

**Charter School
Agreement**

between

**The Howard Street Charter School
Board of Directors**

and

Salem-Keizer School District Board of Directors

**Approved by both Boards on
Tuesday, August 26, 1997**

Table of Contents

1. BACKGROUND AND DEFINITION OF TERMS.....	1
1.1. BACKGROUND	1
1.2. MODIFICATION OF CHARTER.....	1
1.3. INTENT.....	1
1.4. TERM OF AGREEMENT	1
1.5. TERMINOLOGY	1
2. MISSION AND GOALS.....	1
2.1. SALEM-KEIZER PUBLIC SCHOOLS MISSION AND GOALS	1
2.2. CHARTER SCHOOL MISSION.....	1
2.3. CHARTER SCHOOL GOALS.....	2
2.3.1. <i>The School</i>	2
2.3.2. <i>The Students</i>	2
2.3.3. <i>The Faculty</i>	2
3. CURRICULUM	3
3.1. EMPHASIS: "EINSTEIN, ELLINGTON & ESPERANTO"	3
3.2. CURRICULUM GOALS.....	3
3.3. CURRICULUM PRINCIPLES	3
3.4. CURRICULUM STRUCTURE	4
3.4.1. <i>Science and Mathematics</i>	4
3.4.2. <i>The Fine Arts</i>	4
3.4.3. <i>Foreign Language</i>	4
3.5. ANTICIPATED OUTCOMES & RESULTS.....	4
3.6. EVALUATION & ASSESSMENT METHODS.....	5
3.6.1. <i>Measure of School Success</i>	5
3.6.2. <i>Participation in the Oregon Statewide Assessments</i>	5
3.6.3. <i>Portfolios and Learners' Projects</i>	6
4. STUDENT APPLICATION & ADMISSIONS POLICY	6
4.1. OPEN TO ALL.....	6
4.2. NO TUITION.....	6
4.3. COMPLIANCE & ASSURANCES.....	6
4.4. PROCESS FOR APPLICATION.....	6
4.5. SIBLING APPLICATION & ADMISSION.....	7
4.6. RECORD KEEPING	7
4.7. ENROLLMENT	7
5. GOVERNANCE: CHARTER SCHOOL BOARD OF GOVERNORS.....	7
5.1. GOVERNANCE OF THE CHARTER SCHOOL.....	7
5.1.1. <i>Committees</i>	7
5.2. OPEN MEETING LAW PROCEDURES.....	7
5.3. BYLAWS.....	7
5.4. RELATIONSHIP TO SALEM-KEIZER 24J BOARD OF DIRECTORS	7
5.4.1. <i>Procedures</i>	7
6. BUDGET AND FISCAL CONTROL.....	8
7. POLICY/ADMINISTRATIVE RULE	8
7.1. WAIVERS	8
7.1.1. <i>Employment of Personnel</i>	9
7.1.2. <i>Finance, Grants, Investments, and Agency Accounts</i>	10
7.1.3. <i>Purchasing</i>	10
7.1.4. <i>Community Relations and Site-Based Decision Making</i>	10
7.1.5. <i>Process for Granting Waivers</i>	11

Table of Contents

7.2.	OPERATING AGREEMENTS AND GUIDELINES	11
7.2.1.	Facility.....	11
7.2.2.	Curriculum, Program, Evaluation, and Reporting.....	12
7.2.3.	Insurance.....	12
7.2.4	Legal Services.....	12
7.2.5	Faith and Credit.....	12
7.2.6	Periodic Review.....	12
7.2.7	Audit.....	12
7.2.8	Calendar.....	12
7.2.9	Termination and Revocation.....	12
7.2.10	Dissolution	13
7.2.11	Dispute Resolution.....	13
8.	TRANSPORTATION.....	13

1. BACKGROUND AND DEFINITION OF TERMS

1.1. *Background*

The Howard Street Charter School is a sixth-through-eighth grade middle school. It will open for students in the fall of 1997. It is intended that the Charter School will become a sixth-through-twelfth grade "school within a school" at South Salem High School.

This document reflects careful consideration and commitment by the governing boards of the two bodies. This document has evolved with discussion and review by the larger community in which the School exists. It is expected that this agreement will continue to evolve as the School develops.

1.2. *Modification of Charter*

This agreement may be changed at any time by mutual consent of both parties. This agreement is subject to review, modification, and revision to comply with state or federal law. Any change in the terms of this agreement shall be in writing.

1.3. *Intent*

This school is created with the intent that it shall be accorded maximum flexibility to educate its students and shall be free from unnecessary, burdensome, or onerous mandates.

1.4. *Term of Agreement*

This agreement shall be in effect for three years starting July 1, 1997, and ending June 30, 2000. It may be renewed by mutual consent of both parties.

1.5. *Terminology*

Where used in this document the following terms shall have the following meanings: **School** or **Charter School** shall mean the proposed Charter School. **District** shall mean the Salem-Keizer 24J School District. **District Board** shall mean the Salem-Keizer School District Board of Directors. **Charter Board** shall mean the Charter School Board of Governors.

2. MISSION AND GOALS

2.1. *Salem-Keizer Public Schools Mission and Goals*

The Charter School adopts the mission and goals of the Salem-Keizer School District.

2.2. *Charter School Mission*

The School believes that every child has special gifts and unique potential, and that it is the responsibility of the School, the family, and the community to individually and collectively support the individual's achievement, and to care for each student. The

School expects student responsibility for active participation in learning within and without the classroom, and within and without the School.

The School believes that literacy in the English language and a second language, learning and experience in the fine and performing arts, and academic and experiential exposure to scientific, mathematical and technological discovery are vital elements of middle school education.

The School serves the individual student, meeting the needs of the learner. Teachers and administrators are responsible for curriculum and program development. A constructive, selfless, contributory partnership among students, teachers, parents, and community resources ensures focus on the mission of the School. Respect and responsibility guide the School's decisions and actions.

The School is a model for curriculum and program innovation, teaching, governance, support for professional development of staff, and School-community collaboration.

2.3. *Charter School Goals*

2.3.1. The School

- will be a Charter School operating under the governance of a neighborhood/community-based Board of Governors.
- will collaborate with the District for student evaluation and will expect portfolio assessment in all disciplines.
- will provide a safe environment where students can study, learn and achieve without fear, rancor, or discrimination; and where teachers, administration, parents, and community members work together with mutual respect and dignity.
- will share information about the School and its programs with the District and other interested parties throughout the local, regional and national communities.

2.3.2. The Students

- will assume positive responsibility for their own education.
- will be expected to develop their unique gifts and a sense of personal value.
- will be expected to practice respect for each other, for teachers and for community members through meeting high standards in codes of dress, behavior, language, and civility.

2.3.3. The Faculty

- will create and implement curricula and programs to meet the School's Mission.
- will be current in the applications of technology and will use technology across the curriculum.
- will take personal interest in the lives of their students; will function as teachers, counselors, advisors, mentors, and role models; and will maintain the standards of the School community.

3. CURRICULUM

3.1. *Emphasis: "Einstein, Ellington & Esperanto"*

Emphasis will be placed on innovative and high content programs in (1) Science & Mathematics; (2) Fine Arts (Theater, Music, Dance, & Visual Arts); and (3) Languages. These three areas are the "Building Blocks" curriculum areas.

3.2. *Curriculum Goals*

The Howard Street Charter School seeks to prepare young people to live in our world through participating in curricula and programs that address individual intellectual, aesthetic, social, emotional, and civic needs. The School emphasizes learning and enrichment through active involvement. The faculty consistently encourages students to take responsibility for their own growth, development, and learning. While students will study the traditional subjects of a middle school education, they will all focus on the "building blocks" of science and mathematics, the fine arts, and foreign language, which will be central to each student's program.

The School expects to help children understand that they have power and control over themselves in their lives, that they can have an impact on the world, and they can cause change to happen. We intend to open doors for children, encouraging them to encounter and experience new ideas. We will teach for responsible individual decision-making, goal setting, and self-evaluation. We will promote independence, and we will foster individual care and concern for others. The feelings, needs, and ideas of each person at The Howard Street Charter School count. We will teach for cooperation rather than competition.

The School expects that by the end of the eighth grade year, students will be prepared to take charge of their high school education through setting high individual standards of achievement for themselves. We expect that they will have developed strong values, self-esteem, self-awareness, and the skills necessary to successfully choose from high school options, to navigate purposefully the world of adolescence, to set goals and chart paths to achieve them, and to encounter the whole life-long learning process with energy, creativity, and confidence.

3.3. *Curriculum Principles*

The Howard Street Charter School will operate on these principles:

- Every child has special gifts and unique potential.
- Students want to take active responsibility for their own learning.
- Students learn at different speeds and in different styles.
- Retained and meaningful learning is a direct result of hands-on, experiential, project-oriented education.
- Learning and growth will take place best within a community of choice for students and teachers that:
 - Fosters respect for each individual and for the institution.
 - Promotes faculty/adult learning and growth.

- Encourages adults (teachers, parents, mentors, and others) to take a real interest in the personal and educational lives and needs of their students.
- Provides for both emotional and physical safety for all.
- Encourages risk-taking, understands the educational value of failure, and promotes trust, responsibility, accountability, and positive reinforcement.
- Acknowledges that teachers are professionals who establish curricula and programs on an evolving basis, meeting the needs of the individual students whom they "coach" and "guide."
- Accepts the community-at-large as an extension of the classroom.

3.4. Curriculum Structure

The breadth of a traditional middle school curriculum will be enriched by focused, intentional, and required study for all in the fields of science and mathematics, the fine arts, and foreign language.

3.4.1. Science and Mathematics

The curricula in science and math are designed to encourage students to learn in active, creative ways, and to become independent thinkers. We believe that the best way to learn science and math is through doing science and math. We want students to be scientists and mathematicians, with learning related to real life, to the real world around them. We expect to construct learning experiences that will reinforce increasing sophistication in inquiry, synthesis, and evaluation. Repeated and concrete activities, with presentations and assessment through portfolio and exhibitions, will be integral parts of the process. We intend that students will learn to figure and compute because these processes allow them access to decision-making. We believe that children who are able to observe, record, classify, predict, estimate, measure, manipulate variables, and explain both process and conclusions will be at great advantage in their further studies, and in life.

3.4.2. The Fine Arts

The fine arts components for each student will emphasize the arts as part of one's wholeness, individuality, and community life. The arts will be approached not only as part and parcel of total experience of humanity, but also as they promote hope and understanding for the integration of personal life and the architecture we live within, the construction of the world around us, the production of goods, the preservation of resources, and the expression of human needs and emotions. Students will be artists, practicing, refining, taking risks, performing and exhibiting in the various media of studio art, music, theater, and dance.

3.4.3. Foreign Language

Each student at The Howard Street Charter School will study a language in addition to English.

3.5. Anticipated Outcomes & Results

Educational outcomes or anticipated results include: (1) students as self-learners and lifetime learners; (2) a smaller school setting: a learning environment where all are known, valued and respected; (3) innovations in public school curriculum; (4) new forms

of public school governance; (5) new models for public education; (6) greater flexibility for public school teachers; (7) increased staff support and opportunities for training and personal/professional growth; (8) increased teacher collaboration and sharing in instruction techniques and information; (9) increased parental involvement in the public schools; and (10) a school of choice: more choices for teachers, students and parents in public education. Individual indicators of student success will vary. Students will have many indicators of success.

3.6. *Evaluation & Assessment Methods*

3.6.1. Measure of School Success

Assessment Plan

To evaluate the program, the Charter Board will provide the District Board with an Annual Report to the District at the end of each year. The report will include:

1. A description of the School's instructional program, created by staff, along with a staff satisfaction survey.
2. A summary of the results achieved by pupils enrolled at the School during the year as measured by the Oregon State Assessment and the Iowa Test of Basic Skills.
3. A description of the current academic goals of the School.
4. The attendance rate of the pupils enrolled at the School as reflected in the School's average daily membership.
5. The number of incidents that occurred on the School grounds and that required the intervention of local law enforcement.
6. A report on parental involvement in the School.
7. The results of a parent satisfaction survey.
8. A description of the activities of the Board of Governors.
9. The annual cost per student.
10. The capital investment per student compared with the state average.
11. The number of names on the waiting list.
12. An updated profile of the School in the format of the District's School Improvement Program
13. The Comprehensive School Improvement Plan

The annual report will be distributed to all parents and mentors of students enrolled at the School. A meeting will be held at which a summary of the contents will be presented and discussed. This meeting will be open to the public and will be announced in the local media at least two weeks in advance.

3.6.2. Participation in the Oregon Statewide Assessments

The Charter School will participate in the Oregon Statewide Assessment program. There will be collaboration with 24J and other districts as they develop assessment tools for Certificates of Initial Mastery, Certificates of Advanced Mastery, and Oregon Benchmarks, etc.

3.6.3. Portfolios and Learners' Projects

Learners will select examples of those works which they consider to be representative of their "personal best." These works will be kept in an on-going portfolio.

4. STUDENT APPLICATION & ADMISSIONS POLICY

4.1. *Open to All*

Application will be open to all students in the South Salem High School attendance area. In-district transfers will be allowed on a space-available basis. As a public entity, the Charter School will be open to all in the South High attendance area, embrace the idea of the Common School, be nonsectarian, be founded on non-discriminatory practices, and value diversity among people. An active recruitment program will be undertaken to notify all eligible students.

4.2. *No Tuition*

No tuition shall be charged.

4.3. *Compliance & Assurances*

The Charter School will seek the assistance and advice of the district to comply with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act.

4.4. *Process for Application*

Applicants will be considered on a first-come, first-served basis, grade by grade. If more students apply than can be accommodated, admission will be considered based on application postmark date, and lottery in event of ties. A date will be published to begin accepting admissions forms. Any forms submitted prior to that date will be considered to have been submitted on that date.

Students seeking admission to The Howard Street Charter School will be expected to have an interest in and a willingness to make a commitment to a strong academic program in the arts, sciences, social studies, mathematics, and humanities, including foreign language study. Students will be asked to submit an admissions package which will include a paragraph about expectations for themselves at the School, and a personal interview with the admissions committee and their parent or mentor. Students, parents, and/or mentors will be required to sign a contract with the Charter School. References from the sending school will be required. It must be noted that, while the application process is rigorous, it is considered appropriate for the age group of the students and expectations of the school. The application process is expected to provide a self-selection mechanism that gives students and parents an introduction to the high standards of the school, and is expected to demonstrate interest.

4.5. Sibling Application & Admission

In order to support family involvement, priority for admission will be given to the siblings of students attending the Charter School. Siblings will be required to complete the application process.

4.6. Record Keeping

The Charter School will maintain student records in keeping with District policies and state and federal statues and will ensure the easy access and transmittal of student records to and from the Charter School.

4.7 Enrollment

For 1997-98, the target enrollment for The Charter School will be a hundred students based on average daily membership (ADM). For ensuing years, the target enrollment will be set by the Charter Board and the District

5. GOVERNANCE: CHARTER SCHOOL BOARD OF GOVERNORS

5.1. Governance of the Charter School

Governance of the Charter School program rests with the Charter School Board of Governors. A member of the District Board will sit as ex-officio member and act as liaison between the Boards.

5.1.1. Committees

Several standing committees will be established.

5.2. Open Meeting Law Procedures

The Board of Governors will follow procedures to ensure that meetings are in compliance with Oregon's Public Meetings law.

5.3. Bylaws

Bylaws will be adopted by the Charter Board of Governors, subject to the terms of this Charter and approval of the District School Board.

5.4. Relationship to Salem-Keizer 24J Board of Directors

This Charter is granted by the District Board.

5.4.1. Procedures:

The Charter School will adopt procedures that are consistent with:

State & Federal laws and mandates

The District's Mission & Student Goals

District Policies & Procedures, subject to waivers

Employee contract provisions, subject to waivers
(see Policy/Administrative rule below)

6. BUDGET AND FISCAL CONTROL

The fundamental principle of the Charter Board is that each individual student of the school receive from, and have access to, the resources of the District equivalent to those that the student would have received as a student of the district absent the charter school. It is equally important to the Charter Board that students not receive or have use of resources from the district in excess of that amount.

For 1997-98, the District will provide the School with 80% of the per-student operating funds obtained by the District from all its funding sources that would apply to these students, excluding the transportation budget. Based upon experience, and for the remainder of this contract, the District will provide the School with at least 75% of the per student operating funding from all its funding sources that would apply to these students excluding transportation. The District will provide all services provided to all other schools in the district, except as specified below or agreed to in writing by both parties. Allocation of funds shall be consistent with the District published budget.

Services provided by the District shall include the following: facilities (see 7.2.1, Facility, below), and the following support services: Student Services Central; Special Education Programs; Assessment and Testing; Board of Education; Executive Administrative Services; Fiscal Services; Facilities Services, Personnel Services, Staff Services, Operations and Maintenance, and major portions of Educational Media Services.

Services not provided by the District to the School will include the following: Instructional and Co-Curricular services; Guidance and Counseling services; Maintenance of a complete set of middle school media center materials; Office of the Principal services; Area Operations; Transportation, except where there is no additional cost to the District; Technology and Information Services; and Purchasing and Mail, except on a case-by-case basis where the fees charged would be on the same schedule the District would offer another district.

The District may, at its discretion, offer services not provided for above on a fee-for-service basis.

Should either party discover that this allocation of provided services is not appropriate, adjustments may be made, based on reasonable costs. Such adjustments will be agreed to by both parties in writing.

The Charter Board shall prepare a budget annually, subject to the requirements of local budget law and District policy, it being understood that monies derived from private funds raised by the Charter Foundation do not fall within the scope of this paragraph.

The Charter School will have flexibility in purchasing and petty cash procedures, subject to Oregon's Public Contracting Law and reasonable accounting methods.

7. POLICY/ADMINISTRATIVE RULE

7.1. *Waivers*

The Charter School will comply with all District policies and administrative rules except those policies outlined below or for which a waiver is granted. District policy regarding student due process rights and student discipline and zero tolerance for drugs and alcohol will be followed.

7.1.1. Employment of Personnel

District Policy Manual items GBBAA, GBC/BBD-R, and GDC-R contain provisions which are amended by the following policies to be applied to the Charter School:

- A. The Howard Street Charter School will be responsible for selection and assignment of staff, subject to applicable laws:
 - The School intends to hire licensed teachers. As permitted by law, the School may hire contract, part-time, or full-time teachers who may or may not be licensed in the state of Oregon to meet program needs.
- B. The administrators and teachers will report directly to the Charter Board.
- C. Staff may be selected from existing District employees or from outside the District "pool."
- D. Employees from schools outside the District will be considered temporary employees by the District except as may be required under the Fair Dismissal Law.
- E. The School will establish its own policies for professional development of its employees. Inservice training opportunities will be provided by the School. The School will ensure that appropriate employee evaluation is performed on a regular basis.
- F. The District will make available to the School staff any and all information regarding federal and state requirements as it does for any other school. The District will attempt to provide these updates in writing. The School staff will not be required to attend District meetings more than an average over the year of one hour per week per full time staff without agreement of the two parties.
- G. Employees will be selected and managed by the Charter Board, and will be employees of the District, unless their position is funded entirely by non-District funds. The District will extend contract to employees assigned to the Charter School in the same manner as contracts are extended to other employees of the District. The rules, procedures, and policies for the assignment, continued employment, or contract extension for employees for the Charter School shall be the same as employees of the District. Should the Charter Board not wish a particular employee to be re-assigned or re-appointed to the Charter School, the Charter Board should notify the District Department of Human Resources of that fact not later than February 1 of each year.
 - The Charter Board will develop policies regarding reduction in force should there be a student shortfall requiring a staff reduction-in-force at the School. Any change in status effecting employees selected from the district shall be enacted in consultation with the district.
- H. The School may use District services in the recruiting of personnel. The School will make use of District fingerprinting and criminal background checks and requirements.
- I. The District will handle employee payroll including withholding.
- J. Employees will be eligible for all District-wide employee benefits, and the District will administer these programs.

- K. Staff members, licensed and classified, will meet the obligations and requirements of the collective bargaining agreements except where waivers or exemptions have been agreed to with the District and the appropriate associations.
- L. Staff compensation and employee benefits will be the same as compensation for other District employees.

7.1.2. Finance, Grants, Investments, and Agency Accounts

District Policy Manual items DEF-R-1, DFL-1, and DIE-R-1 contain provisions which are amended by the following policies to be applied to the Charter School:

- A. The School will establish its own policies for the investment and management of funds raised independent of the District, subject to complying with all laws concerning such investments and the accounting and audit thereof. The School will be able to seek grants and contributions from corporations, foundations, and individuals and will invest these funds in accordance with this paragraph.
- B. The School will maintain its own bank account(s) under the District's provisions cited in DIE-R-1, with appropriate review and approval by the District's Director of Business Services. Such bank accounts will handle only monies obtained from sources outside the District. There shall be no commingling of foundations funds with public funds.

7.1.3. Purchasing

District Policy Manual item DJE-R-1 contains limitations, which are amended by the following policy to be applied to the Charter School:

- A. The Charter School will choose, on a case-by-case basis, whether to obtain materials through the District or through other channels. If the District Purchasing Department is used, the fees for using their services will be the same as charged other districts using the District Purchasing Department.
- B. All equipment and other goods purchased with public funds become the property of the District.

7.1.4. Community Relations and Site-based Decision Making

District Policy Manual items BBCB-R and IL-R contain provisions which are amended by the following policies to be applied to the Charter School:

- A. The community-based Charter Board, and its standing committees, will function in lieu of an LSAC, and will also serve as the site-based decision-making agent.
- B. The Charter Board will make written and/or oral reports to the District Board, or its delegate, on a frequency agreed upon between the two.
- C. The Charter Board will hold periodic, announced, and open "town-hall" meetings with School parents and the public.
- D. The designated spokespersons for the Charter School will be the Chair of the Board of Governors and the Principal of the School. The School will make every effort to keep the Superintendent and the Board informed of every aspect of School progress and achievement.
- E. Parents and teachers are expected to participate in the governance and activities of the school.

7.1.5. Process for Granting Waivers

Waiver requests will be submitted to the Superintendent in writing at least 15 days prior to implementation. The Superintendent will determine what other bodies might need to review the request, and will involve those bodies in a timely manner. If District Board or other approval is not required, the Superintendent will respond to the Charter Board within 15 days. If District Board or other approval is required, the Superintendent will forward the request to the District Board at its next regularly scheduled meeting. The District Board will act on the request no later than its second regularly scheduled meeting following the request. The Superintendent may temporarily take action subject to District Board or other approval.

7.2. *Operating agreements and guidelines*

The following are established to guide decision making:

7.2.1. Facility

- A. Four classrooms at the East end of the first floor of the old Leslie School will be provided by the District for classroom space. Additionally, an office space will be provided near the classrooms. The south basement "art room" space will also be provided. The gym will be available for use by the School during school hours. Additionally, the School will share space, as available, with South Salem High School for music and science labs. Students will be allowed to use the South High media center, with the understanding that no middle school materials will be provided.
- B. The School will operate for District students within District facilities.
- C. The District will provide facilities, maintenance, and utilities to the Howard Street Charter School. In this regard, including required servicing and repair, the School will function as does any other school within the District. Building maintenance and custodial/cleaning services will be provided by the District. The District will also provide furniture and other appropriate furnishings for the School, these to be enhanced by the Charter Board through its own fund-raising. The Principal of the School will serve as the liaison between the School and the District for these purposes.
- D. Facilities and equipment shared with South Salem High School will be on a negotiated rent-free basis. Costs may be incurred for custodial services beyond the normal school usage. The Principals of both schools will be the negotiators, with the Superintendent as the arbiter as necessary.
- E. The District will provide access to the Internet.
- F. Remodeling will be done as for other classrooms in the facility, with the Charter School having the opportunity to choose finish materials and colors.

7.2.2. Curriculum, Program, Evaluation, and Reporting

- A. The School will establish and implement its own curricula and programs to meet its mission.
- B. The School will be able to call upon the District curricula and program resources, including both services and materials, as would any other school within the District. The School will share its curricula resources with the District.

- C. The School will establish its own student evaluation and reporting processes and procedures.

7.2.3. Insurance and Liability

- A. Since the Board of Governors of the School will be acting as agents for the Salem-Keizer School Board, the Directors and Officers liability insurance will be extended to the Board of Governors.

In accordance with and subject to the provisions of ORS 30.285, the District shall defend, save harmless and indemnify any of the Charter Board, and the employees and agents of the Charter School whether elective or appointive, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty.

- B. The liability insurance coverage available to all schools in the Salem-Keizer district will be extended to cover The Howard Street Charter School.
- C. The Charter School and the Charter Board will be covered by insurance as are all other District schools, officers, directors, employees, and pupils.

7.2.4. Legal Services

Legal services available to the District will be made available to the Charter School for any issues regarding District funds, or District facilities. Additional legal services will be provided to the Charter School as authorized by the Superintendent of the District.

7.2.5. Faith and Credit

The Charter School shall not bind the District contractually in any way except as may be permitted by District policy or by written approval subsequent to the date of this Agreement.

7.2.6. Periodic Review.

There shall be a periodic review (at least quarterly) of the number of pupils actually enrolled in the Charter School for appropriate adjustments in funding to reflect actual enrollment.

7.2.7. Audit

The audit of the Charter School's annual accounts will be carried out by the District's designated auditing firm in the same manner as the audit of the District's accounts.

7.2.8. Calendar

The Charter School calendar will be developed in collaboration with the District.

7.2.9. Termination and Revocation

The District reserves the right to terminate this contract for any material breach thereof including but not limited to failure to account for public funds. If the District is considering revocation of the contract, at least 30 days notice in writing should be given to the School setting forth with specificity all reasons for such contemplated action. Thereafter, the School shall have the right to have a hearing before the District Board to discuss the grounds for revocation. After the hearing, should the District Board find that there is grounds to revoke the contract, notice thereof shall be given to the School in writing and the School shall have ten days after the receipt thereof in which to appeal the decision to arbitration under Paragraph 7.2.11.

7.2.10. Dissolution

Under termination of this agreement, all assets of the School shall become property of the School District, including those that may have been acquired by Foundation funds. All Foundation funds not disbursed to the School at the time of termination shall be administered in accordance with the foundation's bylaws and articles of incorporation and the laws pertaining to non-profit tax exempt organizations. The District's Office of Business Services shall have the responsibility of winding up the business and affairs of the School and the Charter Board shall cooperate fully with the District in that regard.

7.2.11. Dispute Resolution

If a dispute arises between the Charter School and the District under the terms of this Charter or otherwise, both parties may agree to a mutually acceptable mediation process. Should a dispute arising between the Charter School and the District under the terms of this Charter or otherwise remain unresolved, it shall be resolved by arbitration by an arbitrator selected by the parties. The parties shall request a list of five arbitrators from the Employment Relations Board. The list may come from a roster of qualified arbitrators compiled pursuant to ORS 342.905(9)(b). The parties shall choose the arbitrator by alternative striking of names until one name is left and the remaining person shall then act as the arbitrator whose decision shall be final and binding on the parties.

8. TRANSPORTATION

No additional transportation routes or capacity will be added for Charter Schools. Students from beyond walking distance may utilize District buses on an "as available" basis.