

U.S. Department of Education
Washington, D.C. 20202-5335



APPLICATION FOR GRANTS
UNDER THE

CSP Non-SEA Planning, Program Design, and Implementation (84.282B)

CFDA # 84.282B

PR/Award # U282B130007

Grants.gov Tracking#: GRANT11447223

OMB No. 1894-0006, Expiration Date: 09/30/2014

Closing Date: Jul 12, 2013

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="07/09/2013"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text" value="N/A"/>	5b. Federal Award Identifier: <input type="text" value="N/A"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Butte Falls Charter School"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="93-6000528"/>	* c. Organizational DUNS: <input type="text" value="0485661780000"/>	
d. Address:		
* Street1:	<input type="text" value="720 Laurel Ave."/>	
Street2:	<input type="text" value="P.O.Box 228"/>	
* City:	<input type="text" value="Butte Falls"/>	
County/Parish:	<input type="text" value="Jackson"/>	
* State:	<input type="text" value="OR: Oregon"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="97522-228"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="N/A"/>	Division Name: <input type="text" value="N/A"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Dr."/>	* First Name:	<input type="text" value="David"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Courtney"/>	
Suffix:	<input type="text"/>	
Title:	<input type="text"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="Superintendent"/>	Fax Number: <input type="text" value="541-865-3217"/>	
* Email: <input type="text" value="dcourtney@buttefalls.k12.or.us"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

N: Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

G: Independent School District

Type of Applicant 3: Select Applicant Type:

X: Other (specify)

* Other (specify):

Charter School

*** 10. Name of Federal Agency:**

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-061113-001

* Title:

Office of Innovation and Improvement (OII): Charter Schools Program Non-State Educational Agencies (Non-SEA) Planning, Program Design, And Initial Implementation Grant CFDA Number 84.282B

13. Competition Identification Number:

84-282B2013-2

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This is a project plan, program design, development and implementation of Butte Falls Charter School for grades K-12 in Butte Falls Oregon.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="636,180.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="4,500,000.00"/>
* d. Local	<input type="text" value="688,294.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,824,474.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Judi Sizemore</p>	<p>* TITLE</p> <p>Superintendent</p>
<p>* APPLICANT ORGANIZATION</p> <p>Butte Falls Charter School</p>	<p>* DATE SUBMITTED</p> <p>07/09/2013</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="US Department of Education"/>	7. * Federal Program Name/Description: <input type="text" value="Charter Schools"/> CFDA Number, if applicable: <input type="text" value="84.282"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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PR/Award # U282B130007

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

BFCsgepa427statement.pdf

Add Attachment

Delete Attachment

View Attachment

GEPA 427 Statement

The founders of Butte Falls Charter School believe that attracting a diverse population of students, staff and parents is crucial for a high quality educational program. Promoting diversity is Goal 3 of our project.

Butte Falls Charter School will ensure equitable access to and participation in its charter school program regardless of gender, race, national origin, color, disability or age. Although the minority population—mainly Hispanic, is not large, there are, in addition, other culturally marginalized students. Outreach & marketing will be done in both English and Spanish.

The facility for Butte Falls Charter School will meet all handicapped accessibility requirements and will be compliant with all aspects of the Americans With Disabilities Act. In addition, assistive technology will be available for students, parents, and teachers who have visual or auditory impairments.

Educational barriers will be the most common barrier we will face at Butte Falls Charter School. Our unique personalized learning approach will allow us to individualize to the needs of all students. In addition, Special education services & services to English Language Learners will be provided for all eligible students. Educational interventions will be available to all educationally disadvantaged students.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Butte Falls Charter School	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Dr.	* First Name: David Middle Name:
* Last Name: Courtney	Suffix:
* Title: Superintendent	
* SIGNATURE: Judi Sizemore	* DATE: 07/09/2013

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:

Abstract
Butte Falls Charter School

Project Director: Dr. David Courtney, 720 Laurel Avenue PO Box 228 Butte Falls, Oregon 97522 dcourtney@buttefalls.k12.or.us School: 541-865-3563 Cell: 541-690-7761

The concept for Butte Falls Charter School (BFCS), a rural, high poverty school originated in Spring 2010, when parents, community members & staff, concerned about low assessment results, repeated failure to make Adequate Yearly Progress & limited curricular choices within Butte Falls School, considered improving options by having the district become a charter conversion. The vision was to partner with the community to create an enriched educational environment that would individualize the needs of our rural students & prepare them to be highly productive members of the global society. This rural district school population, at 160, is clearly high-risk. Special education (20%) is significantly higher than the state average. **71% of students are on Free/Reduced lunch.** Over **45 %** of all students (2011-2012 Report Card) **did not** meet state standards in Language Arts & Science & almost **65% did not** meet standards in Math. The minority population is approximately 10 %. The cohort graduation rate is 81%. The mission of Butte Falls Charter School is to provide a high quality, rigorous academic program, aligned with the Common Core & Oregon Content Standards that will provide a diversity of K-12 learning options, infused with the National Technology Standards, Oregon State University's K-12 Natural Resources Curriculum & incorporating the principles of multiple intelligences, place based education, competency/proficiency based learning, Individual Learning Plans, service learning/mentoring & enhanced Career Technical Educational opportunities. This vision will utilize the strong ties that exist between the school & the local community, preventing dropout, increasing dropout retrieval & increasing college attendance.

The goals of this Planning/Implementation **grant project** are as follows:

- ▶ Develop a high quality charter school with an emphasis on a personalized, Placed Based Education, environmental awareness & natural resources for grades K-12, that will promote high academic achievement & varied curricular options.
- ▶ Develop community partnerships/mentorships, including active parent participation that will enhance the academic program, prevent dropout, improve dropout retrieval and improve college attendance.
- ▶ Develop a school environment that promotes diversity and respect for self and others.

BFCS **has a signed charter contract** (11/13/12) with Butte Falls School District and a functioning Charter Council. Butte Falls Charter School opened as a pilot for the charter conversion in **November 2012** with 160 K-12 students but without grant funds cannot achieve its full vision and mission. As a rural, high poverty school with a Free/Reduced lunch rate of 71%, BFCS meets the criteria of the Absolute Priority.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)

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Project Narrative..... 1

Note: Application Criteria begin on page 49

Absolute Priority: As a high poverty, rural school which has a free/reduced lunch rates of 71% & a cohort graduation rate of only 81%, BFCS meets the requirements of the Absolute Priority.

http://www.ortop.org/Documents/SCH_2012_FreeReducedLunchReferenceTable.pdf... 1

Competitive Preference Priority 1—Improving Achievement & High School Graduation Rates (High Poverty, Rural Students, Students with Disabilities & English Learners).....1

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PROJECT NARRATIVE

Absolute Priority- As a high poverty, rural school which has a free/reduced lunch rates of 71% & a cohort graduation rate of only 81%, BFCS meets the requirements of the Absolute Priority.

http://www.ortop.org/Documents/SCH_2012_FreeReducedLunchReferenceTable.pdf

Butte Falls Charter School will be writing to the **Absolute Priority** within **Competitive Preference Priority 1 a,b,c**. We will also write to **Competitive Preference Priority 2**.

Competitive Preference Priority 1 a, b, c Increase High School Graduation Rates & College

Enrollment (high poverty, rural students; students with disabilities & English learners) (up

to 4 points) The elements of BFCS—Personal Learning Plans, Place-Based education, the

integration of technology across the curriculum, the principles of Oregon State University’s

Natural Resources Curriculum, competency/proficiency based learning, the infusion of multiple

intelligences, a strong Career Technical Education component, mentoring, Positive Behavior

Support & enhanced professional development will prevent drop out, increase dropout retrieval

& improve high school graduation rates & college enrollment rates for all students, but most

notably students with disabilities, English language learners, & accelerate learning for students

in our high poverty, rural area. As a K-12 school, BFCS is acutely aware that dropping-out of

high school is a long term process of academic disengagement that often begins in early

elementary school. Research has shown that it is not only important to provide academic &

social resources, in the form of supportive, personal relationships in families, schools &

communities, quality instruction & high expectations, but also an intervention system that

addresses early warning signals.¹ We believe our academic program does all of this. **Personal**

¹Rumberger, Russell & Sun Ah Lim “Why Students Drop Out of School: A Review of 25 years of Research “ California Dropout Research Project October 2008.

Learning Plans: Using the principles of multiple intelligences, assessment scores & career/interest surveys, each of our students K-12 will develop annually, with staff & parents, a Personal Learning Plan, focusing on their goals, interests, strengths & learning needs. The plans will be used to raise achievement in core subject areas & requires meeting the instructional needs of all learners using a differentiated delivery system, facilitating the appropriate level of academic support. Four levels of support are identified for each core area, ranging from advanced learners to learners with the greatest needs. Using the principles of Data Driven Decision Making, all students will complete a series of pre-assessments allowing staff to gather data identifying each student's areas of strength, learning style & areas in need of improvement. The Personal Learning Plan will then be created & will set measurable goals & built in measurements to ensure appropriate placement & ongoing support. Professional development will teach new research based techniques to individualize the needs of a variety of students that have been proven to be effective. Students K-12 will be benchmarked three times a year using Aims-Web measures, & those identified as needing interventions in either math or reading will be taught using direct instruction during scheduled intervention periods, under the supervision of the Response To Intervention Coordinator. **Place-Based Education**, a second component of our program recognizes the local community as a primary source for learning & is rooted in what is local—the unique history, environment & culture. For our community that is the beautiful forest area through which the pristine Upper Rogue River flows & the multitude of cultural opportunities that abound within Southern Oregon. BFCS believes it is critical to overcome the

disconnect that often exists between our school system & real life.² Research has shown that the ability to analyze & synthesize can be cultivated, at least as well, from materials that are directly experienced or investigated, by students, as they can be in the traditional classroom.³ Hands on, project based & related to the real world, significant research has shown that place based education increases the relevance of the educational process. Working in partnership with parents & the local community & using specific outreach to students who have or are at risk of dropping out, BFCS would become an early drop out retrieval & drop out prevention program.

Variety of Learning Options To Increase High School Graduation Rates: BFCS's focus is also on increasing high engagement, challenging choices of learning opportunities through the use of technology, multiple intelligences, community partnerships, increased career technical educational opportunities & Oregon State University's natural resources curriculum & placed based education, previously described. Unique interdisciplinary resources & learning models, which integrate the Common Core Standards with the natural resources curriculum & the National Education Technology Standards, will be developed & utilized both within the school site & the community at large. Student learning opportunities will increase through a framework that uses natural resources as an integrated context—interdisciplinary, collaborative, **proficiency/competency based**, student centered, hands-on & engaging. In addition, using state of the art research on multiple intelligence & interdisciplinary education, a variety of innovative

² Gruenewald, D.A. The Best of Both Worlds: A Critical Pedagogy of Place Educational Research, 2003

³ Smith, Gregory “Place-Based Education: Learning To Be Where We Are”, 2002 Phi Delta Kappan

learning opportunities will be created utilizing community partnerships & unique applications of technology across the curriculum, resulting in diversified learning environments & the opportunity to teach to many different modalities. Community partnerships will enhance learning opportunities. For example, we are partnering with the U.S. Department of Fish & Game & the Oregon Department of Fish & Wildlife, to enable students to use the Butte Falls Fish Hatchery as a learning lab. In addition, we will have students work with the Bureau of Land Management to manage the Ginger Creek Watershed & the Upper Rogue Watershed. **National Education Technology Standards-BFCS** will use technology for differentiation of instruction & expanded learning opportunities. Using technology, students will be able to communicate/collaborate with students in other parts of the world, (“Partner School Project”) who are also focusing on natural resources in their own locality. Technology will allow enriched web based instruction & expand high school & early college course options. Using the principles of multiple intelligences, students will use knowledge gained through Career Information Systems & competency based, Personal Education Plans to address interests & expand learning options. Technology, place based education & community partnerships, extending the reach of the subject matter & the learner, allow increased, cost effective unlimited learning choices & will increase the high school graduation rates & college enrollment of all students. Student success is tied not only to the opportunities to learn but to the expectations of those around them. BFCS will honor this by providing quality instructional opportunities & high expectations for all students & allowing students to progress at an individualized pace.

Competitive Preference Priority 2 Promoting Diversity (up to 2 points) Goal 3 of BFCS is to “Develop a school environment that promotes diversity & respect for self & others”. Although the minority population within the County as a whole is approximately 26% with the

largest group being Hispanic, it is smaller (10 %) within our rural campus. In addition, there is also a need for promoting a diversity responsive environment, in ways, other than race or ethnic status. There is a large population of students who are marginalized. 71% of district students are on Free/Reduced lunch. Special education (23%) is significantly higher than the state average. Research has shown that student learning is strongly tied to the expectation of those around them & the quality of their opportunities to learn. Teaching must be culturally & linguistically meaningful for every student.⁴ **Culturally Responsive Strategies:** BFCS will create a culturally responsive pedagogy that will support the achievement of all students by addressing the **educational system, the personal attitudes & behaviors of teachers & the instructional practices.** BFCS will make specific targeted efforts to ensure that the organization & milieu of the school, the policies & procedures, hiring practices & community involvement will enhance the appreciation of cultural diversity. **The personal attitudes & beliefs** of the teachers will be addressed through professional development to ensure that instruction is culturally responsive. BFCS will utilize the resources of **The Diversity Council** which has hundreds of **focused curricular activities** (K-12) to help build an inclusive community. (www.diversitycouncil.org/elActivities.shtml). BFCS, by promoting these values, will provide a culturally responsive environment that will address the needs of all learners.⁵ BFCS will also implement Positive Behavior Supports, an empirically valid approach to promoting pro-social

⁴ Oaks, Jeannie Critical Conditions For Equity & Diversity in College Access In Forming Policy & Monitoring Results. 2/1/03

⁵ Richards, Herald, Ayanna Brown, Timothy Forde “Addressing Diversity In Schools: Culturally Responsive Pedagogy”. National Center For Culturally Responsive Educational Systems 2006

behaviors. Diversity will also be enhanced by the community involvement on campus & student involvement in classes within the community. The infusion of technology across our program will enable students to interact & communicate with students in all parts of the world & in a variety of different cultures, who are working on similar types of environmental projects (“Partner School Project”). Specific outreach will be made in both English & Spanish & will target areas & groups where minorities & other diverse populations reside. **Permissibility:** Our outreach efforts to specifically target areas & groups where high percentages of more diverse/minority populations reside is legally permissible. Specifically, the Supreme Court ruled that when “...recruiting students & faculty in a targeted fashion...a constitutional violation does not occur because the students are not treated differently because of their race.”⁶ In our case the targeted recruitment occurs to **increase diversity** within our **pool of candidates**. Race is not a factor in the selection—students are selected by a lottery & the most qualified candidate is hired.

SELECTION CRITERIA

Selection Criteria (1) Quality of the proposed curriculum & instructional practices (20 U.S.C. 7221c(b) (1) (15 points)

(1) a. Curriculum, Classroom Structure & Types of Instructional Methods: The mission of Butte Falls Charter School is to provide a high quality, rigorous academic program, aligned with the Oregon Common Core Standards that will provide a diversity of K-12 learning options, infused with the National Education Technology Standards, Oregon State University’s comprehensive K-12 Natural Resources Curriculum & incorporating the principles of multiple intelligences, Place Based Education, Service Learning/Mentoring, Competency/Proficiency

⁶ US Department of Justice US Department of Education “Guidance on the Voluntary Use of Race To Achieve Diversity & Avoid Racial Isolation In Elementary & Secondary Schools”.

based learning, Personal Learning Plans & enhanced Career Technical Educational opportunities. This vision utilizes the strong ties that exist between the school & the local, rural community, preventing dropout & increasing dropout retrieval. BFCS officially opened when the Charter Contract was approved 11/13/12 but will need grant funds to implement its full vision & mission for the **180 K-12 students**. **Natural Resources & Place Based Education:** Taking advantage of the school's location & local talents, the overall emphasis will be Natural Resources. The research-based, Natural Resources curriculum developed by Oregon State University, aligned with the Oregon Content Standards, comprehensive, hands-on & interdisciplinary, will be integrated K-12. It uses local resources & the principles of place based education to: increase students' understanding of our complex environment; stimulate critical/creative thinking; develop the ability to make informed decisions & instill confidence & commitment to take responsible actions using scientific processes & higher order thinking. Place-Based education recognizes the local community as a primary source for learning & is rooted in what is local—the unique history, environment & culture. For our community, that is the beautiful forest area through which the scenic, Upper Rogue River flows & the multitude of cultural opportunities that exist within southern Oregon. We believe that it is critical to overcome the disconnect that often exists between the school system & real life.⁷ Research has shown that the ability to analyze & synthesize knowledge can be cultivated, at least as well from materials that are directly experienced & investigated by students, in the real world, as it can be in the traditional

⁷ Gruenewald, D.A. The Best of Both Worlds: A Critical Pedagogy of Place Educational Research, 2003

classroom.⁸ Hands on, project based & related to everyday life experiences, significant research has shown that place based education increases the relevance of the educational process. A growing body of educational research shows that place-based learning provides students with a local context & relevance that inspires & motivates them to learn, serve their communities, & help protect their environment.⁹ A recent review of studies on place-based education found that participating students often exhibit: higher level thinking skills & higher scores on standardized tests; improved behavior; greater pride & ownership in accomplishments; increases in self-esteem & conflict resolution skills. Student learning opportunities will increase through a framework that uses natural resources as an integrated context—interdisciplinary, collaborative, student centered, hands-on & engaging. In addition, using state of the art research on multiple intelligence & interdisciplinary education, a variety of innovative learning opportunities will be created utilizing community partnerships & unique applications of technology across the curriculum, resulting in diversified learning environments & the opportunity to teach to many different modalities. Community partnerships will enhance the natural resources curriculum & learning opportunities. BFCS is a Stewardship School & a partner with the **Oregon Natural Resources Education Program (ONREP)** which facilitates training & supports educators in working together through collaboration & partnership to engage students in a place-based approach to teaching & learning using natural resources as a context. ONREP works in partnership with schools to identify goals for integrating natural resources into the curriculum (including but not limited to science, technology, engineering, art, math & language arts) & then

⁸ Smith, Gregory “Place-Based Education: Learning To Be Where We Are”, 2002 Phi Delta Kappan

⁹ Sobel, David Connecting Classrooms & Communities, 2004 Center For Ecoliteracy

designs a personalized professional development program to meet the school's needs. In partnership with the U.S. Department of Fish & Game & the Oregon Department of Fish & Wildlife, we have been given a nine acre facility to enable students to manage a fish hatchery. This hatchery, within walking distance of our school, has a pond, numerous outbuildings & Ginger Creek. Butte Creek is also nearby. Our dream is to create a Natural Resource Learning Center for the use of our students, the public & groups from other schools. Students will not only raise hatchlings, they will test water quality, & other environmental impacts & the effects on wildlife in the area. Students will study the stream volume, & examine micro-invertebrates to analyze stream health. They will also examine native trees & plants for identification & health. In addition, we will have students work with the Bureau of Land Management to manage the Ginger Creek Watershed & the Upper Rogue Watershed. We are also working with the Bureau of Land Management & the County Soil & Water Commission to have agency personnel teach students how to do a timber stand survey on the property. We are also working on a burned out area of forest land to do replanting & an environmental analysis & succession study. It is anticipated that many projects on forest land will be developed through these agency partnerships. Course specific Highly Qualified community instructors teaching in areas of expertise will also enhance course selections & learning options. **National Education Technology Standards (NETS):** The emphasis on the NETS will integrate technology across the curriculum, K-12 & create new courses & opportunities. The development team believes that technology is critical to teaching our students to access, analyze & utilize information. A high tech campus "without walls" will literally link our students with students in other states & other parts of the world ("Partner School Project"), allow them to observe field work, experiments or artistic exhibits in the community, take high school courses in almost every imaginable subject,

attend early college & allow them to have access to a first class education. The application of technology will provide diversified learning environments with a multitude of learning & assessment options. Direct access to technology will enhance inquiry-based learning & energize instruction. Students will use new technology skills & tools for planning, inquiry & communication; to develop relationships with outside resources & organizations (Bureau of Land Management, local businesses, colleges, ranchers, etc.); enhance relevant community service, utilize hands-on instruction in real-life situations & take online courses. BFCS will also offer an online component for some students (Education 2020). In addition, a student wishing to take Japanese or Chinese could do so through on-line Power Glide with a Highly Qualified Oregon licensed teacher. Utilizing the National Education Technology Standards, students will have access to computers in the classroom daily, in addition to other aspects of technology. Students are expected to apply the basics in authentic, integrated ways in their life, to solve problems, complete projects & creatively extend their abilities. The National Education Technology Standards will help our students prepare to work, live & contribute to the very fabric of their communities. The new technology standards identify higher-order thinking skills & digital involvement as critical to becoming a life-long learner & productively engaging in our emerging global society. By harnessing the power of technology, we have the potential to personalize the learning process; support teachers in enacting best teaching strategies & help students meet ambitious rigorous standards. Technology can supplement teacher directed instruction by reinforcing what has been taught; giving students greater ownership & responsibility for learning & freeing teachers to guide, inspire & mentor.¹⁰ Digital projectors,

¹⁰ US Department of Education, Office of Educational Technology, Transforming American Education: Learning powered by technology (National Education Technology Plan), 2010.

Interwrite Schoolpads, clicker systems & document projectors will also be used. The following software applications will be explored for use: simulations, i.e. virtual frog dissections; proficiency-based, on-line courses; real time feedback systems; Vernier probes & digital microscope & advanced math applications. Technology, place based education & community partnerships, extend the reach of the subject & the learner. The *flexibility of being a charter school* will also allow the development of supplemental course offerings taught by community members, expanding elective & core choices. One of the most exciting aspects of enhancing technology at our campus is the development of partner schools (“Partner Schools Project”) in other states or other parts of the world to allow our students to work jointly on environmental project around the world & to share information about their culture. BFCS will use technology for differentiation of instruction & expanded learning opportunities. Technology will allow enriched web based instruction & expand high school & early college course options delivered electronically. Using the principles of multiple intelligences, students will use knowledge gained through Career Information Systems & Individual Education Plans to address interests & expand learning options. Rogue Community College, also a partner, will pilot a new on-line math curriculum focusing on Career Technical Education (CTE) skills for our students. With the use of the advanced technological opportunities this grant will provide, BFCS also anticipates forming other partnerships with Rogue Community College & other State colleges to offer early college enrollment opportunities. Many of our students have never had a family member attend college. An early college option will help mitigate fears about attending “college” & increase their probability of continuing & becoming a college graduate. **Personal Learning Plans:** Another component of our educational program is the development of Personal Learning Plans. Using the principles of multiple intelligences, assessment scores & career/interest surveys, each

of our students K-12 will develop, with staff & parents, an Individual Learning Plan, focusing on their goals, interests & strengths. The plans will be used to raise academic achievement in core subject areas & requires meeting the instructional needs of all learners using a differentiated delivery system, allowing the appropriate level of academic support. Four levels of support are identified for each core area, ranging from advanced learners to learners with the greatest needs. Prior to instruction students will complete a series of pre-assessments allowing staff to gather data identifying each student's areas of strength, learning style & areas in need of improvement. Parents, staff & the student will then create the Personal Learning Plan that will set measurable goals & built in measurements to ensure appropriate placement & ongoing support. Staff will be given professional development so they can implement new research based techniques that are proven to individualize instruction, in addition they will be trained on tracking individual student progress in meeting standards, within the student's PLP, on iPads. All staff will have an initial training with ongoing support being part of the Professional Learning Team meetings.

Competency/Proficiency Based Learning: BFCS will also award credit for standards/competency/proficiency based learning based on alternative demonstrations of knowledge, rather than simply a pencil & paper quiz or test. Students will demonstrate proficiency through projects, demonstrations & presentations. Competency based strategies provide flexibility in the way that credit can be earned or awarded & provides students with personalized learning opportunities. For example, an “at risk” or drop-out retrieval student who is credit deficient could “catch up”/test out by taking on-line courses. By recognizing what students already know & enabling students to master skills at their own pace, competency based learning systems help save both time & money; create multiple pathways to graduation; make better use of technology; support new staffing patterns that utilize teacher skills differently; take

advantage of learning opportunities outside of school hours & walls & help identify opportunities to target interventions to meet the specific learning needs.¹¹ These strategies include online & blended learning, dual enrollment & early college high school, project based & community based learning, & credit recovery among others. This type of learning leads to better student engagement because the content is relevant to each student & tailored to their unique needs. It also leads to better student outcomes because the pace of learning is customized to each student. BFCS will develop (By 6/1/14) standards based holistic & analytic rubrics to create innovative ways to allow students to demonstrate competency based knowledge & skills. *Even the US Department of Education Secretary Arne Duncan promoted the effectiveness of our approach, “We need to take classroom learning **beyond a one-size-fits-all model** & bring it into the 21st century.”¹² Transitioning away from seat time, in favor of a structure that creates flexibility, allows students to progress as they demonstrate mastery of academic content, regardless of time, place or pace of learning.* Ongoing evaluation of our program, involvement of community, including partnerships with colleges & Best Practices research will facilitate our successful approach. **Mentoring/Service Learning & Career Technical Education:** The next major focus of BFCS is the mentoring/service learning & Career Technical Education component, which research has shown is a major factor in increasing the connectedness of the educational process. Examples of Service Learning & Mentoring include tutoring & cooperative learning during site based classes, lunch buddy or reading buddy or community projects, such as a food drive or a beautification project at a local park. In addition, Project Learning Tree helps empower students to take action to improve the environment at their school & communities &

¹¹ www.ed.gov/oii-news/competency-based-learning-or-personalized-learning

¹² www.ed.gov/race-top/district/-competition

neighborhood environments. The service learning projects like “GreenWorks!” & “Green Schools!” provide powerful teaching opportunities to engage students in meaningful service through a process carefully integrated with the Natural Resources learning objectives. The mentoring component will teach interpersonal skills, collaboration & communication. BFCS will also promote opportunities for students to become participants in community affairs & projects. One of our student goals is that 95% of students K-12 will take part in a community project either working in the community or on site with a community member. Examples would be protecting areas along the river, maintaining a trail in the forest, completing a gardening project at the library, serving as a student representative on the City Council, etc. Through the use of technology & community partnerships, Career Technical Education will provide meaningful, contextual, real life, hands on experiences & will be promoted through the use of technology & community partnerships. Students will have an opportunity to develop workplace skills & enhance their organizational, interpersonal & time management abilities while ensuring a smoother transition to college & the workplace. Community partners, including medical professionals, restaurant workers, artists, hospitality workers, child care workers, etc. will be invaluable in bringing a first person perspective to these fields. The community partnerships & mentor/vocational education component will provide student opportunities to serve internships in fields related to their interests. Community partnerships will expand learning options, course selections & diversity across the curriculum. BFCS anticipates forming partnerships with local artists, individuals, businesses, the US Department of Forestry, or organizations such as Southern Oregon Art Academy, the Shakespearean Festival in Ashland, Oregon & Southern Oregon Artist Resources (SOAR). Students will also have the opportunity to enroll in college classes through approved colleges like, Rogue Community College & Southern Oregon

University. From community partnerships will emerge highly qualified supplemental course instructors to expand course offerings on site & within the community. **Classroom Structure &**

Types of Instructional Methods: BFCS will provide a variety of instructional methods: direct instruction in both small & large groups, cross curriculum/multiage groupings, inquiry/experimental instruction, practical applications, cooperative learning, community based instruction, experiential, project based instruction, internships, multimedia, early college & on-line courses. Direct instruction will also be used K-12, but more frequently K-3 to ensure a strong foundation in language arts & math. Although students in K-7 will spend a portion of their day in cross grade level self-contained classrooms & students in grades 8-12 are departmentalized, the service delivery & philosophy of our school will be across the K-12 grade levels. (See Typical Day below). BFCS **recognizes the ambitious breadth** of our instructional approach but we believe it will enhance our ability to individualize our students' learning needs, not detract from it. **Curriculum:** In addition to the comprehensive, standards based K-12 Natural Resources Curriculum through Oregon State University, which is aligned to the common core standards, is project based & aligned with the 21st Century Learning Framework,¹³ we also supplement with Education 2020 for grades 6-12 for specific courses & with teacher generated activities & incidental subject specific materials, as well as with other programs such as Project Wild, Project Wet, Project Wild Aquatic, all of which are correlated to the national Language Arts, Math, Social Studies & Science standards. The publication "The Stream Scene: Watersheds, Wildlife & People" includes a myriad of integrative field based exercises that are carefully mapped to the Common Core Standards. "Oregon Agriculture in the Classroom Foundation" (<http://AITC.oregonstate.edu>) also has many resources that can be utilized. When,

¹³ <http://www.p21.org/storage/documents/1. P21 framework 2 pager.pdg>

after much effort, BFSF converted to Butte Falls Charter School, it found itself without grant planning & implementation funds. Therefore the foundational content of our educational program, is using the Common Core Standards & core curriculum that was being used prior to converting to a charter school. We often rely on teacher generated activities to complement the natural resources emphasis. If we are able to obtain Grant funds, we will develop a curriculum framework that better fits the vision & mission of our school. The real-life focus curriculum will be more appealing to all students, especially those previously considered ‘at-risk’. The explicit details of additional curriculum & its implementation will be developed in the future by the staff & Charter Council of BFCS, using grant funds for training, development & purchase of applicable curriculum. We will closely monitor curriculum implementation to ensure that it aligns with our vision. Following is a summary current of supplemental curriculum utilized in addition to the resources cited above: **Mathematics *Bridges K-5 & Oregon Focus 6-8, Education 2020 Glencoe Math & Teacher Generated Materials Grades 6-12***-BFCS will provide traditional instruction using curriculum & teaching materials in accord with the common Core Standards. Mathematics will be incorporated into project learning as a natural part of documenting observations (such as in biology by measuring plant growth & calculating growth rates, or in hydrology by measuring the amount of water in a pond or stream, & by estimating the amount of water moving through a stream) as well as in designing patterns such as for the planting of crops & plays important role in art & nature. **Literacy/Language Arts *Phonics materials; Houghton/Mifflin & misc. materials/teacher generated Grades K-5; Houghton/Mifflin Reading Intermediate, 2020 & Misc. literature 6-12***: In all grades the school curriculum will adopt a balanced approach to teaching literacy. In grades K-2 we will use phonics & sight words with direct instruction. In grades 3-8, the school curriculum will adopt a

literature & writing based approach to teaching literacy. At these grade the majority of instruction will be the foundations of writing. The study of literature will also become more prominent in grades 5-12. BFCS will use literature circles as the primary method to study literature & will draw from literature relevant to the place-based projects. BFCS believes writing is fundamental to a well-rounded education. Writing will be integrated into science-based project reports, functional report writing as well as the writing of fiction. **PE & Health:** The focus of the PE & Health curriculum will be Fitness for Life. All Oregon State Benchmarks & Standards will be adopted & interwoven into the teacher generated PE activities. **Humanities & Education 2020 Grades 6-12:** At all grade levels BFCS will provide humanities instruction through direct instruction & hands-on, place-based projects to explore & build a sense of the history & influence of the people within the local area. In addition, focused studies will be conducted to meet state benchmarks by grade level. **Place-Based Integrated Projects: Science** *Glencoe-Science & Foss Kits*-Science instruction will be primarily taught through hands-on, place-based projects in the OSU Natural Resources Curriculum. The inquiry method, scientific observation & scientific reporting will be the centerpiece of each project which will be aligned to state standards. Social studies will be taught through direct instruction & place-based projects. These projects will emphasize the local environment & give students an opportunity to explore & build a sense of the history & culture of the area. Most projects will include an art component—either by individual students or groups. For example, a project dealing with wildlife may include watercolors or field journal sketches. Technology will be integrated as a natural part of daily lessons & activities. Students will use computers, digital cameras, the internet & other technological resources to expand their explorations, answer questions & create projects. At all grade levels, BFCS will emphasize the following goals: record scientific observations; formulate

hypotheses & strategies of inquiry; write brief reports; include observations & information from two or more sources; use diagrams, charts, or illustrations that are appropriate to the text & development of the student. **Arts: *Teacher Generated Activities*** Integrative projects featuring arts, science & community will take place throughout the day. Knowledge of art will be demonstrated through samples in a portfolio. **Multi-disciplinary Projects:** The BFCS place-based curriculum will focus on in-depth multidisciplinary projects. Each of these potential projects is assumed to be grounded in the forests, lakes, rivers & creeks in the place-based location of Butte Falls. A component of each project will be a matrix incorporating content standards that are being taught. **Typical Day:** It is difficult to describe a typical day because each day will vary widely depending upon the grade level & needs of the individual student. On this particular day, using the principles of cross-grade level instruction, project-based instruction, hands on learning & incorporating standards across the curriculum, all of the 8th, 9th & 10th grade students (36) meet in their homerooms for attendance & announcements. They then leave by bus for a recently burned out area of the forest, to continue a project they have been working on for a week---examine the effects of the fire on the environment. Each student was given grade level assignments when the project started, which incorporated standards from Science, Math, Language Arts, Art, Technology & PE. Hiking to the site, students will work with their teachers & Forest Service professionals. They will take notes using their computer, gather soil samples, note indication of flora & fauna, take photographs & make detailed observations (i.e. which animals have been using the burned section compared to an unburned section). The professionals will give instruction about the burned & unburned areas. The students will then return to the school to eat lunch & during the next 2 hours of the day will work as a group to begin to analyze the samples (science) organize the data (math) & prepare an oral report on the results (language

arts) to a younger (K-7) grade level. This group will work together for another week to complete this project & will eventually, individually prepare a power point presentation compiling all of their project information which they will each present to their family. During the last hour of the day, students will take part in elective interests, art, music, crafts, etc. The 10th grader will spend the last hour of the day receiving instruction in an on-line Japanese foreign language course offered through Power Glide but will return to working with the group the next day. An optional afterschool program will offer homework assistance & reading fluency practice. While the 8th, 9th & 10th grade students are focusing on the burned out area, 11th & 12th graders are culminating a literature unit on Shakespeare with a fieldtrip to the Shakespearian Festival in nearby Ashland, Oregon. One adjunct assignment is to write a short paper on ways to deal with the environmental impact of the Festival on the community. Younger students K-7 will be focusing on an integrated art/science project, photographing/drawing & researching/journal writing about flora and fauna they see on a hike along Butte Creek. The options are limitless!

(1) b. Enabling All Students to Meet State & Local Academic Standards: The Common Core Standards will be the foundation for implementing the educational program. There will be emphasis in teacher training on the standards to ensure that all instruction addresses the benchmarks & standards. BFCS will utilize the research-based natural resources curriculum developed by Oregon State University, which addresses the Common Core Standards for K-12 students, has received numerous educational awards & helps address NCLB's requirements for improving accountability for student achievement, scientifically sound materials, preparing highly qualified educators, providing high-quality professional development & using educational practices that are proven effective. We know that simply teaching to the Standards is not enough. There needs to be significant effort made to anticipating the learning needs of students who are

struggling & proactively offering interventions to meet those needs. Another component of our educational program is the development of Individualized Learning Plans as described in Preference Priority 1 & Selection Criteria (1) a above. Using the principles of multiple intelligences, assessment scores & career/interest surveys, each of our students K-12 will develop, with staff & parents, an Individual Learning Plan, focusing on their goals, interests & strengths. The plans will be used to raise academic achievement in core subject areas & requires meeting the instructional needs of all learners using a differentiated delivery system, allowing the appropriate level of academic support. Four levels of support are identified for each core area, ranging from advanced learners to learners with the greatest needs. Prior to instruction students will complete a series of pre-assessments allowing staff to gather data identifying each student's areas of strength, learning style & areas in need of improvement. Parents, staff & the student will then create the Individual Learning Plan that will set measurable goals & built in measurements to ensure appropriate placement & ongoing support. Staff will be given professional development to implement new research based techniques that are proven to assist students. Professional Learning Teams will meet weekly to discuss data, struggling students & to make data-driven decisions about instruction. Peer observation & feedback will be used to help teachers improve best practices, along with coaching from more experienced teachers & administration. There will also be significant effort made to enhancing basic math, writing, & reading literacy to bring students who are delayed to an optimum level of achievement. Students K-12 will be benchmarked three time a year using Aims Web measures, & those identified as needing intervention in Math, Reading or Writing will be taught during scheduled intervention periods. Students will be placed by ability levels in the interventions, not by grade level & will receive interventions delivered under the guidance of the Response To Intervention Counselor.

A free afterschool program will also offer individual/small group tutoring. BFCS will provide professional development opportunities to enhance success in meeting standards. This combined with collaborative planning sessions will allow staff to effectively & efficiently align standards, investigate new research & implement effective instructional strategies. Using the principles of Data Driven Decision making, beginning November 2013, the project director will develop committees made up of teachers & parents who will meet weekly to review the state content standards & state assessment results (by 1/1/14); review the academic framework (by 2/1/14) review a broad range of curriculum selections to facilitate the integration of the NETS, the Career Educational component & the Natural Resources Curriculum across the curriculum K-12 (by 6/1/14) & ensure the core curriculum options align with the Oregon State standards by 7/1/14. The use of a product such as “Curriculum Mapper’ is under consideration to assist in this process. By July 1, 2014, the team will develop pre/post common formative assessments, aligned to state assessments to determine student needs around each priority standard prior to instruction. By July 1, 2014, course outlines & curriculum for all courses, including new classes, will be developed & aligned with the Common Core standards & the NETS & Best Practices for Technical & Career Education. Utilizing the Professional Learning Team process, each teacher will have a year long curriculum plan to teach every standard & to track individual student progress on iPads. It is also important to note that BFCS is a partner with the **Oregon Response to Intervention Project** (oregonrti.org), whose specific focus is improving core subjects in grades K-5. Research based from the University of Oregon it focuses on improving core instruction. It is also data based from AimsWeb & the State Assessment Data. (oregonrti.org)

Selection Criteria (2) The extent to which the proposed project will assist educationally disadvantaged students in meeting State academic content/achievement standards

(2) a. Individual Learning Needs-BFCS will provide individualized instruction tailored to the individual learning needs, using the principles of Data Driven Decision Making. The unique structure of our program will allow our teachers to have intimate knowledge of all students' strengths & learning weaknesses through the development of Personal Learning Plans, utilizing assessment data & testing of multiple intelligences. Our school will have an FTE ***Response To Intervention*** counselor so that students learning needs can be adjusted at the first sign of difficulty. In addition, our school will budget for ***expert consultation services*** to assist teachers with the development of research-based interventions for specific student situations. Examples of services that might be provided at times when a particular student appears to need additional help are: peer-to-peer mentoring, tutoring, on-line reinforcement interventions or one-on-one teacher time. BFCS will also individualize need by offering: on-line classes to allow flexible scheduling, credit for proficiency by testing to meet standards, direct support for areas of weakness, a hybrid of course offerings consisting of traditional/on-line & more hands-on courses to keep students engaged. Our specific policy & procedure for a Response to Intervention process will be reviewed & revised if necessary during the initial planning stages (10/1/13-6/30/14) of the grant. Teachers will meet with the Special Education teacher & the parent to review informal assessments & observation to help a student who is struggling find success. BFCS's unique classroom structure & individual/small group instruction will allow students of all developmental & educational levels to be appropriately challenged. The opportunity to work at their own pace & utilize their own learning strengths in a non-traditional manner, allows students who learn differently to be successful. After a period of instructional modifications, if the student does not make satisfactory progress, a determination may be made to begin a special education evaluation. If the student requires special education services, BFCS will provide the

majority of those services in its inclusion model to assist any student with identified learning problems in the least restrictive educational setting. BFCS believes & long standing research supports the premise that students benefit both academically & emotionally when they are substantively a part of the regular education program.

(2) b. Children With Disabilities, Including Those With 504 Plans & Professional

Development BFCS pledges that children with disabilities will be served in the same manner as children attending other public schools, including a policy of providing supplementary & related services on site. In addition, BFCS pledges that there will be a proportional distribution of funds based on the relative enrollment of children with disabilities in the same manner as it is provided to students in other public schools. BFCS provide all Special Education Services for all students who attend the charter school whether they are residents or non-residents of the district. BFCS will provide a free appropriate public education in the same manner as is provided to other students with disabilities in traditional schools. The unique personalized approach (Personal Learning Plans & Response To Intervention) within BFCS will allow early identification of children with special needs & promote effective service delivery. It is the intent of *BFCS* to use the principles of full inclusion whenever possible. BFCS pledges that individuals with special needs will be served in accordance with federal & state law & that a free & appropriate education is provided to all students with exceptional needs. **Professional Development** related to Special Educational identification & referral, modifications & accommodations, discipline, attendance reporting, communication with parents, & the teacher's on the IEP team will be provided to all staff. **504 Plans:** In the event that a student with a disability does not qualify for Special Education services but does require extra attention, an annual 504 plan will be created to identify & implement individualized strategies to facilitate academic success.

(2) c. Education of English Language Learners BFCS shall identify ELL students & provide appropriate programs to overcome language barriers. By June 1, 2014, BFCS will review & revise, if necessary, the process & policy for identifying & providing services to students who are limited-English Proficient. When the inability to speak & understand the English language excludes children from effective participation, BFCS will take immediate, affirmative steps to rectify the language deficiency. BFCS will not assign national origin & shy minority group students to Special Education classes on the basis of criteria which evaluates English language skills. Any ability grouping to deal with the special language skill needs shall be designed to meet such language skill needs as soon as possible. Notices of school activities will be given to parents of ELL students in their native language.

Selection Criteria (3) The quality of the strategy for assessing achievements of the charter school's objectives (15 points)

(3) a. School Accountability Plan & School Objectives [Please note that the School Objectives **align with**, but are different than, the Project Goals/Objectives listed in Selection Criteria (6)]: BFCS is committed to adhering to the highest standards of academic & fiscal accountability. Annually, in July of each year, the Administrator will provide a **School Accountability Performance Report** to all stake holders—the BFCS Charter Council, the District Governing Board, parents & the public. This report will include information on the educational program, school/student goals, academic standards & achievement, Annual Progress & the Report Card, in addition to information on all financial & business components. A copy of the annual financial audit will be provided to ODE, the State Board of Education, BFCS Council & the public. A quarterly newsletter will inform parents of our activities & progress as indicated above. Our website, surveys & parent conferences will enhance parental

communication. Our website will post all fiscal reports & achievement reports. Annual Measurable Objectives Reports & State Report Cards about BFCS will be mailed home annually.

Note: Objective 2 of the School Objectives below will develop an evaluation rubric to monitor & evaluate the achievements of the school.

School Objectives

Objective 1: Professional Development By February 2014, ongoing throughout the life of the school, *BFCS* will develop a high quality, *ongoing* professional development plan. Training will begin by March 2012. A needs assessment will be conducted annually in June to determine training priorities for the coming year. Tracked through plan.

Objective 2: Evaluation & Assessment Plan By June 2014, *BFCS* will develop a plan & a rubric for on-going evaluation & assessment of the educational program of *BFCS*. By July of each year, student performance data will be collected, analyzed & reported to the Governing Board, the Charter Council & the community. Baseline data will be collected in September 2012. Tracked through rubric.

Objective 3: Volunteer Enhancement: By April 2014 *BFCS* will develop a Volunteer Program to encourage 90% of parents & 25 other community members to volunteer at least twice each year. Volunteer time will be tracked with sign in sheets.

Objective 4: Student Outreach By April 2014, *BFCS* will develop a program “**Project Outreach**” to **identify & serve** home school & other at risk, underserved populations (pregnant minors, teen parents, students who have stopped coming to school.) Educational service will be individualized & include creative approaches, in addition to, site based instruction. Tracked through ongoing participation as evidenced by the student attendance system & a contact log.

Objective 5: Annual Surveys Commencing June 2014, BFCS will conduct annual surveys of parents, students, staff & community members to gain additional information to drive quality management & parental/community involvement. Evidenced by surveys & results.

(3) b. Student Accountability Plan & Student Objectives:

Student Accountability Plan: BFCS is committed to offering a high-quality educational program to its students. An integral component is the intentional & strategic measurement of student performance. In addition, it is critical to have clear, explicit learning goals, outcomes & standards; teachers, parents and the community must understand the outcomes; multiple methods of assessment must be used; assessment must be an integrated part of the instruction, professional development of the school; student language must be taken into account; all students must be assessed and academic growth must be reported. Being aware of these principles, BFCS's overall student accountability plan will include a wide variety of authentic & performance based assessment tools. These assessments will be used both to describe and measure student performance & to identify further learning needs. Continuous assessments will be made throughout the year using a variety of tools in academic and nonacademic areas. Routine standardized assessments in core academic subjects will be held three times during the year. Across all subject areas the teachers will administer a comprehensive menu of quantitative formative & summative measures of assessment (DIBELS, DRAs, running records, multiple quantitative & qualitative assessments in the math curriculum, spelling tests). **Formative Assessment:** The primary formative assessments used to document student standards based performance/learning will be: documentation of projects, such as photos, artwork, journals, websites, power point presentations; Scoring rubrics, developed by students & teachers; Teacher observation & student portfolios & journals. **Summative Assessments:** Summative

Assessments include: End of chapter/unit exams, semester course exams & Smarter Balance. Smarter Balance will be the primary summative assessment method. Each student will participate in the appropriate subject & level of testing. Benchmarks achieved by each student will be analyzed by staff and, in conjunction with formative assessments will be used to review student achievement & school goals. The standards of academic performance will be keyed to the Common Core Standards, the National Education Technology Standards & the standards of the Natural Resources Curriculum. Personal Learning Plans will assure that appropriate instruction will target academic needs. Raising academic achievement in the core subject areas requires meeting the instructional needs of all learners using a differentiated delivery system. Prior to instruction students will complete a series of pre-assessments, including multiple intelligences, allowing staff to gather data identifying each student's areas of strength, areas in need of improvement & learning style. A Personal Learning Plan will then be created that sets goals & a plan for periodic measurement, to ensure appropriate placement & support. Ongoing professional development will ensure the implementation of research based techniques proven to assist students in attaining their potential. Butte Falls Charter School will also award credit for proficiency based on alternative demonstrations of knowledge rather than a pencil & paper quiz or test. Students will demonstrate proficiency through projects, demonstrations & presentations, to name a few. **Reporting Progress:** Student/parent/teacher conferences held three times per year will be the main mechanism for reporting progress. Report Cards/progress reports will be provided in January & June each year, with interim reports each quarter. Additional narratives will provide information to parents about service learning, mentoring & community projects. Teachers may also use home visits, phone calls or emails to report student progress & enhance parental communication.

Student Objectives (Please note that the student objectives below, align with, but are different than the Project Goals/Objectives in Selection Criteria (6)).

Student Objectives

Goal 1: State Assessments Given state standards by grade level, within two years of entering BFCS, 75% of all students will perform annually in each of the academic areas tested, at or above the mean for all Oregon public schools, measured by Smarter Balance. Within three years, by June 2016, 80% of students who have attended BFCS for three years will meet or exceed the standards as measured by Smarter Balance, the Oregon State Assessment System.

Objective 2: National Technology Standards By May 2015, the end of the second year of operation all students at BFCS will meet or exceed the National Technology Standards at their appropriate grade level. Assessed through Simple Assessment & tracked through work samples & report cards.

Objective 3: Attendance Annually overall attendance rates of students will measure at least 96%. Tracked through attendance records & the School Report Card.

Objective 4: Personal Learning Plans Annually in September of each year, 100% of students in grades K-12, with the assistance of parents & staff, will complete/update their Individual Learning Plan based on assessment results, multiple intelligences, testing, interest & career surveys to guide academic course selection & goals. Evidenced by the Personal Learning Plans.

Objective 5: Student/Community Involvement Annually, 95% of students K-12 will participate in community-based projects. Tracked through teacher logs, student portfolios.

Selection Criteria (4) The extent of community support & community & parental involvement (up to 8 points)

(4. a) Quantitative/Qualitative Data In Support: Parents & community members were the

driving force behind the development of BFCS. The vision for Butte Falls Charter school originated in Spring 2010, when parents, community members & staff, concerned about low assessment results & limited curricular choices within the district's only school, & the fact that the district did not meet Annual Yearly Progress, considered improving options by having the district become a charter conversion. Public forums were held to determine community support & formulate the mission, purpose & goals of the proposed school. Thus, the emphasis on natural resources, community involvement, technology, career education, multiple intelligences & individualized learning plans evolved. An email database was established & from this initial group, a development team was formed. During the exploration outreach meetings, a needs assessment survey, with respondents from over 90% of parents, indicated unanimous support for becoming a charter conversion with a focus on Place Based Education. **(See attached letters of support-Other)**

(4 b.) Outreach-BFCS will utilize a multitude of marketing techniques—newspapers, radio, website, flyers, public forums & community events. We will outreach to community agencies such as law enforcement, social services, & home school groups. *Outreach will be in both English & Spanish.* Targeting at risk students that have medical problems, are pregnant or parenting, working, have been suspended multiple times, are credit deficient, or are behind on their path to graduation, BFCS will individualize need by offering: on-line classes to allow flexible scheduling, standards based credit for proficiency by testing to meet standards, direct support for areas of weakness, a hybrid of course offerings consisting of traditional/on-line & more hands-on courses to keep students engaged & continuing on their educational path. BFCS offers the right of choice as the only charter school available within 40 miles & the only school providing a Natural Resources/Technology curriculum, emphasizing multiple intelligences,

community partnerships, Personal Learning Plans & improved career educational opportunities within Jackson County. **(4 c) Encouraging parental & community involvement.** Parents & community members were the driving force behind the development of BFCS & were involved in developing the vision & framework for the program, including the charter application & charter which was approved by the Board in 2012. Parents, a driving force in our charter conversion, as Development Team members & public forum participants will continue to influence the ongoing refinements as BFCS evolves over the years. Throughout this process, information will be available through the website, school newsletter & community postings. Parents are integral to the continued development & operation of BFCS, as Charter Council members providing a role in governance & participating as active, involved volunteers within the school. In addition, parent/community involvement is inherent within the fabric of the concept for BFCS. See Objective 3 of the School Objectives **(4 d.) Lottery/Equal Opportunity**-BFCS is a school of choice. Enrollment at BFCS is & must be voluntary. All students, including students with disabilities, are eligible for enrollment. Students will be eligible for admission without regard to ethnicity, national origin, gender, disability, economic level or achievement level. Age & grade are the only criteria. If the number of applications exceeds the number of spaces available, BFCS must select students for enrollment through an equitable, blind lottery. If space is available, BFCS may admit students from out of the District. As indicated in ORS 338.125, all students must reside within the state of Oregon. Admission will be by application. If the number of pupils who wish to attend BFCS exceeds the school's capacity, attendance shall be determined by a blind lottery process. After year one BFCS will give admissions preference to students who were enrolled the prior year & siblings of students currently attending, even if those are non-resident students. After BFCS has met its student capacity, & list of preferences, a

waiting list will be established with the order being established through an equitable, blind lottery. All resident student, for this *charter conversion school* must be allowed to attend, if they so choose. Vacancies will be filled by using the waiting list. Each year, once the waiting list is established, students are added to the respective list on a first come, first serve basis. Once a nonresident student has been enrolled, the nonresident student will not be bumped by a resident student who wishes to enroll at a later date. BFCS will be non-sectarian in its programs, admissions policies, employment practices, & all other operations & shall not charge tuition.

Selection Criteria (5) Quality of the Personnel (22 points) This criteria will be answered in three ways. **(5) a. Diversity Outreach (5) b. Description of the Governing.** & **(5) c. Description of the Hiring Practices to Ensure Quality Employees**

(5) a. Diversity Outreach-BFCS seeks to promote diversity within our school & seeks to hire committed staff who have deep respect for the uniqueness of others & truly care about the broad range of parents & students with whom they will come into contact. All staff will be committed to maintaining high expectations for all students as well as themselves & must believe that all students can be successful. BFCS will seek to encourage applications for employment from persons who are members of groups that traditionally have been underrepresented based on race, color, national origin, gender, age or disability. & will not discriminate on any basis. BFCS will recruit to fill new openings by placing advertisements in publications that include those focusing on underrepresented groups & through Job Fairs & institutions of higher learning with high percentages of underrepresented groups (OSU) & in the more urban communities such Portland, Oregon & other large cities where more diverse populations reside. All staff will take part in Diversity Training.

(5) b. Quality of the Governing Board

Anthony Scott Burns, Council Chair is a teacher at BFCS, is highly qualified to teach both Science & Math at the middle & high school levels. He has lived in Butte Falls for 5 years & has been actively & tirelessly involved in the school improvement process & data analysis for 4 years. He strongly believes in making educational decisions around data that support them to achieve maximum results & in preparing our rural students with skills to be global citizens.

Mardell Smith (Vice Chair)-the office manager at an elementary school, she has been employed in school systems for 17 years & is familiar with school budgets & budget development. Previously she worked in both special education & general education. As a parent, she has been actively involved within both the school & the community.

Shayna Dortch (Treasurer) is a middle school/high school teacher & has three children that attend BFCS. Actively involved in the Site Council she is familiar with school budgets & budget development. She & her family are actively involved in community events, including support of the local community partnership youth center. She is fervent in her desire to improve the status of the educational options within Butte Falls for all children.

Stephanie Pitts (Secretary) is a young mother & teacher. Her husband is a long time local & graduate from BFHS. Initially moving out of the area, they chose to return to allow their own children to attend the small school & beautiful, community setting that Butte Falls can provide. They are both involved in Site Council & the community. She is passionate in her desire to put students in touch with the beauty & appreciation of the Natural Resources in our area, to raise academic standards & increase learning for all children.

Aarron Worman is currently employed at the Bureau of Land Management & is passionate about forming community partnerships with Butte Falls Charter School. He is a parent of two students currently attending BFCS. Aaron & his wife are actively involved in Site Council &

other parental involvement activities. **Advisory Members:** The charter council also has non-voting members who serve in an advisory capacity in the areas of **Law, Finance & Technology**. **Dr. David Courtney** (see Curriculum Vitae & information (4) c.) also sits on the Board as a non-voting member.

(4) c. Quality of the Personnel-Employment Practices BFCS has a highly qualified administrator, Dr. David Courtney Ed.D, licensed through the Oregon Teacher Standards & Practices Commission to **coordinate the day to day activities of the school, implement the policies & procedures approved by the Council & supervise all staff.** Highly regarded & respected, Dr. Courtney has over twenty years of experience as an administrator & has extensive experience in school management & finance, including being a District Superintendent. He has also served as a Director of Personnel, Finance, Federal Programs, & Special Education. He has implemented school reform projects such as Survey of Enacted Curriculum & Professional Learning Teams. **The charter council will be responsible for evaluating & supervising Dr. Courtney.** The evaluation process will include specific & measurable goals consistent with the Interstate Standards for school leaders. The standards address key elements of teaching, & learning, administrative duties, accountability, community involvement & cultural competencies. In addition, to the administrator, BFCS will have a Business Manager, 3 teachers K-3, 1 teacher 4-5; 1 teacher 6-7; 4.5 teachers grades 8-12; .5 FTE Vocational Education/Technology teacher; 1 Special Education Teacher & a Response To Intervention Counselor. The staff will also consist of 7 classroom paraprofessionals & 7.8 FTE support staff (custodial, technology specialist, food services, transportation, clerical) & a contracted .5 FTE Psychologist. The teachers, counselor, paraprofessionals & psychologist will all meet the requirements of “highly qualified” as defined in No Child Left Behind & will be licensed through the Oregon Teacher Standards & Practices

Commission. All staff must complete a multi-phase interview process; be fingerprinted & cleared through a criminal background check. All staff must be familiar with & in agreement with the mission of BFCS & must maintain the highest ethical standards. BFCS seeks to hire committed staff who have deep respect for the uniqueness of others & truly care about the broad range of parents & students with whom they will come into contact. All staff will be committed to maintaining high expectations for all students as well as themselves & must believe that all students can be successful. It will be mandatory that all staff take part in all professional development, including diversity training. **Diversity Outreach:** See Selection Criteria (4) a.

Selection Criteria (6) Quality of the Management Plan (16 points)

Dr. David Courtney, as Project Director & will oversee development & implementation of the grant project, school & student objectives, & complete all required reports during all phases of the grant timeline. With over 20 years administrative experience, including extensive management & fiscal experience, Dr. Courtney is well qualified to fulfill this role. (See resume in Other) **Fiscal Practices & Policies:** BFCS will conduct financial operations according to state law, Generally Accepted Accounting Principles, established policies & procedures, a strong conflict of interest policy, the highest ethical standards & will follow a well-developed business plan approved by the Charter Council, who will oversee administration of the grant funds. To ensure quality control in meeting goals within the timeline, all objectives will be benchmarked by the Project Director weekly, using a computerized timeline, check-off list & narrative. Following is a description of how the grant funds will be spent for each goal/objective, the timelines & associated tasks to achieve the milestones:

Goal 1- Develop a high quality charter school with an emphasis on placed based education, environmental awareness & natural resources for grades K-12, that will promote high academic achievement & varied curricular options.

Goal 1 Objective 1: Open School With Increased Academic Achievement By September 2013, BFCS will open to provide a technology enhanced, Natural Resources Curriculum aligned with the Common Core Standards, utilizing the principles of multiple intelligences, place based education, competency/proficiency based learning, enhanced vocational educational opportunities, community partnerships & individualized learning plans that will improve academic performance of all students, 75% of whom will meet or exceed standards as measured by Smarter Balance within two years of entering BFCS. Within three years, by June 2016, 80% of students who have attended BFCS for three years will meet or exceed the standards as measured by Smarter Balance. Evidenced by District Report Card & Annual Yearly Progress.

Goal 1 Objective 1 Tasks Planning Phase

▶ Project director (PD) will meet weekly, beginning 9/13, with select teachers, parents & charter council to develop a comprehensive 5 year plan (by 6/30/14) for the natural resources, environmental based school. Target Dates 10/1/13-6/30/14

▶ PD will meet weekly, beginning 10/1/13 with the Curriculum Committee to develop new courses (by 1/1/14) & select, align curriculum (Common Core Standards, NETS, Oregon State University's Natural Resources curriculum, community partnerships, place based learning) by 4/1/14, make recommendations (by 5/1/14) for needed curriculum materials, electronic/print media, supplies & equipment for purchase. Target Dates: 10/1/13-6/30/14

▶ Beginning 10/1/13, PD to work with the Facilities committee to prioritize (by 1/1/14) repairs & refurbishing of the building & grounds to be completed (by 6/30/14) to meet local, ADA &

safety codes & wireless access throughout school & develop web cam/video conferencing specifics to allow BFCS to fulfill its vision & mission. Target Dates: 10/1/13-6/30/14

▶ Beginning 10/1/13 the project director will meet weekly with two Charter Council members, two parents & two teachers to review organizational documents, policies & procedures, employee handbook, etc make recommendations for improvement by 3/1/14 & make needed changes by 6/30/14. Target Dates: 10/1/13-6/30/14

▶ Beginning 10/1/13 the project director will meet weekly with select teachers & parents to develop a plan & rubric by 2/1/14 for quality control & ongoing evaluation of the success of all the components of the school to be implemented by 6/30/14. Target Dates: 10/1/13-6/30/14

Goal 1 Objective 1 Tasks Implementation Year 1

▶ PD to meet weekly (beginning 7/1/14) with Curriculum Committee to evaluate/revise courses & review/revise curriculum to ensure alignment, make recommendations for new purchases of curriculum, supplies & equipment (by 8/1/14), including materials for vocational courses, natural resources curriculum, new courses, digital microscopes, dissection materials, teaching software, etc. & implement academic plan (by 9/1/14 & ongoing). Target Dates: 7/1/14-6/30/15

▶ Beginning 7/1/14, PD to obtain feedback by 8/1/14 from teachers with recommendations to purchase by 9/1/14 & ongoing misc. books & materials on natural resources curriculum, place based learning, multiple intelligences, Personal Learning Plans, proficiency/competency based learning, National Education Technology Standards, etc. Target Dates: 7/1/14-6/30/15

▶ PD to purchase by 7/1/14 learning materials/equipment as indicated in the Technology Infrastructure & Education Plan (See Goal 1 Objective 3) Target Dates: 7/1/14-6/30/15

▶ PD & Technology Coordinator to purchase Software licenses by 7/1/14 to implement (on-going) assessment plan for evaluation of components of school. Target Dates: 7/1/14-6/30/15

Goal 1 Objective 1 Tasks Continued Implementation Year 2

►Beginning 7/1/15, PD to work with Curriculum Committee to review/evaluate/revise new courses & curriculum to ensure alignment (by 8/1/15), make adjustments of curriculum (by 12/1/15), review & adjust course outlines to ensure alignment (By 9/1/15) & implement any new curriculum (including teaching software) by 9/1/15 & ongoing. Target Dates: 7/1/15-6/30/16

►Beginning 7/1/15, PD to obtain feedback from teachers by 10/1/15 to make recommendation for purchase by 12/1/15 misc. print & e-media on natural resources curriculum, place based learning, multiple intelligences, Personal Learning Plans, proficiency/competency based learning, NETS, etc. Target Dates: 7/1/15-6/30/16

►PD to meet with K-7 teachers beginning 7/1/15 for recommendations for purchase by 9/1/15 of furniture/equipment as needed for grades K-7. Target Dates: 7/1/15-6/30/16

►PD & Technology Coordinator to review Technology Infrastructure & Education Plan (by 8/1/15) for recommendation for purchase by 9/1/15 of hand-held learning & Assessment Technology, iPod Touches , charge pads, clickers & Vernier Probeware, as indicated & implement within educational framework (ongoing). Target Dates: 7/1/15-6/30/16

►PD to purchase software license by 7/1/15 to track assessment results & ongoing evaluation of the components of the school & prepare final report by 6/30/16. Target Dates: 7/1/15-6/30/16

***Goal 1 Objective 2: Professional Development** Beginning September 2013, staff selected by the project director will meet weekly to develop a Professional Development Plan (By January 2014), including, at a minimum, training on the Oregon State University's Natural Resources Curriculum, ONREP, Multiple Intelligences, Individualized Learning Plans, integration of the National Education Technology Standards, Career Technical Educational component, Diversity, Common Core Standards, Competency/Proficiency Based Learning, Positive Behavior Support*

& principles of place-based education & research based techniques to individualize instruction. Implementation will begin 7/14 & be ongoing. The plan will be revised annually in June based on a needs assessment. Evidenced by plan & attendance/feedback at trainings & post tests.

Goal 1 Objective 2 Tasks Planning

► Beginning 10/1/13, Project director will work with the Professional Development Committee to coordinate development (By 1/1/14) of & implementation of (By 3/1/14) Professional Development plan & evaluate plan & revise for upcoming year (By 6/1/14) Ongoing. Target Dates: 10/1/13-6/30/14

Goal 1 Objective 2 Tasks Implementation Year 1

► PD to work with Professional Development Committee to coordinate (by 7/1/14) & implement training plan (by 10/1/15), including completing a needs assessment & development of a new training plan for coming year (by 6/30/15). Target Dates: 7/1/14-6/30/15

► Beginning 7/1/14 PD to coordinate selection of individuals to travel to national & state charter school conferences & training—Natural Resources, Placed Based Learning, proficiency/competency based learning, multiple intelligences, Positive Behavior Support. Target Dates: 7/1/14-6/30/15

Goal 1 Objective 2 Tasks Implementation Year 2

► Project director to work with Professional Development Committee to develop (by 7/1/15), coordinate (9/1/15) & implement (by 10/1/15) & evaluate (By 6/30/16) training plan based on feedback for ongoing professional development. Target dates 7/1/15-6/30/16

► PD to select participants (by 7/1/15) & coordinate (by 9/1/15) travel to national & state charter school conferences & training—natural resources, placed based instruction, grant meeting, etc. Target dates 7/1/15-6/30/16

Goal 1 Objective 3: Technology Infrastructure Plan & Application Beginning September 2013, the project director will meet with the Technology Coordinator & Technology Committee to develop (By January 2014) & implement (by 6/30/14) a best practices, comprehensive Technology Infrastructure & Educational Plan to strengthen instruction & allow enhanced application of technology K-12 by 7/1/14. Evidenced by plan & student portfolio.

Goal 1 Objective 3 Tasks Planning

▶ Beginning 10/1/13, Project Director to meet with the Technology Committee, the Technology Coordinator to coordinate development (by 1/1/14) & implementation (by 6/30/14) of the 5 Year Technology Infrastructure & Educational Plan. Target Dates: 10/1/13-6/30/14

▶ PD to select (by 10/1/13) individuals to travel (by 12/1/13 & ongoing) to conferences & other schools regarding Technology Infrastructure & Educational Plan & National Education Technology Standards. Target Dates: 10/1/13-6/30/14

▶ Beginning 1/1/14 PD & Technology Coordinator to coordinate Web cam (video conferencing) set up to provide field observation, interactive classes, early college classes & to allow students to communicate with students in other parts of the world. Target Dates: 10/1/13-6/30/14

▶ Project Director & Technology Coordinator to develop a plan (by 11/1/14) to purchase & install (by 2/2/14) wiring, modem, servers, switches, router & installation for computer lab, & wireless access throughout school. Target Dates: 10/1/13-6/30/14

Goal 1 Objective 3: Tasks Implementation Year 1

▶ Beginning 7/1/14, Project Director, Technology coordinator, Technology Committee & Curriculum Committee to meet weekly to implement (by 1/1/15) Technology Infrastructure & Education Plan & make recommendations to purchase (by 9/1/14) technology hard ware, soft

ware, peripherals, teaching tools as identified as needed in the Technology Infrastructure & Education plan (ongoing). Target Dates: 7/1/14-6/30/15

Goal 1 Objective 3: Tasks Implementation Year 2

► By 7/1/15, Project Director to work with Technology Coordinator to continue implementation of Technology Infrastructure & Educational Plan by 6/30/16. Target Dates: 7/1/15-6/30/16

► Technology Coordinator to coordinate (by 7/1/15) Web cam/video conferencing set up for elementary students to provide (by 10/1/15 & ongoing) field observation, interactive classes, & communication with students in other parts of the world. Target Dates: 7/1/15-6/30/16

► Beginning 7/1/15, Technology Coordinator & Technology Committee to review Tech Plan by 8/1/12 & coordinate purchase (by 10/1/15) of computers, hardware, robotics & other peripherals as indicated in the Technology Infrastructure & Education Plan. Target Dates: 7/1/15-6/30/16

Goal 2 Develop community partnerships/mentorships, including active parent participation that will enhance the academic program, reduce drop out, increase drop out retrieval & increase college attendance.

Goal 2 Objective 1 Project Director will develop (By 1/1/14) & implement (By March 2014) an outreach plan to identify/formulate Community partnerships (By May 2014), Career Technical Educational opportunities (By June 2014), & supplemental course instructors with specific course outlines (By June 2014). Evidenced by Community Outreach Plan

Goal 2 Objective 1 Tasks Planning Phase

► Beginning 10/1/13, Project director will meet with select consultants, teachers, parents & community members to form a Community Outreach Committee to develop (by 11/1/14) & implement (by 3/1/14) a community outreach plan. Target Dates: 10/1/13-6/30/14

► PD to work with the Community Outreach Committee beginning 10/1/13, to develop a BFCS brochure by 3/1/14 & upgrade website by 6/1/14 to reflect mission, enhance branding & outreach. Target Dates: 10/1/13-6/30/14

► Beginning 10/1/13, PD to coordinate travel to conferences & other charter schools which utilize community involvement. Target Dates: 10/1/13-6/30/14

► Beginning 10/1/13, Community Outreach Committee to coordinate (by 1/1/14) advertising & establish community outreach meetings (by 3/1/14). Target Dates: 10/1/13-6/30/14

► Beginning 7/1/13, PD to work with Technology Coordinator to purchase (by 1/1/14) a computer & projector for outreach meetings (on-going). Target Dates: 10/1/13-6/30/14

Goal 2 Objective 1 Tasks Implementation Year 1

► Beginning 7/1/14, Project Director or designee will work with the Community Outreach Committee to develop (by 8/1/14) a revised list of Community Partnerships, including colleges & Career Technical Education opportunities with whom a Memorandum of Understanding will be developed & compile a list of Supplemental Course Instructors & course outlines (by 10/1/14) & ensure appropriate licensure. (by 9/1/14 & on-going). Target Dates: 7/1/14-6/30/15

► Beginning 7/1/14 & ongoing, Project Director & Community Outreach Committee to develop a plan by 8/1/14 to outreach by 9/1/14 to home school & non-resident students (ongoing). Target Dates: 7/1/14-6/30/15

Goal 2 Objective 1 Tasks Implementation Year 2

► Beginning 7/1/15, Project Director to meet with Community Outreach Committee to evaluate Community Outreach Plan, revise as needed (by 9/1/15) & continue to work ongoing to develop a list of new Community Partnerships with whom a Memorandum of understanding will be developed by 10/1/15 & ongoing; compile a list of additional Career Technical Educational

opportunities within the community & develop an MOU (by 10/1/15 & ongoing) with each individual/group or organization & compile a list of additional Supplemental Course Instructors & course outlines (by 10/1/15) & ensure appropriate registration with Teacher Standards & Practices Commission (by 10/1/15 & on-going). Target Dates: 7/1/15-6/30/16

Goal 2 Objective 2: *By April 2014 BFCS will develop a Volunteer Mentorship Program to encourage 90% of parents & 25 other community members to volunteer at least twice each year.*

Evidenced by Volunteer Mentorship Plan & tracking of volunteer time with sign in sheets.

Goal 2 Objective 2 Tasks Planning

► Project Director will meet (By 10/1/13) with Community Outreach Committee to develop (By 11/1/13) & implement (By 1/1/14) a Volunteer Mentorship Plan to encourage parent & community volunteers & mentors. Target Dates: 10/1/13-6/30/14

► Project Director will develop (by 10/1/13) & implement (by 11/1/13) a parent/community survey to identify areas of interest of volunteer mentorship. Target Dates: 10/1/13-6/30/14

► Project Director will meet (By 11/15/13) with the Community Outreach Committee to review parent/community survey results to identify (By 1/1/14) tasks in which parent & community members could take part as volunteers & mentors. Target Dates: 10/1/13—6/30/14

Goal 2 Objective 2 Tasks Implementation Year 1

► By 7/1/14, the Project Director working with the Community Outreach Committee will implement (by 9/1/14) a Volunteer Mentorship Plan to encourage parent & community volunteers & mentors (ongoing) & to identify (ongoing) tasks in which parent & community members can take part as volunteers. Target Dates: 7/1/14-6/30/15

Goal 2 Objective 2 Tasks Implementation Year 2

► Project Director to evaluate (by 7/1/15) Year 1 Volunteer Mentorship Plan by conducting a survey with parents & volunteers, revise plan (By 8/1/15) & continue implementation (ongoing) of Volunteer Mentorship plan to encourage parent/community volunteers & mentors & to identify tasks in which parents/community can take part. Target Dates: 7/1/15-6/30/16

Goal 2 Objective 3 By 10/1/13, the Project Director working with the Response To Intervention Teacher & Attendance office will develop & implement (By April 2014) an outreach plan to identify & reach out to at risk, marginalized students or students who have stopped coming to school. (Tracked by attendance records of at risk, marginalized students & reenrollments of students who have dropped out.)

Goal 2 Objective 3 Tasks Planning

► Project Director & Response To Intervention Teacher will meet beginning 10/1/13 to develop (by 11/1/13) & implement (by 12/1/13) an outreach plan to identify & reach at risk, marginalized students & students who have dropped out. Target Dates: 7/1/13-6/30/14

► PD & Response To Intervention Teacher will meet by 10/1/13 to develop (by 11/1/13) & implement (by 12/1/13) a survey for parents & at risk, marginalized students to gain understanding & a plan (by 3/1/14) to better meet their needs. Target Dates: 7/1/13-6/30/14

Goal 2 Objective 3 Tasks Implementation Year 1

► Project Director & Response To Intervention Teacher to implement outreach plan (7/1/13) to identify (by 8/1/13) & reach (by 10/1/13) at risk, marginalized students, including making home visits to identified students (ongoing). Target Dates: 7/1/14-6/30/15

► Project Director & Response To Intervention Teacher to implement (by 9/1/14) a survey for at risk, marginalized students & their parents to gain feedback, understanding & a plan (By 11/1/14) to better meet their needs. Target Dates: 7/1/14-6/30/15

Goal 2 Objective 3 Tasks Implementation Year 2

► Response To Intervention Teacher & Outreach Committee to review previous years data (by 7/1/15), revise Outreach Plan as necessary (by 8/1/15) & continue implementation (by 9/1/15 to identify & reach at risk, marginalized students, including making home visits to identified students (ongoing). Target Dates: 7/1/15-6/30/16

► Project Director & Response To Intervention Teacher evaluate current years data (by 6/1/16), revise plan as necessary (By 6/30/16) & continue to implement (ongoing) a survey for at risk, marginalized students & their parents to gain understanding & develop a plan (ongoing) to better meet their needs. Target Dates: 7/1/15-6/30/16

Goal 3 Develop a school environment that promotes diversity & respect for self & others.

Goal 3 Objective 1- Promote Diversity: By November 2013, the PD & a select group of teachers & parents (School Culture Committee SCC) will meet weekly to develop (By January 2014) an ongoing plan to promote diversity within the school. Evidenced by plan, diversity curriculum, pre & post tests.

Goal 3 Objective 1 Tasks Planning

► PD to develop a School Culture Committee (SCC) (By 11/1/13) & work with them to develop a policy & procedure (By 1/1/14) to enhance diversity & respect within the school environment, including evaluating curriculum & policies for inclusiveness & enhanced community & global outreach. (By 6/1/14) Target Dates: 10/1/13-8/30/14

► PD & School Culture Committee will develop (By 1/1/14) & implement (By 8/30/14) improved mentoring & service learning opportunities within the school site & community.

► PD & School Culture Committee will review, evaluate (By 3/1/14) & initiate for purchase (By 5/1/14) specific materials (i.e. Rachel's Challenge) recommended by Diversity Counsel.

► Beginning 10/1/13 PD will establish contacts (By 12/1/13) & develop processes & evaluation rubric (By 2/1/14) & implement (By 3/1/14) interactions with “Partner Schools” in other states & countries to enhance diversity enrichment & respect. Target Dates: 10/1/13-8/30/14

Goal 3 Objective 1 Tasks Implementation Year 1

► PD & School Culture Committee to evaluate (By 10/1/14), revise as necessary (By 11/1/14) & continue to implement policy, procedures & plan, including community outreach to enhance diversity & respect within the school. Target Dates: 9/1/14-8/30/15

► Beginning 9/1/14 the PD to coordinate with staff the implementation of the “Partner Schools Project”. Target Dates: 10/1/14-8/30/15

Goal 3 Objective 1 Tasks Implementation Year 2

► PD & School Culture Committee to evaluate (By 10/1/15), revise as needed (By 11/1/15) & continue to implement policy & procedure to enhance diversity & respect within the school environment, including community outreach. Target Dates: 9/1/15-6/30/16

► PD & staff to continue to implement (By 9/1/15) & evaluate effectiveness & revise as needed (By 6/1/16) the “Partner Schools Project”. Target Dates: 7/1/15-6/30/16

Goal 3 Objective 2 Positive Behavior Support (PBS) By February 2014, the project director or designee will meet with the Response To Intervention Coordinator to develop a **plan** (By April 2014) to improve school culture & implement (By July 2014) PBS training for 100% of staff. Using baseline data from 2012-2013, the implementation of PBS will result in a 25% reduction in student disciplinary incidents by June 2014. Measured by satisfaction surveys of parents/teachers/students, behavior referrals & demographic information.

Goal 3 Objective 2 Tasks Planning

► By 10/1/13, the PD will meet weekly with the School Culture Committee to develop a survey (by 10/1/13) to gain input from staff, parents & students regarding school milieu. Target Dates: 10/1/13-6/30/14

► PD or designee to meet weekly (by 10/1/13) with the School Culture Committee (SCC) to develop (by 11/1/13) a plan to implement Positive Behavior Support Training & develop by 12/1/13 a plan for a rubric to measure the effectiveness of implementing PBS. Target Dates: 10/1/13-6/30/14

Goal 3 Objective 2 Tasks Implementation Year 1

► Project Director to work with SCC to implement PBS training by 12/1/14 & evaluate by 6/30/15, the effectiveness of PBS training for 100% of all staff. Target Dates: 7/1/14-6/30/15

Goal 3 Objective 2 Tasks Implementation Year 2

► PD to meet (by 7/1/15) with SCC to implement (by 10/1/15) PBS Training review for of all staff previously trained & full training (by 10/1/15) for 100% of new staff & evaluate (by 6/30/16) the effectiveness of implementing PBS. Target Dates: 7/1/15-6/30/16

Selection Criteria (7) Existence of a charter or performance contract between the charter school & its authorized public chartering agency. (16 points)

Butte Falls Charter School is a single school district conversion & has a signed charter contract (11/13/12) with Butte Falls School District converting to a charter school district Attached to other. BFCS has full management, legal, fiscal & academic autonomy from its chartering entity & the Oregon Department of Education. The specific elements of the relationship & responsibilities are outlined in the Charter Contract. In addition BFCS is exempt from other laws & statutes that govern traditional public schools except for those described in Selection Criteria (8) b. Consistent with Application Requirement (c) of this grant proposal, the Charter

Contract & Application Proposal (attached to other) describe how student performance will be measured in the charter school pursuant to State assessments that are required of other schools within Oregon & pursuant to any other assessments mutually agreeable to the authorized public chartering agency. Pages 2-3 of the Charter Proposal (defining adequate progress, attendance benchmarks, closing achievement gaps and developing Personal Learning Plans) & pages 11-13 of the Charter Contract stipulate the Evaluation of Student Performance & Procedures for Corrective Action. All learning goals must be aligned to the National Common Core Standards, adopted by Oregon. BFCS must participate in all statewide assessments required under No Child Left Behind. Student participation must be no less than 95%. BFCS must pursue Annual Measurable Objectives (AMO replaces AYP) as established by Oregon under the federal No Child Left Behind Act of 2002 & as measured by participation rates & scores on the Oregon Statewide Assessments, attendance & any other criteria used by the state to determine Annual Measurable Objectives for all Oregon schools. BFCS will be subject to applicable federal & state sanctions for any failure to meet AMO. BFCS must establish an annual accountability plan to establish a growth target by demographics, to meet annual progress, including graduation rates, so that all students can meet standards. If the students are not meeting the established target, BFCS must develop & immediately implement a plan of Corrective Action.

Selection Criteria (8) The degree of flexibility afforded by the SEA and, if applicable, the LEA to the charter school. (3 points)

(8) a. Governance Structure: Charter Schools are given absolute autonomy (by the SEA-Oregon Department of Education). Charter Schools are monitored for legal & ethical compliance by their chartering entity—in this case Butte Falls School District. As a district conversion, Butte Falls Charter School, a single K-12 school in a rural district, is not required to

become a non-profit corporation, under Oregon Statute (ORS 338.035 (2) (b) & will have **full management, legal, fiscal & academic autonomy from Butte Falls School District.** BFCS has two levels of governance. In a quirky wrinkle of the law, in the case of single school charter district conversion, the district, must maintain a district governing board—the board that granted the charter to the charter school & must monitor the legal, ethical & academic **compliance** of the charter school. This odd relationship does not create a problem because the charter school is given legal, fiscal, academic autonomy by the District. The odd wrinkle is that the district must essentially monitor itself. **The charter contract, alone governs the relationship between the district & BFCS. BFCS does not have a contract with the State.** The law requires charter schools to be an autonomous body & to have their own charter governing body—in this case the Butte Falls Charter Council. The roles & responsibilities of the District Governing Board include: monitoring fiscal, charter accountability, school academic performance & offering support services through legally developed Memorandum of Understanding contracts. The **Charter School Council**, a legal & fiscal autonomous body, is composed of: 2 parents, 2 employees & 3 at large positions. Replacements to the council are elected by the current council from submitted applications. Members will serve two year, rotating terms & decisions are made by majority vote. The role of the Charter Council is: approving contracts & decisions regarding facilities; development/approval of budget; approval of professional growth; establishing & approving all major educational & operational policies & procedures, implementation, monitoring & improvement of instructional program; administration of grants, ensuring that grant/student/school goals are addressed & maintaining communication with the District Board. In certain cases, the charter school may purchase services from the District with a Memorandum of Understanding (i.e. transportation, food, facilities). In addition, the governing board of the

district does have a responsibility to do a site visit at least annually & must ensure that the charter school is functioning with high legal, ethical & rigorous academic standards.

(8) b. Charter School Exemption From Statutes & Rules ORS 338.115 states charter schools are exempt from all statutes & rules that apply to other public schools, **except** for the following: Federal law; Public meeting law; Municipal audit law; Criminal background checks; Prohibition against tuition/fees; Discrimination; Tort claims; Health & safety; Statewide assessment; Academic content standards; Requirements for instructional time; Prohibition on infliction of corporal punishment; Reporting of child abuse; Charter Contract; Charter laws; Free textbook use; Shall not be religion based. BFCS is not negatively affected by these exemptions.

APPLICATION REQUIREMENTS

Application Requirement (a) Describe the educational program to be implemented by the proposed charter school, including how the program will enable all students to meet challenging State student academic achievement.

This Application Requirement is set forth in Selection Criteria (1) a, b

Application Requirement (b) Description of Management of Charter School

This Application Requirement is set forth in Selection Criteria (5) a, b, c

Application Requirement (c) Objectives & Monitoring Progress Toward Meeting

Objectives This Application Requirement is set forth in Selection Criteria (3) a, b.

Application Requirement (d) Administrative Relationship Between Butte Falls School District, BFCS & the SEA. This is set forth in Selection Criteria (7) & (8).

Application Requirement (e) Parent & Community Member Involvement in the Planning, Program Design, & Implementation of Butte Falls Charter School This Application Requirement is set forth in Selection Criteria (4)

Application Requirement (f) Authorized Public Chartering Agency & Continued Support to the Charter School

If BFCS is meeting the academic, fiscal, ethical, legal objectives & stipulations outlined in the charter contract it will be allowed to continue operation until the charter expires-a period of time up to five year, at which time, BFCS must negotiate a new charter with the district. After the grant funds have expired, BFCS will receive by Oregon Statute the per student state funding that is available to all public schools. State funding (approximately \$5,800 per student) flows from the State through the district to the charter school. BFCS receives 100% of the funding for students in grades K-12. The Charter Council for BFCS has developed a long term financial plan for fiscal sustainability, including a pledge to retain a reserve of approximately 3% each year. Other sources of revenue will include supplemental/corporate/governmental/philanthropic grants, Lottery funds, property taxes, categorical funds & funding raised (approximately \$10,000 annually) by the Parent/Faculty Advisory Board.

Application Requirement (g) Waiver Requests No waivers are being requested.

Application Requirement (h) Description of How the Grant Funds Will Be Used This Application Requirement is set forth in Selection Criteria (6).

Application Requirement (i) Description of How Students in the Community Will be Informed About the Charter School & Be Given an Equal Opportunity to Attend This Application Requirement is set forth in Selection Criteria (4) b & d.

Application Requirement (j) Description of How the LEA Will Comply With Sections 613 (a) (5) & 613 (e) (1) (B) of the Individuals With Disabilities Education Act (IDEA). This Application Requirement is set forth in Selection Criteria (2).

Other Attachment File(s)

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- Courses taught included: Biology, Physics, Chemistry, Technology, Agriculture, and Physical Science

1986-1994 Harrisburg Union High School,
Harrisburg, Oregon

Teacher/Coach

- Developed curriculums for General Science and Math courses
- Courses taught included: General Science, Physics, Algebra I, General Math, Environmental Science, Computer Programming/Applications
- Coaching duties included: Head Wrestling, Assistant Football

Education

2002-2009 George Fox University Newberg, OR.
Doctorate in Education

1999 Lewis & Clark College Portland, OR
Administrators Certificate

1997 University of Oregon Eugene, OR
M.S. Education

1986 Oregon State University Corvallis, OR
B.S. Integrated Science/Math Education

1984 Lane Community College Springfield, OR
A.S. Energy Management
A.A. General Science

Interests

Enjoy family related activities, fishing, hunting and golf

Volunteer Activities

Shrine East-West All Star Football game personnel manager
Boys & Girls Club of America- Community Awareness committee
Oregon Schools Activities Association Executive Board and Delegate
Superintendent's Advisory Committee on Special Education
Oregon University System student success committee
Habitat for Humanity youth mentor

**Proposal for Charter School Status
Butte Falls School District
(ORS 338.045)**

- 1.) **Applicant:** Butte Falls School District #91 Board of Directors
- 2.) **Name of Charter School:** Butte Falls Charter School
- 3.) **Vision of Charter School:** Utilizing our natural environment, we provide an opportunity through education, for all students to be confident and successful in our global society.
- 4.) **Mission of Charter School:** The Butte Falls Charter School's mission is to embrace a natural resource curriculum that meets and exceeds applicable state content standards and the Oregon Diploma requirements. To accomplish this we will develop and enhance partnerships between students, parents, community, and government agencies. This will foster confidence, lifelong personal growth, and responsible citizenship.

Philosophy of Charter School: Schools have tended to move away from some of the broader experiences outside of the strict academic regimen and yet there is a need for students to be equipped with the fundamental skills that enhance success. These skills include group dynamics, cooperation, public speaking, and civic responsibility. The Butte Falls Charter School will include opportunities for students to become participants in community affairs and projects, thereby helping to infuse these qualities. Research has shown that people who encounter community involvement at an early age carry that mindset on with them into their later years.

Under the charter school provisions, members of the community with particular expertise may be used in an instructional capacity. The subjects that may be taught by registered citizen instructors shall be limited to those allowed under Title 1 of The No Child Left Behind Act. However, the flexibility to offer supplemental courses taught by community members will enable the Butte Falls Charter School to increase choices of learning opportunities for students, better meet individual student academic needs and interest, and build stronger working relationships among educators, parents and other community members. In small schools and communities, educational programs are limited when only regular, licensed staff members can be used to provide instruction. However, in addition to the benefits of more diversified course offerings, it is important to note that the involvement of community members in the instruction of our students will also enhance our students' involvement and sense of ownership in the community.

An important component of the Butte Falls School's mission has always been, and shall continue to be, to prepare our students for post-secondary education. However, a shift in the demographics of our community is making it necessary to

increase our outreach efforts and academic programs geared toward low-performing and/or underserved students. The Butte Falls Charter School will use individualized and innovative methods to increase the expectations of all students. Students will be expected to design their own personalized education plan, focusing on highly achievable goals, a strong work ethic and self-motivation. Staff, parents and the community will be expected to form educational partnerships with the ultimate goal of student success.

The Butte Falls Charter School will also make a concentrated effort to create an educational environment that will be attractive to the growing number of home-school students in our geographic area and students from surrounding areas. This will include actively communicating with the parents and families of the students to determine if the Charter School program can be adjusted to better fit the needs and offering them the opportunity to attend on either part or full time basis.

Description of Curriculum: Butte Falls Charter School will offer a comprehensive, proficiency-based educational program including an online component that is aligned with the Oregon State Standards and Diploma Requirements. The educational program will concentrate on raising academic achievement in the core subject areas (Reading, Writing, Math, Science, and Social Science.) Personalized educational goals will be stressed for each student.

- 5.) **Description of Expected Results:** The Butte Falls Charter School will provide a community school environment where students, staff members, parents, and community members interact on a daily basis. The curriculum offerings will be enhanced by including elective courses taught by registered instructors who have a particular expertise in the subject area. We expect to create a partnership between our students and the community through participation in projects.

As a result of this charter school environment we expect that our school and students will meet the following goals:

- a.) **Show adequate yearly progress in the areas of reading, writing, science and mathematics:** This will be measured annually by administering the OAKS tests and closely analyzing the results.
- b.) **Meet the attendance benchmark:** This will be measured by keeping adequate attendance records.
- c.) **Close the achievement gap between low, medium and high performing students:** This will be measured each spring with the results of state tests and student tracking.
- d.) **Develop a personalized education plan:** As part of this plan, students will create what is essentially an “exit” plan from high school, starting in the 7th grade. These will be completed, evaluated and updated by November of each year.
- e.) **Receive an education enriched by supplemental course offerings and community involvement:** This will be measured by tracking student

participation and by having students evaluate their experiences in both of these areas.

- f.) **Graduate from Butte Falls Charter School with the skills necessary for entering the work environment and for pursuing post-secondary education:** This will be measured annually with the use of a skills checklist as well as by completion of the academic requirements established.

We also expect that our staff and administration will meet the following goals:

- a.) **Educate students in a manner that will enable them to succeed in post-secondary schooling options and in the work environment:** Each student's progress toward this goal will be measured annually at student led conferences.
- b.) **Assist students in developing a personalized education plan and monitoring each student's progress towards these goals:** In addition to student supervision and general support, teaching staff is expected to use their abilities to assist each student in realizing their full potential. These plans will be completed and updated in November of each year starting in the student's 7th grade year.
- c.) **Attract and retain home-schooled and other underserved populations to an in-school setting:** This will be measured by monitoring home school enrollment. In addition, both teaching and administrative staff members will be expected to make an effort to communicate with the families of previously home-schooled students to encourage their continued participation in the Butte Falls Charter School program.
- d.) **Provide opportunities for student-parent-school communications on a frequent, on-going basis:** This means devising methods to involve parents in their student's goals and progress. The measure of success in reaching this goal for each student will be evaluated at parent conferences.
- e.) **Encourage students to become involved in community affairs:** This requires staff members to be knowledgeable about community activities to be able to make specific suggestions to their students regarding projects in which they have the opportunity to participate.
- f.) **Maintain a high level of professional training:** Staff will be required to complete a professional development program so that they can implement new research based techniques that are proven to assist students in reaching their full potential.

In addition, we expect that our community will participate in the following ways:

- a.) **Volunteer their time to the Butte Falls Charter School:** There are many opportunities for community members to volunteer time to the school. These include classroom volunteers, School Board Members, Budget Committee Members, parent teacher organizations, volunteers at athletic competitions, chaperones for field trips, and volunteering for specific projects as well as many others.

- b.) **Participate in the Charter process:** The community will be given the opportunity to influence the development and implementation of the charter for the Butte Falls Charter School as well as to evaluate the operation of the school on an annual basis.
 - c.) **Encourage students to become involved in community affairs:** Community volunteer groups will be encouraged to communicate with the teaching and administrative staff to devise ways in which students can participate in their activities.
 - d.) **Become a citizen educator:** Community members who have a particular expertise that our students could benefit from are encouraged to submit a proposal for a supplemental course offering to the Charter Board through the District office.
- 6.) **Governance Structure:** The elected Board of Directors of Butte Falls Charter Council will be the governing authority for Butte Falls Charter School. They will be responsible for the overall operation of the district and the charter school through the policies they formulate. The Charter Board will be comprised of five community members, which could include licensed staff, classified staff, nonvoting district board members, administrators and/or students. The Charter Board will advise the District on charter school funding, be responsible for the development and enhancement of curriculum and the continual review of school goals in relation to the students.
- 7.) **Projected Enrollment:** Butte Falls Charter School projects enrollment for the school year 2011-12 to be approximately 190 students in grades Kindergarten through 12. Current enrollment in Butte Falls School District #91 for the 2010-2011 school year is 160.
- 8.) **Target Population:** The target population for Butte Falls Charter School will be all district resident students, students residing within the historical attendance area of the Butte Falls School, returning non-residence students, non-residence students with family ties to the district (historic family attendance, sibling attendance) qualified foreign exchange students, and non-resident students who have historically attended Butte Falls School. Students who do not fall into any of these categories may be admitted if the school has capacity remaining after all applicants in one of the target populations have been admitted.
- 9.) **Distinctive Learning/Distinctive Teaching Techniques:** Meeting the instructional needs of all learners requires a differentiated delivery system for all areas of the curriculum. This differentiation must be based on providing the appropriate level of support so that each student can progress in a continuous improvement model and attain his or her full potential as a literate citizen and life-long learner. Four levels of support are identified for each core curriculum area ranging from advanced learners to learners with the greatest needs. Prior to instruction students will complete a series of pre-assessments allowing the staff to gather pertinent data identifying each student's areas of strength and areas in need

of improvement. The next step involves the parents, staff and students in the creation of an individualized learning plan that not only sets measurable goals, but also identifies when and how these goals will be monitored. Periodic measurement will be built into the plan to ensure sufficient placement in Butte Falls' instructional programs. Staff will also be required to complete a professional development program so that they can implement new research based techniques that are proven to assist students in attaining their full potential.

10.) **Legal Address:** Butte Falls Charter School

PO Box 228
720 Laurel Ave
Butte Falls, OR 97522

11.) **Admissions Policy:** Butte Falls Charter School will admit all resident students of Butte Falls School District #91 and non-resident students under the following guidelines.

A.) **Eligibility/Voluntary Enrollment.** Student enrollment shall be voluntary. Students who reside outside of the District ("non-resident students") may also be admitted. These students will be subject to an application process and approval by the district Superintendent. Enrollment of Special Education students shall be the same as for students in general, except as modified by the special placement procedures set forth in Section F. Butte Falls Charter School enrollment application form will ask if the student applicant has an IEP (Individualized Education Plan.)

B.) **Enrollment Numbers**

a.) **First Year Enrollment.** The maximum student enrollment during the first full school year will be 190 students in grades Kindergarten through 12. Student enrollment may only exceed this number with prior District approval. The Charter Board of Directors will determine enrollment limits for proceeding years.

b.) **General Procedure.** Except for the first year, the Board shall determine maximum student enrollment and number of available enrollments for each grade level.

c.) **Minimum Enrollment.** The minimum enrollment shall be such a number of enrolled students necessary to provide an adequate base of funding to sustain operation for that school year. The Budget Committee, the Board of Directors and District Administrative staff shall establish this number annually as part of the budget preparation process. Should student enrollment fall below this number of full-time enrolled students at any time during the year, the Board of Directors shall be notified. Subject to the limitations of the State requirements, and based on the circumstances of the reduced enrollments, the Board of Directors will consider what action, if any, will be taken.

C.) **Lottery.** To the extent permitted by this Charter and State law, if more non-resident students apply for any grade than can be accommodated, admission will

be based on an equitable lottery and application process conducted by Butte Falls Charter School District under the following principles:

- c.) **Resident Students.** All students residing within the boundaries of Butte Falls School District #91 shall be admitted.
- c.) **Equitable Principles.** Butte Falls Charter School's lottery selection shall be guided by recognizing the following order of priority for admission:
 - i.) All students residing within the geographical boundaries of Butte Falls School District #91.
 - ii.) All student applicants who reside within the historical attendance area of the Butte Falls School.
 - iii.) Siblings of students who were enrolled in Butte Falls School District #91 during the previous year and who would be enrolled in Butte Falls Charter School for the current year.
 - iv.) New foreign exchange students as provided by a recognized exchange organization or others as approved by the Board of Directors.
 - v.) Non-resident students who were on a waiting list in the previous year and have re-applied for admission.
 - vi.) Non-resident students who are not eligible under categories 2 through 5.

D.) **Waiting Lists: Filling Vacancies.** At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list. During the ensuing school year, any vacancy that occurs shall be filled first from the waiting list, according to the same preferences as applied to the original lottery, and, after exhaustion of the waiting list, new applicants may be considered on a first-come, first-serve basis.

E.) **Non-resident students.** To the extent permitted by this Charter and State law, a non-resident student admitted to Butte Falls Charter School will have the same enrollment preferences (including sibling enrollment preferences) as a student who resides within the boundaries of the District and shall not be dropped from the Butte Falls Charter School enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

F.) **Students with Disabilities.**

a.) **Application and Enrollment.**

i.) **Non-discrimination in enrollment.** Butte Falls Charter School will not intentionally discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. Butte Falls Charter School will admit students without regard to their status as Special Education Students, if the student's IEP Team determines the Butte Falls Charter School is the appropriate placement for the student.

ii.) **Special Enrollment Procedure.** Except as provided in this section, the procedures for application, enrollment and admission of a Special Education Student will be the same as for any other student. The IEP Team from the resident school district of the student shall determine if Butte Falls Charter School is the

appropriate placement for the student. If the prospective Special Education Student is a non-resident, the Butte Falls Charter School will contact the student's resident district as soon as possible and will work with the resident school district and its IEP Team to determine whether placement should be at Butte Falls Charter School and, if so, to develop a written agreement for the provision of special education services as provided in ORS 338.165.

- c.) **Identification of Students Eligible for IEPs.** Butte Falls Charter School will ensure that at least one of its staff or appropriate ESD personnel work with the school of any non-resident student to ensure that any federal laws for identifying and evaluating children with special needs are carried out in good faith. Any Butte Falls School District resident student referred for evaluation will remain enrolled in Butte Falls Charter School unless the student's IEP Team determines that it is an inappropriate placement for the student.

12.) **Applicable Statutes and Rules:** All applicable federal and state laws and Oregon Administrative Rules will apply to the Butte Falls Charter School.

13.) **Financial Plan:** All funds available will be distributed according to the adopted budget of Butte Falls School District #91. The Board of Directors and administrative staff of Butte Falls School District #91 shall have the same obligations in regard to developing the budget for the Butte Falls Charter School that they would have for any non-chartered school located within the district.

14.) **Standards of Behavior and Discipline:** The Butte Falls Charter School will adopt, with amendments and modifications as deemed necessary by the Board of Directors, those behaviors and disciplines in use by Butte Falls School District #91. These policies are available for review at the school district office.

15.) **School Calendar:** The school calendar for the 2011-2012 school year is attached. It will be the responsibility of the Board of Directors to adopt the calendar for the 2012-2013 school year. School days are from 8:00 am to 3:10 pm for grades K-7 and 7:50 am to 3:50 pm for grades 8-12 on Monday – Thursday of each week. The school year shall include 147 days of classroom instruction.

16.) **Staffing/Qualifications:** All teachers and teaching assistants will meet the licensing and/or certification requirements mandated by the State of Oregon and the federal government for public school teachers. The anticipated staffing is as follows:

Certified Staff	Classified Staff	Contracted (Administrative)
4.0 Primary Teachers (K-3)	Two Office Managers	Superintendent
2.0 Teacher 4-5	One Technology Specialist	Principal
2.0 Teacher 6-7	Five Educational Aides	Business Manager
2.0 Teacher Special Ed	Three One on One Assistants	Administrative Assistant
1.0 Teacher Music	One Head Cook	
1.0 Teacher Science	One Cafeteria Assistant	

1.0 Teacher Language Arts		
1.0 Teacher Math		
1.0 Teacher Social Science		
0.5 Teacher Physical Education		
0.5 Teacher Vocational		
1.0 RTI/Elective Teacher		
0.5 Agriculture Teacher		
0.5 Foreign Language Teacher		

17.) **Opening Date:** August 29, 2011

18.) **Special Education Arrangements:** Butte Falls School District #91 and the Butte Falls Charter School will provide for the needs of those enrolled students who qualify under state and federal Special Education. The school will actively identify those students who qualify and will work with the Southern Oregon Education Service District through resolution services to ensure maintenance of effort.

19.) **Community Involvement:** The community will be provided opportunities to influence the development of the charter as well as the ongoing refinements and modifications during charter implementation. Public meetings will be held during the charter development and during the evaluation process. Information will be available to the general community by various means including website, school newsletter, and community postings. Community representatives have the opportunity to serve on the Butte Falls School District Board of Directors, or the Butte Falls Charter School Board, the budget committee and various other volunteer committees that function within the school. Additionally, community members will have the opportunity to propose supplemental course offerings to the Butte Falls Charter Board covering subjects in which they have a particular interest and expertise. Community members will be encouraged to remain interested and involved in the operations of the Butte Falls Charter School.

20.) **Term of Charter:** The term of the proposed charter will be five years from the date of signing.

21.) **Bonding/Insurance:** The agreements, policies and coverage with agencies currently insuring Butte Falls School District #91 will be maintained by Butte Falls Charter School. In the future these may be modified as determined necessary by the Board of Directors.

22.) **Placement of Students, Staff and Property Upon Termination/Non-renewal of Charter:** Termination of this charter shall not abridge Butte Falls School District's legal authority to operate as a non-chartered (regular) public school district. In the event of termination or non-renewal of this Charter, Butte Falls School District shall follow the reduction in force provisions in any applicable collective bargaining agreements for licensed and classified employees or as otherwise provided by Butte Falls School District. If, as a result of termination or non-renewal of this Charter, a determination is

made to reconstitute the school as a regular public school, the Board of Directors will, as staffing requirements permit and funding allows, and on the recommendation of the Superintendent, make every effort to rehire all staff employed by Butte Falls Charter School at the time of its reconstitution as a regular public school.

If the School is reconstituted as a regular public school, all students currently enrolled will become enrolled students of the reconstituted school. Students currently attending outside the district will be allowed to continue with the existing inter-district agreements in place for one additional year. At the end of that school year, they will be considered resident students of the district in which their custodial parent resides and must do one of the three things. 1) Enroll in a school within their resident district, 2) establish a transfer agreement with their resident district allowing them to enroll in the Butte Falls School District or, 3) establish an agreement with the Butte Falls School District to enroll without a release from their resident district.

In the event of termination of this Charter, all Butte Falls Charter School assets that were purchased with public funds may be required to be given to the State Board of Education. Notwithstanding the foregoing and to the extent permitted by law, in the event of a termination of this Charter, all assets, equipment, supplies and other items provided to Butte Falls Charter School which were property of Butte Falls School District #91 to this Charter or were added after the fact with funds belonging to Butte Falls School District #91 or are of a nature that their loss or absence would prevent the operation of the District or its programs after termination of this Charter, shall be returned to or retained by Butte Falls School District #91.

23.) Program Review/Fiscal Audit: The Board of Directors will conduct the program review and may ask for the assistance of the Superintendent. The Board of Directors will review administrative and staff performance. The Board of Directors will also review student performance through assessment scores and other measures to be determined. The Board of Directors will further evaluate student behavior, community satisfaction and concerns. These reviews will be based on interviews, assessment analysis and may also include staff, student and community surveys. The results of this review will be published in the form of a written report presented by the Board in public session. The fiscal audit will be conducted by an outside agency at District Expense.

24.) Conversion of An Existing Public School District:

a.) **Student enrollment shall be voluntary.** As there will be no alternative placement available within Butte Falls School District #91, any student who resides within the District boundary but has opted out of attendance at Butte Falls Charter School, will be released by Butte Falls School District #91 to the school of their choice. Students released under this provision will be provided transportation to and from the district boundary nearest their residence as part of a regularly scheduled route. Arranging transportation from this point to their school of choice will be the responsibility of the parent at no cost to Butte Falls Charter School or to Butte Falls School District #91. If the schedule of transportation provided by Butte Falls Charter School is not convenient for the student, parent or

receiving district, it will be the responsibility of the student, parent or receiving district to arrange and provide transportation at no cost to Butte Falls Charter School or to Butte Falls School District #91.

b.) Employment practices, policies and agreements: Butte Falls Charter School shall use the existing practices of Butte Falls School District #91 regarding the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff with the exception of those changed by waiver or mutual consent of parties in a Collective Bargaining Agreement. During the life of this Charter, Butte Falls Charter School will implement policies in compliance with all applicable federal and state laws and Collective Bargaining Agreements in effect at the time of Charter signing regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures shall remain in effect for the remaining length of the agreement. Employees shall be paid through the payroll department of Butte Falls School District #91 according to the existing payroll procedures unless changed during the life of the charter.

c.) Employee assignment to the charter school shall be voluntary. However, as the charter school will be the only school within Butte Falls School District #91, there are no alternative assignments available within the district to staff members who choose not to participate in the charter school. Therefore, any staff member who is under contract at the time of Charter signing and who chooses not to participate in the Charter School shall be released from their contract if they request such a release at least 30 days prior to the Charter going in effect. All contracts and agreements with staff members in effect at the time the school becomes chartered shall remain in effect for the remaining term of such contract or agreement.

In Witness Whereof, the Butte Falls School District #91 Board of Directors has been presented with this proposal in a public meeting. The Board has accepted and approved this application for the conversion of the Butte Falls School District #91 to charter school status as of the date below.

Butte Falls School District #91 Board Chairperson

Date

Butte Falls Charter School Advisory Board Chairperson

Date

**Charter School Contract
Between the
Butte Falls School District
and
Butte Falls Charter School**

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Butte Falls School District (“District”) and Butte Falls Charter (“BFCS”).

RECITALS

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

WHEREAS, on June 10, 2011, a proposal (attached and incorporated as Exhibit A) was submitted for the formation of the Butte Falls Charter School as a public charter school to operate within the School District; and

WHEREAS, the District Board approved the Butte Falls Charter School proposal on June 20, 2011.

WHEREAS, the District and the Charter School entered an initial charter agreement for the operation of the Butte Falls Charter School with a term of three years, beginning in July 1, 2011, and expiring on June 30, 2014.

WHEREAS, this Contract between BFCS and the District, including the Exhibits, will constitute the full and complete agreement between the parties regarding the governance and operation of the Butte Falls Charter School; operating both as the terms between the parties for the remaining initial term of the contract, and for the terms for the subsequent three (3) year term. This contract shall replace any prior agreement between the District and BFCS for the initial term.

WHEREAS, the parties desire that the Butte Falls Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Contract 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

Butte Falls Charter School 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 and in conjunction with the Butte Falls School District as described herein.

2. Effective Date

A. This Contract shall commence on the date of execution, which shall expire on June 30, 2014. This is based on the authorization granted by the District Board on June 20, 2011.

3. Educational Program, Student Assessment and Curriculum

A. Age and Grade Range

- (i) For each school year covered by this Contract, enrollment shall be open to any child eligible to attend grades served subject to state law (currently ORS 338.125(1)).
- (ii) As provided in state law, currently ORS 338.115(5), BFCS shall maintain an active enrollment of at least twenty-five (25) students. The District may terminate this Contract at a semester break if student enrollment in BFCS falls and remains below 25 students for thirty (30) days or longer during any school year.

B. Curriculum

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

- (i) BFCS 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 BFCS 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) BFCS will comply with all state requirements concerning academic content areas as defined in ORS 329.045.

- (iv) BFCS will obtain prior approval from the District before making a fundamental change to the educational program or curriculum outlined in its application. A fundamental change to the educational program means any variation from the curriculum outlined in the BFCS Application attached and labeled Exhibit A, or adopting a curriculum that does not meet then applicable state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.
- (v) While the District is retaining ultimate financial control over the operations of BFCS pursuant to Section 5 and 7 of this agreement, the District shall provide a separate curriculum fund which BFCS may spend at its discretion for any purpose consistent with the mission and purpose in outlined in the application and this contract. The District's retention of this money will be in lieu of direct funding per section 5 of this Contract. The District shall in its sole discretion determine whether expenditures are consistent with the mission and purpose outlined in the application and this contract. Expenditures beyond the mission and purpose as outlined in the application and this contract must have prior District authorization

C. Educational Program

- (i) BFCS will provide an outline of its core curriculum and educational program. This is contained in BFCS's application and attached and labeled Exhibit A. The programs to be provided shall include, but not be limited to:
 - a. Multi-grade classrooms;
 - b. Use of registered teaching staff as designated;
 - c. Personal education plans for each student;
 - d. Involvement of parents and experts from within the community;
 - e. BFCS developed courses related to local resources;
 - f. Expanded options/Extended applications projects that allow students to demonstrate skills;
 - g. Distance learning opportunities for coursework not available on site;
 - h. BFCS will grant credits to its students under the applicable criteria set forth in OAR 581-22-0102 and/or 581-22-1350;
 - i. Credit by Proficiency.
- (ii) ELL program: BFCS's curriculum and educational program shall contain a general plan to address English Language Learners.

D. Records

BFCS shall comply with all record keeping requirements of State and 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.

E. Nondiscrimination

The education program of BFCS, without limitation, shall conform to all statutory and constitutional provisions prohibiting discrimination on the basis of age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, or political beliefs and/or affiliations.

F. Nonreligious

The educational program of BFCS shall be nonsectarian and nonreligious. The educational program shall not be affiliated with any nonpublic sectarian school or religious organization. This section shall not preclude BFCS from providing instruction in a facility leased from a church or religious organization.

G. Admission

- (i) Admission of students to BFCS 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 BFCS; (2) successfully completed the lottery; and (3) been formally accepted as a BFCS student by BFCS.
- (ii) In the case of a student who is eligible for special education and related services under the Individuals with Disabilities Education Act, the resident district's Individual Education Plan or Program (IEP) team must have deemed BFCS to be a proper placement for the student to continue attending.

H. Enrollment Process

- (i) BFCS is a school of choice. Enrollment at BFCS 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. If the number of applications from resident students exceeds the number of spaces available, BFCS must select all students for enrollment through an equitable lottery. If space is available, BFCS may admit students from out of the District.
- (ii) After BFCS has met its student capacity, waiting lists will be established pursuant to applicable state law. A separate non-resident student waiting list will be established for each age level with the selection of students for admission achieved through an equitable lottery. School student vacancies

will be filled by selecting students from the list by a lottery. Resident students at each grade level will fill vacancies prior to students on the non-resident waiting list. Students who apply after the final annual enrollment period has closed will be added to the respective lists in a manner consistent with state law and District policy.

I. Preferences after First Year

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

Once these students are identified, all other students will be selected through an equitable lottery, as described in Section 3, Paragraph H.

J. Student Attendance, Conduct and Discipline

(i) BFCS shall utilize the District's system of uniform student conduct. BFCS 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. BFCS 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.

K. Education of Students with Disabilities

BFCS 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 BFCS includes, but is not limited to, the following:

- (i) BFCS 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. BFCS shall abide by the IEP team's decision on program and placement.
- (iv) District staff shall comply with training required by an IEP team for the delivery of services to an BFCS student. Required training shall, to the extent possible, be conducted outside BFCS instructional time.

- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for BFCS special education students shall be retained by the District.
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the BFCS site.
- (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 BFCS. BFCS shall not change the student's placement or IEP without IEP team action.
- (ix) If it is required as a related service on a BFCS student's IEP, the resident District will provide transportation to BFCS.
- (xi) If, after a student is enrolled and attending BFCS, the staff suspects a student may be eligible for special education and related services under IDEA, BFCS 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 BFCS.
- (xiii) BFCS will ensure that all individuals applying for admission to BFCS receive equal opportunity for admission without regard to whether individuals are considered disabled under any applicable state or federal law.

L. Tuition and Fees

BFCS shall not charge tuition to students attending BFCS. BFCS shall not charge tuition for programs, classes or courses of study which are part of the regular school program. BFCS 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). Tuition for kindergarten programs shall be allowable to the extent it is permitted under Oregon law.

M. Student Welfare and Safety

BFCS 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) BFCS is responsible for the reporting of child abuse and neglect in accordance with state law (currently ORS 339.370, 372 and 375). In the event that a BFCS employee reports an incident of child abuse and/or neglect pursuant to state law, BFCS shall also immediately inform the District Liaison of the incident giving rise to the report.
- (ii) BFCS shall comply with state and federal law relating to the administration of medication to students.
- (iii) BFCS shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

N. School Year; School Day; Hours of Operation

BFCS shall operate an instructional program in accordance with Section 3, Paragraph B and C. Students will receive at least the minimum number of annual instructional hours pursuant to state laws or administrative rule. BFCS's calendar will not differ from the District's calendar.

O. Alternative Education Model

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

P. Participation in District Offerings

- (i) BFCS students may participate in District Extracurricular activities. BFCS students will be allowed to participate in District programs.
- (ii) BFCS students may use certain District facilities subject to all applicable District policies relating to the use of such facilities. Examples of such facilities include but are not limited to school libraries, outdoor track, large meeting rooms, computers, and science laboratories.
- (iii) The District will provide services to BFCS, such as extracurricular programs and ancillary services such as food services. These services will be provided to BFCS by the District in lieu of direct funding per section 5 of this Contract.
- (iv) The District shall not be required to provide transportation for a BFCS student to and/or from an extracurricular activity. However, the district

may provide transportation services to a BFCS student to and/or from an extracurricular activity. The District is not required to add or extend existing bus routes or provide other transportation services to accommodate a BFCS student beyond existing routes.

Q. Promotion/Recruiting

The District's goal is for BFCS demographics to mirror that of the District. To that end, BFCS will take affirmative efforts advertising intended to reach as many families with eligible children in the District as is practicable. BFCS shall submit to the District a plan for school advertising and promotion. This plan will identify planned advertising and promotion activities and will include content that will be included in printed materials such as brochures. BFCS's advertising and promotion plan shall apprise potential students of transportation options to and from the school, including but not limited to carpooling or other alternatives.

4. Evaluation of Student Performance and Procedures for Corrective Action

A. Reasonable Progress

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

B. Curriculum Alignment

The learning goals for BFCS students will be aligned to the Oregon Standards.

C. Student Assessment

- (i) BFCS will fully participate in District and 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. BFCS will administer the Oregon statewide assessments to its students on the same schedule as the District and in conformity with state law.
- (ii) If any of the assessments described in Section 4, Paragraph C of this Contract are discontinued, BFCS shall select a new assessment protocol and provide notice of the change to the District. Upon this occurrence, the BFCS and the District shall determine new methods of evaluating student progress under this Contract through the new assessment.

- (iii) BFCS may adopt assessment protocols above and beyond those required by the District provided the assessment is consistent with the mission and purpose in outlined in the application and this contract. The District shall in its sole discretion determine whether assessments are consistent with the mission and purpose in outlined in the application and this contract

D. Information from the District

The District will provide BFCS the assessment result information with disaggregated data for comparison and goal-setting purposes.

E. Student Participation

BFCS and the District will ensure that no less than 95 percent of the students in each grade participate in the statewide assessments.

- F. BFCS 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. BFCS will be subject to applicable federal and state sanctions for any failure to make AYP.

- G. Each subgroup identified in NCLB for which there is the minimum cell size for accountability purposes as determined by the Oregon Department of Education will make Adequate Yearly Progress, as established above and measured by the Oregon Statewide Assessments.

H. Corrective Action

If the percentage of students meeting or exceeding performance and achievement standards under Section 4, Paragraph C, at any grade level of students is lower than the District's performance and achievement standards, BFCS shall develop, subject to the District's approval, a written Plan of Correction describing the actions that BFCS will undertake to successfully meet or exceed the District's percentages.

- (i) BFCS and the Superintendent shall deliver a Plan of Correction to the District within sixty (60) days of BFCS receiving the assessment scores.

- I. If BFCS fails to follow any of the actions stated in any of the Plans of Correction as stated above the District shall issue a written notice to BFCS that it must comply with the terms of the Plan of Correction immediately.

J. The District shall report to BFCS the state assessment result information within 10 days of receiving the scores.

5. Economic Plan, Budget and Annual Audit

A. Funding

- (i) Pursuant to section 7 of this Contract, the District and BFCS agree to operate BFCS under the direction of the District for all operational concerns further delineated in that section. Accordingly, the District shall retain financial controls over the operations of BFCS except as delineated in this Contract.
- (ii) Pursuant to ORS For kindergarten through eighth-grade students: The District shall provide funding to BFCS in an amount per weighted average daily membership (ADMw) of BFCS that is equal to a minimum of 80 percent of the amount of the District's charter school rate per ADMw as calculated under ORS 327.013 for BFCS students in grades kindergarten through eighth and 95 percent of the amount of the District's charter school rate per ADMw as calculated under ORS 327.013 for BFCS students in grades 9 through 13, except as amended by this Contract under Section 3, Paragraph K, subparagraph (v) for students eligible for special education services under IDEA. The District and BFCS agree this funding will not be transferred to BFCS, rather this funding will be provided to the BFCS in the form of the District services to BFCS, particularly funding all operational costs to BFCS as outlined in this contract, including but not limited to staffing, facilities and financial services. All funds will be maintained by the District and spent at the District's discretion through existing District protocols and processes.
- (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 BFCS operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

- (i) BFCS will work with the District to form a budget for the upcoming school year based on projected revenue.
- (ii) BFCS shall submit to the District the BFCS adopted budget for the upcoming school year. The District has the discretion to eliminate items in the budget that are inconsistent with the mission and purpose as outlined in the application and this contract. If something is stricken from the budget, BFCS shall provide alternate options. In the event that there is disagreement over a planned expenditure, BFCS and the District shall

attempt to reach consensus. If no consensus can be reached, the District in its sole discretion may determine what is consistent with the mission and purpose in outlined in the application and this contract.

- (iii) The fiscal year of BFCS 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.

C. Financial Records, Audits and Accounting Reports

- (i) In the course of providing all financial services to BFCS, the District agrees to maintain and retain appropriate financial records in accordance with applicable state and federal laws on behalf of BFCS. The BFCS shall submit quarterly income and expense reports, and submit monthly balance sheet showing liabilities to the District by the 15th of each month. If these financial records have not been reviewed at the time of submission to the BFCS, any corrections required upon review by the District shall be submitted to the District the following month.
- (ii) The District shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.998. This audit will include any funds maintained by BFCS.
- (iii) The District's funding of BFCS shall operate in accordance with generally accepted accounting principles (GAAP) or other generally accepted standards of fiscal management and District policies and procedures. It is the understanding of BFCS and the District that this will satisfy the legal requirement for BFCS to have a sound financial management system.
- (iv) The parties acknowledge that under ORS 338.155(9)(b) BFCS may be entitled to other state sources of funds from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract. The District will cooperate pursuant to District policy. BFCS may receive their respective share of any grant that is dispersed in amounts related to district enrollment, and the enrollment calculation includes BFCS students as students of the district. The share BFCS is entitled to will be based on the BFCS ADMw included in grant calculations.
- (v) The parties acknowledge that under ORS 338.155(9)(a) BFCS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education, federal government or private entity. The District will cooperate pursuant to District policy.
- (vi) BFCS 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 BFCS solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. BFCS shall annually report all gifts, donations and grants to the District by recording same in the financial records described in Section 5, Paragraph C above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless BFCS is required to disclose this information under law.

- (vii) The District shall provide BFCS with all copies of letters and the audit report from the District's auditor to the District Board.

D. Grant Funds

- (i) The District and BFCS agree that BFCS is eligible for and may receive grant funding outside of the state school funds outlined in Section 5.A. The District will keep the funds for BFCS and account for them separately from other District and BFCS funds. BFCS may use these funds for any purposes consistent with the mission and purpose in outlined in the application and this contract. Any purchases outside the scope of the mission and purpose of the application or this contract must be approved by the District.

6. Building and Facilities

- A. Insofar as BFCS will be the only educational program offered by the District, the District agrees to grant BFCS the use of all existing District facilities for the operation of BFCS. The District agrees to be responsible for all maintenance and upkeep of District facilities. These facilities and upkeep costs will be provided to BFCS by the District in lieu of direct funding per section 5 of this Contract. BFCS's use of the facilities shall continue until the termination of this contract. If at any point this contract is terminated or non-renewed the facilities will be returned to the District in the same condition as the time of the execution of this agreement, normal wear and tear excepted.
- B. BFCS must obtain prior approval from the District before initiating any substantial change in the District's building and facilities. Notwithstanding the above, BFCS shall assume the responsibility for maintenance and upkeep costs of all fixtures and furniture purchased by BFCS.

7. Governance and Operation

BFCS shall operate the charter school under the Direction and control of the District board to the extent permissible under federal and state law and subject to all conditions of

this Contract. The District and BFCS agree that BFCS shall operate under the direction of the District. The District retains the authority of staffing, facilities, and finances consistent with the terms of this Contract.

B. Nonreligious, Nonsectarian Status

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

C. Nondiscrimination

BFCS, without limitation, shall uphold 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

BFCS and its Board 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, BFCS, shall conduct its operations subject to the direction and control of the District. The District will be fiscally responsible for BFCS's operations. BFCS will retain the authority to be fiscally responsible for funding provided to BFCS via grant funds, and funds designated by the District for curriculum. BFCS's authority over grant and curriculum funds is limited to objects consistent with the mission and purpose in the application. These funds will be maintained by the District. Any expenditures beyond those purposes must meet prior approval of the District.

F. Third Party Contracts

BFCS shall not enter into any contract for comprehensive school management or educational services beyond \$5,000.00 in value to be performed in substantial part by an entity not a party to this Contract without prior approval by the District.

G. Annual Report and Site Visit(s)

BFCS shall submit an annual report by each October 15th to the District and to the State Board of Education which will include, without limitation, the following:

- (i) Any statements from BFCS that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school for funds which the BFCS has control over.
- (ii) 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;
- (iii) Any other information the District reasonably deems necessary to demonstrate that BFCS is in compliance with state and federal law and the terms of this Contract. The District will notify BFCS of any additional information it requires by August 1st of each year.
- (iv) Upon mutual agreement by the District and BFCS, the date which the annual report is due may be modified. If the date is changed, the need for any additional information under subparagraph (iii) will be communicated to BFCS 90 days prior to the modified due date.

District Board and staff members may visit the BFCS Charter site at any time during operating hours in a way that does not interfere with instruction. Pursuant to state law (currently ORS 338.095(1)), the District or its designee at least annually will visit the BFCS site and review the public charter school's compliance with the terms and provisions of the charter. Other visits will take place after reasonable notice is given to BFCS, in a similar manner as when District officials would visit other schools in the District.

H. 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 4 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 9, Paragraph A of this Contract.
 - e) Failure to maintain financial stability.
- (ii) The District shall provide sixty (60) calendar days' prior written notice of its intent to terminate the charter Contract. This notification must include the grounds for termination and be sent to BFCS's business address. BFCS may appeal the District's decision to terminate the charter Contract directly to the District's Board. BFCS must request this appeal in writing to the District, and the District has 30 days in which to provide BFCS a hearing on the proposed termination. BFCS 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. BFCS 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. The state Board of Education will, where possible, issue its final order within 60 days of the District's notification; if this is not possible BFCS shall remain open pending issuance of the state Board of Education's final order.
- (iii) Notwithstanding Section 7, paragraph I, subparagraphs (i) and (ii), the District may terminate BFCS immediately if BFCS is endangering the health or safety of the students enrolled in the public charter school. BFCS may appeal this decision in writing to the District Board. The District Board has 10 days to provide an opportunity for a hearing. Under this subparagraph, the charter school shall remain closed at the discretion of the District.
- (iv) BFCS may only terminate this charter at the end of a semester. BFCS shall notify the District in writing at least 180 calendar days prior to the proposed effective date of termination, dissolution or closure of BFCS.
- (v) In the event of termination of BFCS as a public charter school, all assets purchased with public funds paid to BFCS 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)).

L. Complaint Policy

BFCS shall adhere to the District's complaint policies and procedures.

8. Employment Matters

The District shall be the employer of all employees at BFCS. BFCS shall not hire any employees. BFCS may provide input to the District regarding staffing needs at BFCS, however all employees hired will be employees of the District and members of the applicable District bargaining unit. BFCS staffing provided by the District will be provided to BFCS by the District in lieu of direct funding per section 5 of this Contract. BFCS will have the authority to direct professional development goals for all staff working at BFCS, provided it is consistent with the goals and mission of BFCS. The District in its sole discretion can determine whether the professional development is consistent with the goals and mission of the BFCS.

A. 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.

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

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

C. Building Administrator

The District Superintendent will be BFCS's building level administrator, and subject to the direction and control of the District Board of Directors. This administrator will be provided to BFCS by the District in lieu of direct funding per Section 5 of this Contract.

9. Insurance and Legal Liabilities

A. Insurance

- (i) BFCS shall work with the District to obtain satisfactory insurance. All insurance shall be sufficient to cover all activities engaged in by BFCS. Should the District contemplate changing the amounts of insurance required during the performance of this contract, the district shall provide

BFCS notice of this intent prior to board action such that BFCS may comment. If the District changes required insurance rates, BFCS shall have a reasonable time in which to secure insurance under the new requirements.

- (ii) BFCS 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 BFCS pursuant to state law (currently ORS 338.115(1)) and shall be observed by BFCS 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, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse)
 - p) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate)
 - q) ORS chapter 657 (Employment Department Law)
 - r) ORS 339.326
 - s) ORS Chapter 338.
- (ii) BFCS and the District will also comply with any statute adopted by the Legislature and any validly adopted administrative rule promulgated by the Oregon State Board of Education (OSBE) or the Oregon Teacher Standards and Practices Commission (TSPC) regarding public charter schools.
- (iii) BFCS 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 within 30 days of adoption of such policy by BFCS's governing Board.

C. Waiver

BFCS may apply to the state Board of Education for a waiver consistent with ORS 338.025. BFCS 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

BFCS agrees that it shall not extend the full faith and credit of the District to any third person or entity. BFCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District. BFCS's governing Board has the authority to approve contracts to which BFCS 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, BFCS 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 BFCS of property of BFCS 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 BFCS. 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 BFCS 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 BFCS or the BFCS Board that is later determined to be required by law or this Contract. BFCS agrees to indemnify, hold harmless and defend the District from all contract claims in which BFCS 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 BFCS, 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 acts or omissions of the District. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any BFCS 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 BFCS employee working at the District whose negligent or wrongful act or omission is caused in whole or in part, or directed by BFCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or the 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 BFCS 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 BFCS 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 BFCS, its governing Board, trustees, agents or employees not permitted under this agreement;
- (ii) Any debt or contractual obligation incurred by BFCS outside the scope of authority granted by this contract.

G. ADA/§504 Obligations

BFCS 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. BFCS and the District further agree that the District shall provide the educational services at BFCS with curricular input from BFCS, and accordingly assumes the responsibility for compliance with these laws. With this responsibility, BFCS agrees to follow the District's direction on all matters related to this compliance, and the District agrees to accommodate BFCS's curricular options to the extent practical.

H. Transportation

- (i) BFCS is responsible for providing transportation to students who reside in the District and attend the charter school. Notwithstanding this obligation, the District agrees to provide transportation to BFCS students within the District under existing District transportation policies. These BFCS students may obtain transportation through the student's parent/guardian or existing public school bus lines. The District shall not be obligated to add or extend existing bus routes or add bus routes for purposes of providing transportation to BFCS's students that are not residents of the District. The District will provide transportation to BFCS students along existing public school bus lines within the District so long as space is available.

10. Renewal of Charter

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

11. 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. The parties intend that where this Contract references state or federal law, they be bound to any amendment to such law upon the effective date of such amendments to the extent they apply to charter schools. If, at any time during the term of this Contract, a change in state or federal law requires modification of this Contract, BFCS and the District will review this Contract and conform it accordingly.

- C. Assignment

BFCS shall not, under any circumstances, assign, delegate, or contract with any entity to provide the comprehensive 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 BFCS. This does not limit BFCS's right to enter into contracts and agreements relating to matters other than comprehensive operation of the education program to the full extent allowed under Oregon law. Further, BFCS may contract for educational services as a component to the BFCS program pursuant to Section 7.F of this Contract.

- D. Terms and Conditions of Application

The parties to this Contract agree that Exhibit A sets forth the overall goals, standards and general operational policies of BFCS, and that the Exhibit A is not a complete statement of each detail of BFCS's operation. To the extent that BFCS desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in Exhibit A, BFCS 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 the Charter Application, the Contract provision(s) shall supersede any provision contained in the Charter Application.

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 BFCS.

G. Amendment

This Contract may be modified or amended only by written agreement between BFCS 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 BFCS, 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.

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:

Butte Falls School District
Attn. Superintendent

For BFCS:

Butte Falls Charter School
Attn: Board Chair

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 BFCS 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 Superintendent and BFCS 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 may be appealed by BFCS 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 Contract between the District and BFCS, 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 before BFCS may begin operations as a charter school, BFCS shall have taken, completed, and satisfied on or before the date specified herein, any action or obligation which it is required to be completed, and any failure to do so shall constitute grounds for the District to require the one year delay specified in Section 2, Paragraph C.

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 or any court proceedings. 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:

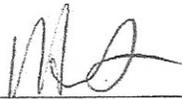
R. Authority to Enter Into Contract

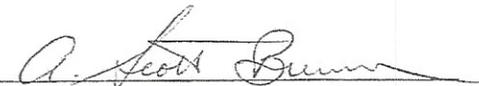
- (i) BFCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of BFCS and that the Board of Directors of BFCS has duly approved this Contract. BFCS shall provide a copy of its written resolution authorizing BFCS to enter into this Contract, to the District.
- (ii) The District expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the District and that the Board of Directors of the District has duly approved this Contract. The Minutes authorizing the execution of this Contract is attached as Exhibit C.

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

Butte Falls School District:

Butte Falls Charter School:

By: 

By: 

School Board Chair
Butte Falls School District

Charter Board Chair
Butte Falls Charter School

Date: 11-13-12

Date: 11/13/2012

Approved as to form:
District Legal Counsel

PR/Award # U282B130007

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TOWN OF BUTTE FALLS
Altitude over 2400 feet
In the Land of Pure Water, Pure Air, Sunshine and Health
BUTTE FALLS, OREGON 97522

August 23, 2011

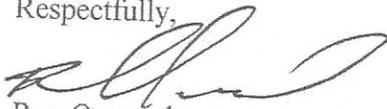
Butte Falls School District
P.O. Box 228
Butte Falls, Oregon 97522
Att: Dr. David Courtney

Dear Dave:

The Town of Butte Falls fully supports the new vision of the Butte Falls School District to create a charter school with its main focus on Science, the conversion of the closed fish hatchery to an environmental studies and research facility. The possibility of establishing a communication program where the defunct cable business is located will be a definite asset to the community. This comes at a time when our community is struggling.

The school district's vision is clear and supported by BLM, USFS, Governors Office, and Upper Rogue Watershed council.

Respectfully,



Ron Ormond
Mayor Town of Butte Falls

Town of Butte Falls, PO Box 268, Butte Falls, OR 97522. Telephone 541-865-3262 and Fax 541-865-3777. This institute is an equal opportunity employer. Email: bfcityhall@gmail.com

ORIGINAL



Upper
Rogue
Watershed
Association

PO Box 1128
Shady Cove, Oregon 97539
(541) 210-0670
urwatershed@hotmail.com
A 501 (c) 3 non-profit

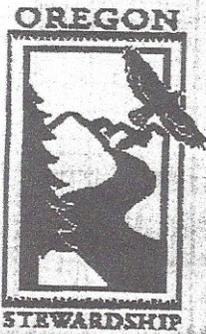
8/18/2011

The URWA supports the Butte Falls Charter School's natural resource based curriculum and is seeking funding to assist schools of the Upper Rogue with the development and implementation of such curriculum.

Sincerely,

A handwritten signature in black ink that reads "Peter Mazzini". The signature is written in a cursive, flowing style.

Peter Mazzini
Coordinator, Upper Rogue Watershed Association



OREGON STEWARDSHIP

4015 S. Stage Rd. Medford, OR 97501

541-770-2703

os2703@charter.net

www.oregonstewardship.org

April 4, 2012

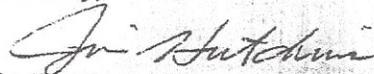
Re: Butte Falls Fish Hatchery Grounds

To Whom It May Concern:

Oregon Stewardship fully supports the positive educational opportunities at the Butte Falls Hatchery site. We plan to continue to work with both elementary and high school students with hands on projects which are already started. They include watering, mulching, and monthly care of Douglas fir, ponderosa pines, and snowberry recently planted on the hatchery grounds by first and seventh graders and high school students.

We also started debris pick up and recycling material gathered at the site. Students will be assisting Oregon Stewardship during summer maintenance. We will continue to offer scholarships each year, either for college or vocational training, to two deserving seniors who have assisted at the hatchery site.

Sincerely,


Jim Hutchins
Program Manager



Butte Falls Community School Partnership

801 Laurel Avenue

PO Box 358

Butte Falls, OR 97522

Tel: (541) 865-3500 Fax: (541) 865-3800

To Whom It May Concern,

4/5/2012

The Butte Falls Community School Partnership is a community center in the town of Butte Falls. We host a variety of social activities for community members in the Town of Butte Falls and in the larger Butte Falls School District. We offer activities to all ages from an Over 50's Friendship and Fun Group, to a 4 day a week Preschool. Types of activities include Bingo, Crafts Groups, cooking classes, a Music Jam, Children's groups, an Exercise Room, High Speed Internet Access, and The Butte Falls Food Pantry.

Our small nonprofit was formed in 2005 to work in partnership with the Butte Falls School District to develop opportunities for the community of Butte Falls that benefit the health, education, and safety of our community. Our emphasis is on providing healthy and educational opportunities to underprivileged youth and adults. The dream of a Charter School where children can practice hands on skills, fits in with our mission.

We currently have a Kid's Nature Club that meets after school 4 days a week. It is fully funded by a Jackson County Title III Grant. We have a Ford Family Foundation Grant to provide social activities for our Teens Only Group and we have submitted a grant to the Cow Creek Umqua Indian Foundation to expand our offerings to preteen aged children. Should the BF School District develop the old Fish Hatchery Property, it would greatly expand the resources we have available for use with our own youth programs.

Our nonprofit community center aims to help young people learn to use free time wisely. Many of our young people are at loose ends during summer, vacations and after school. Because Butte Falls is so isolated geographically, community members do not have the options for entertainment available in a larger city. We need to expose our students to enriching activities that are available here in our own area. The planned development of the Fish Hatchery will add to the options we have available. We fully support the idea of engaging our High School Students in planning and development of a space they will be able to use in the future.

Janis C. Nicolaus, Partnership Director

United States
Department of
Agriculture

Forest
Service

Rogue River-Siskiyou
National Forest

United States
Department of
the Interior

Bureau of
Land
Management

Medford
District Office

Reply Refer To: (FS) 1580/ 1500 (BLM)(LMOR00)I

Date: August 18, 2011

To: Dr. David Courtney, Butte Falls School

Subject: Letter of Support for the Butte Falls Charter School Natural Resources Curriculum

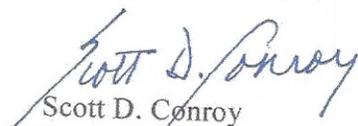
Please accept this letter of support for the Butte Falls School in Butte Falls, OR for their efforts in obtaining grant funding, for the purpose of expanding their Chartered School curriculum program. This school has proven to be effective at both continued education for students of today and introducing students to natural resources and related sciences. Obtaining funding for their Chartered school program will help promote the conservation education messages to the general public and school children. It will also alter the behavior of how younger Americans use their public lands in the future, as well as, how they will continue to view natural resources.

It's been our pleasure to have partnered with Butte Falls School on continued education. Their efforts to provide an educational link to the future stewards of our public lands are imperative. I fully support the School in their efforts on future endeavors to expand upon their natural resource curriculum. We will continue to support this school in the areas of curriculum development and provide for outdoor hands on exercises

Contact: If you have any questions, please contact Jon Raby, Field Manager for Butte Falls Resource Area at 541- 618-2200 or Kerwin S. Dewberry, District Ranger for the High Cascades Ranger District at 541-560-3400.



Dayne Barron
District Manager
USDI Bureau of Land Management



Scott D. Conroy
Forest Supervisor
Rogue River-Siskiyou National Forest



JACKSON COUNTY

Oregon

Board of Commissioners

Don Skundrick (541) 774-6118
Dennis C.W. Smith (541) 774-6119
John Rachor (541) 774-6117
Fax: (541) 774-6705

10 South Oakdale, Room 214
Medford, Oregon 97501

October 5, 2011

Dr. David L. Courtney, Administrator
Butte Falls School District 91
PO Box 228
Butte Falls, OR 97522

Dear Dr. Courtney:

Jackson County is pleased to offer its support of the efforts of the Butte Falls School District to use the shuttered Butte Falls fish hatchery as the cornerstone of the charter school. The fish hatchery will greatly enhance the natural resource curriculum offered through the charter school.

Jackson County is acutely aware of and understands the need to provide students with a 21st century education that includes creativity, imagination, and problem solving skills so they will be able to compete in the global market place. The "open ended", proficiency based, instruction without walls model of the charter school will prepare the next generation to care for and utilize our natural resources effectively.

It is refreshing to observe a community that is working together to overcome the economic hardships caused by the decline of the natural resource industry. The passion of the community members, the vision of leadership and the planning that has taken place, convinces us that this project will be successful.

Sincerely,

JACKSON COUNTY BOARD OF COMMISSIONERS

Dennis C.W. Smith, Chair

Don Skundrick, Commissioner

John Rachor, Commissioner

Butte Falls Charter School is a district conversion of Butte Falls School District and by Oregon Statute does not need to become a 501 C 3 organization. As a district school it is already non-profit.

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

To add more Budget Narrative attachments, please use the attachment buttons below.

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

**Budget Narrative for Federal CSP Grant Funds
Butte Falls Charter School**

Total Funds Requested: \$653,180

Planning-\$226,768, Implementation Year 1-\$200,954, Implementation Year 2-\$225,458

Planning Phase 10/1/13-6/30/14 Pages 1-5

1. Personnel: No personnel will be paid for out of grant funds for any phase of the grant. Stipends to be paid to the project directors or teachers are listed under Consultation.

1. Total Personnel: \$0

2. Fringe Benefits No fringe benefits will be paid for out of grant funds for any phase of the grant.

2. Total Fringe Benefit: \$0

3. Travel

3a. Travel to State charter School conference

600 round trip X 2 people X .51 mile	\$612
Per diem \$66 X 2 people X 2 days	\$264
Conferences fees \$200 X 2 people	\$400
Subtotal	\$1,276

3b. Travel for grant meeting in Washington DC

Airfare \$600 X 2 people X 1 round trip	\$1,200
Lodging \$200 per night X 2 nights X 2 people	\$800
Per diem \$66 X 2 days X 2 people	\$264
Taxi fee for round trip to hotel for 2 people	\$100
Subtotal	\$2,364

3c. Travel to National Charters Schools conference TBD

Plane ticket @ \$500 X 2 people	\$1,000
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$2,996

3d. Travel to Natural Resources Conference TBD

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200

Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3e. Misc. travel

Consult with other schools, work with consultants, coordinate with community partners, etc 4,000 miles @ .51 per mile.

Subtotal \$2,040

3f. Travel to Multiple Intelligences/Individualizing Teaching Strategies/Diversity Conference TBD

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3. Total Travel \$15,068

4. Equipment

The computers are for the use of the project director and the two people who will assisting with the duties of the project goals & community outreach. The webcam/video conferencing is to enhance the learning ability of students in a variety of situations, enhance the goal of diversity, enhance the implementation of the National Technology Standards, enhance Career Technical Educational, expand course options and early college opportunities across the curriculum & teacher training.

4a. 3 @ \$2,000 Laptop computers & 10 iPads or tablets for teacher training to track assessment results on individual students & individual learning plans. (plus software)
Subtotal \$6,000

4b. 1 projector for community outreach **Subtotal \$700**

4c. Equipment for virtual environment. (TBD after completion of Technology Infrastructure/Education Plan) to set up **virtual environment** throughout school-web cameras, video conferencing, etc to allow students to interact with other students in other parts of the world regarding similar learning objectives; to allow enhanced interactive teacher training opportunities; to allow early college enrollment for students via interactive courses, etc.; to allow observation of field work; to allow greater opportunities for Career Technical Educational. **Subtotal \$25,000**

4. Total Equipment \$38,700

5. Supplies

5a. Misc training materials on Natural Resources, Positive Behavior Support, Place Based Education, Multiple Intelligences, Teaching To Individual Differences, Diversity Training, National Technology Standards. **Subtotal \$6,000**

5b. Misc. office supplies, printing, copying. **Subtotal \$1,000**

5c. Materials to make building ADA compliant
Subtotal \$10,500

5d. Modem, wireless network, server (to allow wireless access throughout buildings)
Subtotal \$20,000

5. Total Supplies \$37,500

6. Contractual

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
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Butte Falls Charter School was a combined grassroots movement, consisting of parents, community members and school staff. While the development team has commitment, passion, knowledge and skills, legal and consultation help will be needed in a variety of areas to complete the project goals; including training. In addition, we are asking for grant funds to pay a stipend to a project director to facilitate the completion of the project/school/student goals during planning & both years of Implementation.

6a. Consultation with Oregon State University for Natural Resources Curriculum & Oregon Natural Resources education Program (ONREP) alignment \$500 per day @ 20 days = \$10,000 Consultant will work with the project director or designee to correlate the Natural Resources curriculum to all of the Common Core Standards, train staff (5 days) and follow-up support. **Subtotal \$13,000**

6b. Charter School Legal/Consultation TBD
\$500 per day X 24 days from 10/1/13 to 6/30/14 **Subtotal \$12,000**

6c. Project Director Coordinate grant project \$50 hour @ 600 hours from 10/1/13-6/30/14 = \$30,000 The project director will coordinate the grant goals & complete the tasks as indicated in the Management Plan Selection Criteria (6). The project director will coordinate the completion of the School Objectives, Student Objectives & Project Goals & Objectives, including the evaluation component.
Subtotal \$30,000

6d. Stipend For Teachers to work on curriculum alignment with Oregon Department of Education Content Standards, Natural Resources Curriculum, National Technology Standards, Career Technical Education, new course outlines, educational framework, curriculum selection, etc. 6 teachers X 10 days @ \$200 per day = \$6,000.
Subtotal \$12,000

6e. Positive Behavior Support 5 days @ \$400 per day = \$3,200
The project directors will work with consultants from Positive Behavior Support to develop & implement training (2 days) & training materials.
Subtotal \$3,200

6f. TBD Consultant to plan evaluation/accountability component for entire project & teacher training on tracking assessment of individual students. \$800 a day X 5 days= \$2,000
Subtotal \$4,000

6g. TBD contract with Graphic Artist to develop brochure 5 days @ \$400 day = \$2,000
Subtotal \$2,000

6h. TBD contract with Web Page designer 5 days @ \$400 = \$2,000
Subtotal \$2,000

6i. Community Outreach
This contract will be for media advertising regarding community outreach for the school, governance, enrollment and outreach for employment, community partners, Career Technical Educational opportunities in the community, highly qualified supplemental course instructors, drop out retrieval, etc. **Subtotal \$10,000**
Subtotal \$10,000

6j. TBD consultant to help develop Educational Technology Infrastructure & Education Plan. \$500 day X 8 days =\$4,000

6k. TBD Consultant to implement Diversity Training & Multiple Intelligences training & individualizing instruction component \$800 a day X 2 days= \$800
Subtotal \$1,600

6l. TBD Consultant to implement training (3 days) on **National Education Technology Standards**. 3 days @ \$500 day. **Subtotal \$1,500**

6m. TBD Consultant to implement training (2 days) on principles of **Place Based Education** 2 days @ \$500 day. **Subtotal \$1,000**

Total Contractual \$ 96,300

7. Construction

Total Construction \$0

8. Other	<u>Total Other \$0</u>
9. Total Direct Costs (items 1-8)	DIRECT COSTS \$187,568
10. Total Indirect Costs	INDIRECT COSTS \$ 0
11. Training Stipends	TRAINING STIPENDS \$39,200
<p>These funds are needed to implement training on Natural Resources Curriculum (5 days); Positive Behavior Support (2 days); Diversity Training, Multiple Intelligences and Teaching Strategies (2 days), Placed Based Education (2 days), National Technology Standards (3 days). 14 teachers, including the Administrator, School Psychologist and part time teachers X 14 days @ \$200 per day.</p>	
12. TOTAL COSTS (items 9-11)	\$226,768
<u>TOTAL FUND REQUEST FOR PLANNING PHASE \$226,768</u>	

Implementation Phase 1 7/1/14-6/30/15 pages 6-9

1. Personnel: No personnel will be paid for out of grant funds for any phase of the grant. Stipends to be paid to the project directors or teachers are listed under Consultation.

1. Total Personnel: \$0

2. Fringe Benefits No fringe benefits will be paid for out of grant funds for any phase of the grant.

2. Total Fringe Benefit: \$0

3. Travel

**3a. Travel to State charter School conference
(These individuals will return and share knowledge with staff.)**

600 round trip X 2 people X .51 mile	\$612
Per diem \$66 X 2 people X 2 days	\$264
Conferences fees \$200 X 2 people	\$400
Subtotal	\$1,276

3b. Travel for grant meeting in Washington DC

Airfare \$600 X 2 people X 1 round trip	\$1,200
Lodging \$200 per night X 2 nights X 2 people	\$800
Per diem \$66 X 2 days X 2 people	\$264
Taxi fee for round trip to hotel for 3 people	\$100
Subtotal	\$2,364

**3c. Travel to National Charters Schools conference TBD
(These individuals will return and share knowledge with staff.)**

Plane ticket @ \$500 X 2 people	\$1,000
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$2,996

**3d. Travel to Natural Resources Conference TBD
(These individuals will return and share knowledge with staff.) Web camera will be used rather than travel, if opportunity is available.**

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400

Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3e. Travel to Multiple Intelligences/Individualizing Teaching Strategies/Diversity Conferences TBD (These individuals will return and share knowledge with staff.) Web camera will be used rather than travel, if opportunity is available.

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3f. Travel to National Technology Conferences TBD (These individuals will return and share knowledge with staff.) Web camera will be used rather than travel, if opportunity is available.

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3g. Misc. travel

Consult with other schools, work with consultants, travel to training, coordinate with community partners, etc 3,000 miles @ .51 per mile.

Subtotal \$1,530

Total Travel \$17,754

4. Equipment

This equipment is required in order to have the necessary technological equipment conducive to a professional school office and classroom setting, expand learning options, & integrate the National Technology Standards & enhance Career Technical Educational, expand course options and early college opportunities across the curriculum.

4a. Computers/iPads for Grades 8-12 (plus software) Number & type **TBD** in Technology Infrastructure and Education Plan being developed in Planning Phase:
Subtotal \$50,000

4b. TBD Software for evaluation component. Subtotal \$10,000

4c. TBD technological teaching equipment TBD in Technology Infrastructure and Education Plan being developed in Planning Phase (i.e. digital cameras, document cameras, instructor computers, hand held learning tools, digital microscopes, iPod touches, Vernier probeware, etc.) **Subtotal \$25,000**

4d. Equipment for Vocational Education classes TBD by results of community outreach (Goal 2) for Career Technical Educational opportunities in the community. (i.e. lathe, mill, tooling equipment, wood laser, etc) **Subtotal \$15,000**

4. Total Equipment \$100,000

5. Supplies

5a. Classroom set of recommended Natural Resources materials K-12
Subtotal \$20,000

5. Total Supplies \$20,000

6. Contractual

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
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Butte Falls Charter School was a grassroots movement. While the development team has commitment, passion, knowledge and skills, legal and consultation help will be needed in a variety of areas to complete the project goals. In addition, we are asking for grant funds to pay a stipend to a project director to facilitate the completion of the project/school/student goals during planning & both years of Implementation.

6a. Project Director Coordinate grant project \$50 hour @ 600 hours from 10/1/13-6/30/14 = \$30,000 The project director or designee will coordinate the grant goals & complete the duties as indicated in the Management Plan Selection Criteria (6). The project director will coordinate the completion of the School Objectives, Student Objectives & Project Goals & Objectives, including the evaluation component. **Subtotal \$30,000**

6b. TBD Consultant to implement evaluation/accountability component \$400 a day X 3 days= \$1,200, including assisting teachers in classroom monitoring of individual student progress. **Web camera will be used, if opportunity is available.**
Subtotal \$1,200

6c. Consultation with Oregon State University for Natural Resources Curriculum/Oregon Natural Resources Education Program-ONREP to review training components & facilitate implementation of Natural Resources Curriculum. 16 hours and follow-up support. **Web camera will be used, if opportunity is available.** **Subtotal \$4,000**

6d. Positive Behavior Support Review 16 hours @ \$800 = \$800
Positive Behavior Support review of training. **Web camera will be used, if opportunity is available. Subtotal \$800**

6e. Community Outreach

This contract will be for media advertising regarding community outreach for the school, governance, enrollment and outreach for employment, community partners, Career Technical Educational opportunities in the community, highly qualified supplemental course instructors, drop out retrieval, etc. **Subtotal \$5,000**

6f. TBD Consultant to review Multiple Intelligences/diversity training/individualizing instruction component \$800 a day X 1 days= \$800 Web camera will be used, if opportunity is available. Subtotal \$1,600

6g. TBD Consultant to implement training review (1 days) on National Education Technology Standards. Web camera will be used, if opportunity is available. 1 days @ \$500 day. Subtotal \$500

6h. TBD Consultant to implement training review of principles of Place Based Education. Web camera will be used, if opportunity is available. 1 day @ \$500 Subtotal \$500

Total Contractural \$43,600

7. Construction

Total Construction \$0

8. Other

Total Other \$0

9. Total Direct Costs (items 1-8)

DIRECT COSTS \$ 181,354

10. Total Indirect Costs

INDIRECT COSTS \$ 0

11. Training Stipends 14 teachers to attend 7 days training at \$200 stipend per day Subtotal \$19,600

TRAINING STIPENDS \$19,600

12. TOTAL COSTS (items 9-11) \$200,954

TOTAL FUND REQUEST FOR IMPLEMENTATION YEAR 1 \$200,954

IMPLEMENTATION Year 2

IMPLEMENTATION PHASE 2 7/1/15-6/30/16 Pages 10-13

1. Personnel: No personnel will be paid for out of grant funds for any phase of the grant. Stipends to be paid to the project directors or teachers are listed under Consultation.

1. Total Personnel: \$0

2. Fringe Benefits No fringe benefits will be paid for out of grant funds for any phase of the grant.

2. Total Fringe Benefit: \$0

3. Travel

3a. Travel to State charter School conference

600 round trip X 2 people X .51 mile	\$612
Per diem \$66 X 2 people X 2 days	\$264
Conferences fees \$200 X 2 people	\$400
Subtotal	\$1,276

3b. Travel for grant meeting in Washington DC

Airfare \$600 X 2 people X 1 round trip	\$1,200
Lodging \$200 per night X 2 nights X 2 people	\$800
Per diem \$66 X 2 days X 2 people	\$264
Taxi fee for round trip to hotel for 3 people	\$100
Subtotal	\$2,364

3c. Travel to National Charters Schools conference TBD

Plane ticket @ \$500 X 2 people	\$1,000
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$2,996

3d. Travel to Natural Resources Conference TBD (These individuals will return and share knowledge with staff.) Web camera will be used rather than travel, if opportunity is available.

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3e. Travel to Multiple Intelligences/Individualizing Teaching Strategies/Enhancing Diversity Conference TBD (These individuals will return and share knowledge with staff.) Web camera will be used rather than travel, if opportunity is available.

Plane ticket @ \$600 X 2 people	\$1,200
Hotel \$200 X 2 people X 3 nights	\$1,200
Conference fees \$200 X 2 people	\$400
Per diem \$66 X 3 days X 2 people	\$396
Subtotal	\$3,196

3f. Misc. travel

Consult with other schools, work with consultants, travel to training, coordinate with community partners, etc 3,000 miles @ .51 per mile.

Subtotal \$1,530

3. Total Travel \$ 14,558

4. Equipment

4a. Computers/iPads (plus software) for grades K-7 (Number & type to be determined after completion of Technology Infrastructure & Education Plan to be done during Planning Phase. Student classroom computers and staff computers who did not receive them in Year 1 Implementation.

Subtotal \$80,000

4b. Storage and charging station for laptops above. **Subtotal \$10,500**

4c. TBD Software to continue to evaluation component & finalize evaluation report. \$10,000

4. Total Equipment \$100,500

5. Supplies

These supplies are requested because supplies were not provided for grades K-7 in Implementation Year 1.

5 a.. TBD Classroom supplies to meet technological standards & to implement technology across the curriculum. Grades K-7.

Subtotal \$40,000

5. Total Supplies \$40,000

6. Contractual

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
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Butte Falls Charter School was a grassroots movement. While the development team has commitment, passion, knowledge and skills, legal and consultation help will be needed in a variety of areas to complete the project goals. In addition, we are asking for grant funds to pay a stipend to a project director to facilitate the completion of the project/school/student goals during planning & both years of Implementation.

6a. Project Director Coordinate grant project \$50 hour @ 600 hours from 7/1/15-6/30/16 = \$30,000 The project director or designee will coordinate the grant goals & complete the duties as indicated in the Management Plan Selection Criteria (6). The project director will coordinate the completion of the School Objectives, Student Objectives & Project Goals/Objectives as outlined in the Management Plan of the narrative, including the evaluation component. **Subtotal \$30,000**

6b. TBD Consultant to finalize implementation of evaluation/accountability component & establish process for ongoing evaluation. \$400 a day X 2 days= \$800 **Subtotal \$800**

6c. Community Outreach

This contract will be for media advertising regarding community outreach for the school, governance, enrollment and outreach for employment, community partners, Career Technical Educational opportunities in the community, highly qualified supplemental course instructors, drop out retrieval, etc. **Subtotal \$2,500**

6d. Consultation with Oregon State University for Natural Resources Curriculum review to facilitate continued implementation. 2 days @ \$500 = \$1,000.
Web camera will be used, if opportunity is available. Subtotal \$1,000

Subtotal \$1,000

6e. Positive Behavior Support review 1 day @ \$400 per day = \$400

Webcam based Positive Behavior Support review if possible.

Subtotal \$400

6f. TBD Consultation for Place Based Education review 1 days @ \$400 per day = \$400

Webcam based Positive Behavior Support review.

Subtotal \$400

6k. TBD Consultant to review continued implementation of Multiple Intelligences principles & individualizing teaching strategies \$800 a day X 1 days= \$800 (Web cam training will be used if possible.) **Subtotal \$800**

6l. TBD Consultant to review training (1 days) on continued implementation of National Technology Standards. 1 days @ \$500 day. Webcam will be used if possible. Subtotal \$500

Total Contractural \$43,600

7. Construction

Total Construction \$0

8. Other

Total Other \$0

9. Total Direct Costs (items 1-8)

DIRECT COSTS 198,658

10. Total Indirect Costs

INDIRECT COSTS \$ 0

11. Training Stipends

TRAINING STIPENDS \$26,800

These training days are necessary to review the principles of Multiple Intelligences, teaching strategies, Diversity, assessment, Place Based Education, National Technology Standards, Oregon State University's Natural Resources Curriculum.

12. TOTAL COSTS (items 9-11) **\$225,458**

TOTAL FUND REQUEST FOR IMPLEMENTATION YEAR 2 \$ 225,458

**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

Butte Falls Charter School

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	0.00	0.00	0.00			0.00
2. Fringe Benefits	0.00	0.00	0.00			0.00
3. Travel	15,068.00	17,754.00	14,558.00			47,380.00
4. Equipment	38,700.00	100,000.00	100,500.00			239,200.00
5. Supplies	37,500.00	20,000.00	40,000.00			97,500.00
6. Contractual	96,300.00	43,600.00	43,600.00			183,500.00
7. Construction	0.00	0.00	0.00			0.00
8. Other	0.00	0.00	0.00			0.00
9. Total Direct Costs (lines 1-8)	187,568.00	181,354.00	198,658.00			567,580.00
10. Indirect Costs*	0.00	0.00	0.00			0.00
11. Training Stipends	39,200.00	19,600.00	26,800.00			85,600.00
12. Total Costs (lines 9-11)	226,768.00	200,954.00	225,458.00			653,180.00

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: To: (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify):

The Indirect Cost Rate is %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

Name of Institution/Organization Butte Falls Charter School	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	881,437.00	908,030.00	935,420.00			2,724,887.00
2. Fringe Benefits	643,728.00	663,040.00	677,931.00			1,984,699.00
3. Travel	19,783.00	20,376.00	20,674.00			60,833.00
4. Equipment	0.00	0.00	0.00			0.00
5. Supplies	55,285.00	56,943.00	58,652.00			170,880.00
6. Contractual	0.00	0.00	0.00			0.00
7. Construction	0.00	0.00	0.00			0.00
8. Other	283,051.00	296,992.00	303,132.00			883,175.00
9. Total Direct Costs (lines 1-8)	1,883,284.00	1,945,381.00	1,995,809.00			5,824,474.00
10. Indirect Costs	0.00	0.00	0.00			0.00
11. Training Stipends	0.00	0.00	0.00			0.00
12. Total Costs (lines 9-11)	1,883,284.00	1,945,381.00	1,995,809.00			5,824,474.00

SECTION C - BUDGET NARRATIVE (see instructions)

U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424

1. Project Director:

Prefix: Dr.	First Name: David	Middle Name:	Last Name: Courtney	Suffix:
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Address:

Street1:	720 Laurel Ave.
Street2:	P.O. Box 228
City:	Butte Falls, OR
County:	Jackson
State:	OR: Oregon
Zip Code:	97522
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
541-865-3563	541-865-3217

Email Address:
dcourtney@buttefalls.k12.or.us

2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
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