

**Charter School Contract
between
Forest Grove School District
and
Forest Grove Community School**

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Forest Grove Public School District (“District”) and the Forest Grove Community School (“School”), an Oregon nonprofit corporation.

RECITALS

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

WHEREAS, on November 6, 2006 an application was submitted by Forest Grove Community School for the formation of the Forest Grove Community School as a public charter school to operate within the School District; and

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

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

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

WHEREAS, by a resolution adopted February 12, 2007 (attached and incorporated as Exhibit A) the District Board conditionally granted the application contingent upon negotiation and execution of a contract acceptable to Forest Grove Community School and the District and other elements enumerated in Section 2 of this Contract; and

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

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

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

CONTRACT

1. Grant of Charter

The Forest Grove Community School Charter is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate a single public charter school located within the boundaries of the Forest Grove Public School District as described herein.

2. Effective Date

This Contract shall commence on July 1, 2007, and shall expire on June 30, 2010.

3. Educational Program, Student Assessment and Curriculum

A. Age and Grade Range

- (i) During its first year of operation, the Charter School may provide instruction to students in kindergarten through twelfth grade. In subsequent years, the Charter School may add grades to those served in the first year, including kindergarten and up to and including twelfth grade. The Charter School will notify District by April 1st of each year regarding which grades will be added the following school year.
- (ii) As provided in state law, currently ORS 338.115(5), the Charter School shall maintain an active enrollment of at least twenty-five (25) students. The total maximum enrollment will not exceed 250.
- (iii) The Forest Grove Community School shall follow District policy regarding age and admission eligibility for kindergarten and first grade students.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of Forest Grove Community School's instructional programs outlined in Section 3 (C) below.

- (i) The Forest Grove Community School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract in a manner which is consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum designed and implemented by the Forest Grove Community School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.
- (iii) The Forest Grove Community School will comply with all state requirements concerning academic content areas as defined in ORS 329.045.

- (iv) The Forest Grove Community School will obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as changing the academic focus of the Forest Grove Community School or adopting a curriculum that does not meet district or state standards. Any such fundamental change would require an amendment to this contract.

C. Educational Program

See Exhibit B

D. Student Assessment

- (i) All students enrolled and attending kindergarten through twelfth grade at the Forest Grove Community School shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the federal No Child Left Behind (NCLB) assessment requirements.
- (ii) If any of the assessments described in Section 4, Paragraph D, subparagraph (i) of this Contract are discontinued, the parties shall mutually agree on the assessment tool to be used by the Forest Grove Community School to determine the student performance standards for the Forest Grove Community School's students.

E. Records

The Forest Grove Community School shall comply with all record keeping requirements of federal law pertaining to student records and shall cooperate with the District by providing key reports or records to the District, as necessary, to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education.

F. Nondiscrimination

The Forest Grove Community School shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, or political beliefs and/or affiliations.

G. Nonreligious

The educational program of the Forest Grove Community School shall be nonreligious and nonsectarian.

H. Open Enrollment

- (i) For each school year covered by this Agreement, enrollment shall be open to any child eligible to attend grades served subject to state law (currently ORS 338.125(1)).
- (ii) Maximum enrollment during each school year covered by this Agreement shall be limited to 250 students.
- (iii) The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract at a semester break if student enrollment in the Forest Grove Community School falls and remains below 25 students for thirty (30) days or longer during any school year.

I. Admission

Admission of students to the Forest Grove Community School shall be conducted in accordance with state law (currently ORS 338.125 (1) and federal law. "Admission" means that the student has (1) applied to the Forest Grove Community School; (2) successfully completed the lottery; and (3) been formally accepted as an Forest Grove Community School student by the Forest Grove Community School and, in the case of a student who is eligible for special education and related service under the Individuals with Disabilities Education Act, the resident district's Individual Education Plan or Program (IEP) team deems the Forest Grove Community School to be a proper placement.

J. Enrollment Process

- (i) Forest Grove Community School is a school of choice. Enrollment at the Forest Grove Community School is and must be voluntary. All students, including students with disabilities, who are residents of the District, are eligible for enrollment. Age and grade are the only criteria.
- (ii) If the number of applications from resident students exceeds the number of spaces available, the Forest Grove Community School must select all students for enrollment through an equitable lottery. If space is available, the Forest Grove Community School may admit students from out of the District.
- (iii) After the Forest Grove Community School has met its student capacity, two waiting lists will be established. A resident student waiting list for each age level will be established with the order being established through an equitable lottery. Also, a non-resident student waiting list will be established for each age level with the order being established through an equitable lottery. School student vacancies will be filled by using the waiting lists. Students on the resident waiting lists at each grade level will fill vacancies prior to students on the non-resident list. Students who apply after the final annual enrollment period has closed will be added to the respective list on a first come, first served basis.

- (iv) This process may be modified in accordance with any waiver granted by the Oregon State Board of Education.

K. Preferences after First Year

As provided in ORS 338.125(1), in subsequent years of operation the Forest Grove Community School may give admissions preference to students who were enrolled in the Forest Grove Community School in the prior year and siblings of students enrolled and attending the Forest Grove Community School.

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

L. Student Attendance, Conduct and Discipline

- (i) The Forest Grove Community School shall implement a system of uniform student conduct. The Forest Grove Community School shall notify its students of the students' rights and responsibilities at the beginning of each school year, or as a student meets the admission requirements as stated in this Contract. The Forest Grove Community School shall maintain accurate enrollment data and daily records of student attendance and shall provide this data to the District on a monthly basis by no later than the 5th of each month.
- (iii) The Forest Grove Community School shall notify the District immediately upon a student being expelled from the Forest Grove Community School.
- (iv) The Forest Grove Community School and the District shall each extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

M. Education of Students with Disabilities

The Forest Grove Community School shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children under the Individuals with Disabilities Education Act ("IDEA"). Compliance by the Forest Grove Community School includes, but is not limited to, the following:

- (i) The Forest Grove Community School shall comply with all District policies regarding discipline of special education students;
- (ii) The Individual Education Plan and Program (IEP) team are determined by federal law;
- (iii) The student's IEP team will determine the appropriate educational program and placement for the student. The Forest Grove Community School shall abide by the IEP team's decision on program and placement;
- (iv) The Forest Grove Community School staff shall comply with training required

by an IEP team for delivery of services to an Forest Grove Community School student. Required training shall to the extent possible be conducted after the end of the instructional portion of the workday. Forest Grove Charter School employees shall incur the same expenses as District employees, if any.

- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for the Forest Grove Community School special education students shall be retained by the District, if the student is a resident of the District;
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the Forest Grove Community School site;
- (vii) For a nonresident Forest Grove Community School student eligible under IDEA, the Forest Grove Community School and the resident district may enter into a written agreement for the provision of special education services to the student. The District is in no way responsible for these services or the costs thereof;
- (viii) The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of the Forest Grove Community School. The Forest Grove Community School shall not change the student's placement or IEP without IEP team action;
- (ix) If it is required as a related service on an Forest Grove Community School student's IEP, the District will provide transportation to Forest Grove Community School.
- (x) The Forest Grove Community School shall notify the student's resident district if a student may need special education services.
- (xi) If, after a student is enrolled and attending the Forest Grove Community School, the staff of the Forest Grove Community School suspect a student may be eligible for special education and related services under IDEA the Forest Grove Community School shall comply with the District practices and policies for referral of the student for evaluation.
- (xii) The District retains responsibility for offering and providing a free appropriate public education to all resident special education students who attend the Forest Grove Community School.

N. Tuition and Fees

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

and 339.155). The Forest Grove Community School shall not charge tuition for its half-day kindergarten program, but may charge tuition for the second half of any full-day kindergarten program that it chooses to make available as an option to enrolled kindergarten students.

O. Student Welfare and Safety

The Forest Grove Community School shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.

- (i) The Forest Grove Community School is responsible for the reporting of child abuse and neglect in accordance with state law (currently ORS 339.370, 372 and 375).
- (ii) The Forest Grove Community School shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect.
- (iii) The Forest Grove Community School shall comply with state and federal law relating to drug administration to students.
- (iv) The Forest Grove Community School shall comply with OAR 548-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

P. School Year; School Day; Hours of Operation

The Forest Grove Community School shall operate an instructional program in accordance with Exhibit B. Students will receive at least the minimum number of annual instructional hours pursuant to state laws or administrative rule. The 2007-08 school calendar shall be similar to the District's school calendar. In subsequent years, the Forest Grove Community School's calendar may differ from the District's calendar. Forest Grove Community School will determine its school calendar annually and will provide a copy to the District by May 15th of each year.

Q. Alternative Education Model

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

R. Participation in District Offerings

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

5. Evaluation of Student Performance and Procedures for Corrective Action

Reasonable Progress

A. The Forest Grove Community School shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with those set forth in Exhibit B and this section, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

B. Curriculum Alignment

The learning goals for Forest Grove Community School students will be aligned to the Oregon Standards and clearly outlined in each student's Personal Education Plan. All additional assessments used by the Forest Grove Community School to measure and monitor student progress, will be based on Oregon Standards.

C. Statewide Assessment

The Forest Grove Community School will fully participate in the Oregon statewide assessment system. The Forest Grove Community School will administer the Oregon statewide assessments to its students on the same schedule as the Forest Grove School District.

D. Information from the District

The District will provide the Charter School the same assessment result information as all other District schools with disaggregated data for comparison and goal-setting purposes.

E. Student Participation

Forest Grove Community School will ensure that no less than 95 percent of the students in each grade participate in the statewide assessments.

F. The Forest Grove Community School will pursue Adequate Yearly Progress (AYP) as established by the state of Oregon under the federal No Child Left Behind Act (NCLB) of 2002 and as measured by participation rates and scores on the Oregon Statewide Assessments, attendance and any other criteria used by the state to determine AYP for all public schools. Forest Grove Community School will be subject to applicable federal and

state sanctions for any failure to make AYP.

- G. Each subgroup identified in NCLB will make Adequate Yearly Progress, as established above and measured by the Oregon Statewide Assessments.
- H. Either the District or School will identify student or school performance that has fallen below specified annual achievement goals, and notify the other party in writing. Within 60 calendar days of this occurrence, the School will develop plans to address the identified deficiencies and will describe those plans, anticipated results of their implementation, and specific steps of correction in a written Plan of Correction that is acceptable to the District. The District and School will agree upon a process, timelines and monitoring of the Plan of Correction.
- I. The Forest Grove Community School shall report to the District the Forest Grove Community School's student scores on any of the statewide assessments within ten (10) business days of receiving the scores.
- J. The District shall report to the Forest Grove Community School the same state assessment result information as all District schools with disaggregated data for comparison and goal-setting purposes as soon as possible but not beyond thirty (30) business days of receiving those scores.

6. Economic Plan, Budget and Annual Audit

A. Funding

- (i) For kindergarten through Eighth-grade students: The District shall provide funding to the Forest Grove Community School in an amount per weighted average daily membership (ADMw) of the Forest Grove Community School that is equal to 85 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for the Forest Grove Community School students in grades kindergarten through eighth except as amended by this Contract under Section 4, paragraph J, subparagraph (v) for students eligible for special education services under IDEA. Funding shall be determined based on enrollment as of the date by which the District must submit its December Report to the Oregon Department of Education. So long as the Forest Grove Community School is not in violation of ORS Chapter 338, this funding will be made available to the Forest Grove Community School, commencing on the date set forth and according to the distribution schedule set forth in Section 6, paragraph C, subparagraph (vi) below. The District, at its sole discretion, may advance funds to the Forest Grove Community School upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1st. In addition, to the extent the District experiences any reduction or increase in its state funding "General Purpose Grant SB 100", proportionate reductions or increases will be made to the Forest Grove Community School by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to

school districts.

- (ii) For ninth through twelfth-grade students: The District shall provide funding to the Forest Grove Community School in an amount per weighted average daily membership (ADMw) of the Forest Grove Community School that is equal to 95 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for the Forest Grove Community School students in grades ninth through twelfth except as amended by this Contract under Section 4, paragraph J, subparagraph (v) for students eligible for special education services under IDEA. Funding shall be determined based on enrollment as of the date by which the District must submit its Fall Report to the Oregon Department of Education. So long as the Forest Grove Community School is not in violation of ORS Chapter 338, this funding will be made available to the Forest Grove Community School, commencing on the date set forth and according to the distribution schedule set forth in Section 6, paragraph C, subparagraph (vi) below. The District, at its sole discretion, may advance funds to the Forest Grove Community School upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1st. In addition, to the extent the District experiences any reduction or increase in its state funding "General Purpose Grant SB 100", proportionate reductions or increases will be made to the Forest Grove Community School by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to school districts.
- (iii) Any financial commitment on the part of the District contained in this Contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund the Forest Grove Community School operations except as expressly provided herein or in ORS Chapter 338.
- (iv) Forest Grove Community School shall provide enrollment data regarding numbers of in district students, out of district students, former home schooled students and students coming from District schools. Estimates shall be provided no later than December 10th of each year with final estimates submitted on or before March 15th of each year covered by this Contract.

B. Budget

- (i) On or before March 15th of each year, the Forest Grove Community School shall submit to the District the Forest Grove Community School proposed budget for the upcoming school year.
- (ii) On or before July 15th of each year, the Forest Grove Community School shall submit to the District the Forest Grove Community School adopted budget for the upcoming school year.
- (iii) The Forest Grove Community School shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this

Contract.

- (iv) The fiscal year of the Forest Grove Community School shall begin on July 1st of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.
- (v) The cost of any service(s) provided to the Forest Grove Community School by the District above and beyond the terms of this Contract shall be deducted from payments due to the Forest Grove Community School from the District's payments outlined in Section 6, Paragraph A of this Contract. The parties shall mutually agree on type of service and any affiliated costs prior to the implementation of this section.

C. Financial Records, Audits and Accounting Reports

- (i) The Forest Grove Community School agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. The Forest Grove Community School shall submit monthly income and expense reports, a monthly 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 15th of each month.
- (ii) The Forest Grove Community School shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.998. The Forest Grove Community School shall submit this audit to the District by December 15th of each year.
- (iii) The Forest Grove Community School shall provide to the District the Forest Grove Community School's Internal Revenue Service Form 990 by November 15th of each year.
- (iv) The Forest Grove Community School shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal management, provided that the Forest Grove Community School's accounting methods shall comply in all instances with applicable governmental accounting requirements.
- (v) The Forest Grove Community School shall submit by the 5th of each month to the District student enrollment counts for purposes of calculating distribution of ADMw funding to the Forest Grove Community School.
- (vi) The District shall distribute to the Forest Grove Community School funds as determined in Section 6, paragraph A, subparagraph(s) (i) and (ii) of this Contract, in the following amounts on or before the following dates for each school year:
 - July 25-16.66 percent

- August 25-8.33 percent
- September 25-8.33 percent
- October 25-8.33 percent
- November 25-8.33 percent
- December 25-8.33 percent
- January 25-8.33 percent
- February 25-8.33 percent
- March 25-8.33 percent
- April 25-8.33 percent
- May 25-8.33 percent

(a) The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this Contract, the disbursement schedule of payments from the District to the Forest Grove Community School shall be modified to reflect such changes. The District shall still be required to transfer the payment due the Forest Grove Community School under this Contract within ten (10) business days of the receipt of such payment from the State School Fund. [For example should the Oregon Legislature amend the State School Fund disbursement schedule and move the May 2008 payment to July 2008, the District shall not be required to transfer the payment to the Forest Grove Community School until ten (10) business days after the District has its State School Fund disbursement in July 2008.]

(vii) In the event that this Contract is revoked, terminated or not renewed by the District, the Forest Grove Community School shall refund to the District all unspent public funds that were given to the Forest Grove Community School by the District.

(viii) The parties acknowledge that under ORS 338.155(9)(b) the Forest Grove Community School is entitled to other state sources of funds from the Oregon Department of Education that is available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract.

- (ix) The parties acknowledge that under ORS 338.155(9)(a) the Forest Grove Community School may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
 - (x) The Forest Grove Community School may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this Contract. In the event that the Forest Grove Community School solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. The Forest Grove Community School shall annually report all gifts, donations and grants to the District by recording same in the financial records described in Section 6, paragraph C above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless the Forest Grove Community School is required to disclose this information under law.
 - (xi) The Forest Grove Community School shall provide the District with all copies of letters and the audit report from the Forest Grove Community School's auditor to the Forest Grove Community School Board or the Forest Grove Community School Director.
- D. Notwithstanding Section 6, paragraph C, subparagraph (vi) of this Contract the District shall not be required to forward to the Forest Grove Community School the State School Fund distribution payment for July 2007 and/or August 2007 until the Forest Grove Community School secures the necessary occupancy permits for the facility and forwarded to the District copies of the permits, as required in the parties' Memorandum of Understanding. The District shall transfer the State School Fund payments for July 2007 and/or August 2007 to the Forest Grove Community School according to schedule outlined in Section 6(c)(vi).
- E. Notwithstanding Section 6, paragraph A, subparagraphs (i) and (ii) and Section 6, paragraph C, subparagraph (vi) of this Contract, if the Forest Grove Community School has not submitted the proposed budget, the adopted budget, the required annual audit or any other financial information the District requests such as management letters, any State audits, bank reconciliations, etc. by the date the Forest Grove Community School is to provide the information to the District, the District shall withhold any and all State School Fund payments to the Forest Grove Community School until the information is received by the District.

7. Building and Facilities

- A. At the time of the execution of this Contract the Forest Grove Community School has not secured a facility. Upon execution of a rental, lease or purchase agreement for a facility the Forest Grove Community School shall forward to the District a copy of the agreement.
- B. The Forest Grove Community School may change its physical location or obtain additional facilities provided that the Forest Grove Community School fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that the Forest Grove Community School notifies the District of the proposed change in location or addition of facilities not less than thirty (30) business days prior to taking any final action in connection therewith.
- C. Should the Forest Grove Community School lease, rent or purchase part of an existing church facility then the Forest Grove Community School shall ensure that there will be no visible church signs or symbols within the school entryway, hallway or classroom. The Forest Grove Community School further ensures that the entrance to the charter school building will have a secular appearance. The Forest Grove Community School further ensures that the entrance to the charter school will be separate from the church's main entrance. The Forest Grove Community School further ensures that students shall have no exposure to religious materials. No church functions will be coordinated jointly with any the Forest Grove Community School's operation or activity.
- D. If the Forest Grove Community School is found to be in violation of Section 7, paragraph C of this Contract the District shall issue a written notice to the Forest Grove Community School requesting that the Forest Grove Community School address the issue within ten (10) calendar days of the receipt of such notice.
- E. Upon receiving a written notice to address from the District under this section the Forest Grove Community School shall address the issue that resulted in the notice being issued by the District within ten (10) calendar days of the date of receipt of such notice, and notify the District in writing that it has addressed the issue.
- F. If the Forest Grove Community School does not cure the issue that resulted in the District sending a notice under Section 7, paragraph D of this Contract within the required ten (10) calendar days, the District shall take action to terminate this Contract.
- G. Should any individual(s), group(s) or entity bring a legal action against the District asserting that the District is, or was, in violation of the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution due to the Forest Grove Community School's operation as a public charter school within the District, the Forest Grove Community School shall defend and hold the District harmless from any judgment or order. This shall include the Forest Grove Community School holding the District harmless, and reimbursing the District for any and all costs associated with defending such an action. This shall include, but not be limited to, court costs, attorney fees and any funds that were to be distributed to the District under ORS Chapter 327 which were withheld under ORS 327.109.

8. Governance and Operation

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

A. Corporate Status

- (i) The Forest Grove Community School is and shall remain for the term of this Contract an Oregon nonprofit corporation. Within thirty (30) calendar days after making any changes to its Articles of Incorporation or Bylaws, the Forest Grove Community School shall notify the District of the changes the Forest Grove Community School makes to such documents.
- (ii) The parties recognize that Forest Grove Community School is an Oregon non-profit corporation currently doing business as the Forest Grove Community School. The parties further recognize that Forest Grove Community School is also legally authorized to engage in other lawful activities consistent with its Bylaws and Oregon law, including, but not limited to, the operation of other educational programs and charter schools. If and when Forest Grove Community School decides to operate another charter school, business entity or educational program, Forest Grove Community School shall notify the District of its intent as soon as possible and such notification shall be prior to Forest Grove Community School's final decision to operate another charter school business entity or educational program. Such notification is a mandatory requirement of this contract. Upon notification, the District and Forest Grove Community School will negotiate terms that are mutually acceptable to the parties that address the District's concerns about liability and financial issues and agree on an amendment to this contract which satisfies those concerns.
- (iii) If Forest Grove Community School fails to notify the District of its intent to operate other charter schools or business entities or operations, the parties agree that this is a material breach of the contract and the District may exercise its rights of termination under the contract.

B. Nonreligious, Nonsectarian Status

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

C. Nondiscrimination

The Forest Grove Community School without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, ancestry, marital status, political beliefs and/or affiliations, or sexual orientation.

D. Public Meeting and Public Records

The Forest Grove Community School and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690 and Oregon Public Records Law, ORS 192.410 to 192.505.

E. Operational Powers

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

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

F. Third Party Contracts

The Forest Grove Community School shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this Contract.

G. Annual Report and Site Visit(s)

The Forest Grove Community School shall submit an annual report by each December 5th to the District and to the State Board of Education which will include, without limitation, the following:

- (i) The annual municipal audit required under Section 6, paragraph C of this

Contract and including proof of insurance;

- (ii) A copy of the latest school board policy book;
- (iii) Information on the performance of the school overall, including summary enrollment levels, attendance rates, student conduct and discipline data, an analysis of the students' progress toward meeting academic goals and objectives, summary data on the accomplishment of the school's educational program and operational goals, an outline of goals for the upcoming year along with an action plan to achieve those goals and evaluation plan to measure attainment of those goals; and
- (iv) Any other information the District reasonably deems necessary to demonstrate that the Forest Grove Community School is in compliance with state and federal law and the terms of this Contract. The District will notify Forest Grove Community School of any additional information it requires by September 1st of each year.

District board and staff members may visit the Forest Grove Community site at any time during operating hours. Pursuant to state law (currently ORS 338.095(1)), the District or its designee at least annually will visit the Forest Grove Community School site and review the public charter school's compliance with the terms and provisions of the charter. The District will notify the School at least thirty (30) business days in advance of any formal site visit and/or review.

H. Term

- (i) The Forest Grove Community School's charter and this Contract become effective on July 1, 2007, assuming all conditions precedent enumerated in a separate Memorandum of Understanding (Exhibit C) have been met, and will last for a period of three (3) school years.

I. Termination

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

e) Failure to maintain financial stability. The School shall be deemed to be financially stable if it can achieve the following:

- After its first year of operation, the School is able to report positive net income from operations (excluding federal charter school implementation grant funding), a positive cash balance, current assets in excess of current liabilities, and a positive unreserved ending fund balance. The determination of financial stability will be made from evaluation of the Statement of Revenues, Expenditures and Changes in Fund Balances for Governmental Funds and the Balance Sheet for Governmental Funds included in audited financial statements.

- (ii) The District shall provide sixty (60) calendar days' prior written notice of its intent to terminate the charter agreement. The Forest Grove Community School may appeal the District's decision to terminate the charter agreement directly to the District's Board. The Forest Grove Community School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. The Forest Grove Community School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the state Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, the District shall continue to make the funding payments under Section 6 of this Contract to the Forest Grove Community School.
- (iii) The Forest Grove Community School may only terminate this charter at the end of a semester. The Forest Grove Community School shall notify the District in writing at least 180 calendar days prior to the proposed effective date of termination, dissolution or closure of the Forest Grove Community School.
- (iv) In the event of termination of the Forest Grove Community School as a public charter school, all assets purchased with public funds given to the Forest Grove Community School by the District in accordance with this Contract shall be given to the state Board of Education for disbursement in accordance with state law (currently ORS 338.105(6)).

J. Dissolution

In the event the Forest Grove Community School should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that the Forest Grove Community School's legal authority to operate as a private school or other program governed by state and federal non-profit law shall not be abridged.

K. Property Inventory Control

- (i) The Forest Grove Community School shall maintain records of purchase orders and invoice records for all assets over \$100.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. The Forest Grove Community School shall provide the District with a copy of this purchase order and invoice records no later than July 15th of each year that the Forest Grove Community School operates as a public charter school in the District. For purposes of this section public funds shall include any and all funds distributed to the Forest Grove Community School:
 - (a) By the District, pursuant to ORS 338.155 and ORS 338.165;
 - (b) By the Oregon Department of Education, including any and all federal grant funds that the Forest Grove Community School may apply for and be awarded by the Oregon Department of Education; or
 - (c) By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.
- (ii) Any asset which was purchased by the Forest Grove Community School with public funds shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). The Forest Grove Community School may retain any asset which was purchased with non-public funds upon termination. If the Forest Grove Community School does not maintain records of purchase orders and invoice records for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

9. Employment Matters

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

A. Criminal Background checks

- (i) The Forest Grove Community School shall not knowingly employ an individual for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that the Forest Grove Community School operates as a public charter school under this agreement, the Forest Grove Community School shall provide to the District a

list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law (currently ORS 181.534, 181.539, 326.603, 326.607 and 342.232) and all known results of the investigation.

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

- (i) At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by TSPC pursuant to ORS 342.135, 342.136, 342.138 or 342.140.
- (ii) Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practice Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005.

C. Highly Qualified Staff for Purposes of No Child Left Behind

- (i) All teachers and paraprofessionals employed by the Forest Grove Community School who are licensed or registered with TSPC shall also comply with OAR 584-100-0090 or 584-100-0095, as applicable.

D. Building Administrator

- (i) The Forest Grove Community School shall have a building level administrator.

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

10. Insurance and Legal Liabilities

A. Insurance

- (i) The Forest Grove Community School shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth in school district policy LBE and administrative regulation LBE-AR as of the time this Contract is executed: commercial and general liability insurance; errors and omissions insurance; directors and officers liability insurance; automobile liability insurance; workers' compensation insurance; employee dishonesty insurance; property insurance.
- (ii) No later than August 1, 2007, and at any time thereafter upon request of the District, the Forest Grove Community School shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the

types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination.

B. Legal Liabilities

- (i) The following federal and state laws apply to the Forest Grove Community School pursuant to state law (currently ORS 338.115(1)) and shall be observed by the Forest Grove Community School where applicable:
 - a) Federal law.
 - b) ORS 192.410 to 192.505 (Public Records Law).
 - c) ORS 192.610 to 192.690 (Public Meetings Law).
 - d) ORS 297.405 to 297.555 and 297.990 (Municipal Financial Audit Law).
 - e) ORS 181.539, 326.603, 326.607 and 342.232 (criminal records checks).
 - f) ORS 337.150 (textbooks).
 - g) ORS 339.141, 339.147, and 339.155 (tuition and fees).
 - h) ORS 659.150 and 659.155 (discrimination).
 - i) ORS 30.260 to 30.300 (tort claims).
 - j) Health and safety statutes and rules.
 - k) The statewide assessment system developed by the Oregon Department of Education under ORS 329.485.
 - l) ORS 329.045 (academic content areas).
 - m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
 - n) ORS 339.250(12) (prohibition on infliction of corporal punishment).
 - o) ORS 339.370, 339.372 and 339.375 (reporting of child abuse).
 - p) ORS Chapter 338.
- (ii) Forest Grove Community School will also comply with any statute adopted by the Legislature and any administrative rule adopted by the Oregon State Board of Education or the Oregon Teacher Standards and Practices Commission (TSPC) regarding public charter schools.

- (iii) The Forest Grove Community School shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program upon adoption of such policy by the Forest Grove Community School's governing board.

C. Waiver

The Forest Grove Community School may apply to the state Board of Education for a waiver consistent with ORS 338.025. The Forest Grove Community School shall notify the District in writing thirty (30) calendar days prior to requesting a waiver from the state Board of Education. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will meet one or more of the waiver criterion outlined in state law (currently ORS 338.025(2)).

D. Full Faith and Credit

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

E. Indemnification

- (i) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Forest Grove Community School agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims, and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use by the Forest Grove Community School of property of the Forest Grove Community School or its landlord, its faculty, employees, students, patrons, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the acts or omissions of the Forest Grove Community School. 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 the Forest Grove Community School whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. This indemnification shall not apply to any damages incurred regarding any act or omission of the Forest Grove Community School or the Forest Grove Community School Board that is later deemed to be required by law or this Contract. The Forest Grove Community School agrees to indemnify, hold harmless and defend the District from all contract claims in which the Forest

Grove Community School has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (ii) To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the Forest Grove Community School, its Board, agents and employees harmless from all liability, claims, or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the administration of this Contract or are in any manner connected with the District's operation. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any the Forest Grove Community School Board member, officer or employee. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act of any District employee working at the Forest Grove Community School whose negligent or wrongful act or omission is caused in whole or in part, or directed by the Forest Grove Community School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (iii) This indemnification, defense and hold harmless obligation on behalf of the Forest Grove Community School and the District shall survive the termination of this Contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

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

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

G. ADA/§504 Obligations

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

H. Transportation

- (i) In accordance with ORS 338.145, the Forest Grove Community School shall be responsible for providing transportation to students who reside within the school district and who attend the Forest Grove Community School. The Forest Grove Community School shall adopt a transportation plan acceptable to the District and transmit it to the District by May 1st of each year. For the 2007-08 school year, the transportation plan shall be submitted by August 1, 2007.
- (ii) The Forest Grove Community School students may obtain transportation through the student's parent/guardian or existing public school bus lines. The District shall not be obligated to alter existing bus routes or stops or add bus routes or stops for purposes of providing transportation to the Forest Grove Community School's students. Subject to availability of space, a District bus may stop at the Forest Grove Community School facility to drop-off and pick-up the Forest Grove Community School students, if the Forest Grove Community School facility is on a designated District bus route. The District is responsible for providing transportation to the Forest Grove Community School students along existing public school bus lines within the District, if space is available.

11. Renewal of Charter

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

A. Process and Bases for Renewal

- (i) The District shall base the charter renewal decision on a good faith evaluation of whether the Forest Grove Community School is:
 - a. In compliance with ORS Chapter 338 and all other applicable state and federal laws;
 - b. In compliance with the charter of the public charter school;
 - c. Meeting or working toward meeting the student performance goals and agreements specified in Section 5 of this Contract, including any attachments to this Contract, and
 - d. Fiscally stable. Criteria used in making this determination are those criteria specified in Section 8(I)(e) of this Agreement and no audit

findings and no material misstatements of financial statements in the audit report.

- (ii) The District shall base the renewal evaluation described in paragraph (i) of this section primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review as required by state law (currently ORS 338.095) and any other information mutually agreed upon by the governing boards of the District and School.
- B. No earlier than December 15, 2009, and no later than February 1, 2010, the Forest Grove Community School may request, in writing, that this Contract be renewed.
- C. Within twenty (20) business days of receiving the written request from the Forest Grove Community School the District shall indicate in writing what additional information, if any, it will need to make its decision to renew the Contract.
- D. Within twenty (20) business days of receiving the District's request for additional information the Forest Grove Community School shall provide the requested additional information to the District.
- E. Within twenty (20) business days of receiving any additional information requested, the District shall hold a public hearing regarding the request for renewal. In the event that the District does not request any additional information from the School, the public hearing will be held within forty five (45) business days of the District's receipt of the School's request to renew the contract.
- F. Within twenty (20) business days from the date the District receives the additional information from the Forest Grove Community School, the District shall inform the Forest Grove Community School, in writing, of its decision on renewal of the Contract.
- G. If the District determines that it will renew the Contract, the two parties shall meet and negotiate a contract. It shall be the goal of the two parties to complete negotiation of the contract within ninety (90) calendar days of the date the District provides notice to the Forest Grove Community School that it will renew the contract. If it is not practically possible to complete the negotiation with ninety (90) calendar days, the parties shall work in good faith, with all due diligence, to complete negotiation of the contract as quickly as possible.
- H. The District may make the renewal of this Contract conditional upon the following factor(s):
 - (i) The Forest Grove Community School remaining in compliance with all provisions of this Contract for the remainder of the school year;
 - (ii) The Forest Grove Community School remaining in compliance with all federal laws governing public charter schools for the remainder of the school year;
 - (iii) The Forest Grove Community School remaining in compliance with all state

laws governing public charter schools for the remainder of the school year.

- I. If the District does not renew the Contract the School's governing body may address the reasons stated by the District and any remedial measures suggested by the District and submit a revised request for Contract renewal to the District. A revised request must be submitted within fifteen (15) business days of contract non-renewal. The District will then reconsider the renewal request and notify the School of its decision within twenty (20) business days of receiving the revised request.
- J. If the District determines that it will not renew the Contract, then the Forest Grove Community School shall cease to be a charter school sponsored by the District on June 30, 2010.

12. Miscellaneous Provisions

A. Entire Agreement

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

B. Governing Law

This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.

C. Assignment

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

D. Terms and Conditions of Application

The parties to this Contract agree that Exhibit B sets forth the overall goals, standards and general operational policies of the Forest Grove Community School, and that the Exhibit B is not a complete statement of each detail of the Forest Grove Community School's operation. To the extent that the Forest Grove Community School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in Exhibit B the Forest Grove Community School shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and ORS

Chapter 338.

E. Conflict between Application and Contract

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

F. District Liaison

The District shall designate, for purposes of this Contract, the District Superintendent, or his/her designee, as the official District liaison between the District and the Forest Grove Community School.

G. Amendment

This Contract may be modified or amended only by written agreement between the Forest Grove Community School and the District.

H. Notice

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) business days after mailing when sent by certified mail, postage prepaid, to the office of the Director of the Forest Grove Community School, or the office of the District Liaison.

I. Definition of Business Day

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

J. Address of Parties for Purpose of Written Notice

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

For the District:

Forest Grove Public School District
Attn. Superintendent
1728 Main Street
Forest Grove, Oregon 97321-2320

For the Forest Grove Community
School:

The Forest Grove Community School
Attn: Administrator
PO Box 294
Forest Grove, Oregon 97116

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

K. No Waiver

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

L. Dispute Resolution

In the event any dispute arises between the District and the Forest Grove Community School concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the District Superintendent for review. If the District and the Forest Grove Community School are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the District's Board shall be final and binding on the parties; provided, however, the Forest Grove Community School may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

M. Severability

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

N. Delegation

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

O. Prior Actions

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

P. Attorney Fees

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

Q. Incorporation of Application and Other Exhibits

The following Exhibits are attached and incorporated by reference: Exhibit A [District Resolution adopted February 12, 2007,] Exhibit B [the Forest Grove Community School educational program description] and Exhibit C [Memorandum of Understanding] and Exhibit D [Memorandum of Understanding].

R. The Forest Grove Community School Authority to Enter Into Contract

The Forest Grove Community School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the Forest Grove Community School and that the Board of Directors of the Forest Grove Community School has duly approved this Contract. The Forest Grove Community School shall provide a copy of its written resolution authorizing the Forest Grove Community School to enter into this Contract, to the District.

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

FOREST GROVE PUBLIC
SCHOOL DISTRICT

THE FOREST GROVE COMMUNITY
SCHOOL

Forest Grove Public School Board of
Directors

The Forest Grove Community School Board
of Directors

By: _____
School Board Chair

By: _____
School Board Chair

Date: _____

Date: _____

Approved as to form:

District Legal Counsel

**Resolution of Forest Grove School District 15 Board of Directors
Conditionally Approving the Forest Grove Community Charter School
For three (3) years.**

Resolution No. 06-07: R06

WHEREAS, The 1999 Session of the Oregon legislature enacted Oregon Revised Statutes (ORS) 338 establishing a process for charter school applicants to apply for the creation of a charter school, and the criteria with which a school district shall review and either deny or approve a charter school application; and

WHEREAS, on December 12, 2005 the Forest Grove School District 15 Board of Directors approved and adopted District Policy LBE creating the policy and administrative procedure for reviewing and evaluating a charter school application; and

WHEREAS, the Forest Grove School District 15 received an application for the creation of the Forest Grove Community School on November 6, 2006; and

WHEREAS, the Forest Grove School District 15 determined that the application submitted by the applicant complied with the minimum requirement of ORS Chapter 338 to be considered a complete charter school application; and

WHEREAS, the Superintendent of the Forest Grove School District 15 appointed an advisory committee to review the Forest Grove Community School application and make recommendations to him, that will be provided to the Forest Grove School District 15 Board of Directors; and

WHEREAS, the Forest Grove School District 15 Board of Directors held a public hearing on the provisions of the Forest Grove Community School application in compliance with ORS 338.055 (1) on January 22, 2007; and

WHEREAS, the Forest Grove School District 15 Board of Directors has reviewed the Forest Grove Community School application, the advisory committee report and the record of the public hearing, including all written and oral testimony, in accordance with ORS Chapter 338 and School district Policy LBE and Administrative Regulation LBE-AR;

NOW, THEREFORE, be it resolved by the Forest Grove School District 15 Board of Directors that the application to create the Forest Grove Community Charter School be conditionally approved to operate as a Public Charter School within the Forest Grove School District for the term of three (3) years beginning operation in September 2007, subject to annual contract reviews by June 1st of each year.

BE IT FURTHER RESOLVED that this approval to operate as a public charter school with the Forest Grove School District 15 is conditioned on the following:

1. The successful negotiation and execution of a Charter School Agreement between the applicant and the Forest Grove School District 15 Board of Directors as soon as possible with a target date of June 1, 2007; and
2. The ability of the applicant to secure 155 requests for enrollment for the 2007-08 school year by May 15, 2007; and
3. The ability of the applicant to secure a facility, acceptable to the District, for the charter school site to operate within the Forest Grove School District 15 boundaries, and submit proof of the ability to secure a facility by May 15, 2007; and
4. The ability of the applicant to provide all previously requested information to the Forest Grove School District by May 1, 2007; and
5. The ability of the applicant to secure the appropriate and necessary occupancy and safety permits for the charter school facility and give proof of these permits to the Forest Grove School District 15 Board of Directors by July 1, 2007; and
6. The ability of the applicant, to offer proof that the financial stability of the charter school is maintained after facility and staffing costs are confirmed. The applicant shall deliver a revised budget reflecting the amended facility and staffing costs to the Forest Grove School District 15 Board of Directors by July 1, 2007; and
7. The ability of the applicant to provide documentation to the Forest Grove School District 15 Board of Directors by July 1, 2007, demonstrating that the Core Knowledge Curriculum and supplemental materials that the applicant intends to use are aligned with the state content standards; and
8. The ability of the applicant to secure insurance in the amounts determined in the Forest Grove School District 15 Charter School Policy LBE and Administrative Regulation LBE-AR and deliver proof of insurance to the Forest Grove School District 15 Board of Directors by August 1, 2007; and
9. The ability of the applicant to create by August 1, 2007 and subsequently maintain a separate non-profit corporation with its own Board of Directors for the Forest Grove Community School to ensure there is no commingling of funds among and between existing charter school programs and to protect assets given the applicant by the Forest Grove School District (including State School Fund payments) from potential liability from the operation of other charter schools.

IN ACCORDANCE WITH THE ABOVE CONDITIONS BEING MET, the Forest Grove Community School is conditionally approved to operate as a public charter school within the Forest Grove School District 15 for three (3) years beginning in September 2007.

Susan Winterbourne, Chair of the Board of
the Forest Grove School District 15

Dated: _____

Attested to by:

Jack Musser, Superintendent of the
Forest Grove School District 15

Dated: _____

EXHIBIT A: EDUCATIONAL PROGRAM

FOREST GROVE COMMUNITY SCHOOL: MISSION

As founding members of the Forest Grove Community School, we believe that each person has the ability and the responsibility to use our unique gifts and talents to contribute to our communities. To foster the development of these attributes, FGCS will provide a learning environment based on the development of mutually beneficial connections between school, family, and environment so that, upon graduation, students can take their places as engaged citizens in a changing world. This dynamic learning environment will challenge students to achieve their highest academic potential through hands-on learning rooted in their community.

By immersing our students in a learning environment that promotes the development of healthy relationships to self, others, community, and environment, our students will become outstanding, intrinsically motivated, scholars; perceptive, intelligent stewards of communities and ecosystems; and active, engaged citizens.

Students at FGCS will experience:

- A rich curriculum that integrates reading, math, writing, science, social studies, and the arts into hands-on activities and projects.
- Outdoor learning, including school gardens and projects that promote sustainable living.
- Community involvement that encourages a sense of mutual respect and responsibility between students and the wider community.
- Mixed-age classrooms that respond to different learning styles.
- Opportunities to apply academic skills to real-world problems through projects that make a difference in their world.
- A small school environment with 250 students ages 5 through 18 at full enrollment.

FGCS has three core developmental goals for its students; Stewardship, Scholarship, Citizenship. In the document that follows, we will discuss the importance and relevance of each of these and show how we propose to instill these values in each of our students.

STEWARDSHIP

There are many ways to define stewardship, but all generally refer to taking care of something of value such as land, natural resources, or children. Stewardship at FGCS will be enacted in two main ways. The school will be a steward of students and of the community. The students will become stewards of their community and the ecosystem that supports it.

School as Steward: Caring for Children in a Small School with Multiage Classrooms

As a school, a place where children spend so much of their lives, FGCS takes seriously the role of caring for children. Families must feel that their children are not only being attended to academically; they must also feel confident that their children are being cared about and cared for. Elementary schools are generally good at providing a caring environment by virtue of their structure in which one teacher has responsibility for most instruction of a single group of students. When students advance to middle and high schools where the schedule asks them to move from class to class throughout the day, they often end up feeling lost and unconnected. Middle and high school teachers try to connect with all students, but a significant portion of teaching minutes are spent in behavior issues and applying discipline.

Many features of FGCS are designed to foster a school community in which all children are known and feel cared for. The small size of the school, 250 students at full enrollment, is chief among these. In a school this size, each student will be known by most, if not all, of the other students and by all of the adults. The importance of having many adults available to a child has been well documented. FGCS will be able to put this theory into practice. Students will also have the opportunity at FGCS to develop deep relationships with adults, in particular their primary teachers with whom they will study for 2-3 years in multiage classrooms.

We propose to enhance academic performance and strengthen school relationships through using multiage looping classroom structures. Both of these structures have been shown to “promot(e) strong, extended, meaningful, positive interpersonal relationships between teachers and students that foster increased student motivation and, in turn, stimulate improved learning outcomes for students” (Daniel Burke, Phi Delta Kappan, v77 n5 p360-61 Jan 1996). Parent-teacher relationships are strengthened as well, with parents reporting that they have more confidence in teachers and administrators in looping schools and are more likely to seek the school’s assistance with their children (Hampton, Mumford, & Bond, 1997).

It is common knowledge that the best way to learn something is to teach it; the multiage classroom allows children of different levels to teach and learn from each other on an ongoing basis. These research-based strategies are shown to improve academic performance and the relationships between students, teachers, parents, and the school community. To guide us as we develop this classroom structure, we rely on the expertise of a steering group member who is a highly qualified designer of successful multiage classrooms and was recognized as a Milken Family Foundation Outstanding Educator for her efforts in this area.

School as Steward: Caring for the Community as a Comprehensive School

We intend for FGCS to be a community school in name and spirit. We want this to be a school that is for, but also *by* the people, where the vast resources of our community are used to promote educational achievement and positive youth development. We will achieve this through partnerships with organizations that can bring resources, expertise, and opportunity to FGCS’s students. Pacific University’s College of Education and the Career Development Center have committed themselves to providing interns who will enhance the curriculum. The Center for Gender Equity has begun working with us on an exciting program to promote leadership in young women. The B Street Permaculture Project has offered its site as a location for student research and training. Adelante Mujeres will assist with developing programs to ensure that all families feel welcomed and well served.

In addition to partnerships with organizations that can enrich the curriculum of our students, we plan to develop intentional connections with community organizations that can positively impact children’s lives. Understanding that academic achievement is significantly affected by the circumstances of a child’s life, FGCS will work to advance the improvement of our students’ community by making our facility available for services and organizations that support the health, education, and general well-being of our families. During off-hours, summers and weekends, it is our intention that Forest Grove Community School will be a locus of community activity - a place where community members can come for classes on GED preparation, parenting skills, conflict resolution or where a local clinic can give free eye exams. By offering such opportunities, FGCS will act as a community center dedicated to supporting our youth and their families.

Students as Stewards: Place-Based Learning and Sustainability

It is often said that the irreducible goal of public education is to produce educated citizens. We too believe that citizenship is of primary importance and believe that it can only be fostered in students - or community members - by first engendering a sense of ownership and stewardship for their community. As such, stewardship is the foundation of citizenship.

For students to truly understand the place they live, they must engage it directly. Place-based education does just this. Place-based education is a teaching strategy that has grown out of the environmental education movement in this country. This approach, which is found in many schools throughout the US, uses the local community as an integrating context for learning. By grounding education in what is local - the unique history, environment, culture, economy, literature, and art of a particular place - place-based learning has the power to engage students academically; pairing real-world relevance with intellectual rigor while promoting genuine stewardship and citizenship and preparing people to respect and live well in any community and environment they choose.

Central to place-based education and acting as stewards is a commitment to sustainability. To truly care for the place where we live - to be stewards of it - we must consider the long range impact of our decisions on the people and environment. We must endeavor to make decisions that do not negatively impact the ability of future generations to make the same decisions. Simply put, we must embrace sustainability.

A sustainable culture is uniquely informed by the local climate, geography, and ecosystems that are connected to that culture. In order to learn to live in such a way that these intricate natural systems are not compromised for future generations, students must develop a deep awareness and understanding of these systems and how human activities affect them. Rather than taking each system, whether it be human or natural, and studying it in isolation from the others, we will connect these systems in an interdisciplinary manner through hands-on, project-based learning activities.

SCHOLARSHIP

By definition, schools are educational institutions. This simple statement seems uncontroversial and straightforward, but in fact it belies the complexity of what is meant by education. Everyone seems to have a different definition. Thus, it is necessary to clearly define the educational goals of FGCS. Here we offer two simple criteria of effective education: education that yields deep understanding in students and that fosters a love of learning. The founders of FGCS believe that this education can best be accomplished if...

- The content is relevant to students' lives.
- Students construct their own understanding.
- Learning is personalized to the individual student.
- The standards for performance are high.

Constructivism & Experiential Learning

"Tell me, and I will forget. Show me, and I may remember. Involve me, and I will understand."

This quote by Confucius illustrates the concept that the best learning takes place when students are actively involved in their education and forms the basis for any experiential learning curriculum. Because of the proven effectiveness of active learning systems, the curriculum at FGCS is based on this model. By connecting a sustainability theme to Place-Based Experiential Learning (PBEL) educational practices, we

will develop an approach that draws out the vital connections between students, their community and the natural environment. PBEL is inherently multidisciplinary and promotes team teaching among educators and community partners. Students engage in sustained academic work that draws upon and contributes to the place in which they live. They practice skills and responsibilities while serving as scholars, workers, and citizens. The PBEL learning model links the humanities, arts, and sciences, helps students to develop a holistic and integrated understanding of these subject areas, and gives meaning to these studies by placing them in the context of a student's immediate surroundings. PBEL has been shown to increase student motivation to learn, improve academic performance and foster the development of self-motivated, independent learners.

Experiential learning for students will be focused on the local community; the people and the place. Different age levels will participate in a variety of projects, but there will be some common ground, literally, in the garden and local environment. The learning garden may be the classroom for younger students studying life cycles or for older students studying soil chemistry. The Tualatin Watershed may be a learning laboratory for younger students exploring river structures and for older students trying to understand resource use in highly populated areas. Fernhill Wetlands may be a site where students could conduct a migratory bird survey. Our older population may serve as a resource for first-hand narrative oral history and provide documentary opportunities.

The community also provides opportunities for students to create their knowledge through direct experience. The city council election may serve as an opportunity for students to understand participatory democracy. Speaking with a local author or writing an editorial for the local paper may be the way students learn the power of the written word. Older students will also be given the opportunity to work in internships where they will have occasions to put their skills and knowledge to work. While surveying property, an intern-student will use trigonometry; while teaching English to non-native speakers, an intern-student will apply grammar skills in two languages.

Students will also participate in Service-Learning Projects that fulfill a real community need and improve student knowledge and understanding of the importance of service in their communities. Community action service learning is built around action projects, which partner educators, students, and the community in an effort to understand, respect, and improve the world. Projects might include: caring for a garden, visiting and helping senior citizens, working in a child care center or senior center, monitoring local air or water quality, and other service projects which might be defined by the students and/or staff.

These examples of experiential education suggest ways that students can use the people and the place of their community to learn content by being directly engaged with it. Through this active participation, students develop an understanding that is much richer than that which is acquired from a textbook-driven curriculum because they are allowed to create their own knowledge and then test it by applying it in authentic and original situations.

Relevant Content: Place-Based Learning

Research shows that embedding learning in a meaningful context produces deeper understanding, more interest, and greater willingness to challenge oneself. Students in one representative study were taught a probability lesson in either an abstract context or one that applied to their area of interest. Not surprisingly, students who were taught the lesson in the context of their interests performed much better on probability problems than those who were taught using an abstract context. (see Angelina Lillard, "The Science Behind the Genius", 2005) This is not revolutionary information but is representative of a body

of research indicating the importance of centering learning around students' previous understanding and interests.

Naturally, people are more interested in content that is meaningful to them and would therefore construct a better understanding using this approach. With this in mind, curriculum developers now make an effort to create coursework that is interesting to students. Textbooks designed around themes or with applied examples are quite standard. But this doesn't necessarily result in interested or engaged students for the simple reason that the content is often remote to students. While the lessons may be focused on application, the cases used for study are not of immediate concern to the students.

Place-based education immerses students in the world around them: their local heritage, cultures and landscapes, and the rich diversity of local opportunities and experiences. These issues of immediate concern then serve as a springboard for study of regional, national, and global issues of increasing complexity. Grounded in the resources, values, and issues of the local community, this form of education is tailored to the students and thereby makes the education relevant to them and their families.

Place-based learning will take a variety of forms in the FGCS classrooms. One example of what place-based learning is can be found on the Oregon coast. The Oregon Department of Forestry recently built a new office building in Tillamook. The local junior high school class there, in a typical place-based activity, created an interpretive walkway for the new building. This project involved students studying Oregon's animals and their tracks. Using plotting and graphing skills to measure the pace of each animal, the students modeled the tracks on notebook-sized graph paper and then to scale. When this was completed, the students calculated the volume of cement needed to make the cement "stamps," determined all costs, and then applied the stamps to create the walkway. Elementary students studied local aquatic invertebrates at this facility through the use of leaf packs. They gathered leaves from the local trees to create packs that were suspended in the stream much as occurs in nature. One month later they returned to remove the packs and used the educational facility to count the fauna that had assembled. This information was then shared through computers to compare with data gathered across the country.

Like students in Oregon's other public schools, these junior high students were meeting state math standards for direct and indirect measurement, mathematical problem-solving, and mathematical modeling and the elementary students were meeting state science standards. But through this place-based development and application of these skills, students were actively engaged in creating their knowledge and therefore learned the content in a more meaningful way.

What Place-Based Learning Might Look Like at Forest Grove Charter School:

High school students might:

- Conduct oral history projects with older community members in an attempt to gain insight into our multiethnic population.
- Perform on-going water-quality assessments of Gales Creek to track the effects of upstream pollution.
- Work as an intern in a local non-profit organization that seeks to inform citizens about voter rights.

Middle school students might:

- Read contemporary Mexican poetry (in translation).
- Create an accounting system for sales of produce grown in the school garden.
- Use the Internet and interactive software to track migration flyways of local songbirds.

Elementary students might:

- Write and illustrate garden journals throughout the growing and harvest season.
- Use the upper-level students' water-quality measurements to discuss trends in Gales Creek.
- Correspond with a class in a part of Mexico where "our" songbirds over-winter.

Note the thematic consistence throughout the levels. In the examples above, high school, middle school, and elementary students have common reference points with respect to the school garden and a hypothetical Gales Creek project. As they progress through the levels, their knowledge builds on what was taught in preceding levels. This approach also allows for students to build a deep understanding of content. Content consistency leads to the development of a community of learners who share common concerns and knowledge, and provides a continuity of community stewardship and scholarship as students progress through their academic career.

Personalized Learning

Everyone acknowledges that each child is unique and has his/her own set of strengths and weaknesses, learning styles, and interests. Teachers are exhorted to attend to all learning styles and differences, but the reality is that, given the traditional structure of schools, this is an impossible task. To attend to each child's academic situation, to implement personalized instruction, a number of practices must be adopted. FGCS will embody these.

Personalized Learning Plans. Our proposed educational plan is based, in part, on the research conducted by the Bill and Melinda Gates Foundation and Dennis Littky (see Dennis Littky "The Big Picture", 2004) who have written widely on the benefits of a rigorous, high expectation program that is coupled with a highly personalized approach to meeting students' needs. To implement this philosophy, FGCS will use Personalized Learning Plans (PLP). All students will work towards the same academic goals, in part defined by the Oregon State Standards, but how they advance will be articulated in their own PLP. Students and their advisors will develop the PLP together, with approval and input from family members. The PLP is based on assessments of the student's strengths and weaknesses and will be used to reach the student's academic, personal, and social goals.

The foundation for this PLP will be the advisor and student working together to develop an understanding of the student's general learning characteristics and requirements. Older students may be administered the Learning Style Profile or similar survey. The results of this instrument will be used to help the student and advisor to understand the student's general learning preferences. The advisor and student will use information about past student achievement, data from the LSP, and developmental information to create a personalized plan for each advisee. A minimum of twice a year, the student, parent, and advisor will meet to review the PLP and assess student progress toward the student's short- and long-term goals, which must be expressed in terms of quantitative and qualitative measurement. The plans will be modified if needed based on the student's progress, interests, and needs.

Advisors to Provide Guidance. In order for a student to develop to his/her personal potential, there must be someone who works with the student to craft a plan for that student's education. This person will be the advisor. While all adults in the school will know each student, the advisor will be the one person who will have close, personal knowledge of all facets of a student's academic life and, most likely, some facets of his or her personal life.

As students advance at their own rates through a continuous-progress program of curriculum and instruction, advisors will help keep them on track and intervene when appropriate. They will also keep the appropriate family members informed.

Multage Classrooms. Multiage groupings will be by chronological age, but will be flexible in terms of individual children's needs and skills. The youngest children will be in groups of ages 5 through 8, followed by ages 8 through 12, then ages 12 through 15, and ages 15 through 18. Those age boundaries will be porous as needed such as when groups are convened based on similar study-interests or skill-development requirements. Every effort will be made to assist children and youth to see themselves as members of a smaller school family within the larger school setting, with responsibilities to share their talents and skills as needed and desired.

As the students move along in the school from year to year, they will grow in their ability to see their personal role in helping their school family to function effectively and fairly. (See school governance section.) Experience has shown that multiage groupings work well, as every person has the opportunity to be an expert in some way. Individual talents can be used in every group setting and knowledgeable staff will emphasize each person's gifts, at no matter what age. As the "youngsters" become the "elders," each one has an opportunity to teach and care for others, and yet every person can develop their own strengths as they progress in school. Since each student will have the opportunity to not only be a learner, but a teacher, ideas and materials become a shared chance to contribute to the group effort.

Curriculum in a multiage setting becomes more realistic as the full group is making an effort to help each other learn and progress. Rather than discrete subject matter areas being the norm, literacy in multiple areas becomes meaningful as it is seen to be necessary to the completion of a group effort. In other words, information is easily seen to be relevant to other areas of knowledge and usage.

Attention to Individual Differences: English Language Learners. Personalized Learning Plans lend themselves well to addressing the needs of ELL students who, like all students, have unique needs. We will use the gathered information, such as knowing the home language, and input from family members, to meet the learning requirements for each child. This data will be entered into the Personal Learning Plans (PLP).

Attention to Individual Differences: Talented and Gifted Students, Students in Need of Remediation and Everyone in Between. Because of the size and structure of multiaged classes, FGCS will be able to offer students flexibility in how they progress with their work. Students will be able to spend as much or as little time working in specific areas as needed. If a student wishes to devote extended time to working on a project to fully understand it, he or she will be able to check with the advisor and teacher who will work with the student to accommodate this need. Students will take tests when they are ready and not in accordance with a teacher-developed schedule. In this kind of setting, student comprehension takes precedence over simply accumulating grades for the report card. Teachers review test results and meet with students on a one-to-one basis to give feedback. Students redo any unsatisfactory work until all errors are corrected. Thus, students are only in competition with themselves.

This situation works well for students at all points on the spectrum, but it is particularly helpful for Talented and Gifted students who are often frustrated in traditional same-age grouped classrooms. At FGCS, these students will be able to develop a PLP that is tailored to their abilities and interests, and within the multiage classroom structure, they will be able to establish peer relationships based on shared interest and skill. So, too, with students in need of remediation. These students will have PLPs unique to their needs that outline a path to help the student meet benchmarks - state and student-determined.

High Standards: Assessment

All schools want high standards for their students. They want nothing less than 100% of students performing at or above grade level. Federal standards are expecting the same. FGCS too will have high standards for its students as will be evidenced in our high state test scores, but we aspire to much more. As mentioned above, the education we plan to provide is one that produces deep understanding in students. This is much harder to assess than simply whether or not a student is working at the same or higher level as the average student in the same grade level, which is the standard for state tests. Short-answer tests, essay questions, and multiple-choice exams can provide clues to students' understanding, but it is generally necessary to look more deeply if one hopes for clear evidence of deep, significant understanding. To accomplish this, students must be asked to exercise their knowledge in a variety of ways and in relation to new and unfamiliar problems; then, they can demonstrate complete mastery of content.

To this end, assessment tools used at FGCS will be varied and will include portfolio and performance assessments, rubrics and checklists (that students help develop), presentations, critiques, and progress reports. Criterion-referenced tests and quizzes will also be used to assess learning, but these and other work will not be graded using letter grades or ranking evaluations. In fact, students won't receive any grades at FGCS. Instead, their work will be evaluated using written descriptions. Through these tools, we will insure that our students develop the ability to set goals for themselves, learn to identify and use the resources needed to achieve those goals, and are able assess their work and that of their peers within the context of a given learning objective. While these authentic assessment methods are more complex and time-consuming than the normal grading system, we believe that grades do not ensure quality work and, in fact, can work against our other criterion for effective education and instilling a life-long love of learning.

There is abundant research showing that when working for rewards such as letter grades, people tend to choose easier tasks, be less creative, and be answer-oriented. They may work hard but the work is of a lower quality, contains more errors, and is less creative. Rewards teach people to comply and they do this very well. But if our goal is to develop students who are capable of careful thought, self-directed learning, and developing strong values, rewards are of little use in evaluating these skills (see Alfie Kohn, "Punished by Rewards", 1999). As a PBEL school, our emphasis will be to engage students in the process involved in learning the content rather than focusing on their abilities, how their progress will be perceived by others, or issues of success, failure, reward, or punishment. Student work at FGCS will not be considered complete until it represents high-quality work for that student.

Transcripts of student work will indeed be non-traditional. But they are not unique within the educational landscape. Many schools provide narrative assessment and all colleges and universities are by now familiar with non-standard transcripts. Our staff will provide college counseling and admissions services, including working with colleges and universities, to make sure they understand the student's transcript. To ensure that our transcripts meet the criteria for university admissions, we rely on the expertise of one of our steering group who has over 10 years of experience in admissions at a private university. During her tenure in this position, she attended many conferences and workshops that addressed non-traditional transcripts.

Each academic year, students at the required grade levels will participate in state administered assessments as per ORS 329.485 and the Federal No Child Left Behind Act. Students who do not meet standards on state tests will be offered additional assistance as needed. The small class sizes and flexible schedule of FGCS will allow students to focus their learning to help them meet the standards.

CITIZENSHIP

The natural extension of students who care about their community (stewardship) and who have a significant understanding of it (scholarship) is citizenship, our last goal for students. We believe that by steeping students in Place-Based, Experiential Learning they will have the skills and motivation necessary to participate in the civic life of our local and global community. To prepare them for this life, we have created three ways to develop their skills as citizens: a small school environment, service learning projects, and a democratic school governance structure

Small School Environment

Small schools have several advantages that have been much celebrated of late. One aspect that is often overlooked is the opportunity they provide to develop an “apprentice community” - a community that mirrors the larger community and serves as a training ground for membership in the larger community. At FGCS students will be together from the time they are 5 until they are 18 or 19 and will be grouped in multiage classrooms. These elements will foster an environment quite unlike most schools. By keeping classmates and teachers together for longer periods of time, and by providing a stable school environment throughout the formative years, we hope to develop in our students a sense of belonging to a place and community that can be hard to achieve with the usual yearly changes of classmates, teachers, and even school locations. This stability will provide the framework for the development of adults who have strong attachments to the people they live with and the place where they live, and who can take those skills to any community and environment in which they might live.

Service Learning Projects

In our view, it is not enough to simply learn about a particular place and environment. In order to be useful, knowledge must be transformed into productive action by engaging in activities that benefit present and future communities and ecosystems. FGCS’s emphasis on project-based learning within the context of our place and community is an ideal way to achieve this. As we describe below, many of our curricular and academic goals can be met through projects that connect students to community partners who help them to assess and address community needs in a variety of ways.

Community action service learning is built around action projects that partner educators, students, and the community in an effort to understand, respect, and improve the community. Community projects blend service activities with the academic curriculum and address real community needs as students learn through active engagement.

An example of a service-learning project here in Forest Grove might be an exploration of the impact on Gales Creek by the development currently proposed next to this wetland site. Elementary students would catalog the flora and fauna on the site and examine what might change with the development. With the goal of creating an informational brochure or making a presentation to the City Planning meeting, older students involved in this project would engage in an in-depth study of wetland ecology, community planning, and economic impact. This year-long study would serve not only to help students meet State benchmarks and other academic goals, but also to meet the needs of the community.

Other projects might include students starting a business of growing food for sale at the local farmers’ market in partnership with local government agencies, B Street Permaculture Project, Adelante Mujeres and other local farms. Any funds generated by the business would go back to the school. Students would

take part in all aspects of the business including developing and implementing business plans, sales and marketing, farm/garden operations and ongoing maintenance.

Inherent to the service-learning model is the importance of community partners. Mentor relationships will be encouraged with partner agencies in order to promote healthy and caring connections with adults in the community. Students will have opportunities to grow academically, socially, and civically and develop into resource providers for our community. Some potential and logical partners include Clean Water Services, Metro, SOLV, B Street Permaculture Project, and Adelante Mujeres. Of significant importance will be our relationship with Pacific University with whom we have already established several partnerships.

Student Participation in Democratic School Governance Structure

In the past two presidential elections, only 60% of eligible voters participated, and voter turnout was especially low amongst those aged 18-35. There are many other indicators of our flagging democracy and many more possible explanations. But the fact is that a huge segment of our population does not take part in our participatory democracy. Schools have always tried to create active citizens by mandating civic education. However, learning the actual mechanics of a governance system is best accomplished by participating in it. Toward this end, the FGCS will be a participatory democracy governed by its own laws, policies, and rules all of which will be articulated in the School Constitution and Law Book. Understanding that authority can only be legitimate if derived from the consent of the governed, the Constitution and Law Book will be created and upheld by the school community in which each student and staff member will be given a voice and a vote.

The primary governing instrument of the school will be the All School Meeting at which decisions will be made that impact the entire school. In addition to All School Meeting, class and age group meetings will be held to address issues that impact those groups. The school principal will have final authority and will be charged with ensuring that all decisions are fair, consistent, legal, and aligned with Forest Grove School District policies.

Allowing students to govern themselves is, for some, a scary idea. What if they vote not to have homework? What if they want to allow behavior that is unfair or unproductive? What if the elementary students out-vote the rest of the community and institute all-day recess and snack time? These questions all ask the same thing: is participatory democracy possible in a school for five through 18 year old people? The answer is manifest in the hundreds of schools that successfully use this form of government.

These schools find is that the success of the school democracy rests on the creation of a constitution that clearly articulates the goals of an academic environment. As in our US democracy, all laws and rules of the school must be consistent with the constitution. Therefore, it is not possible to supplant the goals of the community. Students suggesting a rule that bans homework would have to argue that this would be consistent with the constitution. Given that the constitution will certainly articulate the academic primacy of the school, it's hard to imagine that the students would prevail.

But students can and will make changes to the school. Imagine a group of students wanting to increase teacher awareness of different learning styles within the school. They may work with the Parent and Family Committee (PFC) council or other groups to develop solutions that would then be taken to the All School Meeting for approval. If they succeeded in convincing the school community of the need for their proposed changes, they may effect a change that would be of lasting importance and improvement to the school. Through the course of this, students would have learned how to define a need, make arguments

clearly and convincingly, and gather support for their cause. Perhaps more importantly, they would have learned what it means to be citizens of a community.

Memorandum of Understanding

This Memorandum of Understanding is made and entered into by and between the Forest Grove Public School District (“District”) and the Forest Grove Community School (“School”).

Recitals

1. The Forest Grove Community School submitted a charter school application November 6, 2006.
2. The District on February 12, 2007, conditionally approved the School to operate as a public charter school within the District.
3. Within the resolution granting conditional approval the District specified several conditions which must be satisfied by certain dates.
4. School representatives, through the application process, indicated certain activities would be completed by certain dates.
5. The parties agree to form a separate agreement which contains the due dates by which specific conditions must be met and specific activities must be completed.

Agreements

1. The School must secure 155 requests for enrollment for the 2007-08 school year by June 15, 2007.
2. The School must secure a facility which meets all applicable federal, state and local code and zoning requirements for the charter school site to operate within the Forest Grove School District 15 boundaries, and submit proof of the ability to secure a facility by June 15, 2007.
3. The parties must successfully negotiate and execute a Charter School Agreement between the applicant and the Forest Grove School District 15 Board of Directors as soon as possible with a target date of June 1, 2007.
4. The School will provide the following information by July 15, 2007:
 - a. A plan for serving students with special needs, developed in conjunction with District staff, which will include information regarding:
 - § Program entrance and exit procedures and language proficiency. Team members will review state, federal, and district expectations to ensure the School provides the resources and capacity to provide services for English language learners.
 - § Screening, identification and services for students above and below grade level.
 - Child Find referral services and a plan and process for coordinating with the District on students who may have disabilities.
 - § How ELL students will be provided with federal and state mandated services.

- b. The School will develop and provide policies for:
- Student academic achievement and measurement;
 - Diploma and graduation requirements;
 - Promotion/retention criteria;
 - Dispensing of medication;
 - Advertising and fundraising;
 - Vehicle parking and use;
 - Student/parent/staff/patron complaints, including complaints about curriculum;
 - Visitors to the building;
 - Staff discipline, suspension and dismissal;
 - Use of facilities;
 - Student participation in extracurricular activities;
 - Student possession, use or distribution of illegal drugs, weapons and other items that may be used to injure others;
 - Student and staff safety;
 - Admission procedures that ensure bilingual access; and
 - Student admissions and conduct and discipline, including suspension and expulsion.

In addition, the School will outline an appeals process to be implemented if there are concerns with staff and principal decisions concerning the implementation of policies.

- c. The School will provide the District with job descriptions and hiring criteria as well as a plan for evaluating licensed and classified staff. Related information includes policies for hiring, training, salaries, work schedules, discipline and dismissal of staff and a plan for monitoring compliance with NCLB requirements concerning “Highly Qualified” status of staff.
- d. The School shall deliver a revised budget reflecting the amended facility and staffing costs to Forest Grove School District 15 Board of Directors, including proof that the financial stability of the charter school is maintained.
- e. The School will develop a plan for cash flow and financial management policies including purchasing and fundraising.
5. The School must secure the appropriate and necessary occupancy and safety permits for the charter school facility and give proof of these permits to the Forest Grove School District 15 Board of Directors by August 1, 2007.
6. Before the beginning of school the School must provide documentation of the Forest Grove School District 15 Board of Directors demonstrating that the curriculum and instructional materials that the School intends to use are aligned with the state content standards.
7. The School must secure insurance in the amounts determined in the Forest Grove School District 15 Charter School Policy LBE and Administrative Regulation LBE-AR and deliver proof of insurance to the Forest Grove School District 15 Board of Directors by August 1, 2007.

8. The School must create and subsequently maintain a separate non-profit corporation with its own Board of Directors for the Forest Grove Community School. The School will provide the District with copies of By-laws, Articles of Incorporation and an IRS Tax Exempt Application (form 1023) by August 1, 2007.
9. The School will provide a transportation plan to the District by July 1, 2007.
10. Before the beginning of the school year the School will provide the District with a three to five year curriculum map that incorporates state content standards for each age grouping that includes outcomes and measures, content covered for each standard, scope and sequence, and formative and summative benchmark assessments.
11. Before beginning the school year the School will provide the District with a comprehensive professional development plan for all staff and related policies. The School will provide a plan and schedule for ongoing, embedded staff development related to the School's instructional strategies, a plan for training teachers to deliver the curriculum, and a plan for supporting teachers who need extra assistance.
12. The agreements of the parties to each of the foregoing provisions of this Memorandum of Understanding are mutually dependent each upon the other.
13. The parties may mutually agree to modify any of the specified deadlines in this Memorandum of Understanding.
14. The terms of this Memorandum of Understanding are contractual, not mere recitals.
15. This Memorandum of Understanding shall become effective upon execution of the parties below.

Superintendent
Forest Grove School District

Board Chair
Forest Grove Community School

Date

Date

Memorandum of Understanding

Prior to February 15 of each year of this Contract, the parties agree to meet during a period of thirty (30) calendar days to discuss the funding per ADMw specified in Section 6(A) of this Agreement. If no modifications to Section 6(A) are mutually agreed upon by the end of the thirty (30) day period, Section 6(A) shall remain as originally negotiated. The thirty (30) day period begins to run when the parties first meet for discussions pursuant to this Memorandum.

Superintendent
Forest Grove School District

Board Chair
Forest Grove Community School

Date

Date