

Regular Meeting  
Thursday, August 26, 2021 6:00 PM

The Dalles Middle School - Commons  
1100 East 12th Street  
1100 East 12th Street  
The Dalles, Oregon 97058

## **Agenda**

1. **Call Meeting to Order and Pledge of Allegiance**  
**Presenter:** Jose Aparicio, Chair
2. **Review / Revision of the Agenda**
3. **District Mission / Vision Statement**
4. **Student / Staff Recognition**
5. **Student Representative Reports**
6. **Comments from the Audience about Non Agenda Items**
7. **Consent Agenda**
  - a. School Board Meeting Minutes from July 22nd, 2021
  - b. School Board Special Meeting Minutes from August 12th, 2021
  - c. School Board Work Session from August 19th, 2021
  - d. Personnel Report
8. **Board Action Calendar - Review:**

### **August:**

- Monitor Facilities Direction
  - Review/revise policies as needed
  - Examples of opportunities for Board Members
    - Visit Schools and Departments
    - Attend Back to School Events
    - Attend student activities
9. **September:**
- Monitor Facilities Direction
  - Review/revise policies as needed
  - Examples of opportunities for Board Members
    - Visit Schools and Departments
    - Attend Back to School Events
    - Attend student activities
10. **School Board Sub Committee Reports**
- a.
    - D21 Education Foundation - Director Thistlethwaite
    - Community Outreach Team - Director Stevens
    - Wellness Committee - Director Richardson
    - Building/ Facilities Report - Director Jones
    - District Equity Committee - Director Rasmussen
    - Wasco County Forest Collaborative - Director Nelson
    - D21 Scholarship Committee - Director Stevens

11. **New Business:**

a. **Presentations / Reports:**

1. **Superintendent's Report**

2. **Presentation:** *English Language Learner State Report*

**Presenter:** Scott Whitbeck, School Improvement Director

3. **Chief Financial Officer's Report**

a. **Financial Statements:**

b. **Student Enrollment:**

4. **Board Attorney's Report**

12. **Discussion / Action Items:**

a. **Action Item:** *Approve the Riverbend Community School Charter Agreement as recommended.*

b. **Action Item:** *Re-adopt the District Calendar for the 2021-2022 school year*

**Presenter:** Dr. Carolyn Bernal, Superintendent

13. **Adjourn the Regular School Board Meeting**

## North Wasco County School District

Human Resource Office • Brian Schimel - Director  
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

### PERSONNEL CHANGES AND VACANCIES

**School Board Meeting – August 26, 2021**

*Current as of – August 19, 2021*

*Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.*

#### Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
Lynn Helyer	CTE Teacher-Fabrication/Welding	TDHS	Begins August 23, 2021
Stephanie Buyuklian	Grade 3 Teacher	DHE	Begins August 23, 2021
William Caviness	Music Teacher	DHE	Begins August 23, 2021
Kendra Kullby	Grade 3 Teacher	CES	Begins August 23, 2021
Holly Westin	Grade 3 Teacher	CES	Begins August 23, 2021
Brittany Watkins	Grade 2 Teacher	CWE	Begins August 23, 2021
Melissa Reger-Furler	Child Development Specialist	CES	Begins August 30, 2021
Alyssa Jones	SPED Teacher	CWE	Begins August 23, 2021
Sheree LaDouceur	Kindergarten Teacher (Temporary)	CWE	Begins August 23, 2021
Karen Pewitt	Transition 21 Teacher	WC	Begins August 24, 2021
Margaret Brewer	Dean of Students (Temporary)	DHE	Begins August 24, 2021
Katie Ortega	TOSA-Instructional Math Coach	District Wide	Begins August 24, 2021
Marnette Sprouse	Reading Specialist/Title I (Temporary)	DHE	Begins August 24, 2021
Yesenia Marquez-Barragan	DLI Kindergarten Teacher	CES	Begins August 24, 2021

#### Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
Gina Furth	Crossroads-Teacher LTCT	TDMS-SPED Teacher
Carol Ritchie	SPED Teacher-TDMS	Satellite Teacher-District Wide

#### Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Dena Smith	SPED Teacher	TDHS	Resigned July 16, 2021
Sandra Ferrick	SPED Teacher	District Wide	Resigned July 20, 2021
William Rios	CTE-Fabrication/Welding	TDHS	Resigned July 20, 2021
Holly Price	Grade 3 Teacher	CES	Resigned July 26, 2021
Andrew Hughes	Math Teacher	TDHS	Resigned July 29, 2021
Derek Shortt	Grade 6 Teacher	TDMS	Resigned July 30, 2021
Amy Hampton	Transition 21 Program	WC	Resigned July 30, 2021
Andrew Hughes	Math Teacher	TDHS	Resigned July 29, 2021
Zane Chitwood	SS Teacher	TDMS	Resigned August 6, 2021
Tess Welk	Dean of Students	DHE	Resigned August 17, 2021
Kaite Ortega	Grade 2 Teacher	DHE	Resigned August 13, 2021

#### Licensed Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
Merissa Heigert	Kindergarten Teacher	CES	Leave of Absence for 2021-2022

**Administrative Staff – New Hires**

NAME	POSITION	BUILDING	COMMENTS
Amy Hampton	Director of Student Services	District Wide	Began August 2, 2021

**Administrative Staff – Internal Transfer and or Hires**

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

**Administrative Staff – Resignation/Retirements/Separation of Employment**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.**

**ESP Staff – New Hires – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
Miriam Quiroz	Ed Asst III-SPED	CWE	Begins August 20, 2021
Bianca Rodriguez	Ed Asst I-Supervision Duty-PT	DHE	Begins August 20, 2021
Rosa Valencia Mondragon	Ed Asst I-Supervision Duty-FT	CWE	Begins August 20, 2021
Heidi Bodolay	Secretary I-Attendance	CWE	Begins August 20, 2021
Nancy Neuman	Ed Asst III-SPED SLC	TDHS	Begins August 24, 2021
Robin Coleman	Ed Asst II-Classroom Asst	DHE	Begins August 24, 2021
Elizabeth Waters	Ed Asst IV-Media Asst	CWE	Begins August 24, 2021
Connie Collins	Ed Asst II-K	CWE	Begins August 24, 2021
Michael Winder	Bus Driver	Transportation	Began July 19, 2021
Jessica Vodehnal	Ed Asst II-Classroom Asst	DHE	Begins August 24, 2021

**ESP Staff –Transfers and Internal Hires – No Action Required**

NAME	POSITION	COMMENTS
Jose Luis Almazan	Ed Asst II-ELL	TDMS Moved from PT to FT same position

**ESP Staff – Request for Leave of Absence – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
Ruth Emmett	Nutrition Services	TDHS	Leave of Absence 2021-2022

**ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
Sala l'Aulualo	Ed Asst II	TDMS	Resigned July 20, 2021
Sylvia Dittmer	Ed Asst II-ELL	TDHS	Resigned August 6, 2021
Carla Webber	Ed Asst III-SLC	CES	Resigned August 9, 2021
Sylvia Dittmer	Ed Asst II-ELL	TDHS	Resigned August 6, 2021
Karen Pewitt	Ed Asst II-Instructional	WC	Resigned August 17, 2021
Margaret Brewer	Ed Asst II-ELL	DHE	Resigned August 17, 2021
Robin Coleman	Ed Asst I-Supervision Duty	DHE	Resigned July 29, 2021
Elizabeth Waters	Ed Asst I-Supervision Duty	CWE	Resigned July 19, 2021
Marnette Sprouse	Ed Asst II-Title I	DHE	Resigned August 13, 2021
Yesenia Marquez Barragan	Ed Asst II-ELL	CWE	Resigned August 18, 2021
Connie Collins	Ed Asst I-Supervision Duty	CWE	Resigned August 2, 2021

**Confidential Staff – New Hires – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Coaching Staff – New Hires – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
Lynn Helyer	Head Football Coach	TDHS	Begins August 16, 2021
Andy Coddling	Asst Football Coach	TDHS	Begins August 16, 2021
Jesus Granados	Head Coach-Boys Soccer	TDHS	Begins August 16, 2021
Neticia Fanene	Asst Coach-Volleyball	TDHS	Begins August 16, 2021
Jacob Taase	Asst Coach-Football	TDHS	Begins August 16, 2021
Carol Ritchie	Asst Coach-Cross Country	TDMS	Begins August 23, 2021
Sarah Ziegenhagen	Head Coach-Cross Country	TDMS	Begins August 23, 2021
Chad Leeson	Head Coach-Football	TDMS	Begins August 23, 2021
Shelby Mauritson	Asst Coach-Volleyball	TDHS	Begins August 16, 2021

**Coaching Staff – Resignations/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Advertised Vacancies**

Position	HRS/FTE	Building	Close Date	Comments
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised
Bus Driver	8 Hrs	Transportation	Open Until Filled	Advertised
Maintenance II-Grounds	8 Hrs	Operations	Open Until Filled	Advertised
Educational Assistant I-Duty Assistant	3.75	CES	Open Until Filled	Advertised
Educational Assistant II (3 positions)	7.5 Hrs	CES	Open Until Filled	Advertised
Educational Assistant III-SELA	7.5 Hrs	CES	Open Until Filled	Advertised
Educational Asst III-SPED	7.5 Hrs	CES	Open Until Filled	Advertised
Educational Asst II-DLI Kindergarten	7.5 Hrs	CES	Open Until Filled	Advertised
Bilingual Family Liaison	8 Hrs	CES	Open Until Filled	Advertised
Educational Assistant I-Duty Assistant	3.75	CWE	Open Until Filled	Advertised
Special Education Teacher	8 Hrs	District Wide	Open Until Filled	Advertised
Educational Asst III-SPED	7.5 Hrs	District Wide	Open Until Filled	Advertised
Director of Communications and Relations	8 Hrs	District Wide	Open Until Filled	Advertised
Virtual Instructor All Levels	8 Hrs	District Wide	Open Until Filled	Advertised
Virtual Instructor Spec Ed All Levels	8 Hrs	District Wide	Open Until Filled	Advertised
Educational Asst II-ELL (Temporary)	7.5 Hrs	DHE	Open Until Filled	Advertised
Grade 1 Teacher	8 Hrs	DHE	Open Until Filled	Advertised
Special Education Teacher	8 Hrs	DHE	Open Until Filled	Advertised
Special Education Teacher	8 Hrs	TDHS	Open Until Filled	Advertised
Health Occupations Teacher	4 Hrs	TDHS	Open Until Filled	Advertised
Educational Asst III-SPED	7.5 Hrs	TDHS	Open Until Filled	Advertised
Educational Asst II-ELL	7.5 Hrs	TDHS	Open Until Filled	Advertised
Educational Asst II-ELL (PT)	7.5 Hrs	TDMS	Open Until Filled	Advertised
Bilingual Family Liaison	8 Hrs	TDMS	Open Until Filled	Advertised
6 <sup>th</sup> Grade SS Teacher	8 Hrs	TDMS	Open Until Filled	Advertised
Special Education Teacher	8 Hrs	TDMS	Open Until Filled	Advertised
Educational Asst III-SPED	7.5 Hrs	TDMS	Open Until Filled	Advertised
Educational Assistant II-Instructional Asst	7.5 Hrs	TDMS	Open Until Filled	Advertised

Assistant Coach-Girls Soccer	Seasonal	TDHS	Open Until Filled	Advertised
Head Coach-Swimming	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Coach-Boys Basketball	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Coach-Softball	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Coach-Volleyball	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Coach-Volleyball	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Coach-Cross Country	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Coach-Football	Seasonal	TDMS	Open Until Filled	Advertised



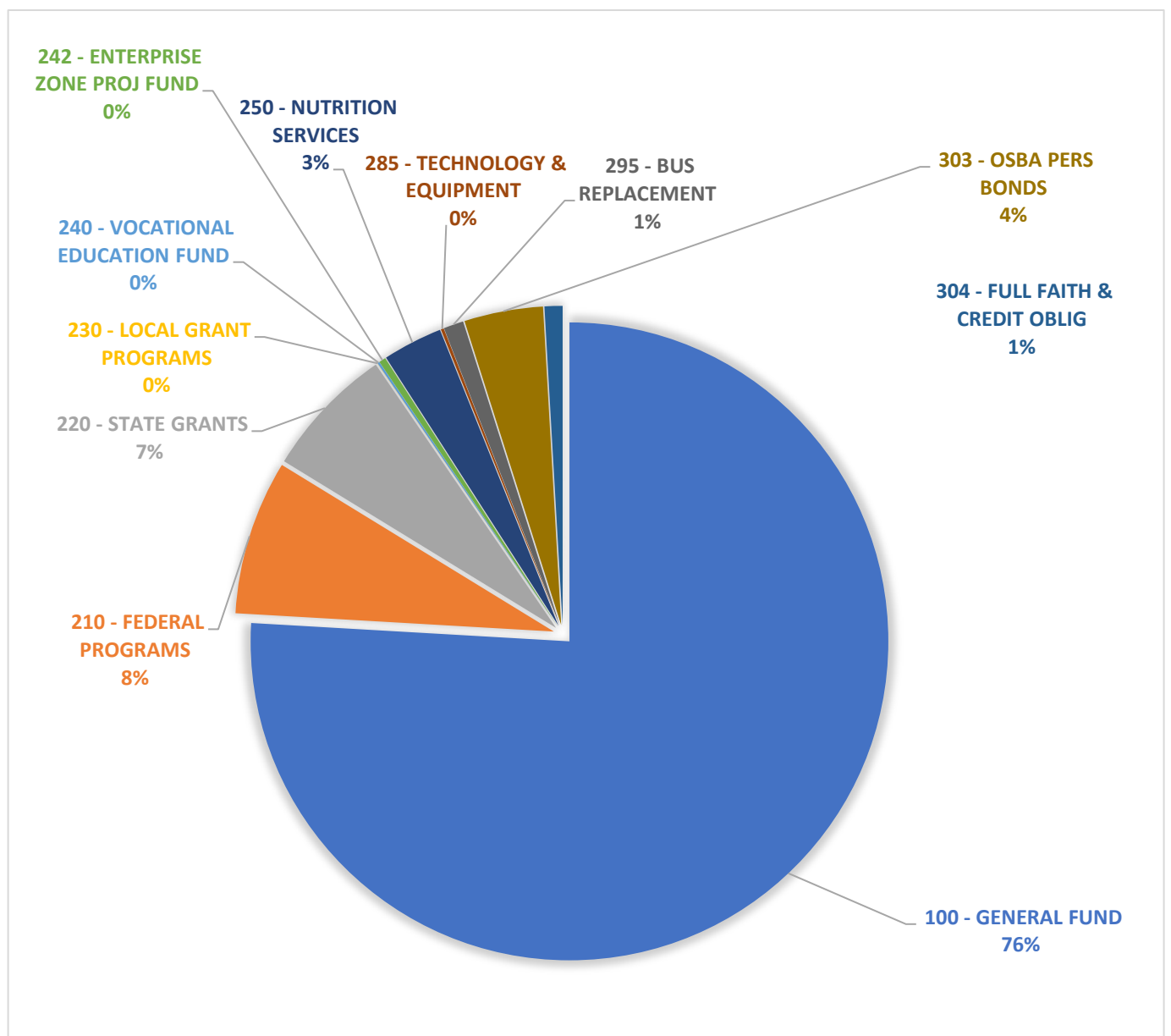
# North Wasco County School District

School Year 2020 – 2021, **July** Financial Summary  
(NOT FINAL, as of 8/5/2021)

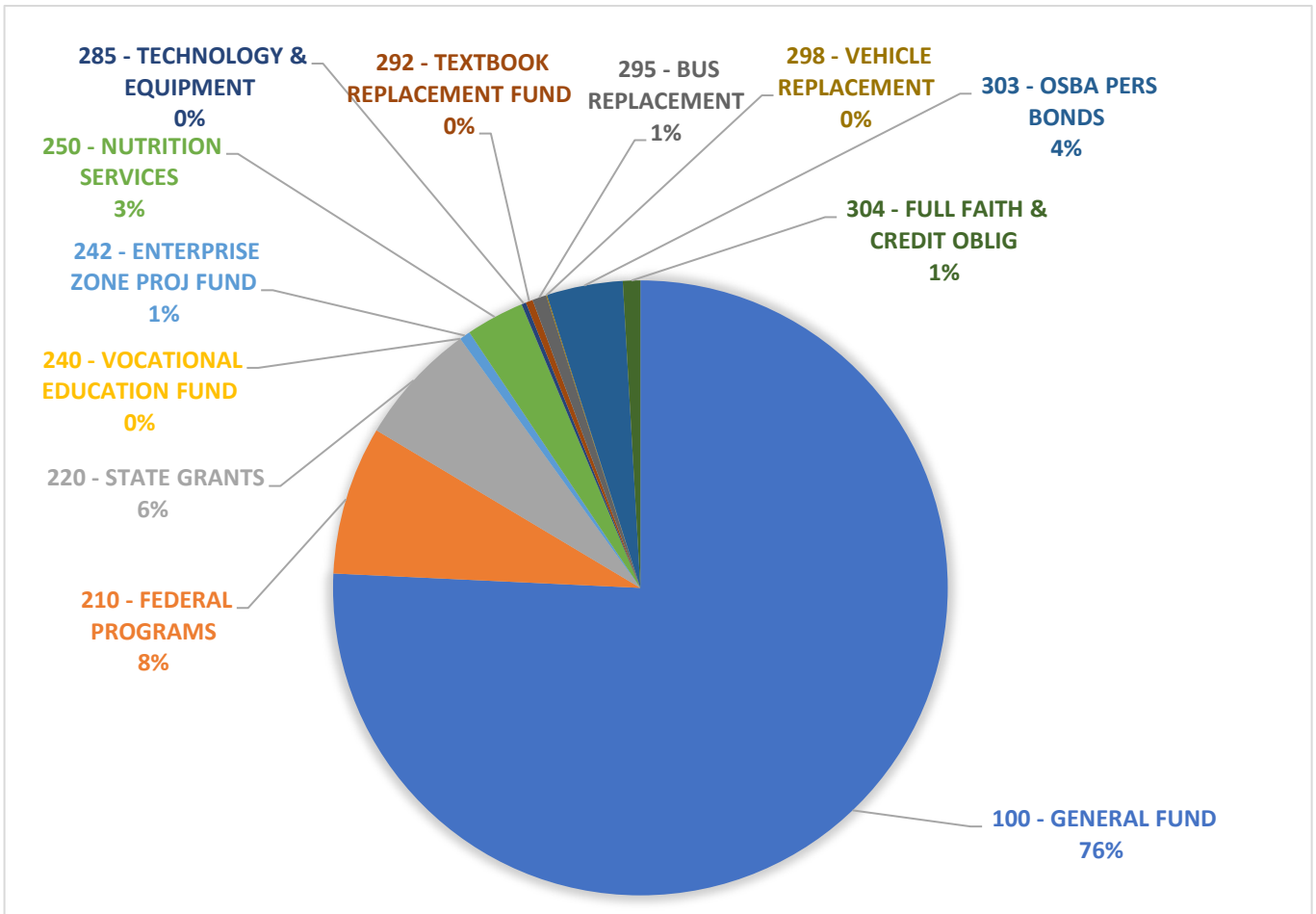
## General Fund Update FY 2021

The current general fund balance is \$168,930. There is still an anticipated revenue collection \$240,000 expected for fiscal year 2021, bringing the expected general fund ending balance to \$400,000. This includes tax collections, county school fund, and federal forest fees. However, without those additional revenues, the general fund will have a positive ending balance.

## FY 2021 Total Expenditures by Percentage:



**FY 2021 Total Revenues by Percentage:**



**Summer School & Enrichment Program Student Participants:**

**Academic Enrichment  
(9 - 12 grades)**

- High School Summer School Students = 112 in person + 16 remote students for a total of **128 students**
- Total Credits Received by Students:
  - ELA = 15 credits
  - Math = 27.5 credits
  - Science = 33 credits
  - Social Studies = 11 credits
  - Other Electives = 49 credits
  - **Total Credits Earned = 135.5**

**Summer Academic & Enrichment  
(K - 8 grades)**

- K - 5 Summer School Participants = 112 Students
- 6 - 8 Summer School Students = 33 Students
- **Total K - 8 = 145 Students**
- K - 8 Summer Enrichment Camp Participants = **50 enrolled**, average daily participation 40 - 45
- K - 8 Migrant Education Program Students = **201 Students** (Funded with Title III also)
- K - 8 Native American Summer Program Students = **9 Students**

**School Child Care  
(K - 5 grade)**

- No staffing so this program was not provided

**Federal Pandemic Funding Recap:**

Below is a recap of the federal funds available to the district and the amounts and timelines. These funds are able to be used for similar uses as the first ESSER funds; however, the federal government is requiring 20% of these funds be used to mitigate any learning loss for students. More information of eligible uses and other information can be found here: <https://www.oregon.gov/ode/schools-and-districts/grants/Pages/CARES-Act-Resources.aspx>.

To date here is a chart of the federal funds authorized to the district since the pandemic began:

<b>CARES Act (ESSER I)</b>	<b>CARES Act (CDL (GEER))</b>	<b>CRRSA Act (ESSER II)</b>	<b>ARP Act (ESSER III)</b>
<ul style="list-style-type: none"> <li>•\$760,676</li> <li>•3/13/2020 - 9/30/2022</li> <li>•Equitable Share with Private Schools</li> <li>•Charter Schools receive allocation</li> <li>•Broad Range of Uses all related to the COVID pandemic</li> </ul> <p style="color: red;">•Funds fully expended in FY 2021</p>	<ul style="list-style-type: none"> <li>•\$166,339</li> <li>•7/1/2020 - 4/31/2021</li> <li>•Equitable Share with Private Schools</li> <li>•Charter Schools receive allocation</li> <li>•Used for access, connectivity, and professional development</li> <li>•All related to COVID pandemic</li> </ul> <p style="color: red;">•Funds fully expended in FY 2021</p>	<ul style="list-style-type: none"> <li>•\$2,988,063</li> <li>•3/13/2020 - 9/30/2023</li> <li>•No equitable shares requirement</li> <li>•Charter Schools can receive allocation</li> <li>•Same uses as ESSER I, with addition of learning loss and facility repairs and improvements</li> </ul> <p style="color: red;">•Expended \$549,541 in FY 2021</p> <p style="color: green;">•Balance of \$2,438,522 available FY 22 - 23</p>	<ul style="list-style-type: none"> <li>•\$6,710,766</li> <li>•Used by 9/30/2024</li> <li>•Must use 20% on learning loss recovery</li> <li>•Same uses as ESSER I and ESSER II</li> <li>•Charter Schools can receive allocation</li> </ul> <p style="color: red;">•Will have expended a small portion in FY 2021 for summer school, financials not fully posted yet</p> <p style="color: green;">•Balance after that will be available for FY 22 - 24</p>

**ESSER III (ARP Act Funds)**

The district is in the early phases of planning for utilizing the ESSER III funds. The district will be requesting public input by the next board meeting and is required to establish a tentative plan by October. If anyone has input, questions, or comments about the funds, please contact Kara via the contact information below. Please be looking for information in the coming weeks.

Questions about this report can be directed to Kara Flath, CFO, North Wasco County School District #21 at [flathk@nwasco.k12.or.us](mailto:flathk@nwasco.k12.or.us).

# NORTH WASCO COUNTY SCHOOL DISTRICT

## FY 2021 Expenditure Status Report

For the month ending June 30th, 2021\* (Not Final, as of 8/5/21)

DESCRIPTION	Budget	Year to Date	Encumbrances	Balance	% Budget Expended
<b>100 General Fund</b>					
1000 - Instruction	20,975,768	18,951,594	9,096	2,015,078	90.35%
2000 - Support Services	13,717,049	11,950,456	-	1,766,593	87.12%
5000 - Debt Service & Fund Transfers	870,000	870,000	-	-	100.00%
6000 - Contingency	300,000	-	-	300,000	0.00%
7000 - Unappropriated Ending Fund Balance	1,000,000	-	-	1,000,000	0.00%
<b>Totals</b>	<b>36,862,817</b>	<b>31,772,050</b>	<b>9,096</b>	<b>5,081,671</b>	<b>86.19%</b>
<b>210-242 Special Revenue Funds</b>					
1000 - Instruction	6,426,788	3,510,816	174	2,915,798	54.63%
2000 - Support Services	3,392,685	2,270,259	-	1,122,426	66.92%
3000 - Enterprise & Community Services	516,609	27,417	-	489,192	5.31%
4000 - Capital Outlay	2,321,980	466,959	-	1,855,021	20.11%
7000 - Unappropriated Ending Fund Balance	45,000	-	-	45,000	0.00%
<b>Totals</b>	<b>12,703,062</b>	<b>6,275,451</b>	<b>174</b>	<b>6,427,437</b>	<b>49.40%</b>
<b>250 Nutrition Services Fund</b>					
3000 - Enterprise & Community Services	1,586,288	1,270,058	-	316,230	80.06%
<b>Totals</b>	<b>1,586,288</b>	<b>1,270,058</b>	<b>-</b>	<b>316,230</b>	<b>80.06%</b>
<b>285 Technology Fund</b>					
1000 - Instruction	-	-	-	-	0.00%
2000 - Support Services	160,000	62,784	-	97,216	39.24%
<b>Totals</b>	<b>160,000</b>	<b>62,784</b>	<b>-</b>	<b>97,216</b>	<b>39.24%</b>
<b>292-298 Replacement Funds</b>					
1000 - Instruction	480,000	2,135	-	477,865	0.44%
2000 - Support Services	488,000	423,636	-	64,364	86.81%
7000 - Unappropriated Ending Fund Balance	178,500	-	-	178,500	0.00%
<b>Totals</b>	<b>1,146,500</b>	<b>425,771</b>	<b>-</b>	<b>720,729</b>	<b>37.14%</b>
<b>302-304 Debt Service Funds</b>					
5000 - Debt Service & Fund Transfers	2,053,193	2,053,192	-	1	100.00%
7000 - Unappropriated Ending Fund Balance	13,137	-	-	13,137	0.00%
<b>Totals</b>	<b>2,066,330</b>	<b>2,053,192</b>	<b>-</b>	<b>13,138</b>	<b>99.36%</b>
<b>Total All Funds</b>	<b>54,524,997</b>	<b>41,859,306</b>	<b>9,270</b>	<b>12,656,421</b>	<b>76.77%</b>

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.

# NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Financial Statements\*

For the month ending June 30th, 2021\* (Not Final, as of 8/5/21)

Balance Sheet	General Fund	State Special Revenues	Nutrition Services	Technology Fund	Replacement Funds	Debt Service Funds	Totals
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ASSETS:							
Cash & Investments	2,461,171	(1,193,388)	(31,482)	111,709	693,619	13,499	2,055,128
Accounts Receivable	1,272,543	1,938,905	64,410				3,275,858
Inventory/Prepaid expense	349,031	-	2,325				351,356
<b>Total Assets</b>	<b>4,082,745</b>	<b>745,517</b>	<b>35,253</b>	<b>111,709</b>	<b>693,619</b>	<b>13,499</b>	<b>5,682,342</b>

LIABILITIES:							
Accounts Payable	-	209,181	30,091				239,272
Payroll Liabilities	3,307,811	-	-				3,307,811
Deferred Revenue	596,907	-	2,751				599,658
<b>Total Liabilities</b>	<b>3,904,718</b>	<b>209,181</b>	<b>32,842</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,146,741</b>

FUND BALANCE:							
<b>Total Fund Balance</b>	<b>178,027</b>	<b>536,336</b>	<b>2,411</b>	<b>111,709</b>	<b>693,619</b>	<b>13,499</b>	<b>1,535,601</b>

Revenues & Expenditures: 2020-21 Year to Date							
Beginning Fund Balance	486,170	637,775	(4,019)	74,493	637,213	24,737	1,856,369
Year to Date Revenues	31,463,906	6,174,012	1,276,488	100,000	482,177	2,041,954	41,538,537
Year to Date Expenditures	31,772,049	6,275,451	1,270,058	62,784	425,771	2,053,192	41,859,305
Year to Date Net Income (Loss)	(308,143)	(101,439)	6,430	37,216	56,406	(11,238)	(320,768)
<b>Ending Fund Balance</b>	<b>178,027</b>	<b>536,336</b>	<b>2,411</b>	<b>111,709</b>	<b>693,619</b>	<b>13,499</b>	<b>1,535,601</b>

## NORTH WASCO COUNTY SCHOOL DISTRICT

### FY 2021 Expenditure Status Report

For the month ending June 30th, 2021\* (Not Final, as of 8/5/21)

Fund	Beginning Fund Balance	Budgeted Revenue	Revenue Collected YTD	% Collected	Projected Revenue	Total Budget	Expended YTD	Encumbered	Projected Expenditures	% of Budget Expended	Revenue - Expenditures YTD	Projected Ending Fund Balance
100 - GENERAL FUND	\$ 486,169	\$36,862,817	\$31,463,906	85.35%	\$31,703,694	\$ 36,862,817	\$31,772,049	\$ 9,096	\$ 31,781,145	86.19%	\$ (308,143)	\$ 408,718
210 - FEDERAL PROGRAMS	\$ 36,095	\$ 6,180,324	\$ 3,247,427	52.54%	\$ 3,278,857	\$ 6,384,325	\$ 3,278,858	\$ -	\$ 3,278,858	51.36%	\$ (31,431)	\$ 36,094
220 - STATE GRANTS	\$ 17,098	\$ 5,738,965	\$ 2,685,950	46.80%	\$ 2,805,975	\$ 5,455,437	\$ 2,803,404	\$ 174	\$ 2,803,578	51.39%	\$ (117,454)	\$ 19,495
230 - LOCAL GRANT PROGRAMS	\$ 57,639	\$ 50,000	\$ -	0.00%	\$ -	\$ 50,000	\$ 4,737	\$ -	\$ 4,737	9.47%	\$ (4,737)	\$ 52,902
240 - VOCATIONAL EDUCATION FUND	\$ 90,112	\$ 91,500	\$ 635	0.69%	\$ 1,089	\$ 136,500	\$ 45,000	\$ -	\$ 45,000	32.97%	\$ (44,365)	\$ 45,747
242 - ENTERPRISE ZONE PROJ FUND	\$ 436,833	\$ 676,800	\$ 240,000	35.46%	\$ 240,000	\$ 676,800	\$ 143,452	\$ -	\$ 143,452	21.20%	\$ 96,548	\$ 533,381
250 - NUTRITION SERVICES	\$ (4,020)	\$ 1,586,288	\$ 1,276,488	80.47%	\$ 1,276,487	\$ 1,586,288	\$ 1,270,058	\$ -	\$ 1,270,058	80.06%	\$ 6,430	\$ 2,410
285 - TECHNOLOGY & EQUIPMENT	\$ 74,493	\$ 160,000	\$ 100,000	62.50%	\$ 100,000	\$ 160,000	\$ 62,784	\$ -	\$ 62,784	39.24%	\$ 37,216	\$ 111,709
292 - TEXTBOOK REPLACEMENT FUND	\$ 401,088	\$ 560,000	\$ 153,868	27.48%	\$ 153,868	\$ 560,000	\$ 2,135	\$ -	\$ 2,135	0.38%	\$ 151,733	\$ 552,821
295 - BUS REPLACEMENT	\$ 203,945	\$ 533,500	\$ 307,945	57.72%	\$ 307,945	\$ 533,500	\$ 423,636	\$ -	\$ 423,636	79.41%	\$ (115,691)	\$ 88,254
298 - VEHICLE REPLACEMENT	\$ 32,181	\$ 53,000	\$ 20,364	38.42%	\$ 20,364	\$ 53,000	\$ -	\$ -	\$ -	0.00%	\$ 20,364	\$ 52,545
303 - OSBA PERS BONDS	\$ 10,358	\$ 1,672,230	\$ 1,661,953	99.39%	\$ 1,661,872	\$ 1,672,230	\$ 1,672,230	\$ -	\$ 1,672,230	100.00%	\$ (10,277)	\$ 81
304 - FULL FAITH & CREDIT OBLIG	\$ 14,379	\$ 394,100	\$ 380,000	96.42%	\$ 380,000	\$ 394,100	\$ 380,963	\$ -	\$ 380,963	96.67%	\$ (963)	\$ 13,416
<b>Total All Funds</b>	<b>\$1,856,370</b>	<b>\$54,559,524</b>	<b>\$41,538,536</b>	<b>76.13%</b>	<b>\$41,930,151</b>	<b>\$ 54,524,997</b>	<b>\$41,859,306</b>	<b>\$ 9,270</b>	<b>\$ 41,868,576</b>	<b>76.77%</b>	<b>\$ (320,770)</b>	<b>\$ 1,917,573</b>

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.

# NORTH WASCO COUNTY SCHOOL DISTRICT

## Federal Relief Funds

For the month ending June 30th, 2021\* (Not Final, as of 8/5/21)

<b>ESSER (CARES Act)</b>		<b>\$760,676.15</b>	<b>Period: 03/13/2020 - 09/30/2022</b>			
ACCOUNT TITLE	Budget	FY 2021 Expenditures	FY 2022 Budgeted	Total	Balance	
ESSER District	\$664,317.15			\$665,077.05	(\$759.90)	
*Staffing (5 Staff plus blue print teams)		\$648,548.05				
Computers & Distance Learning Programs		\$15,029.00				
Professional Development (COSA)		\$1,500.00				
ESSER LTCT/JDEP	\$840.00	\$402.00		\$402.00	\$438.00	
ESSER Mosier	\$57,455.00	\$57,455.30	\$0.00	\$57,455.30	(\$0.30)	
ESSER Cares Act (St.Marys)	\$14,364.00	\$14,041.80	\$0.00	\$14,041.80	\$322.20	
ESSER Riverbend	\$23,700.00	\$23,700.00	\$0.00	\$23,700.00	\$0.00	
<b>Totals</b>	<b>\$760,676.15</b>	<b>\$760,676.15</b>	<b>\$0.00</b>	<b>\$760,676.15</b>	<b>\$0.00</b>	

<b>ESSER (CARES CDL GEER Funds)</b>		<b>\$166,339.42</b>	<b>Period: 07/01/2020 - 04/31/2021</b>		
ACCOUNT TITLE	Budget	FY 2021 Expenditures	Total	Balance	
CDL - District	\$146,043.42		\$145,924.35	\$119.07	
Distance Learning Software (Acellus, ect)		\$58,799.31			
Communications to Family/Parents		\$3,875.00			
Student Technology (Chromebook, hotspots, ect)		\$79,429.63			
Indirect Costs		\$3,820.41			
CDL - Mosier	\$10,569.00	\$10,569.57	\$10,569.57	(\$0.57)	
CDL - St.Marys	\$7,817.00	\$7,935.50	\$7,935.50	(\$118.50)	
CDL - Riverbend	\$1,910.00	\$1,910.00	\$1,910.00	\$0.00	
<b>Totals</b>	<b>\$166,339.42</b>	<b>\$166,339.42</b>	<b>\$166,339.42</b>	<b>\$0.00</b>	

<b>ESSER II (CRRSA) Funds</b>		<b>\$2,988,063.00</b>	<b>Period: 03/13/2020 - 09/30/2023</b>				
ACCOUNT TITLE	Budget	FY 2021 Expenditures	FY 2022 Budgeted	FY 2023 Budgeted	FY 2024 Budgeted	Total	Balance
ESSER 2 District	\$2,762,192.23					\$2,762,192.23	\$0.00
Staffing			\$1,549,009.00	\$230,931.00			
APU /Fans		\$208,570.10					
Communications to Family/Parents		\$3,487.50					
PPE - Dividers, masks, ect		\$9,638.35	\$35,000.00				
*Student Technology (Chromebook, Acellus, ect)		\$290,119.53	\$125,000.00	\$75,211.79			
Portables		\$22,635.00	\$25,000.00				
Professional Development			\$15,000.00				
Food Service			\$100,000.00				
Indirects		\$15,090.96	\$57,499.00				
ESSER 2 Mosier	\$196,432.87		\$196,432.87			\$196,432.87	\$0.00
ESSER 2 Riverbend	\$29,438.17		\$29,438.17			\$29,438.17	\$0.00
<b>Totals</b>	<b>\$2,988,063.27</b>	<b>\$549,541.44</b>	<b>\$2,132,379.04</b>	<b>\$306,142.79</b>	<b>\$0.00</b>	<b>\$2,988,063.27</b>	<b>\$0.00</b>

<b>ESSER III (ARP Act) Funds</b>		<b>\$6,710,765.64</b>	<b>Period: 03/13/2020 - 09/30/2024</b>					
ACCOUNT TITLE	Budget	FY 2021 Expenditures	FY 2022 Budgeted	FY 2023 Budgeted	FY 2024 Budgeted	FY 2025 Budgeted	Total	Balance
ESSER 2 District	\$6,203,491.38						\$0.00	\$6,203,491.38
Summer Programs			\$790,025.00					
ESSER 2 Mosier	\$441,160.32						\$0.00	\$441,160.32
ESSER 2 Riverbend	\$66,113.94						\$0.00	\$66,113.94
<b>Totals</b>	<b>\$6,710,765.64</b>	<b>\$0.00</b>	<b>\$790,025.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,710,765.64</b>

<b>Totals</b>	<b>\$10,625,844.48</b>	<b>\$1,476,557.01</b>	<b>\$3,088,743.46</b>	<b>\$306,142.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,915,078.84</b>	<b>\$6,710,765.64</b>
	Budget	FY 2021 Expenditures	FY 2022 Expenditures	FY 2023 Expenditures	FY 2024 Expenditures	FY 2025 Expenditures	Total Expenditures	Balance



## North Wasco County School District #21

### BOARD ACTION

Date August 26<sup>th</sup>, 2021 Action Requested **Approve Authorization of Riverbend Community School Charter Contract through June 30<sup>th</sup>, 2024**

#### **DISCUSSION:**

District Administration recommends the approval of the Riverbend Community School charter agreement for the term of September 1<sup>st</sup>, 2021, through June 30<sup>th</sup>, 2024.

The district and charter school reached an agreement and amended only a few sections:

- added nutritional language on page 15,
- added the ability for the district and charter school to adjust the appropriated funds on page 19,
- added financial reporting due dates to page 20.

#### **ACTION:**

*I move to approve the Riverbend Community School Charter Agreement valid from September 1<sup>st</sup>, 2021, through June 30<sup>th</sup>, 2024.*

Questions about this request can be forwarded to Kara Flath, CFO, at [flathk@nwasco.k12.or.us](mailto:flathk@nwasco.k12.or.us).

3632 West 10<sup>th</sup> Street, The Dalles, OR 97058  
541-506-3420 Fax 541-298-6018

*“The North Wasco County School District is an equal opportunity educator and employer.”*

# **RIVERBEND COMMUNITY SCHOOL**

## **CHARTER**

**September 1, 2021 - June 30, 2024**

## Table of Contents

<b>RECITALS</b>	<b>3</b>
<b>CHARTER</b>	<b>4</b>

SECTION 1. Creation of Charter; Nature, Power and Purpose of RCS. ....	4
SECTION 2. Interpretation; Integration.....	7
SECTION 3. Educational Program and Curriculum. ....	8
SECTION 4. Opening Date and School Calendar; Tuition; Admission and Enrollment.....	10
SECTION 5. Education of Students with Disabilities. ....	11
SECTION 6. Student Performance and Evaluation. ....	13
SECTION 7. Administrative Services .....	14
SECTION 8. Assessment and Reports.....	15
SECTION 9. Financial Management, Funding, Reporting and Accountability.....	17
SECTION 10. RCS Personnel Procedures.....	20
SECTION 11. Termination. ....	21
SECTION 12. Status of Parties. ....	24
SECTION 13. Indemnification. ....	24
SECTION 14. Dispute Resolution. ....	26
SECTION 15. Miscellaneous Provisions. ....	26
SECTION 16. Notice; Designated Representatives.....	27
SECTION 17. Power of District Liaison or Superintendent. ....	28
SECTION 18. RCS Authority to Enter into Contract. ....	28

THIS CHARTER FOR RIVERBEND COMMUNITY SCHOOL (this “Charter”) is made and entered into as of its date of execution by and between the Board of North Wasco County School District No. 21, an Oregon common school district (the “District”), and Riverbend Community School Foundation, Inc. (“RCS”), an Oregon nonprofit public benefit corporation.

## **RECITALS**

**WHEREAS**, THE Oregon legislature has enacted ORS CHAPTER 338 (the “Charter School Act”) to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

**WHEREAS**, on April 19, 2018, RCS (formerly Wahtonka Community School, WCS) submitted a written application for a charter agreement between RCS and the District; and

**WHEREAS**, the District has followed the procedures set forth in ORS 338.055 regarding evaluation of a charter application; and

**WHEREAS**, the District approved the application for RCS by resolution dated June 14, 2018; and

**WHEREAS**, the District and the Board have negotiated the terms of a charter agreement; and

**WHEREAS**, the parties desire that RCS be authorized to operate a public charter school in accordance with the terms of this Charter, Federal Law and State Law, including the Charter School Act; and

**WHEREAS**, it is understood by the parties that this document shall be, and is, the complete charter; and

**WHEREAS**, that the same is subject to change only by mutual agreement of the parties, so long as the change meets the legal requirements; and

**WHEREAS**, the North Wasco County School District No. 21 School Board is the legal entity to exercise the rights and privileges of the North Wasco County School District No. 21 contained herein.

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

## **CHARTER**

### ***SECTION 1. Creation of Charter; Nature, Power and Purpose of RCS.***

- (a) Name, Purpose.** This agreement between RCS and the District (this “Charter”) creates a public charter school under ORS 338.065 which shall be known as the “Riverbend Community School.” This Charter acts as the legal authorization for the establishment of RCS as a public charter school under the Charter School Act. This Charter shall be legally binding on both the District and RCS and their permitted successors and assigns.
- (b) Powers.** In addition to its general corporate powers, RCS shall have and exercise all of the power, privileges, immunities and authorities granted to public charter schools by the Charter School Act and the laws of any other state or federal entity having jurisdiction over the operations of RCS subject to all terms and conditions of this contract.
- (c) Term.** This Charter shall be effective upon its execution by both parties and, unless otherwise terminated as provided herein, shall terminate at midnight on June 30, 2024. The effective date of operations by RCS as a public charter school shall be October 20, 2018. At any time during the term of this Charter, and pursuant to ORS 338.065(2), RCS may request that the District amend the Charter to extend the term of this Charter. In no event shall the term of the Charter be extended beyond the maximum period allowed in ORS 338.065(4).
- (d) Renewal.** Any renewal of this Charter shall be pursuant to ORS 338.065(3)-(8). The renewal decision shall be based on factors set forth in ORS 338.065(8), ORS 338.095, assessment and report information required by Section 8 and the periodic reports required by Section 9(e)(2) of this Charter.
- (e) Corporate Status and Governance.** RCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with state laws concerning ethics and conflicts of interest of officers. RCS shall provide the District with a copy of its annual report to the State of Oregon Charitable Activities Division within 15 days of the day it is filed. RCS shall provide the District with a copy of its form 990 each year within 15 days of day it is filed. RCS shall immediately notify the District if it no longer qualifies as a nonprofit organization under the laws of Oregon or an exempt organization under section 501(c)(3) of the Internal Revenue Code.
- (f) Public Nature.** RCS is a special government body, as defined in ORS 174.117, not a government entity or agency of a governmental entity and shall have no power to levy taxes or to issue bonds for which the public is or may become liable. However, RCS shall be subject to the laws that govern public bodies, as required by the Charter School Act, including, but not limited to:

1. **Public Meetings.** All meetings of the RCS Board shall be open to the public, except as otherwise permitted by law, and shall be subject to the provisions of ORS 192.610 to 192.690.
2. **Public Records.** The records of the RCS Board related to its operation of the charter school shall be subject to the public records provisions of ORS 192.410 to 192.505.
3. **Oregon Tort Claims Act.** RCS and its officers, agents and employees shall be entitled to the full protection of the Oregon Tort Claims Act as set forth in ORS 30.260 to 30.300.
4. **Municipal Audit Law.** RCS shall be subject to the provisions of ORS 297.405 to 297.555 and 297.990.
5. **School District Laws.** RCS is not subject to the statutes and rules that affect school districts except the following, as provided in the Charter School Act and North Wasco County School District No. 21 policy for charter schools (LBE).
  - Federal law;
  - ORS 30.260 to 30.300 (tort claims);
  - ORS 192.311 to 192.478 (public records law);
  - ORS 192.610 to 192.690 (public meetings law);
  - ORS chapters 279A, 279B and 279C (Public Contracting Code);
  - ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
  - ORS 326.565, 326.575 and 326.580 (student records);
  - ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
  - ORS 329.045 (academic content standards and instruction);
  - ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
  - ORS 329.496 (physical education);
  - The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2);
  - ORS 336.840 (use of personal electronic devices);
  - ORS 337.150 (textbooks);
  - ORS 339.119 (consideration for educational services);
  - ORS 339.141, 339.147 and 339.155 (tuition and fees);
  - ORS 339.250 (9) (prohibition on infliction of corporal punishment);
  - ORS 339.326 (notice concerning students subject to juvenile court petitions);
  - ORS 339.370, 339.372, 339.388 and 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);
  - ORS 342.856 (core teaching standards);

- ORS chapter 657 (Employment Department Law);
- ORS 659.850, 659.855 and 659.860 (discrimination);
- Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- Statutes and rules that expressly apply to public charter schools;
- 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;
- Health and safety statutes and rules;
- Any statute or rule that is listed in the charter; and
- This chapter.

RCS is subject to the rules adopted by the Oregon Department of Education relative to Charter Schools.

**(g) Nonreligious and Nondiscrimination Policy.** RCS covenants that all of its **charter** school activities shall be governed by its nonreligious and nondiscrimination policy. The educational program of RCS shall be nonreligious and nonsectarian. RCS shall not discriminate against any student, potential student, staff or potential staff on the basis of age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic ability, income level or political belief and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to RCS's nondiscrimination policy. RCS will comply with all applicable federal and state laws, rules and regulations regarding nondiscrimination.

**(h) Mission Statement.** To create a safe and productive school environment where students accumulate knowledge via hands on learning, acquire the necessary skills to enrich life and fulfill employment aspirations under the mentorship of staff and volunteers, and to further the RCS vision of making the world a better place.

**(i) Objectives.** As further development of this vision, RCS is committed to the following objectives:

1. RCS will offer a personalized education with a challenging curriculum in partnership with the community.
2. RCS students will develop an enthusiasm for life-long learning and will participate in the world around them.
3. RCS will follow the core values of the school.
4. RCS students will practice behavior that promotes emotional, social, and physical wellbeing in our school, community, and which demonstrates respect for diversity.
5. RCS will be proficient or advanced in the Oregon state standards, measured by

the Oregon state assessments.

- (j) **Compliance with the District’s Policies/Rules.** Except as otherwise specified in this agreement, RCS will comply with those policies and administrative rules of the District which implement or are related to the laws set forth in Section 1(f)(5) or which are referred to in this charter.
- (k) **Conflict of Interest.** The governing board and all employees of RCS shall comply with District policies, regulations and state law regarding public employee ethics and conflicts of interest.

## **SECTION 2. Interpretation; Integration.**

(a) **Definitions.** Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

- **“Admission”** means that a student has been formally accepted as a student at RCS and has enrolled with RCS in accordance with the RCS admission policies and procedures.
- **“ADM”** has that meaning set forth in ORS 327.006(3).
- **“ADMw”** has that meaning set forth in ORS 327.013(7)(a) except that it excludes special education.
- **“Board”** means the Board of Directors of RCS.
- **“Charter School Act”** means ORS Chapter 338 and the rules and regulations promulgated by the Department thereunder, as the same may be, from time to time, amended or modified.
- **“Department”** means the Oregon Department of Education.
- **“District”** means North Wasco County School District No. 21 and its successors and assigns.
- **“Fiscal Year”** means, with respect to the District or RCS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.
- **“Full-time Enrolled Student”** for the purposes of this charter means a student receiving more than one half of their instructional program from RCS.
- **“IDEA”** means the federal Individuals with Disabilities Education Act, commonly referred to as Public Law 94-142 (as amended).

- **“RCS”** means, as the context requires, the Riverbend Community School Foundation, Inc., an Oregon nonprofit public benefit corporation formed for the purpose of operating a school, or the school to be known as the “Riverbend Community School”.
- **“Special Education Student”** means a child with disabilities for whom the IDEA requires the development of an Individual Education Plan (IEP).
- **“State”** means the State of Oregon and, as the context requires, Oregon’s executive, judicial or legislative bodies and their agents and agencies.
- **“Student Information System”** refers to the software used by the District to input, store, analyze and report student information.
- **“Title IA”** means the Elementary and Secondary Education Act (ESEA) funds to help students in poverty.

**(b) Incorporation of Attachments and Interpretation of Conflicts.** This Charter includes the following appendix, exhibits and attachments, all of which are hereby incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable state law and the provisions of any appendix, attachment or exhibit, priority in interpretation shall be first given to federal and state law and administrative rules, then to the body of this Charter and lastly to the provisions of the attachments and exhibits hereto: Appendix A RCS Operating Board Bylaws

**(c) RCS Grade Levels.** RCS may operate as a grade 9-12 public charter high school.

### ***SECTION 3. Educational Program and Curriculum.***

#### **(a) Curriculum.**

1. **General Requirements.** The District agrees that its curricular requirements shall not apply to RCS, to the extent permitted by state law, but that RCS shall implement its instructional programs to include, at a minimum, mathematics, science, language arts and physical education. RCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner consistent with state law.
2. **State Standards.** RCS agrees to comply with all state requirements concerning academic content. The educational program, pupil performance standards, and curriculum designed and implemented by RCS shall meet or exceed any content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.
3. **Participation in Extracurricular Activities of District.** RCS students are

eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident RCS students must comply with applicable OSAA (Oregon School Activities Association) rules before being eligible to participate in extracurricular activities in a District school.

The District shall not be responsible for providing transportation for an RCS student to and from an extracurricular activity. An RCS student may use the district's existing bus routes.

**(b) Alternative Education Model.** RCS will achieve its mission and goals through the use of innovative teaching techniques to create an active and flexible learning environment. Innovative teaching techniques may include, but shall not be limited to:

1. A multi-age classroom structure that promotes individualized progress and an inclusive environment for all students
2. Hands-on, project approach to learning in the classroom and out in the community
3. Application of the RCS core values.

**(c) Limited English Proficient Students.** RCS shall assess the English language proficiency of all students identified as coming from a non-English-Speaking background, or whose first language is other than English, and shall provide an English Language Learner Program for such students.

1. **Copy of the Plan.** RCS shall provide the District with a current copy of its approved English Language Learners Program. If the Oregon Department of Education (ODE) does not approve RCS's submitted plan, RCS shall have 60 days to revise, resubmit, and receive ODE approval. If the revision is not approved, RCS shall use the English Language Learners Program adopted by the District until such time as it receives approval from the Department for its independent program.
2. **List of Limited English Proficient Students.** RCS shall enter into the Student Information System the names and grade levels of each child identified as a limited English proficient student each year, no later than October 15. If a student enrolls in RCS after the testing referred to in Section 3(c) above, and that student is identified as limited English proficient, RCS shall provide the District, no later than 30 days after enrollment, with verification that said student has been tested by a state approved method and is being provided with services that are required pursuant to District policy and state and federal law.
3. **Students exiting RCS's Program.** RCS shall make entries into the Student Information System to indicate a limited English proficient student has exited RCS's English Language Learner Program.

**(d) Objectives of the Education Program.** Subject to applicable state and federal laws, the District shall allow RCS to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy. RCS may grant credits to its students under the criteria set forth in OAR 581-022-2025.

**SECTION 4. Opening Date and School Calendar; Tuition; Admission and Enrollment.**

**(a) School Calendar.** The RCS school year, attendance schedule, and hours of operation will comply with OAR 581-022-2320.

**(b) Tuition.** RCS will not charge tuition for programs, classes, or courses of study which are part of the regular school program. RCS may charge reasonable fees for instructional materials, after-school programs, and student activities.

**(c) Indigent Students.** RCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and state law and RCS policy.

Homeless students, as defined in Title VII-B of the McKinney-Vento Homeless Assistance Act (as amended by the Every Student Succeeds Act), enrolled at RCS are entitled to assistance from any set-aside of Title I-A funds received by the District, and the assistance shall be in the same manner and with the same limits as other District homeless students.

**(d) Admission and Enrollment.**

1. **Eligibility; Voluntary Enrollment.** ORS 338.125(1) provides that student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment. If the number of applicants from students who reside within the District exceeds the capacity of a grade level or building, RCS shall select students through an equitable lottery selection process.

However, RCS may give priority for admission to students:

- i. Who were enrolled in RCS in the prior year; or
- ii. Who have siblings who are presently enrolled in RCS and who were enrolled in RCS in the prior year.

2. **RCS Admissions Policy.** The following system shall be used to determine admissions:

A. **Maximum Enrollment.** The maximum enrollment at RCS may exceed sixty (60) students only with prior District approval. The maximum enrollment for each grade will be decided by the Board.

- B. **Minimum Enrollment.** The minimum enrollment shall be 25 full-time enrolled students.
- C. **Open enrollment.** RCS will pursue a policy of open enrollment, welcoming all students from the District who wish to attend. RCS shall not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, terms of an IEP, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level. Adjustments to this section may be made pursuant to any enrollment waivers granted by the Oregon Department of Education.
- D. **Out of District enrollment.** As provided in ORS 338.125(2), if space is available RCS may admit students who do not reside in the District.

## ***SECTION 5. Education of Students with Disabilities.***

### **(a) Application and Enrollment.**

- 1. **Non-discrimination in Enrollment.** RCS will not discriminate against enrolling special education students or otherwise violate laws applicable to special education students. RCS will admit students without regard to their status as special education students, if the student's IEP Team determines that RCS is the appropriate placement.
- 2. **Special Enrollment Procedures.** Except as provided in this subsection, the procedures for application, enrollment and admission of a special education student will be the same as for any other student. The student's IEP Team shall determine if RCS is the appropriate placement.
  - A. If the applicant is a special education student, RCS will notify the District within ten (10) days of the date that the student is selected for admission. An RCS representative will attend the IEP Team meeting, at which the team will determine if RCS is the appropriate placement. If the IEP Team selects RCS as the student's placement, the District will provide all special education services for these students and the District reserves the right to determine which special education programs will be offered on site at RCS.
  - B. If the special education student resides in another district ("home district"), the District will inform the home district when the student is selected for admission, and will work with the home district in convening the IEP Team to determine placement. If the IEP Team selects RCS as the student's placement, the District will become the student's resident district for the purposes of IDEA compliance, funding and reporting

requirements to the state. The District will notify the student's home district and the student's parents accordingly.

C. RCS shall:

- I. Comply with District policies and regulations on discipline of special education students.
- II. Comply with training required by an IEP team for delivery of services to a charter school student. The District will pay any costs of needed training (determined by the IEP team) for RCS.
- III. Provide staff to attend IEP meetings or other meetings related to RCS special education students.
- IV. Change the student's placement or IEP only with IEP team action.

D. The funds received from the Oregon Department of Education resulting from the additional ADMw weighting for special education students attending RCS shall be retained by the District.

**(b) Identification of Students Eligible for IEPs.** RCS will work with the District to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith. Any RCS student referred for evaluation will remain enrolled at RCS until his or her eligibility for special education services is finalized and the IEP Team determines whether RCS is the appropriate placement for the student.

**(c) Funding and Administration of Special Education Student IEPs.** The District will provide appropriate specialized programs and staffing for special education students enrolled in accordance with federal law.

**(d) Child Find.** RCS will work closely with the District to ensure that Child Find is carried out in good faith. RCS will insure that at least one staff member has been trained in the Child Find process or will arrange for at least one teaching staff member to receive such training. RCS will notify the District if a student may need evaluation to determine eligibility for special education services and will comply with the District's practices and policies for referral of any student for evaluation. Any student referred for evaluation will remain enrolled unless or until an IEP team determines that RCS is not an appropriate placement.

**(e)** RCS shall notify the District within ten (10) days of any special education student's withdrawal from RCS.

## **SECTION 6. Student Performance and Evaluation.**

(a) **Academically Low Achieving Students.** RCS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.

### **(b) Student Performance.**

1. **Assessment.** RCS shall conduct periodic evaluations of students. Said evaluations shall be reflected in the report card system being utilized by RCS at the time of this agreement and shall remain based on State standards and benchmarks. RCS shall also participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1). RCS shall administer the standardized state tests in all grades required by the state.
2. **Corrective Action.** If periodic testing at any grade level establishes that the average student score for RCS students is significantly lower than the average of the same grade level at all other schools in the District (as applicable to the report cards used by RCS), RCS shall create a plan for the improvement of student learning relevant to individual and/or grade levels. The District may render requested consulting and planning assistance to RCS for the creation and implementation of corrective action plans. These plans and quarterly progress reports on their implementation will be provided to the District by RCS at the request of the district.

### **(c) Student Attendance, Conduct and Discipline.**

1. **Attendance.** RCS shall maintain accurate enrollment data and daily records of student attendance contemporaneously entered into the District provided Student Information System. Student attendance at RCS shall follow Oregon's compulsory attendance laws and compiled and kept in accordance with District procedure.
2. **Discipline Policies.** RCS shall utilize the discipline policy it has created and which provides for a code of conduct. RCS shall abide by all state and federal laws. RCS shall provide a copy of the discipline policies and any additions, modification or amendment thereto to the District within thirty (30) days of adoption. RCS shall notify its students of the student rights and responsibilities and notify students and parents of its discipline, conduct and students' rights policies.
3. **Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law. All RCS expulsion proceedings shall be aligned with District's policies. RCS and the District intend and agree that each shall uphold the decision of the other regarding the suspension and expulsion of a student. RCS shall enter truancy, suspension

and expulsion data, including a summary statement of the grounds and evidence warranting the action, into the Student Information System of the District on the date of determination. RCS shall also notify the District in writing, within five (5) days, of the disposition of any expulsion appeal proceeding. RCS will work closely with the District regarding students that are on an IEP, notifying the District and following the District policy with regard to these students.

## **SECTION 7. Administrative Services**

- (a) **Complaint Procedures.** RCS shall maintain a policy specifying an administrative process for resolving public complaints against RCS.
- (b) **Student Welfare and Safety.** RCS shall comply with all regulations, and applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, state or federal health, sanitation or environmental regulations.
- (c) **Health and Social Services.** RCS shall provide statutory health and social services. All staff providing these services shall be qualified according to state law.

RCS shall inform the required authorities and District Superintendent's office of any incident regarding child abuse and neglect, as required by statute, concurrent with state required reporting.

RCS shall comply with state and federal law relating to medication administration to students.

- (d) **Insurance.**
  - 1. **Coverage Required.** The insurance and bonding requirements for a charter school are described in the North Wasco County School District No. 21 policies for charter schools (LBE-AR). The charter school will obtain Commercial General Liability, Liability for Directors and Officers, and Employee Dishonesty Blanket Bond. If the charter school purchases an automobile, it will obtain Automobile Liability Insurance. If the charter school hires employees subject to Workers' Compensation and Unemployment Insurance, that insurance will be maintained as required by law. Certificates evidencing the required insurance will be provided to the District, and the District will be named as an additional insured for the Commercial General Liability policy.
  - 2. **Coordination of Risk Management Activities.** RCS agrees that it will coordinate its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of

timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties are named.

- (e) **Third-Party Contracts.** RCS shall not enter into any contract for comprehensive school management or comprehensive operation services to be performed in substantial part by an entity not a party to this Charter, unless RCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District.
- (f) **ADA/504 Obligations.** RCS shall comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons.
- (g) **Transportation.** RCS students may obtain transportation through the student's parent/guardian or public-school bus routes. Provision of District home-to-school transportation will be available only on days when the District provides home-to-school transportation at non-charter high schools. The District shall provide transportation for students within the district attending RCS pursuant to ORS 338.145, and shall not be required to add or extend existing bus routes. RCS shall pay the same percentage of transportation costs for all field trips that the other schools in the District pay.
- (h) **Nutrition Services.** The District will continue to provide meals to RCS from an assigned location to the RCS campus. In addition, RCS will be responsible for pick-up, disbursement, and return of student meals following all safe food handling procedures as determined by the district school nutrition services manager. As long as the RCS site is eligible for CEP (Community Eligibility Provision), meals will be provided at no cost to RCS students. If the site becomes ineligible for CEP, RCS will need to charge for meals and/or report free and reduced eligible students. RCS staff will be required to follow all school nutrition guidelines established by the Oregon Department of Education and federal government.
- (i) **Use of District Contracts.** RCS shall be entitled, but not obligated, to purchase textbooks, equipment, materials and supplies through District's vendor contracts, without additional charge by District. RCS may access the District computer network for the Student Information System and email services, RCS may also access common resolution services provided through the ESD under ORS 338.115(14).

## ***SECTION 8. Assessment and Reports.***

- (a) **General.** RCS shall comply with all applicable record-keeping requirements of federal and state law and, upon reasonable request by District, shall provide any additional reports necessary to enable District to meet District's reporting obligations to the Oregon Department of Education. Student records maintained

by RCS shall include, without limitation, immunization records, records of academic performance, disciplinary actions, attendance, and documents required pursuant to the statewide assessment system under ORS 329.485(1), and any documentation required under federal and state laws regarding the education of students with disabilities. RCS personnel will enter the data for attendance, academic performance and assessments, discipline and immunizations, into the District's Student Information System.

- (b) **Accountability.** RCS shall be accountable to the District for all records established and maintained in accordance with the provisions of this Charter, RCS policy, and federal and state law shall be open to inspection by the District. RCS is obligated to collect and provide such data regarding staffing, student enrollment, student records, school operations and compliance with the Charter School Act and this Charter, with reasonable notice/request by the District.
- (c) **Student Assessment.** Tools used to monitor student progress shall include, but not be limited to, state benchmarks and tests, records of achievement (such as portfolios, teacher observations, projects, rubrics, journals, and student self-assessments), teacher reports, parent/teacher/student conferences and recognition by local civic organizations and service learning partners. Non-academic measures will include disciplinary actions, attendance rates, student participation in service learning activities, and surveys of student and parent satisfaction. RCS may elect to change the foregoing tools and measures from time to time as RCS, at its discretion, determines which ones are most effective. However, at no time shall RCS be in violation of ORS 338 or the federal Every Student Succeeds Act.
- (d) **List of Staff.** RCS shall provide the District with a list not later than August 10 of each year containing the names, job positions, Social Security numbers, and licensure/registration details of all teachers hired using charter school funds. For any individual hired to a teaching position after the beginning of an academic year, RCS shall provide the District with the above required information no later than 30 days after the individual's initial date of hire.
- (e) **Annual Charter School Act Report.** RCS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of RCS and student performance to District and the State Board of Education. RCS will produce an annual report in accordance with ORS 338.095(2), which will be delivered to the District by January 31 of each year. RCS shall make a presentation to the District Board regarding the annual report at a regular meeting of the District Board. The annual report will provide data to determine the adequate operation and competent management of the charter school, based on sound fiscal and school management principles and in accordance with the Municipal Audit Law, and other applicable laws and policies. The annual report will include the following:

1. Summary data on the progress toward meeting its mission statement and academic goals and objectives;
  2. The audited financial statements of RCS, including proofs of insurance;
  3. Student attendance and student discipline information;
  4. Results of student performance assessment;
  5. Information necessary to determine whether RCS complies with Federal and State Law, the Charter School Act and this Charter; and
  6. A summary of all corrective action plans and their effectiveness pursuant to Section 6(b)(2) above.
- (f) **Policies.** RCS shall furnish to the District copies of any written policies or procedures adopted by its Board. At no time shall RCS adopt a policy that is in violation of ORS 338, federal law, or this Charter. If an adopted policy is in conflict with any provision of ORS 338, federal law, or this charter agreement, it shall be void.
- (g) **Annual Site Visit and Compliance Review.** Pursuant to ORS 338.095(1) the District or its designee shall conduct a site review of RCS annually.

### ***SECTION 9. Financial Management, Funding, Reporting and Accountability.***

- (a) **Operational Powers.** Subject to the conditions and provisions of this Charter, RCS, through its Board, shall be fiscally responsible for its own operations. Staff at RCS will be hired and funded by RCS. RCS will allocate, disburse, and account for the expenditure of charter school funds, which include, but are not limited to, the charter school incentive grants, State School Fund payments received through the District and donations.
- (b) **District Funding.**
1. **Funding Agreements.**
    - A. The District agrees to fund RCS at ninety-five (95%) percent of the District's General Purpose Grant per ADMw as calculated pursuant to ORS 327.013.
      - i. This amount will be the product of the District's rate for charter schools (from the regularly posted ODE Finance Office State School Fund Grant updates for the next school year's funding estimate) times the ADMw for RCS times 0.95.
      - ii. This amount will appear as a single line item in the District budget for the next school year.
    - B. The actual dollar amount will be agreed upon by both RCS and the District and acknowledged in a Budget Allocation agreement, to be

signed no later than June 30 of each year for the following school year. Amendments may be made as ODE revises their SSF estimates.

C. In addition to the funds allocated for the current year, a reconciliation of funds earned under this section and funds paid to RCS under Section 9(b)(1)(C) for each new finalized year will be prepared by the District. Funds earned are calculated at the rate appropriate for the year being reconciled. Finalized means that the final ADMw of the District and the final State School Fund Charter School rate have been determined by the Oregon Department of Education. The amount due to or from RCS resulting from this reconciliation will be included on the Budget Allocation agreement signed no later than June 30.

## 2. **Determination of ADMw for RCS.**

- A. ADMr will be based on the projected enrollment at RCS for the following year, projected enrollment shall be the maximum enrollment allowed under this agreement.
- B. For purposes of calculating the weighted ADM (ADMw), it shall be assumed that RCS has the same percentage of children in poverty families, as calculated under ORS 327.013(1)(c)(A)(v)(I) as the District. Based on this percentage, an additional amount shall be added to the ADMr of the charter school.
- C. This ADMw funding will NOT include any additional funding for Special Education students (as outlined in ORS 338.165) since the responsibility of providing these services will remain with the District.
- D. The ADMr will be increased by the number of students that are enrolled and receiving services at RCS that are eligible for and enrolled in an English as a second language program under ORS 336.079. These students will be weighted at the rate established by ORS 327.013(1)(c)(A)(ii).
- E. The ADMr will be increased by the number of students that are enrolled and receiving services at RCS in an eligible pregnant and parenting teen program. These students will be weighted at the rate established by ORS 336.640(4).

3. **Disbursement of Basic School Support Funds to RCS.** These funds will be disbursed within 10 days of the District receiving them from the State School Fund as required by ORS 327.095 and pursuant to ORS 338.155(8).

4. **Adjustment of Funds Appropriated for RCS.** Funds allocated for RCS for a school year may be adjusted at any time that ODE adjusts the state school fund only if basic school support provided to the District by the State increases or decreases by more than 2% from the amount calculated under this section or as agreed upon by the district and charter school.
  5. **Refund of Unspent Funds.** In the event that this Charter is revoked or is not renewed by the District, RCS shall refund to the District all unspent District funds in accordance with the Charter School Act.
- (c) **Other Sources of funds for RCS.** The parties acknowledge that RCS is or may be entitled to other state and federal sources of funds for schools, which are not included in the per-capita funding described in this Charter. In addition, RCS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that RCS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. RCS shall include all gifts, donations, and grants in its financial reports. Any gifts, donations, or grants solicited by RCS for the benefit of RCS shall not obligate the District in any way.
- (d) **Budget.** On or before April 15 of each year, RCS shall submit to the District its proposed budget for the upcoming school year. The District shall have until May 15 to comment on the RCS budget if the budget does not demonstrate sufficient funding to support its projected operations, or contains erroneous information concerning the funding that will be supplied by the District, or is inconsistent with generally accepted accounting principles. The District shall make its recommendations [including an estimated allocation amount based on the calculations set forth in Section 9(b) above] to RCS in sufficient detail to enable RCS to amend its budget by May 15. The District may comment on the RCS budget after May 15. The District acknowledges that RCS is not subject to the provisions of local budget law or to other accounting standards applicable to school districts except as required by the Charter School Act. On or before September 1<sup>st</sup> of each year, RCS shall submit to the District the Board's adopted budget for the upcoming school year. RCS shall file a copy of its adopted budget, and all amendments to its budget, with the District.
- (e) **Financial Records, Audits and Accounting Reports**
1. **Standards.** RCS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and generally accepted accounting principles ("GAAP") applicable to governmental accounting in Oregon.

2. **Periodic Reports.** RCS will provide the District with copies of its quarterly and fiscal year annual accounting reports. The District, at its discretion and expense, may obtain an independent auditor's review and opinion on the financial stability of RCS. RCS shall cooperate with the independent auditor in all respects related to said audit. RCS shall submit quarterly income and expense reports, a balance sheet showing liabilities and assets and an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due to the District by the following dates: October 15<sup>th</sup>, January 20<sup>th</sup>, April 15<sup>th</sup>, and August 15<sup>th</sup>. RCS will use state fund accounting numbers for expenditures in the reports they provide the District.
  3. **Annual Audit.** RCS shall have an annual audit of the charter school's accounts, in accordance with the Municipal Audit Law ORS 297.405 to 297.555 and 297.990. RCS shall cooperate with the auditor retained by the District.
- (f) **Revision of Bylaws.** If the RCS Board proposes to adopt revisions to the Riverbend Community School Bylaws, Mission Statement, and/or any other documents that might impact the success of RCS, RCS shall provide a copy of the proposed revision to the District no later than thirty (30) days prior to adoption unless mutually agreed upon at an earlier date.

#### ***SECTION 10. RCS Personnel Procedures***

- (a) **RCS Authority; Status of RCS Employees.** RCS has the right to set all terms and conditions of employment, subject only to state and federal laws and any applicable employment agreements. The RCS administrator will evaluate the staff employed by RCS. District employees assigned to RCS shall be under the direct supervision of District staff. RCS will provide input to the supervisor of District staff on their assignment, scheduling, and evaluation, however, the final decision on their placement, schedule, and responsibilities will lie with the District.
- (b) **Policies.** For staff who are employed by RCS, RCS will establish policies that comply with all applicable federal and state laws regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Such policies, once adopted, shall be forwarded to the District within thirty (30) days of RCS approval.
- (c) **Payroll.** Staff at RCS, except District staff assigned to RCS, shall be employed by RCS.
- (d) **Benefits.** RCS staff will receive benefits as determined by RCS.

1. **PERS.** As required by the Charter School Act, RCS shall participate in the Public Employees Retirement System (PERS) for its employees, as long as required by law.
  2. **Employee Welfare and Safety.** RCS shall comply with applicable federal and state laws concerning employee welfare, safety and health issues.
- (e) **Employee Records.** RCS shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records. RCS shall comply with ORS 342.850(8) and adopt rules governing access to personnel files. RCS shall provide the District with all personnel information necessary for the District to comply with the requirements of the Every Student Succeeds Act.
- (f) **Substitutes.** RCS will be responsible for providing substitutes for RCS staff.
- (g) **Licensure.** Any person employed as a teacher at RCS shall be licensed or registered to teach by the Teacher Standards and Practices Commission (TSPC). Fifty percent of full-time equivalency of RCS teaching and administrative staff shall be licensed by the TSPC, as required by ORS 338.135.
- (h) **Professional Development.** RCS shall provide professional development opportunities to RCS staff as provided for by state law, and any applicable employment agreements. RCS may collaborate with the District for joint professional development opportunities.
- (i) **Teacher Standards & Practices Commission (TSPC) Obligation.** RCS shall meet any and all reporting obligations to the TSPC regarding its teaching and administrative staff.
- (j) **Fingerprinting and Criminal Background Checks.** RCS shall not employ any individual for whom fingerprinting and a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District policy and administrative rule. RCS shall not allow an individual volunteer to work with children for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District policy and administrative rule. RCS shall initiate all criminal background checks required by ORS 342.223, ORS 326.603 and ORS 326.607. RCS shall provide a copy of the results of all fingerprinting and criminal background checks to the District within fourteen (14) business days of their receipt unless they are otherwise provided to the District by the Department.

## ***SECTION 11. Termination.***

With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter term, this Charter may be terminated as provided in this Section 11.

**(a) Termination by the District Subject to 60-day Notice.** The District may terminate this Charter upon not less than sixty (60) days prior written notice to RCS upon the occurrence of one of the following events.

1. **Breach of Charter.** Breach by RCS of any material term or condition of this Charter or ORS 338, other than a breach or condition described in subsection 11(c), which continues for more than thirty (30) days after RCS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents its cure within thirty days, then this Charter may not be terminated if within the thirty-day period, RCS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion. Material terms and conditions include, but shall not be limited to, breach of any condition or requirement set forth in the Charter School Act, the terms of this Charter, or any state or federal law applicable to RCS under ORS 338.115 of the Charter School Act; or financial instability, failure to maintain minimum enrollment or maintain the insurance described by this agreement, as described in Sections 11(a)(2)-(5) below.
2. **Financial Instability.** Financial instability of RCS is grounds for the District to terminate this charter. Financial instability may include, but is not limited to, the following: the expenses of RCS exceed revenues for two consecutive years; failure by RCS to pay its debts when due and payable; failure by RCS to adopt an appropriate and realistic contingency plan for any projected revenue deficits and other contingencies; the filing in any bankruptcy court of any claim for relief from or by RCS's creditors or the opinion of an independent auditor following an audit, pursuant to Section 9(e)(2) above.
3. **Failure to Maintain Minimum Enrollment.** This Charter may be terminated if RCS fails to maintain an enrollment of at least 25 full-time enrolled students.
4. **Failure to Meet the Requirements of Student Performance Required by State or Federal Law.**
5. **Failure to Maintain Insurance as Described by this Agreement.**

**(b) Notice and Right of Appeal.** The District shall notify RCS at least 60 days prior to the proposed effective date of any termination under subsection 11(a). The notice shall state the grounds for the termination. The RCS Board may request a hearing

by the District's governing body by written request within ten (10) days of the notice of termination. RCS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable state law.

**(c) Termination by District Without Notice.** The District may terminate this Charter immediately and close the RCS school if the school is endangering the health or safety of the RCS students, or if RCS no longer qualifies as a nonprofit organization under the laws of Oregon or an exempt organization under section 501(c)(3) of the Internal Revenue Code.

1. **Hearing on Termination.** The RCS Board may, in writing, request a hearing from the District's governing body on the termination of this Charter under this subsection 11(c). The District shall hold a hearing within 10 days after receiving the request.
2. **Appeal to Board of Education.** The RCS Board may appeal a decision of the District under this subsection to the State Board of Education.
3. **School Closure Pending Appeal.** Throughout the appeals process, RCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open RCS school and to not terminate this Charter.

**(e) Termination by District for Lack of Funding.** The District may terminate this Charter at the end of a grading period, and upon such notice as may reasonably be given, if the District should become unable to receive or remit state funding to RCS for a period greater than RCS has the resources to continue operation without receiving funds from the District, as provided herein for reasons beyond the District's control.

**(f) Termination by RCS.** RCS may only terminate this Charter, dissolve or close the RCS school at the end of a grading period with not less than 180 days written notice prior of the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of the RCS Board.

**(g) Effect of Termination.** Termination of this Charter shall not abridge RCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is terminated, all RCS assets that were purchased with public funds shall be given to the State Board of Education, subject to subsection (g). Notwithstanding the foregoing, and to the extent permitted by law, in the event of a termination of this Charter, all assets provided to RCS which were the sole property of the District shall be returned to the District. Except for assets purchased with public funds or donated by the District, RCS shall be entitled to keep any assets provided to RCS through gifts, grants or donations other than

from the District or the state and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and Bylaws.

- (h) Low Value Assets.** RCS shall maintain records of purchases of all assets that cost \$500.00 or more. These records shall indicate whether the assets were purchased with public funds or non-public funds. The parties acknowledge that assets costing less than \$500.00 may have little value at the time subsection (f) applies. Therefore, RCS will not be held responsible by the District for identifying assets costing less than \$500.00 and purchased with public funds and giving them to the State Board of Education, but the District does not waive any rights that the State Board of Education may have to enforce ORS 338.105(6). If RCS does not maintain records of purchases for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

## ***SECTION 12. Status of Parties.***

- (a) Acts of RCS Not Binding on District.** RCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. RCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that RCS's authority to contract is limited to its own corporate powers and additional power granted to RCS by the Charter School Act or state law.
- (b) District Disclaimer of Liability.** The parties to this Charter expressly acknowledge that RCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to, at any loss arising from:
1. The acts or omissions of the RCS, its directors, trustees, agents or employees
  2. The use and occupancy of the building occupied by RCS or any matter in connection with condition of such building; or
  3. Any debt of contractual obligation incurred by RCS.
- (c) Mutuality.** The District has no power to bind RCS or to enter into a contract that would bind RCS; the District is not operating as the agent or under the direction or control of RCS.

## ***SECTION 13. Indemnification.***

**(a) Indemnification by RCS.** To the extent not covered by insurance or otherwise barred or limited by the Oregon Tort Claims Act in ORS Chapter 30, RCS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from: (1) the possession, occupancy or use of any property by RCS (including after-school use of buildings by outside groups), its faculty, students, patrons, employees, 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 directly out of or are in any manner connected with RCS's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at RCS whose negligent or wrongful act or omission is caused or directed by District. This indemnification shall not apply to any damages incurred regarding any act or omission of RCS or the RCS Board that is later determined to be required by law or this Charter. RCS agrees to indemnify, hold harmless and defend the District from all contract claims in which RCS has obligated the District without the District's prior written approval, provided that the District shall deny liability for such obligation. 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.

**(b) Indemnification by District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold RCS, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from: (1) civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind which arise directly out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any RCS 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 RCS whose negligent or wrongful act or omission is caused or directed by RCS. 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 Charter. 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.

**(c) Survival of Indemnification.** The obligations of either party hereunder to indemnify, defend and hold the other harmless shall survive the termination of this Charter. 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.

#### **SECTION 14. *Dispute Resolution.***

In the event any dispute arises between the District and RCS concerning this Charter, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and RCS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. Neither party shall be prohibited from seeking review of any matter from the State Board of Education in any legally available forum contained herein, or in ORS Chapter 338. Notwithstanding the foregoing, either party may seek remedy for breach in any appropriate forum.

#### **SECTION 15. *Miscellaneous Provisions.***

- (a) Entire Agreement.** This Charter, with appendices and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- (b) Governing Law.** This Charter shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- (c) Assignment.** This Charter may not be assigned or delegated by either party under any circumstances. It is expressly understood that the powers granted by this Charter runs solely and exclusively to RCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of RCS shall be deemed to be an assignment by RCS. This subsection does not limit the right of RCS to enter into contracts and agreements to the full extent allowed under this Charter and allowed to charter schools under Oregon law.
- (d) Amendment.**
  - 1. In General. Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between RCS and the District Superintendent or his/her designee. Both the District Board and the RCS Board must approve modifications.
  - 2. Changes in Law. The parties intend for this Charter to include any amendment, deletion or change in law, which, by its own terms, is made applicable to this Charter. If either party becomes aware of any such

change in the law, that party will promptly give notice to the other party, and thereafter the parties will work together in good faith to write and execute any appropriate amendments to the Charter reflecting such change in the law. In addition, if the state develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect RCS, RCS and the District shall review this Charter and determine whether this Charter shall be amended.

- (e) **No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.
- (f) **Severability.** If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.

**SECTION 16. Notice; Designated Representatives.**

- (a) **Notice.** Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgment of receipt) or one day after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

**Riverbend Community School**  
Attn: Executive Director  
400 East Scenic Drive  
The Dalles, OR 97058

**North Wasco County School District No. 21**  
Attn: District Superintendent  
3632 West 10<sup>th</sup> St.  
The Dalles, OR 97058

- (b) **Designated Liaison.** Each party shall appoint in writing one or more designated representatives for the purposes of day-to-day communication between the parties. Notwithstanding Section 16(a) of this Agreement, whenever this Agreement provides for the production of any document, information, or thing by either party to the other, the producing party shall be deemed to have complied with the Agreement by production to the Designated Liaison. Until further notice is provided by a party, the designated liaison of the parties shall be as follows:

**Riverbend Community School**  
Executive Director: Stacey Shaw  
Phone: (541) 705-0069

**North Wasco County School District No. 21**  
Superintendent: Dr. Carolyn Bernal  
Phone: (541) 506-3420  
Fax: (541) 298-6018

E-mail: [shaws@nwasco.k12.or.us](mailto:shaws@nwasco.k12.or.us)

E-mail: [bernalcn@nwasco.k12.or.us](mailto:bernalcn@nwasco.k12.or.us)

**SECTION 17. Power of District Liaison or Superintendent.**

The District hereby represents and warrants that the liaison or Superintendent may exercise the functions and power of the District Board provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the District Board.

**SECTION 18. RCS Authority to Enter into Contract.**

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

**IN WITNESS WHEREOF**, the parties have executed this Charter as of the date below.

**Riverbend Community School**

**North Wasco County School District No. 21**

By: \_\_\_\_\_  
RCS Board Chairperson

By: \_\_\_\_\_  
N. Wasco Board Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## North Wasco County School District #21

### BOARD ACTION

Date August 26<sup>th</sup>, 2021 Action Requested **Re-adopt the 2021-2022 School District Calendar**

#### **DISCUSSION:**

House Bill 2168 was recently signed into law making June 19<sup>th</sup> a legal holiday. ORS 187.010 is amended to read that Juneteenth on June 19<sup>th</sup> is now a legal holiday and school districts are required to be closed on legal holidays.

District staff are recommending the school board approve the revised 2021-2022 School District Calendar to align with state law.

#### **ACTION:**

*I move to approve the revised 2021-2022 School District Calendar as recommended.*

*Questions about this request can be forwarded to Dr. Carolyn Bernal, Superintendent.*

3632 West 10<sup>th</sup> Street, The Dalles, OR 97058  
541-506-3420 Fax 541-298-6018

*"The North Wasco County School District is an equal opportunity educator and employer."*

**North Wasco County School District 21**  
**2021-2022 School District Calendar**  
**RE-ADOPTED - August 26th, 2021**

**Late Start - Early Release**  
**Wednesday**  
**K - 8th grade ONLY**

July 2021				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August 2021				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
2	Teaching		6	Contract

September 2021				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6 H	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
21	Teaching		22	Contract

October 2021				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
20	Teaching		20	Contract

November 2021				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11 H	12
15	16	17	18	19
22	23	24	25 H	26
29	30			
15	Teaching		19	Contract

December 2021				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
13	Teaching		13	Contract

LEGEND				
Non-Contract = NC, Holiday = H (No School)				
State Inservice, Trainings (No School)				
Conference Comp Day (No school)				
Teacher Work Day (No school for students)				
Late Start (6-8th) / Early Release (K-5th)				
Break (No school)				
District / Building Inservice Day (No school for students)				

August	
19-20	Invitation to attend trainings (Principal designated)
23	New Staff Inservice
24-25	District / Building Inservice
26-27	Teacher Work Day / No School for students
30	1st day school K-5th, 6th & 9th Orientation
31	First day of school - 6-12th grade

September	
6	Holiday: Labor Day

October	
8	State Inservice - Non-Contract - No School

November	
11	Holiday: Veterans' Day
19	End of Trimester
22	Conf Comp Day / No School
23	Non contract day / No School
24	Non contract day / No School
25	Holiday: Thanksgiving
26	Non contract day / No School
29	Teacher Work Day / No School for students

December	
20-31	Winter Break

January	
3	School resumes after Winter Break
17	Holiday: MLK / Non-Contract Day / No School

February	
11	Licensed Staff Inservice Day
21	Holiday: Non-Contract Day / No School

March	
10	End of Trimester
11	Teacher Work Day / No school for students
21-25	Spring Break

April	
27	Conference Comp Day / No school
30	Holiday: Memorial Day

June	
4th	High School Graduation
10	Last Day of School for students / end of trimester
13-14	Teacher Work Day / No school for students
20	Holiday - Juneteeth

January 2022				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17 NC	18	19	20	21
24	25	26	27	28
31				
20	Teaching		20	Contract

February 2022				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21 NC	22	23	24	25
28				
18	Teaching		19	Contract

March 2022				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
17	Teaching		18	Contract

April 2022				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
21	Teaching		21	Contract

May 2022				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 H	31			
20	Teaching		22	Contract

June 2022				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20 H	21	22	23	24
27	28	29	30	
8	Teaching		10	Contract

Teacher Contract Days

Student Contact Days K-12th

190

174 / 175