students from 1310**, reflecting both ongoing community demand and our proven capacity to serve students effectively. This is only 190 over 10 years. Doing this modest increase over 10 years shows our commitment to slow and purposeful growth.
- **Adjust the pass-through rate from the current 80% to 90%**, phased in at **1% increments per year** over the 10-year term. In the past the Medford School District administration has agreed that the pass through should be changed to 90% but has yet to make that change. This gradual adjustment would allow Logos to sustain high-quality programs, staff development, and student supports while continuing to align with best practices statewide.



We are proud to be part of the Medford School District family and deeply value the spirit of collaboration that has defined our relationship for so many years. We look forward to continued partnership, shared success, and open dialogue as we move through the renewal process.

Thank you for your ongoing leadership and dedication to the students of Medford.

Warm regards,

A handwritten signature in black ink that reads 'David A. Dotterer'. The signature is written in a cursive style with a large, sweeping 'D' at the beginning.

Colonel David Dotterer
Chairman of the Board
Logos Public Charter School

Exhibit B
District Response to Renewal



Todd Bloomquist, Senior Executive Director
Teaching and Learning
680 Biddle Road, Medford OR 97504
todd.bloomquist@medford.k12.or.us
ph 541-842-3626

January 8, 2026

To: Sheryl Zimmerer and David Dotterrer, Logos

From: Todd Bloomquist

Re: Response to Logos Letter of Intent to Renew

Dear Ms. Zimmerer and Colonel Dotterrer:

Thank you for your letter of intent to renew the charter contract for Logos Charter School. It is very exciting the good work your school is doing and the service it is providing to the community. I appreciate your highlights of accomplishments.

I have included a summary and initial response to each of the requests for changes below:

Logos requests to increase the enrollment cap from 1310 to 1500 students. This request will require further discussion with our Board and team.

Logos requests that passthrough dollars be increased from 80% to 90% in 1% incremental increases each year for 10 years. This request will require further discussions with our Board and team about the increased passthrough dollars to Logos.

I will be gathering the initial questions from the MSD Team and will provide them to you as soon as possible. We are also working on scheduling a time with you and Dave to meet with the MSD team, and I am happy to have follow up discussions as needed.

We value our partnership with Logos, and look forward to working with you and your board through this process.

Sincerely,

A handwritten signature in blue ink that reads "Todd P. Bloomquist". The signature is written in a cursive style with a small circle at the end of the last name.

Todd P. Bloomquist, EdD



Exhibit C
District Office Recommendation



EXECUTIVE SUMMARY

Meeting Date:	February 19, 2026
Agenda Item:	Approval of Logos Public Charter Renewal Request
Item Type:	Action Item
Administrator:	Todd Bloomquist
Objective:	Approval of the Charter Contract Renewal Request

Background:

The Logos Public Charter School requested the District renew their charter contract on December 10, 2025. A copy of the letter is included in the Board packet.

The District responded on January 8, 2026 and notified Logos that some of the requests will require further discussion.

Both the public hearing and the recommendation for approval will be presented to the Board on February 19, 2026. Once approved to move forward with renewal, the two parties will meet, negotiate, and come to an agreement on the terms of the new charter. The full timeline for renewal can be referenced [here](#), in accordance with [OAR 581-026-0400](#).

An annual visit with Board members was conducted on January 30, 2026. A summary of the visit is included in the Board packet.

Additional Materials:

[Logos Request to Renew Charter](#)
[MSD Response Letter to Logos](#)
[Logos Annual Visit Summary](#)

Recommendation:

After reviewing Logos Charter School's annual report, student performance data, financial records, and visiting the site, we recommend that the Board approve the Logos Charter School contract renewal request and move forward with negotiating the terms of a new contract.

Suggested Motion:

"I move that the Medford School District approve the Logos Public Charter contract renewal request, and move forward with negotiating the terms of a new contract."

Exhibit D **District Board Minutes**



Regular Meeting of the Board of Education

Thursday, February 19, 2026 6:00 PM

Oakdale Middle School Room 230
815 S. Oakdale Ave.
Medford, OR 97501

Board members present: Lilia Caballero (attended virtually), Kendell Ferguson, Erik Johnsen, Sandra LaNier McHenry (attended virtually), Sunny Spicer, Michael Williams, and Angela Zbikowski

A video recording of the Board meeting can be found on the district website at [this link](#). The slide presentation can be viewed by clicking on Extras listed next to the meeting at [this link](#).

1. Call to Order / Pledge of Allegiance / Roll Call

Board Chair Kendell Ferguson called the meeting to order at 6:04 PM, led the Pledge of Allegiance, and confirmed a quorum through roll call. She welcomed attendees and read the district's vision statement.

2. Agenda Adjustments and Approval

No objections were raised. The agenda was approved by unanimous consent.

3. Board Announcement

Chair Kendell Ferguson referenced the superintendent search process that began in October with the hiring of a search firm and culminated in finalist interviews conducted by the Board and stakeholder panels. She announced that the Board has extended an offer to Interim Superintendent Jeanne Grazioli for the permanent superintendent position, and that she has accepted. The Board has entered into contract negotiations with Grazioli and anticipates bringing a proposed contract forward for approval at an upcoming meeting.

Board Directors noted that the process, facilitated by McPherson & Jacobson, was thorough and equitable. They expressed confidence that the firm's guidance supported the Board in narrowing the candidate pool and selecting the right individual to lead the district.

Grazioli shared her gratitude for the opportunity, describing the process as rigorous and her service as Interim Superintendent as meaningful work. She expressed enthusiasm for the next chapter and her commitment to continuing to move the district forward.

Those in attendance extended congratulations.

4. Public Hearing for Logos Public Charter School & The Valley School of Southern Oregon

Chair Ferguson opened the public hearing. The following citizens came forward in support of renewing the Logos Public Charter School contract: Sheryl Zimmerer, Dave Dotterer, Layla Copeland, and Patrick Rochon.

The following citizens came forward in support of renewing The Valley School of Southern Oregon contract: Tamara Johnston, Kris Von Wald and Craig Manning.

5. Close Public Hearing

The public hearing was closed at 6:25 PM.

6. Public Hearing for Exemption from Competitive Bidding Requirements and Use of the Design/Build Contractor Method of Procurement for the Oakdale Middle School and Wilson Elementary School Trusses Project

Chair Ferguson opened the public hearing. There were no requests to speak.

7. Close Public Hearing

The public hearing was closed at 6:26 PM.

8. Items for Information & Discussion

8.a. Interim Superintendent Report: Graduation Rate

Interim Superintendent Jeanne Grazioli directed the Board's attention to the graduation reports included in the packet and reviewed key data highlights. She noted that the district's 2025 graduation rate increased from 85.3% to 88.1%.

Grazioli attributed the improvement to intentionally designed systems that monitor student data and identify students who may be off track to graduate as early as possible. She commended staff for their commitment to understanding barriers, implementing targeted supports, and expanding flexible high school credit options to help students stay on track.

Reports presented included the district's eleven-year graduation trend; four- and five-year cohort data; completion rates; comparisons with top 10 districts and local districts; poverty comparison data; and top 10 district comparisons by student groups.

Board Directors asked questions and offered comments regarding changes in graduation requirements, including whether Senate Bill 744 related to essential skills had an impact on the graduation rate. They expressed appreciation to staff for their efforts in supporting student success and noted that this cohort experienced formative years during the pandemic, highlighting the resilience of the graduating class.

8.b. Board Priority: Financial Stewardship

Assistant Superintendent of Operations Brad Earl provided a state and district financial update. The most recent state revenue forecast reflected no significant changes, and as the short legislative session concludes, the district remains hopeful that no mid-biennium cuts will occur. Federal funds are expected to be received as budgeted, though future Title funding remains a concern.

District revenues are slightly below projections, while expenditures are trending lower due to unfilled positions, creating limited savings. Increased utilization of Special Education services through the ESD was noted. In preparation for potential reductions, Superintendent Grazioli has prioritized spending, frozen select positions, reduced travel, and plans to vacate the Biddle building next year, generating approximately \$250,000 in savings.

8.c. Oregon School Employees Association (OSEA) Report

OSEA President Sarah Reames thanked the Board for transparency in the superintendent search and shared challenges in special education, illustrating the daily realities faced by classified staff, including behavioral issues and student dysregulation.

She emphasized the need to restore safety and stability through Board policy, budget decisions, and accountability, highlighting priorities such as consistent training, clear behavior systems, adequate staffing, and competitive compensation. Reames stressed that stable, safe classrooms are essential for family confidence, enrollment, and overall district success.

Board Directors asked about legislative restrictions on addressing challenging behavior and progress in tracking and reporting student-to-staff incidents. They expressed appreciation for the difficult work staff face and concern about sustaining it over time. Directors showed interest in volunteering in classrooms to better understand daily staff experiences and in ensuring these experiences are consistent across sites. They emphasized the need for parent accountability, a welcoming culture for staff to share concerns, and collaborative approaches to finding solutions.

9. Citizen Comments

There were no requests to speak during citizen comments.

10. Recess

The meeting was recessed for 10 minutes.

11. Items for Information & Discussion (continued)

11.a. Education Accountability Act (Senate Bill 141)

Interim Executive Director of Teaching and Learning Todd Bloomquist provided an overview of SB 141, highlighting its five priorities—Meaningful Relationships, Reciprocal & Shared Accountability, Systems-Level Continuous Improvement, Multiple Measures that Matter, and Sufficient & Responsive Resources—and what they mean for the district. The district will establish Performance Growth Targets, select an interim assessment option (likely i-Ready), align reporting systems with state requirements, monitor student progress, and implement interventions for students not meeting targets. The plan includes 2025-26 as the planning year, 2026-27 for pilot implementation, and full implementation by 2029-30. Board Directors raised questions about student opt-out options, assessment data availability, and using i-Ready as a consistent measure.

11.b. Interdistrict Transfers Annual Approval Discussion

Grazioli reported that the district is required annually to declare the number of interdistrict student transfers both into and out of the district. She noted that approval of incoming transfer students would appear later on the consent agenda.

Board Directors expressed interest in reviewing the number of students transferring out of the district and, given ongoing enrollment declines, considering potential revisions to Board policy to limit outgoing transfers. Currently, there are no restrictions on the number of students who may leave the district.

Grazioli recommended that a small group of Board Directors meet with staff within the next week to review the existing policy and determine whether revisions should be brought forward for discussion at the March 5 work session. Directors Zbikowski, Spicer, and Williams were identified to participate in that meeting.

12. Board Action Items

12.a. Logos Public Charter School Renewal Request Approval

A motion was presented by Zbikowski and seconded by Johnsen to approve the Logos Public Charter School contract renewal request and move forward with negotiating the terms of a new contract.

Board Directors Johnsen and Williams shared positive observations while attending the Logos visit.

**Roll call vote: LaNier McHenry: Yea, Spicer: Yea, Williams: Yea, Caballero: Yea, Johnsen: Yea, Zbikowski: Yea, Ferguson: Yea
Result: Motion passed (Yea: 7, Nay: 0)**

12.b. The Valley School of Southern Oregon Renewal Request Approval

A motion was presented by Zbikowski and seconded by Johnsen to approve The Valley School of Southern Oregon contract renewal request and move forward with negotiating the terms of a new contract.

Board Directors Zbikowski, Spicer and Williams shared positive observations while attending The Valley School visit.

**Roll call vote: Spicer: Yea; Caballero: Yea, LaNier McHenry: Yea, Johnsen: Yea, Williams: Yea, Zbikowski: Yea, Ferguson: Yea
Result: Motion passed (Yea: 7, Nay: 0)**

12.c. Exemption from Competitive Bidding Requirements and Use of the Design/Build Contractor Method of Procurement Approval

Prior to a motion, Earl explained the staff recommendation to utilize the Design/Build method of procurement, which requires approval from the Local Contract Review Board (the School Board). He noted that this approach would allow the design and construction phases to be combined, streamlining the process and shortening the overall project timeline. The project would still be publicly advertised, with proposals reviewed in accordance with standard procedures.

Board Directors requested clarification on the motion language, including which sites would be covered. Additional questions were raised regarding insurance coverage, the project timeline, and the Board's role in approving the bid. A request was made for a follow-up on the number of bids submitted.

A motion was presented by Caballero and seconded by Spicer to approve Resolution #2026-1 as presented, approving and granting exemption from competitive bid requirements and authorizing the use of the Design/Build method of procurement for the Oakdale Middle School and Wilson Elementary truss projects.

**Roll call vote: Williams: Yea, Caballero: Yea, Spicer: Yea, LaNier McHenry: Yea, Johnsen: Yea, Zbikowski: Yea, Ferguson: Yea
Result: Motion passed (Yea: 7, Nay: 0)**

12.d. Southern Oregon Education Service District Local Service Plan Approval

A motion was presented by Johnsen and seconded by Zbikowski to approve the Southern Oregon Education Service District 2026-27 Local Service Plan as presented.

Roll call vote: Johnsen: Yea, LaNier McHenry: Yea, Spicer: Yea, Caballero: Yea, Williams: Yea, Zbikowski: Yea, Ferguson: Yea

Result: Motion passed (Yea: 7, Nay: 0)

13. Consent Agenda

The following items were presented on the consent agenda:

- Staff Assignment Report
- Interdistrict Transfers for Non-resident Students

No objections were raised. The consent agenda was approved by unanimous consent.

14. Announcements

Chair Ferguson acknowledged the next Board Work Session scheduled for March 5 at Oakdale Middle School.

15. Adjournment

With no further business, the meeting was adjourned at 7:53 PM.

Exhibit E

Logos Response to More Information on Funding Request



4/14/2026

Good Afternoon Medford School District Board of Directors,

On behalf of Logos Public Charter School, we extend our sincere appreciation for your continued partnership in serving the students and families of the Rogue Valley. Your leadership in supporting a diverse educational ecosystem, one that includes both traditional public schools and public charter options, continues to benefit our broader community in meaningful ways.

As part of our 10-year charter renewal proposal, we respectfully request your consideration of a gradual reduction in the K–8 sponsorship charge of 1% annually over the next ten years. We offer the following context to support this request and to explain why we believe this is the right time for this conversation.

We acknowledge, transparently, that Logos is currently in a stable financial position. This stability is the result of a consistently conservative and disciplined approach to fiscal management. For example, we routinely budget below our authorized enrollment cap to account for variability in student enrollment, and we take a cautious approach when projecting revenue across differing sponsorship rates. These practices are intentional and reflect our commitment to long-term financial stability and avoiding budget shortfalls.

As a K–12 public charter school in Oregon, we also operate within structural constraints that require this level of discipline. Unlike traditional districts, we do not have access to bond funding for facility construction, acquisition, or seismic upgrades. As a result, we must rely on long-term planning and reserves to meet these essential needs. Additionally, the broader legislative and political landscape surrounding charter schools continues to evolve, requiring us to maintain sufficient reserves to ensure operational continuity. Without the safety net available to traditional systems, financial instability would directly threaten our ability to serve students. At the same time, Logos operates on approximately 58% of the per-student funding received by traditional public schools, requiring us to deliver meaningful, personalized educational opportunities within significantly more limited financial resources.

While this disciplined approach has allowed us to remain stable, it has also required us to limit or defer investments that directly impact students and staff. At present, we are regularly faced with situations where students and families must limit or forgo educational opportunities—not due to lack of interest or need, but due to available funding. For many of our students, this can mean choosing between accessing tutoring support, participating in career pathway experiences, or engaging in enrichment opportunities that could meaningfully shape their future. These are not abstract tradeoffs; these are real decisions families in our community are making today.

Approval of this sponsorship rate reduction would allow us to make meaningful, targeted investments in the following priorities:

Students:

First and foremost, our model is built on student and family choice. We are committed to



allocating no less than 50% of any additional funds generated through this request directly toward expanding educational opportunities for students. This includes increased access to our community partner program, through which students receive instruction, tutoring, and enrichment from approved local providers, as well as expanded pathways programming. These opportunities not only personalize education but also deepen students' connection to the Rogue Valley community and support their development as engaged, contributing citizens.

Staff:

Equally important is our investment in the people who serve our students. While we have made substantial progress toward offering competitive salaries, healthcare costs for employees with dependents have risen dramatically, often reaching 400–500% of the cost experienced by employees within Medford School District. This disparity is largely driven by the smaller size of our risk pool. Addressing this challenge is essential not only for staff well-being, but also for long-term retention. We believe strongly that educators should not be forced to choose between remaining in the profession they are passionate about and securing affordable healthcare for their families.

We also recognize that many of the students we serve have not found success in traditional settings and come to Logos seeking a different path. Through this model, they are not only re-engaging in their education, but in many cases thriving. Expanding access to the supports and opportunities that make this possible will only strengthen outcomes for students across our shared community.

We remain deeply committed to being a positive and contributing partner within the Medford School District community. Logos has consistently demonstrated strong academic outcomes, meaningful student engagement, and a model that elevates student voice and community connection. We are proud of the role we play in enhancing the district's overall reputation and in providing families with high-quality public education options.

In considering this request, we respectfully ask that the conversation extend beyond our current financial position. Rather than asking whether Logos is "doing fine," we encourage a broader question: *What more could be accomplished for students, families, and the community if additional resources were directed toward this model?* This request is not rooted in need alone, but in opportunity, an opportunity to expand what is possible for students who have already demonstrated what they can achieve when given access, flexibility, and support.

We believe our track record demonstrates that when entrusted with opportunity, we deliver meaningful results. We are asking you to partner with us in expanding that opportunity for the students and families we collectively serve.

Thank you for your time, your leadership, and your continued partnership.

Sincerely,

Logos Public Charter School Administration and Board of Directors

Exhibit EF
Logos Mission, Vision, and Purpose

Mission Statement

Personalized Learning is described by the Association of Personalized Learning Services as including the key elements of parent involvement, small class sizes, collaboration between teacher, parent, student and the school; ongoing teacher training flexible learning in multiple environments, including home learning support; flexible curricular choices; multiple assessment tools; technology and varied learning pace. The mission of LPCS is to offer a performance and standards-based, personalized learning program in Oregon to students in grades K-12. LPCS will provide academic excellence through an individualized education, and promote a partnership between families, the community and public education. In high school, this partnership will be expanded to include the business community, in that both academic and skills will be stressed. Students will have an opportunity to develop workplace skills and enhance their organizational, interpersonal, and time management abilities while ensuring a smoother transition to college and the workplace.

Vision:

To inspire a love for learning that produces a lifelong learner.

Logos Purpose Statement:

The purpose of Logos Public Charter School is to graduate critical thinkers who can effectively communicate in the 21st century. Logos facilitates a personalized learning program through a collaborative partnership among the student, family, teacher, school, and community.

Exhibit FG **Philosophical Approach**

Logos Public Charter School ~~will incorporate the concepts of personalized learning, strong business partnerships, a collegial relationship with parents. LPCS's personalized educational program will support its students by offering educational resources, an assigned Educational Specialist (ES licensed or registered teacher)~~ is founded on the core principles of personalized learning, strong partnerships with families, and meaningful collaboration with the business and broader community. At LPCS, education is intentionally designed to meet the unique needs, interests, and learning styles of each student, ensuring that every learner has access to a high-quality, individualized educational experience.

Central to this model is the assignment of a licensed or registered Educational Specialist (ES) who ~~will meet~~ works closely with each student individually, and access to a ~~classrooms~~ and family. The ES meets regularly with students to guide learning, monitor progress, and adjust instruction as needed. Students also benefit from access to a team of highly qualified staff and a wide range of educational resources within a "classroom without walls." ~~A quality school of choice for any student~~ approach that extends learning beyond traditional settings.

LPCS is a school of choice open to all students who would benefit from an individualized education, ~~particular outreach would be made to at-risk/high risk youth and students who are currently being homeschooled. The vision statement for this unique school~~ is approach to education, with intentional outreach to at-risk and high-risk youth, as well as students currently engaged in home-based education. The school's vision, "Personalized learning that maximizes parent, community, and academic resources for excellence in education!" ~~Each student will have~~ is reflected in every aspect of its program.

Each student is supported through a Personalized Learning Plan, ~~ensuring that~~ which aligns curriculum, instruction, and assessment ~~will be individualized. Personalized educational options will include:~~ to individual goals and needs. Instructional options are

diverse and flexible, including traditional classroom instruction experiences, independent study, small group instruction, homeschool, parent/community partnership partnerships, project-based learning, service learning, computer interactive, project-based instruction, multimedia, internships, televised courses, apprenticeships, and college campus courses. ¶

LPCS's personalized educational program will support its students by offering educational resources, an assigned Educational Specialist (ES licensed or registered teacher) who will meet with each student individually, and access to a team of other "highly qualified" staff. Staff will receive extensive training, including but not limited to, personalized learning, teaching styles, assessment techniques, higher level questioning, service learning and the principles of project-based learning. Parental partnership is a cornerstone of LPCS's educational program. Research has shown parental involvement correlates with improved student achievement. In addition to parental involvement, life-long learning skills and business community partnerships will be stressed internships, and dual enrollment opportunities on college campuses. This variety ensures that students can engage in learning in ways that are most meaningful and effective for them.

Family partnership is a cornerstone of the LPCS model. Parents are active participants in their child's education, working collaboratively with the Educational Specialist to support learning. Weekly communication and regular meetings ensure that progress is monitored, adjustments are made, and students remain on track to meet academic standards.

In addition to strong family partnerships, LPCS emphasizes connections with the business community. Student Through service learning projects, mentoring and apprenticeships will be emphasized. This portion of the curriculum will stress leadership/management skills and mentorships students develop essential life and career skills such as leadership, problem-solving, critical thinking, decision-making, teamwork, high moral and ethical standards and creativity. It is the development team's belief that by recognizing the business community as a critical partner in education, the graduates will be better prepared to enter the world as productive citizens. LPCS will also offer both remediation of basic core subject areas for academically at-risk students teamwork, and ethical decision-making. By integrating real-world experiences into education, LPCS

prepares students to become productive, engaged citizens.

The school is committed to supporting all learners by providing both targeted interventions in core academic areas for students who need additional support and advanced educational opportunities for students those with exceptional aptitudes. The most basic concept of LPCS's educational program believes that teaching approaches must be tailored to each individual student's needs, interests and learning styles.¶

Students will be assessed at initial enrollment for academic levels in math and reading and to determine their unique interests. This information will be used by the certified teachers to develop a Personalized Learning Plan for each student. In addition, through this information, students will learn to recognize and use their strongest skills and abilities to compensate and improve areas of needed growth. At weekly meetings, appraisals will be made on each student's progress toward meeting standards. A standardized computerized assessment tool, such as Northwest Evaluation Association's Measures of Academic Progress may be used on a quarterly basis to gain further information on a student's progress. In addition, Smarter Balanced will be used for mandated state assessments. All of this information will drive curriculum and instruction. The research basis for the principles of personalized learning is extensive and indicates it is critical to link the teaching process with the ways each child obtains and retains information. We believe teaching that is multifaceted, with inherent options and takes into account multiple intelligences, fosters optimal learning. This teacher will communicate weekly with all other teachers working with the student. In addition, this teacher will meet weekly with the student and parent to review the educational plan and make adjustments as needed, review completed work and the student's progress in meeting standards, make assignments, and administer assessments as appropriate. The student attendance, instructional hours and academic representative work samples will be verified. This means choices regarding the types of media to use, the kinds of processes required and end products accepted, allowing all to be successful by providing uniqueness in the learning process. Academic selections will follow Oregon State Standards and will key into a student's interests. The options are limitless abilities. Upon enrollment, students are assessed in key areas such as reading and math to determine academic levels and

identify interests. This data informs the development of each student's Personalized Learning Plan and helps students build on their strengths while addressing areas for growth.

Student progress is continuously monitored through a variety of measures, including ongoing formative assessments, work samples, and standardized tools as well as state-required assessments. This data-driven approach ensures that instruction remains responsive and effective.

At its foundation, LPCS believes that learning is most successful when teaching is tailored to the individual. By incorporating multiple instructional strategies, honoring different learning styles, and providing meaningful choices in how students engage and demonstrate their learning, LPCS creates an environment where all students can thrive.

Exhibit GH
Articles of Incorporation

Articles Of Incorporation Nonprofit
Public Benefit Corporation-Charter
School

Registry Number: 655424-91

FILED
JAN 07 2010
OREGON
SECRETARY OF STATE

**ARTICLES OF INCORPORATION OF
LOGOS CHARTER SCHOOL**

ARTICLE I. NAME

The name of the corporation is Logos Charter School.

ARTICLE II. REGISTERED AGENT

The registered agent of the corporation is John VonDoloski.

ARTICLE III. ADDRESS OF THE REGISTERED AGENT

The address for the registered agent is:

John VolDoloski
1782 Key Drive Medford, Oregon 97501-3941

ARTICLE IV. ADDRESS FOR MAILING NOTICE

The address for mailing notice is:

Logos Charter School
1782 Key Drive Medford, Oregon 97501-3941

ARTICLE V. OPTIONAL PROVISIONS

Federal Tax-Exempt Provisions

5.1 Exclusive Purpose

The corporation is organized exclusively for educational purposes—specifically to provide a personalized public educational program to students in grades K-12 and as such shall qualify under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future tax code.

Limitations on Distributions

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 5.1.

5.2 Limitations on Political Activity

No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The corporation shall not participate in or intervene (including the publishing or distribution of statements) for any political campaign on behalf of, or in opposition to, any candidate for public office.

5.3 Statutory Compliance

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code, (c) by a corporation exempt from tax under the Oregon Nonprofit Corporation Act, ORS Ch. 65, et seq., or the corresponding section of any future Oregon Statute, or (d) by a public charter school under Chapter 338 of the Oregon Revised Statutes or the corresponding section of any future Oregon Statute.

Oregon Permissible nonprofit Provisions

5.4 Delegation of Director's Powers

The board of directors by resolution in accordance with its corporate Bylaws may authorize a person or persons, or committee to exercise some or all of the powers that would otherwise be exercised by the board. To the extent so authorized, any such person or persons or committee shall have the duties and responsibilities of the board of directors, and the board of directors shall be relieved to that extent from such duties and responsibilities.

5.5 Director's Limited Liability to the Corporation

- A. **Release From Liability:** To the fullest extent permitted by the Oregon Nonprofit Corporation Act, no director or officer shall be held personally liable to the corporation for monetary damages resulting from a person's conduct as a director or officer except they shall remain liable for:
1. any breach of the director's duty of loyalty to the Corporation;
 2. acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
 3. any unlawful distribution;

4. any transaction from which a director derived an improper personal benefit; and
5. for any violation under the Oregon Nonprofit Corporation Act, or the corresponding section of any future Oregon Statute, including without limitation conflicts of interest, unlawful distributions and gross negligence.

B. Indemnification: The following provisions shall apply regarding indemnification:

- (1) The corporation shall indemnify to the fullest extent permitted by The Oregon Nonprofit Corporation Act, any persons who have made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan, of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.
- (2) To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the corporation shall pay for or reimburse any and all reasonable expenses incurred by a director, officer, employee, agent or fiduciary of the corporation who is a party to a proceeding in advance of the final disposition of the proceeding.
- (3) For the purposes of determining the right to any indemnification under this Article 5.6, Section B, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonable believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.
- (4) The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding referred to in this Article 5.6, Section B shall not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, Action by the Board of Directors, or officer, employee, agent or fiduciary of administrators of such person.

ARTICLE VI. TYPE OF CORPORATION

The corporation is a Public Benefit nonprofit corporation. As such, this organization shall admit students of any race to all the rights, privileges, programs, and activities

generally accorded or made available to students and shall not discriminate on the basis of race in administering its educational policies, admissions policies, athletic and other organization administered programs.

ARTICLE VII. MEMBERS

The corporation shall not have members as that term is defined in the Oregon Nonprofit Corporation Act.

ARTICLE VIII. DISTRIBUTION UPON DISSOLUTION

Upon the dissolution of the corporation, assets of the corporation that were purchased with public funds shall be given to the State Board of Education as required by ORS 338.105 or the corresponding section of a future Oregon Statute. All other assets shall be distributed in compliance with the Oregon Nonprofit Corporation Act, ORS Ch. 65, *et seq.*, for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX. INCORPORATORS AND INITIAL DIRECTORS

The name and address of the incorporators and initial directors of the corporation are:

1. John VonDoloski
1782 Key Dr. Medford, OR 97501
2. David Blauser - CPA
1024 NE Hefley St. Grants Pass, OR 97524
3. Helen Blauser
1024 NE Hefley st Grants Pass, OR 97524
PO Box 5544 Central Point, OR 97502
4. Joseph VonDoloski
1491 E. Millbrook Mt. Pleasant, MI 48858
5. James Spence
955 Wilson Rd Central Point, OR 97502

ARTICLE X. EXECUTION OF ARTICLES BY INCORPORATORS/ DIRECTORS

The incorporators, who by their signatures, consent to be named as initial directors of the corporation, execute the Articles of Incorporation for the corporation.

<u>Printed Name</u>	<u>Signature</u>
<u>Joseph D VonDolowski</u>	<u></u>
<u>James T Spence</u>	<u></u>
<u>David Blauer</u>	<u></u>
<u>Helen Blauer</u>	<u></u>
<u>John VonDolowski</u>	<u></u>

Exhibit H

Medford Charter Subcommittee Recommendations on Charter Requests

Charters may request changes to their contract during the renewal negotiation process. This might include changes such as the option for year round school, increases in enrollment caps, or changes in grade levels served. Charters may also request changes outside of the contract renewal negotiation process. In evaluating such requests, the Board will consider the charter's prior track record including academic, fiscal, and organizational performance; instructional quality and fulfillment of the charter's mission.

Sample criteria to evaluate requests include (but are not limited to) the following considerations.

1. **Urgency:** Is the request within 12 months of a charter contract renewal date?
Requests within 12 months of a future renewal should be considered as part of the contract renewal. Similarly, the Board will not consider requests that occur within 12 months following contract renewal.
2. **Capacity:** Does the charter have the institutional capacity to handle the requested change? Are there limitations due to physical space, Charter Board or administrative stability, or staffing concerns?
3. **Rationale:** What is the charter's rationale for requesting the change? Does the proposed change improve outcomes for students or allow the charter to operate more efficiently?
4. **Mission:** Does the request alter the mission of the original charter? For example, a charter approved to support home school students requesting a change to educate all students in traditional school setting. (Requests altering the core mission of the original charter proposal will not be considered.)
5. **Finances:** Is the charter fiscally responsible? Are state school funds being used exclusively for the fulfillment of the school's mission in educating students?
6. **District Measures:** Does the request help MSD in the fulfillment of measures of the system, specifically reducing the achievement gap and increasing graduation rates?
7. **Equity, Diversity and Inclusion:** Does the request advance equity, diversity and inclusion in the charter school?

Further, the Subcommittee recommends the following considerations for analyzing future reimbursement rate requests from charter schools:

To be eligible for an increase above 80%, a charter must have an economically disadvantaged student population in excess of the District average for economically disadvantaged student populations.

1. For each 10% increase above the District average, the charter may be eligible for up to an additional 2% pass through, up to a maximum rate increase of 5%.

Notwithstanding the above, the Board reserves the right to not make any changes outside of the contract renewal process.

Exhibit IJ
Technology Matrix

Student Information System (SIS)	MSD pays per student cost for Synergy base package and modules purchased by the district.
Phones	MSD provides phone service and up to 10 phones. Charter pays for additional phones.
Internet Access/Network	MSD provides 100% (except KUA – who would need to use District network/switches, etc. to get this service). District provides initial fiber set up; Charter pays the cost to Hunter Communication to move fiber if they change property locations at approximately cost of \$2,500.
Wireless	MSD provides up to 10 access points. Charter school pays for additional access points at approximate cost of \$600/ea.
Help Counter/VIMS	MSD provides single desktop and service.
Computers	2 to 3 units provided by MSD to Charter school for office staff access to network. Upon 30 days advance notice and subject to availability, District may be able to provide units for computer-based testing.
Intranet	Login provided – no cost
Tech Support – either remote or onsite	Charters pay outside providers for tech support. On a very limited basis, District will support MSD provided equipment and software.
Facilities/Technician	Charter schools fall under Group II facility use rates for District facilities for student-based activities. Charter pays technician fee for use of auditorium(s).
iReady	Charter Schools are responsible for costs associated with iReady.
Special Education Teacher	District teacher technology package is provided for District employed teachers, including SPED teachers located at a Charter school.
Background Checks	District pays for background checks for Charter employees. Drug screening and fingerprinting are paid by Charter.
Safe Schools	Provided by District at District cost.
Email	MSD provides upon request.