

**U.S. Department of Education**

**Washington, D.C. 20202-5335**



**APPLICATION FOR GRANTS  
UNDER THE**

**Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA): Planning, Progr**

**CFDA # 84.282B**

**PR/Award # U282B140056**

**Grants.gov Tracking#: GRANT11701551**

OMB No. , Expiration Date:

Closing Date: Jul 11, 2014

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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.).

There were problems converting one or more of the attachments. These are: 1237-CSP.Assurances.KairosPDX.pdf

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

07/11/2014

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

NA

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

KairosPDX

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

46-0987167

\* c. Organizational DUNS:

0794509300000

**d. Address:**

\* Street1:

3635 N Williams Avenue

Street2:

\* City:

Portland

County/Parish:

\* State:

OR: Oregon

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

97227-1452

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Ms.

\* First Name:

Zalika

Middle Name:

\* Last Name:

Gardner

Suffix:

Title:

Director of Education

Organizational Affiliation:

KairosPDX

\* Telephone Number:

503-567-9820

Fax Number:

\* Email:

info@kairospdx.org

**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:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 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-052714-001

\* Title:

Office of Innovation and Improvement (OII): Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA): Planning, Program Design, and Initial Implementation Grants CFDA Number 84.282B

**13. Competition Identification Number:**

84-282B2014-1

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

KairosPDX Learning Academy: Engagement + Empowerment = Achievement

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.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="241,003.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="198,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="138,997.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="578,000.00"/>

**\* 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

Add Attachment

Delete Attachment

View Attachment

**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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <input type="text" value="Zalika Gardner"/>	TITLE  <input type="text" value="Director of Education"/>
APPLICANT ORGANIZATION  <input type="text" value="KairosPDX"/>	DATE SUBMITTED  <input type="text" value="07/11/2014"/>

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

<b>1. * Type of Federal Action:</b> <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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name: KairosPDX

\* Street 1: 3635 N Williams Avenue    \* Street 2: \_\_\_\_\_

\* City: Portland    \* State: OR: Oregon    \* Zip: 97227

Congressional District, if known: 3rd

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

<b>6. * Federal Department/Agency:</b> U.S. Department of Education	<b>7. * Federal Program Name/Description:</b> Charter Schools
	CFDA Number, if applicable: 84.282

<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
---	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name NA Middle Name \_\_\_\_\_

\* Last Name NA Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ \* Street 2 \_\_\_\_\_

\* City \_\_\_\_\_ \* State \_\_\_\_\_ \* Zip \_\_\_\_\_

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

Prefix \_\_\_\_\_ \* First Name NA Middle Name \_\_\_\_\_

\* Last Name NA 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: Zalika Gardner

\* Name: Prefix \_\_\_\_\_ \* First Name Zalika Middle Name \_\_\_\_\_

\* Last Name Gardner Suffix \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Date: 07/11/2014

<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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PR/Award # U282B140056

## 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](mailto:ICDocketMgr@ed.gov) and reference the OMB Control Number 1894-0005.

### Optional - You may attach 1 file to this page.

KairosPDX.GEPA.pdf

Add Attachment

Delete Attachment

View Attachment

**KairosPDX Learning Academy Public Charter School**  
GEPA Statement

Throughout KairosPDX Learning Academy's CSP proposal narrative, we describe the numerous strategies we will utilize to ensure equitable access to and participation in the grant project. This school is explicitly designed for low-income children, children of color, and other students whom the traditional public school system has failed as evidenced by prolific achievement gaps. For example, all of our recruitment and outreach activities occur in-person. Prospective families, many of whom may not have Internet access, are not required to obtain or submit any application or enrollment materials online. For outreach, we go to where we know diverse parents are, and otherwise partner with community based organizations who are working with communities of color and low-income families to serve students most in need, i.e., we conduct information sessions at such community based organizations and events well-populated by our target populations.

---

## 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.

<b>* APPLICANT'S ORGANIZATION</b>	
<input style="width: 90%;" type="text" value="KairosPDX"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 50px;" type="text" value="Ms."/>	* First Name: <input style="width: 150px;" type="text" value="Zalika"/> Middle Name: <input style="width: 100px;" type="text"/>
* Last Name: <input style="width: 150px;" type="text" value="Gardner"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 150px;" type="text" value="Director of Education"/>	
* SIGNATURE: <input style="width: 150px;" type="text" value="Zalika Gardner"/>	* DATE: <input style="width: 100px;" type="text" value="07/11/2014"/>

## 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:

## KairosPDX Learning Academy Abstract

**KairosPDX Learning Academy** ~ Project Director: Zalika Gardner, [info@kairospdx.org](mailto:info@kairospdx.org)  
3635 N Williams; Portland, Oregon; 97227

Oregon's graduation rate is the 4<sup>th</sup> worse in the nation. In North Portland, roughly 4,100 children attend K-5 schools in North Portland; 65% are students of color and 75% qualify for free or reduced lunch; only 6% of Hispanic students and 12% of African-American students are on track to graduate high school based on 3<sup>rd</sup> grade reading performance!

KairosPDX Learning Academy's **mission** is to *attack the racial achievement gap by cultivating confident, creative, compassionate leaders exceeding academic standards at each developmental milestone.* We will serve students in Kindergarten through Fifth grade, anticipating a total 53 Kindergarten and First grade children enrolled in 2014-15, growing with the students, adding a grade level per year, culminating in and sustaining in serving 224 students per year.

**KairosPDX Learning Academy fulfills the CSP purposes** as a new public charter school in North Portland designed to address the inequities we currently see in outcomes for low income students and students of color in Portland. All of the structural, educational and support components of this innovative school are strategically designed to eradicate these achievement gaps, increase achievement, significantly impact high school graduation rates and even increase college participation, particularly for students in educationally disadvantaged groups. These components include: small class size, staffing model, extended instructional day and year, intentional multicultural approach to teaching and learning, intake evaluation with families, purposeful community partnerships, explicit social-emotional coaching, focus on current brain research, service learning, Reggio-inspired inquiry based approaches to teaching and learning, STEM, social justice, negotiated emergent curriculum as well as designed curriculum, documentation / listening, creating a culture of inquiry, the languages of the Arts and Sciences, integration of literacy and the Arts through story.

**Top goals** for our charter school's first three years: At least 50% of students are students of color and staff reflect's student diversity; average daily attendance rate will meet or exceed 92%; 85% of students meet or exceed standards in reading, math, language arts and science on 3<sup>rd</sup> and 5<sup>th</sup> grade assessments; 100% of students are practiced in the languages of the arts and inquiry-based learning; 100% of students participate in a minimum of 2 long-term service projects each year; 100% of students across grade levels are exposed to diverse leaders that have made the local/global community a better place.

**KairosPDX Learning Academy's contributions to research, policy and practice** center on the nexus between instruction and construction, particularly for low-income students and students of color, i.e., just as we need to be cognizant to children's need for basic academic skills, we need to be equally cognizant of children's needs for executive function, critical thinking, and social emotional regulation, as well as the persistence and curiosity that enable students to successfully use basic academic skills and otherwise create success in relationships, economics and life.

**Engagement + Empowerment = Achievement**

## Project Narrative File(s)

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\* **Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

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

Add Optional Project Narrative File

Delete Optional Project Narrative File

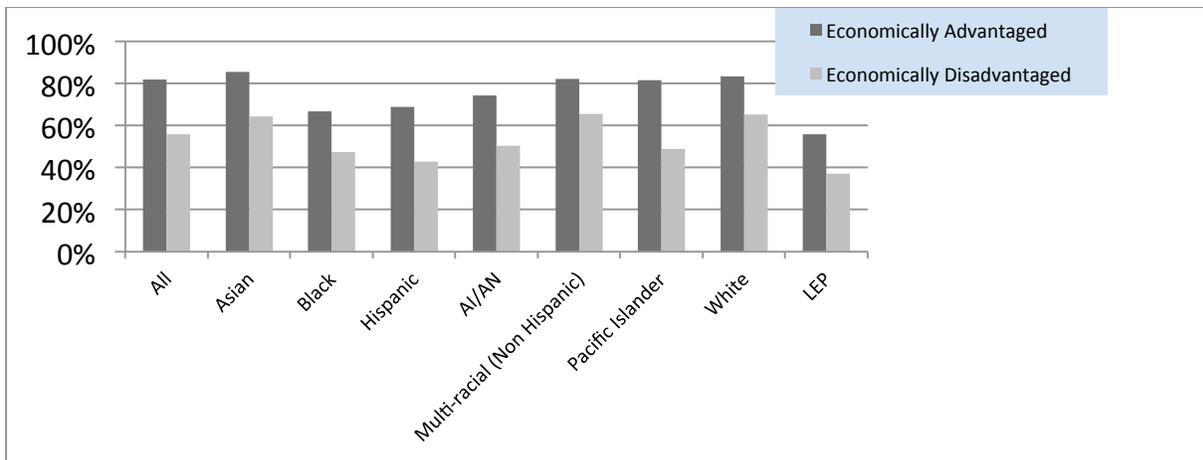
View Optional Project Narrative File

### Part III – Narrative

#### ABSOLUTE PRIORITY

KairosPDX Learning Academy exists to bring innovative equitable education to a state ranking 40<sup>th</sup> out of the fifty states with the largest achievement gaps and the fourth worst graduation rate in the nation. According to an ECONorthwest analysis of Oregon Department of Education (ODE) data, 82% of kids statewide are reading proficient at 3<sup>rd</sup> grade, while only 55% of low-income kids meet this predictive benchmark. Disaggregating this data by race reveals inextricable links between race and economic status. Statewide: 16% of white students live in low income households while 58% of students of color live in low income households. While race remains a stronger predictor of overall academic success, across all racial categories low-income students perform worse than their middle class counterparts.

#### 3<sup>rd</sup> Grade Reading Proficiency by Race and Poverty, 2012-13



Source: ECONorthwest analysis of ODE data, retrieved from database on February 25, 2014.

Equity requires a targeted class conscious response. KairosPDX Learning Academy (KLA) delivers just such an intervention; research based, multifaceted, empowering education cultivating confident students who exceed expectations including the 3<sup>rd</sup> grade benchmarks propelling children toward high school graduation. KLA is committed to changing lives, and

*KairosPDX Learning Academy: Engagement + Empowerment = Achievement*

changing trajectories of success in Portland. Our target population is children and families of color in North/Northeast Portland, a diverse community with both the largest concentration of African-American students in the Portland Public School District and a large concentration of low-income families.

Consider the following (based on the 2009 census): 121,000 youth, 0-18 reside in the City of Portland; 20,246 live in poverty and 11,081 speak English as a second language. Looking closer at North Portland we see: 13,300 families reside in North Portland; 35% of them are people of color; the median household income level is \$51,500, 6% less than the city overall. Roughly 4,100 children attend K-5 schools in North Portland. Of these students, 65% are students of color and 75% qualify for the free or reduced price lunch program. Compare this to the Southwest area of the city in which: 15,000 families reside; only 6% are people of color; and the median household income is \$70,700, 30% higher than the rest of the city. Herein lies the tale of two cities, segregated both racially and economically.

Aware of these powerful dynamics, KairosPDX built a program targeting the engagement and empowerment of the historically underserved communities in Portland. Consistent with our commitment to equity, our outreach has been targeted and intentional. We have gone to community events intentionally reaching diverse families, and partnered with our city's CBO's serving the students most in need. Surveys, focus groups and info sessions were dispersed through our multiple community partners who offered established relationships with low-income families and communities of color. Through strategic outreach and partnership KairosPDX talked with and surveyed hundreds of families expressing support for our vision of educational change.

We collected: 323 total surveys representing 549 children 421 of which are aged 0-5; Over 75% of the 323 surveys collected were completed by parents of color; 70% of respondents reported household incomes between 0 and \$74,999; 50% below \$50,000; Nearly 20% identify as speaking a second language in the home; 95% of respondents said they would be interested or very interested in attending Kairos Learning Academy.

As this initial outreach shifted to marketing for student applications, we have continued to partner with agencies who serve the communities that are most in need, conducting sessions *in* the community in partnership *with* community. KairosPDX engaged in face-to-face meetings with families interested in our program rather than simply providing an on-line form believing that these seemingly small efforts not only build the relationships essential to empowerment but also attack issues of access like those presented by allowing an online enrollment process. At each stage of development, KLA has made every effort to ensure that the families informed about KairosPDX represent the economically and educationally underserved communities of our city.

## **INVITATIONAL PRIORITY**

KairosPDX Learning Academy emerged in specific response to the inequities we currently see in outcomes for diverse populations and historically underserved students in Portland. For every year that we have data in Portland Public Schools, White students have clearly outperformed Black, Hispanic and Native American students on state assessments in every subject at every grade level. Indeed, this gap has barely budged in the last fifty years. Nearly 30% of these students of color are not meeting first grade benchmarks. 85% of students who are not on benchmark in 1<sup>st</sup> grade will remain below benchmark in 9<sup>th</sup> grade. Currently, in North Portland, only 6% of Hispanic students and 12% of African-American students are on

track to graduate high school based on 3<sup>rd</sup> grade reading performance. This bears repeating: **88% - 94% of our black and brown children in this area of Portland are NOT on track to graduate from high school!**

The Coalition of Communities of Color's report, *Communities of Color in Multnomah County: An Unsettling Profile* (2009) documents that:

- Communities of color earn half the incomes of whites, earning \$16,636 per year, while white people earn \$33,095 annually.
- Communities of color have unemployment rates that are 35.7% higher than whites.
- Poverty levels among our communities are at levels at least double those of whites. Our child poverty rate, collectively, is 33.3%, while that of white children is 12.5%.
- Educational attainment is stratified by race. While only 7% of Whites did not graduate high school, 30% of communities of color did not.
- Disparities exist at the preschool level. By the time children enter kindergarten, there is a disparity that, depending on the measure, averages between 5% and 15% in readiness for learning scores.

Educational disparities in our local public schools are deeply entrenched and have a dramatic impact in a city that is becoming increasingly diverse. Forty-four percent of Kindergartners in PPS are students of color and it is estimated that by 2020 we will have a majority minority. KairosPDX agrees with Gloria Ladson –Billings, who suggests that what we have is not an achievement gap but an “educational debt” accumulated across years of denied access to quality education and employment. These gaps often widen, not narrow, with time. KairosPDX is focused on being part of the solution; part of the vision for change and equity in academic outcomes. Our mission is to eliminate the racial achievement gap by cultivating

confident, creative, compassionate leaders exceeding academic expectations at each developmental milestone. Our vision is to engage and empower children and families through a liberating education by which each individual is freed to bring their very best to their own goals and dreams. We are crafting a new narrative around children and families of color placing strength, excellence and achievement at the fore.

In the service of our vision, KairosPDX Learning Academy offers a departure from currently offered curricular models. As a Reggio inspired, data driven, STEM infused, service minded, multicultural program we are providing access for underserved populations to pedagogy and approaches traditionally reserved for white and upper middle class segments of the populations while merging these practices with researched strategies supporting academic achievement for low income students and students of color. We are mission driven to attract and serve student from diverse races, as well as economically and educationally disadvantaged students. This focus is articulated throughout our charter proposal. Our intentional community partnerships, student outreach and staff recruitment further demonstrate our devotion to effectively serving diverse students. The following organizations partnered with us in this work: Minority faith based channels (historically black churches); Minority-owned businesses North Portland community organizations (North Portland Cares, Compassion North Portland); Community events: Good in the Neighborhood, Delta Park Pow Wow, Children's Museum Free Fridays; Government Agencies: DHS Child Welfare, Housing Authority; KairosPDX Early Learning Network. We are a contributing member in the coalition of communities of color seeking to unapologetically address race in the conversations around meaningful educational equity.

*“Teaching must be advocacy: for kids, for democracy, for a better world. If it is not advocacy for those ideals, then it is advocacy for something else.” – Randy and Katherine Bomer*

## **APPLICATION CRITERIA**

### **i. Educational program**

The KairosPDX Learning Academy (KLA) believes that the most impactful vision of equity creates a program in which **every child develops as fully as possible socially, emotionally and academically**. KLA will serve students in Kindergarten through Fifth grade, anticipating a total 53 Kindergarten and First grade children enrolled in 2014-15, growing with the students, adding a grade level per year, culminating in and sustaining in serving 224 students per year.

While we have no way of *knowing* what is possible for each child we *believe* each child is intelligent, competent and creative and we *expect* each child to surprise and amaze. The school’s commitment to children and families is to hear, see and know each child and provide experiences cultivating **full engagement** pressing into service each child’s intellectual, social and emotional resources and **making visible the capacities of each child**. Our commitment to equity requires of us intentional program design based upon researched achievement outcomes for children of color. All of our school’s structural, educational, and support components—as detailed in our charter proposal and incorporated into our performance-based charter contract—are designed to increase achievement, significantly impact high school graduation rates and even increase college participation, particularly for students in educationally disadvantaged groups. These components include: small class size, staffing model, extended instructional day and year, intentional multicultural approach to teaching and learning, intake evaluation with families, purposeful community partnerships, explicit social-emotional coaching, focus on current brain

research, service learning, Reggio-inspired inquiry based approaches to teaching and learning, negotiated emergent curriculum as well as designed curriculum, documentation / listening, creating a culture of inquiry, the languages of the Arts and Sciences, integration of literacy and the Arts through story. Central to the work of KLA is the intentional cultivation of community - nurturing identities, building upon strengths, encouraging collaboration and valuing reflection. We believe that a school supporting all learners must intentionally place community at its core.

The word “curriculum” in the context of KLA refers to a way of thinking about learning processes. It is a broad term including but not limited to textbooks and materials. *Its primary function is to define the structures through which we believe children learn best and make available practices supporting this belief.* In our school, the curriculum will be framed under four major areas: Negotiated-emergent and Designed curriculum, Service-learning, Multi-cultural curriculum, and Creativity and Play.

**Negotiated- Emergent and Design Curriculum:** Research tells us that children are more engaged when they have choice, a degree of autonomy, and when they see the activity as relevant. The Reggio Emilia experience reminds us that listening to children – observing, inquiring, staying attentive and reflecting together with them – tells children they are important, they are capable and they have powerful ideas that have the potential to change the world. Empowering such leaders is our goal. Reflective of these ideas, KLA engages a curriculum model shaped by the ideas, identities and interests of the entire learning community of families, teachers and children. Content is standards based while the process of learning the content is a flexible and evolving process of inquiry. This process includes both teacher and student generated questions that are explored through the arts, as well as collaborative, literary, scientific, historical and mathematical investigations. For example, the following Kindergarten

Standards---CCSS.ELA-Literacy.RI.K.1 With prompting and support, ask and answer questions about key details in a text; CCSS.ELA-Literacy.RI.K.2 With prompting and support, identify the main topic and retell key details of a text; CCSS.ELA-Literacy.RI.K.3 With prompting and support, describe the connection between two individuals, events, ideas, or pieces of information in a text---could be met within a community read aloud after which children were invited to: invent a game to help everyone notice details, share their strategies for identifying connections between familiar books, practice “metacognition” by noticing what happens in your mind when you hear two different stories or make a personal connection, sharing personal stories inspired by the texts through collage materials, paint or blocks, re-reading an old favorite looking for a new piece of information never noticed before, sharing what you remember with a friend, considering what the author of a story really wanted us to know.

The pace of the experience is flexible and the focus is on the meaning made by the students. The practice of this kind of “**negotiated**” (between teacher set standards and student interest) “**emergent**” (evolving and flexing with children’s ideas) curriculum relies upon listening and collaborating with the children. This empowering practice not only develops an **expectation** that children are participants in their own learning but it also invites the **full engagement** of the learner by placing student voice into the dominant discourse of the classroom.

The resulting experience of learning requires persistence, discipline, creativity and critical thinking from both teachers and children. It also creates a community of learners that supports the child by giving them the necessary emotional development of: risk-taking, reflection, resilience and collaboration. Together they create a school culture in which every

learner knows themselves, develops critical thinking, remains curious and engaged in their world and practices both self-directed and collaborative construction of knowledge.

The role of the teacher as mediator of this experience cannot be overstated. The unique charge to the adults in KLA is to offer children experiences expanding their understanding of the world while giving them the skills to find their place within it. Toward this end, KLA will merge “negotiated emergent curriculum” with “designed curricula.”

**Designed curricula** is prepared based upon societally agreed upon norms of achievement and development as articulated in the Common Core Standards. As such these curricula are invaluable resources in maintaining our alignment with achievement standards by ensuring children are exposed to the range of necessary skills within an appropriate scope and sequence. At KLA, designed curriculum plays a major role in informing, supporting and strengthening negotiated emergent curriculum. They include curricular elements such as Handwriting and Mathematics as well as supplementary Literacy and Science Materials.

Adding to the substance provided by the Common Core Standards, the following experiences and approaches form the unique platform on which teaching and learning at KLA unfolds.

**Service Learning:** Our focus on service learning builds upon the values and strengths currently prominent in Portland. KairosPDX offers the potential of both shaping and incorporating the ideas of children; taking our city to the next level of civic engagement and volunteerism. We believe that coming to know one’s world is a function of caring about one’s world and that our children must be grounded in their sense of compassionate agency. Service learning introduces children to the power of their ideas and the role of compassionate care in co-creating a world we all can successfully inhabit.

Furthermore, research repeatedly shows that participation in high-quality service learning can result in improved attendance, increased test scores, greater problem-solving skills, and better acquisition of skills and knowledge related to reading/language arts, mathematics, science, and social studies **National Youth Leadership Council** (<http://www.nylc.org/>). Service Learning is a core component of an instructional program in which whole communities can thrive.

**Multi-Cultural Curriculum:** KairosPDX believes that *a multi-cultural context delivers a strong sense of self and is a requirement for participation in our global society*, our focus on **multicultural education** creates opportunity to understand “difference” as the norm and develop healthy and empowered identities both unique to student home culture and reflective of student’s place in a larger narrative. Unexamined racism, power and privilege will continue to recycle the status quo without informed, confident and creative critique. We believe that a quality education can no longer ignore the political context of the work of creating tomorrow’s citizens. Lisa Delpit (1998) prioritizes the complex fabric of culture and norms that walk into a given classroom or school and emphasizes the limitations of a single narrative to base all learning. **We seek to unearth the many narratives that can contribute to our worldview, believing it strengthens not only the individual, but the collective.** We believe that multicultural education anchors our understanding of being fully human and is an ethical imperative in our global society. Such curriculum understands the necessity of cultivating resilience and creating intentionally liberating discourse informed by Courageous Conversations (PEG) and Critical Race Theory (Gloria Lanson-Billings; Margaret Zamudio, Christopher Russell, Francisco Rios, Jacquelyn L. Bridgeman)

**Creativity and Play:** Our focus on creative thinking provides opportunities for all learners to thrive personally and professionally contributing to our evolving knowledge

economy. Creativity is much more than the pursuit of visual and/or performing arts although these are inarguably important avenues for expression. As Lisa Delpit (2012) writes after visiting the Reggio Emilia Preschools of Italy, *“The arts give us new eyes to see the potential for the expression of genius in our children.”* Creative thinking however, also refers to original and imaginative thinking that can be found in all disciplines and is needed in all areas of life. At KLA, **cultivating creativity** means incorporating ample use of the arts and sciences to facilitate, community participation, critical thinking, reflective practice, and self-awareness.

**Play** is also a foundational structure in KLA program and it provides the fuel for healthy social-emotional development. The life altering abilities to control impulses, regulate emotion, take another perspective and imagine possibilities are all practiced within the authentic and powerful construct of play. Research supports both the positive impact of programs honoring the explicit development of these social skills and the importance of developing emotional resilience to the inevitable challenges of life.

## **ii. School Management**

KairosPDX is a nonprofit corporation. Five women co-founded KairosPDX two years ago; Zalika Gardner, Kaaren Heikes, Jasmine Johnson, Kali Ladd, and Marsha Williams. These five professionals, four of whom are women of color, collectively bring over 75 years of experience that well-position KairosPDX for successfully accomplishing our mission (please see enclosed resumes for detailed information regarding co-founders’ expertise and experience).

The co-founders strategically recruited additional Board members with demonstrated and recognized leadership in social justice, nonprofit, social service, financial, service learning, commercial real estate, community development, and educational arenas.

We established with nonprofit status in Oregon in 2012 and submitted the IRS 1023 application

in 2012 (determination imminent). As such, KairosPDX is governed by its Board of Directors. The Board has four committees: Executive, Advisory, Fundraising, and Finance. The KairosPDX Board is structured to utilize a traditional model in which the Board meets regularly, decides major policies, and delegates power to school administrators to implement such policies in the daily school operations. Typical for the development phase in a charter school life cycle, however, the Board is currently extremely active and hands-on, particularly with the fundraising, financial, facility, and other operational aspects of the organization. The Board will adopt comprehensive policies – including general policies, governance policies, student policies, personnel policies and financial management policies – and will hold administrators accountable to utilize these policies in managing the school.

Four of Kairos’ five co-founders serve as the organization’s executive team, which will manage our approach to eliminating disparities in education and our core programs: Kairos Learning Academy, Kairos Family Connections and Kairos Early Learning Center. The Executive Team will function as the leadership team of the whole organization, including the Learning Academy. Roles are as follows: Executive Director: Kali Ladd, Director of Education: Zalika Gardner, Director of Operations and Family Engagement: Marsha Williams, Director of Policy and Development: Kaaren Heikes. KairosPDX will not outsource any management services, although accounting, payroll and similar operational functions may be done by independent contractors.

KLA will utilize a continuous improvement process. We will regularly collect and analyze academic achievement and data related to other school goals and will create an annual written report that comprises information regarding student academic performance—including school-wide, aggregate Smarter Balanced assessment results—and data regarding the overall

school performance towards the academic, financial, operational, and organizational goals outlined in the charter contract. Any other information required by our sponsor/authorizer, PPS, will also be included in the annual report. This report will be given to the District Board and Oregon Department of Education, as required by ORS 338.095(1), as well as KairosPDX parents and community partners.

KLA will contract with a qualified auditor to conduct an annual municipal audit of its accounts (ORS 297.405 to ORS 297.555 and ORS 297.990). The Board or its designee will select an independent certified public accountant to conduct the audit. The audit will include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and (3) an audit of the school's internal controls practices. KairosPDX will submit a copy of each annual audit report to the District and to the State Board of Education. KairosPDX will work with the auditor to keep and manage records and accounts in accordance with the auditor's recommendations.

### **iii. Objectives and Measuring Methods**

KLA believes that the most impactful vision of equity creates a program in which **every child develops as fully as possible socially, emotionally, cognitively and culturally**. Each element of the KairosPDX curriculum described above is developed with specific outcomes within these four interdependent developmental domains. Our charter school employs a unique configuration of practice foundationally developing cultural identity, racial understanding, community agency, student engagement and academic achievement. The school explicitly develops the skills of: perspective taking, risk taking, decision-making, emotional regulation, self-direction, reflection, collaboration, leadership, self-awareness, collective awareness, identity, confidence, compassion,

curiosity and the **ability to sustain self-directed engaged** learning. These skills can be summarized by the outcomes and outputs below.

- 100% of 5<sup>th</sup> grade students are on track for success in college as measured by:
  - 80% exceed, 20% meet benchmarks on reading & math OAKS tests.
  - Strong personal habits (zest, persistence, etc.)
  - Ability to creatively apply learning to real world & projects
  - Students expect they will go to college; parents expect that as well
- Enrollment:
  - 40 students per grade level in K-5 charter school
  - At least 60% of children enrolled are eligible for F/R lunch.
  - At least 50% of children enrolled are youth of color.
  - Less than 10% attrition from Kindergarten through 5<sup>th</sup> grade.
- 100% of students participate in a minimum of 2 service projects each year
- 100% of students experience the breath of artistic disciplines that include: dance, literary arts, media arts, music, theater and visual arts by graduation from 5<sup>th</sup> grade
- 100% of students across grade levels are exposed to diverse leaders that have made the local/global community a better place.

## **Outputs**

- 85% of students meet or exceed standards in reading, math, language arts and science on 3<sup>rd</sup> and 5<sup>th</sup> grade assessments
- 100% of students are practiced in the languages of the arts and inquiry-based learning
- 100% of students articulate they enjoy school

## **Outcomes - STEAM**

- Children will develop mathematical language through which to understand their world
- Children will develop mathematical competencies including conceptual understanding of key ideas, as well as organizing principles such as place value and the laws of arithmetic to structure those ideas.
- Children will persist in seeking out efficient procedures to apply understanding and solve problems
- Children will see themselves as scientists mathematicians and problem solvers
- Students will construct, research and revise personal theories
- Students will engage in questioning, hypothesizing and predicting
- Students will possess the ability to build relationships, share their ideas and collaborate with other thinkers.
- Students will experience connection to the natural world and their agency in sustainable decision making.
- Students will integrate arts and creative thinking within the context of academic inquiry.

#### English/Social Sciences

- Students will see themselves as communicators of stories and ideas
- Students will experience their own power as speakers, listeners and problem solvers and change makers
- Students will undertake the close, attentive reading that is at the heart of understanding and enjoying complex works of literature.
- Students will actively seek the wide, deep, and thoughtful engagement with high-quality literary and informational texts that builds knowledge, enlarges experience, and broadens worldviews.

- Students will develop the writing, speaking, and listening skills to participate in creative and purposeful expression in language.
- Students will develop robust racial and cultural identities
- Students will have deep understanding, appreciation, and respect for cultures different than their own.
- Students will see themselves as ethical leaders that can contribute positively to society through relationships and service.
- Students will acquire the skills of synthesizing information and applying creativity to solve problems that persist both in their local and global community and see themselves as a citizen of these communities.
- Students will show ability to take another perspective and will seek multiple perspectives
- Student will experience engagement in their community and explore their own agency
- Students will be academically, socially and emotionally prepared to thrive.

#### **iv. Administrative Relationship with Chartering Agency**

Oregon’s charter school law, ORS (Oregon Revised Statute) Chapter 338, refers to a “chartering agency” as a “sponsor” of a public charter school. KLA’s sponsor is the Portland Public School (PPS) District, Oregon’s largest school district. In accordance with Oregon Law and PPS policy, we submitted a comprehensive proposal for KLA to the PPS Board on July 15, 2013. After a five-month process, the PPS board unanimously approved our proposal. Subsequently, the two parties negotiated a charter contract over a six-month period. Both the proposal and contract, which are included with this grant submission, delineate the administrative relationship between KLA and PPS. In sum, the charter contract defines academic and operational performance expectations for student academic proficiency and growth,

attendance, financial performance, and legal compliance. Charter renewal is contingent upon attaining objectives within the charter contract, as well as upon legal compliance.

As our sponsor, PPS will hold us accountable through reviewing quarterly financial reports, annual performance reports, and our annual audit of accounts, and through conducting an annual site visit and review to ensure compliance with law and charter contract (as required by ORS 338.095).

Although KairosPDX has fiscal and legal autonomy from PPS, KLA is part of the PPS LEA. Therefore, PPS will receive State School Funds for students enrolled in KairosPDX and will transfer a portion of those funds to KairosPDX, as outlined in our charter contract. KLA performance will be included in the annual PPS District report card.

#### **v. Parent and Community Involvement in Designing and Implementing the School**

We envision this school to be built *by* the community not *for* the community; therefore, we have involved parents and other members of our community since the conception phase of our charter school. Underrepresented families of color, all of whom are parents of young children, are the majority on our founding team. Many other families of color have been involved in KairosPDX from the beginning. This is exemplified by our Early Learning Network, our leadership team, our community involvement, considerable parent public testimony and letters in support of our developing school during our chartering process, and our outreach efforts.

We are actively involved and engaged in multiple committees that include: the Black Male Achievement initiative out of (Portland) Mayor Hale's office; the Portland African-American Leadership Forum; the Ready for Kindergarten collaborative; the Eliminating Disparities collaborative. All of these committees have an explicit focus on equity and adopting

better racial equity lens and policy in the work of education. Most of the developers of the KairosPDX program are people of color. As a result, KairosPDX's foundational relationships are with the people these equity goals are designed to include and the culturally-specific organizations that serve them. Our school is an opportunity to partner with the community the District's equity goal seeks to serve. In addition, KairosPDX is a member of the Coalition of Communities of Color. With a mission to "address the socioeconomic disparities, institutional racism, and inequity of services experienced by our families, children, and communities" the Coalition organizes communities for collective action resulting in social change to obtain self-determination, wellness, justice, and prosperity. Our executive team is 80% women of color, 100% parents, 20% foster parents. We developed this school because we as founders are the families that are described in this goal. We have met with dozens of community-based organizations to share the concept of our school and our vision for change and greater equity for students of color in Portland Public Schools. Many have provided input that has shaped our school design. Community groups are and will continue to be specifically instrumental to the following planning and development areas: Student recruitment; Teacher recruitment; Extended Day Supports; Execution of Instructional program; and Family supports.

#### **vi. Continuation Post-CSP**

Our chartering agency, Portland Public Schools, will provide for our continued operation after the CSP expires primarily through continuing to regularly transfer a portion of the State School Fund for our students to us and through renewing our charter contract when it comes up for renewal in 2019. Per ORS 338.065 and our charter contract, PPS will renew its charter with KairosPDX if Kairos is in compliance with all applicable state and federal laws; is in compliance with the charter of the public charter school; is meeting or working toward meeting the student

performance goals and agreements specified in the charter; is fiscally stable and has used the sound financial management system described in our proposal.

KairosPDX will ensure sustained operation of our Learning Academy through continuing and expanding on our fundraising efforts to-date. Our fundraising efforts focus on bridging the gap between the State School Funds we receive (56% of the per-pupil funds district schools receive) and the funds necessary to deliver the education that we envision with donations and grants. We have already secured funds from foundations, corporations, individuals, and fundraising events; start-up funding has been tremendously challenging to secure; however, commitments for funding once we are more established is more obtainable. Our Board's Fundraising committee is active, and our fundraising plan includes strategies around pursuing funds from foundations and corporations with whom our leaders have met and who have expressed interest in funding our work, as well as individuals.

**vii. Waivers, if applicable - N/A**

**viii. How CSP Grant Funds Will be Used**

Oregon charter school funding is low and inequitable. In FY11, Oregon was 41<sup>st</sup> in per-pupil state funding for public schooling. Oregon's FY11 disparity was \$4,841 or 44.1 percent per pupil. The CSP funds will be invaluable for supporting myriad essential start-up work and educational materials and equipment. KairosPDX will use the CSP funds to design and implement our public K-5 charter school as described throughout this proposal.

**Y1** – Kairos requests spending 48% of Y1 funds (\$115,327) to purchase essential furnishings, technology and instructional equipment, in addition to literacy and math curriculum and other educational supplies to design and establish core components of our educational program for grades K-1; 45% of Y1 funds (\$109,200) on start-up work, (i.e., design of curriculum and

student assessment; professional development; creation of school policies, human resource system, accounting and fiscal systems; board training; fashion and establish school culture; student outreach and recruitment; partnership and fund development); 2% (\$5,000) on travel and 10% on indirect costs.

**Y2-Kairos** requests spending 40% of Y2 funds (\$98,049) to purchase essential furnishings, technology and instructional equipment, in addition to literacy and math curriculum and other educational supplies to design and establish core components of our educational program for grades 2-3; 49% of Y2 funds (\$120,000) on planning and implementation work (i.e., design and refinement of curriculum, instructional strategies, practices, and student assessment; professional development; student outreach and recruitment; program evaluation; professional development for teachers;) 6% of Y2 funds (\$16,000) on travel, including a Reggio study trip for two of our educators, and 5% on indirect costs.

**Y3-Kairos** requests spending 59% of Y3 funds (\$141,170) to purchase essential furnishings, technology and instructional equipment, in addition to literacy and math curriculum and other educational supplies to design and establish core components of our educational program for grades 4-5; 29% of Y3 funds (\$70,000) on implementation work (i.e., refinement of curriculum for K-2; design and alignment of curriculum for grade 3-5; refinement of instructional strategies, and student assessment; board training; student outreach and recruitment; professional development; program evaluation); 7% (\$17,000) of Y3 funds on travel, including a Reggio study trip for two of our educators, and 5% on indirect costs.

#### **ix. How Students Will Learn About and Have Access to KLA**

KLA's outreach plan is consistent with our mission: to attack the prolific racial achievement gap by cultivating confident, creative, compassionate leaders exceeding academic

standards at each developmental milestone. Access is central to this mission. Our school's target population is children and families of color, and low-income youth. Our marketing and recruitment plan is specifically designed to reach the school's target population(s) and is intentional about where we conduct our outreach and promote our school. Our marketing and recruitment program is designed to educate and inform potential students and their families about its instructional program and to ensure equity of access to all students. Thus it will include, but not necessarily be limited to:

- The development of materials, such as brochures, and flyers in English and Spanish;
  - Visits to local preschools, community centers, faith-based institutions, and other organizations that serve people of color and low-income families such as Head Start and DHS;
  - Attendance and participation at local events and activities to promote the school and to meet prospective students and their families;
  - Weekend parent-child "Learning Experiences" organized by KairosPDX to familiarize prospective students and their families with the Inquiry based Learning program;
- Open house and school tour visits on a regular, on-going basis to offer opportunities for prospective students and their families to learn more about the curriculum; and
- Work with local media outlets, particularly those that serve communities of color, to publicize the potential school & focus group, i.e., Skanner, Portland Observer, El Hispanic News, Asian Reporter, etc.

KairosPDX will document its outreach efforts and results and utilize this information to refine its outreach efforts to achieve racial, socio-economic and ethnic balance of its student population. We know that the largest way we'll recruit students, particularly in underserved communities, is by word of mouth. As well, we will continue to partner with organizations from

whom we've received letters of partnership and support, including: Urban League, Portland African-American Leadership Forum, SEI, African-American Chamber of Commerce, Friends of the Children, IDEA, Portland Opportunities Industrialization Center, Mercy Corps.

Application and enrollment materials are not available online, rather distributed only in person. We hold all information sessions in venues that will allow equal access to anyone interested in learning more about the school and applying for the lottery. Although our plan is intentional about reaching children and families of color to meet our target population, KairosPDX will not withhold information from any interested child/ parent/ family.

**Admission and Lottery Policy/Procedures:** KairosPDX Learning Academy (KLA) is a public charter school, a public school of choice, thus student enrollment is voluntary. Admission to KLA may only be limited by a student's age and grade level, and will not be limited on the basis of ethnicity, national origin, race, religion, disability, gender, sexual orientation, income level, proficiency in English language, or athletic ability. KLA does not make participation in fund-raising activities a condition of admission to the charter school. Enrollment in KLA is open to students who reside in the Portland Public School District, and if space is available, to students who reside outside district boundaries. Enrollment priority will be given to students who were enrolled in the charter school in the prior year. Enrollment priority will also be given—contingent upon available space in applicable grade levels—to siblings of students currently enrolled in the charter school (as allowed by ORS 338.125(1)).

KLA only enrolls and serves students on a full-time basis, not part-time. “Admission” means that the student has (1) applied to KLA; (2) successfully completed the lottery, if applicable; and (3) been formally enrolled in KLA and, in the case of a student who is eligible for special education and related service under the Individuals with Disabilities Education Act,

and the District's Individual Education Plan or Program (IEP) team deems KLA to be a proper placement.

Application Procedures: Parents interested in their children attending KLA will complete a simple application with basic information regarding the prospective student's name, age, grade, and address, and submit this application to the school during an enrollment period. Applications will be available in hard copy from KairosPDX staff during information sessions provided either at KairosPDX's facility or hosted by one of our community-based partners. KLA may conduct up to three enrollment periods for each year. The Principal will set deadlines by which applications must be received for each enrollment period. These deadlines may change from year to year at the discretion of the Principal. During each enrollment period, the number of students who may be accepted into a grade may not exceed the number of available spaces. During the first enrollment period, the number of available spaces will be equal to the maximum enrollment for that grade. During subsequent periods, the number of available spaces is the maximum enrollment, minus the number enrolled during previous periods.

Lottery: If the number of applicants exceeds the spaces available for a particular grade level or the total capacity of the charter school, the charter school will select students for enrollment by an equitable lottery selection process; a literal drawing of student names from a bowl, conducted in a public meeting. PPS resident students will have priority, even in the lottery, over non-resident students.

Enrollment: Once students are granted a spot via the lottery, parents must confirm the spot by submitting complete enrollment forms.

Our outreach will continue to be intentional and consistent with our commitment to equity; we will continue going to where we know diverse parents are and partner with CBO's

who are working with communities of color and low-income families to serve students most in need.

#### **x. Compliance with the Individuals with Disabilities Education Act**

KLA, along with all other Oregon charter schools, is considered part of the sponsoring district's LEA. As the District is the Local Education Agency, PPS will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act (IDEA). All special education and related services for KLA students will be provided by PPS pursuant to ORS 338.165. PPS will receive additional State School Funding for KLA who are eligible for special education and related services, and is eligible to receive high cost disabilities grants (per ORS 327.348) for KLA students. Students who are eligible for special education and related services will be considered students of PPS for the purposes of data collection and reporting. PPS is legally responsible for identifying, locating and evaluating students enrolled in the public charter school to determine which students may be in need of special education and related services. Additionally, KLA will immediately notify the District when it suspects that a student may have a disability and may need special education services as a result of that disability and will immediately notify the District when a child who enrolls has an IEP or 504 plan. KLA will fully cooperate in the delivery of all special education and related services. At least one KLA representative will participate on an enrolled student's IEP team, which will determine eligibility, the content of the IEP, placement, and the provision of a free appropriate public education. KLA will comply with ORS 338.165 and all other regulations and requirements of federal and state law concerning the special education of school-aged children who are eligible under the IDEA, as applicable to Oregon public charter schools. KLA will also comply with all

District policies and protocols related to special education services for charter school students.

## **SELECTION CRITERIA**

### **1. Curriculum and Instructional Practices**

**Theory of Change:** KairosPDX's theory of change is that in order to close the achievement gap, engagement and empowerment must be foundational focuses in transformational teaching and learning. Children must establish an education foundation and cultivate a love of learning before they enter Kindergarten and their academic identity must be cultivated and reflected in culturally relevant ways inclusive of family engagement and strengths. With the right tools this can be done through adult caregiver(s) who practice a child-centered approach, a culture of high expectations, curriculum that reflects student culture and a program that intentionally integrates the family.

Our theory of change rests upon these beliefs:

- Strong birth to five education opportunities are critical to future learning
- These opportunities must be tied to the K-12 system
- Every child is uniquely capable, innately curious and inherently creative
- A multi- cultural context is necessary to develop a strong sense of self and participate in a global society
- Children must be supported in the context of their families and in relationship with the community they live in
- Character and efficacy are essential to achievement and are developed through relationship, perseverance and service to others

This way of teaching and learning creates a paradigm shift in families and communities that supports the ongoing nurturing of the child. Through partnership with wrap-around services this impact has a ripple effect.

**Science Behind the Theory Method:** KLA believes that the most impactful vision of equity creates a program in which **every child develops as fully as possible socially, emotionally, culturally and academically.** Reflective of the work of Howard Gardner, Lisa Delpit and the municipal schools of Reggio Emilia, Italy KLA engages a curriculum model shaped by the ideas, identities and interests of the entire learning community of families, teachers and children. Educational theorist Howard Gardner's, recent research in *Five Minds for the Future* helps to define an education that provides achievement now and success later. Equitable and transformative education requires of us this "long view" approach to curriculum design. Therefore at KairosPDX, the work of developing confident, creative, compassionate leaders is *necessarily* multi layered, interdisciplinary work; the incorporation and cultivation of the disciplined, synthesizing, ethical, diverse and disciplined minds in all of our students.

Author and educator Lisa Delpit reminds us of the essential nature of a culturally relevant context. At KairosPDX, our focus on **multicultural education** recognizes the need for a school that celebrates Portland's increasing diversity. It creates opportunity to understand "difference" as the norm and develop healthy and empowered identities both unique to their home culture and reflective of their place in a larger narrative. We believe that a quality education can no longer ignore the political context of the work of creating tomorrow's citizens.

Finally, the municipal schools of Reggio Emilia have been called among the finest in the world. Their approach, designed to revolutionize how we educate our children, begins with intentional listening and authentic relationships. The Reggio Emilia experience reminds us that

listening to children – observing, inquiring, staying attentive and reflecting together with them – tells children they are important, they are capable and they have powerful ideas that have the potential to change the world.

KLA curriculum is infused with the skills and concepts set forth by the Common Core State Standards, yet it is reflective of the specific community within individual classrooms. Our approach allows learning to be shaped by the cultural reference points, deepened through relationships, informed by both evolving interests and established standards and dynamically co-created by the teachers, children and families represented. Our curriculum:

- Reflects dynamic real time experiences
- Infuses designed curriculum (offering imbedded scope and sequence of skill development) with the energy of student curiosities and motivations
- Believes that children’s voices carry importance and their ideas are important, evolving and worthy of community consideration
- Creates the expectation that children interpret their results in light of published texts as well as the stories held within their unique community of learners.
- Connects children’s new knowledge to known information through a process of inquiry, research and reflection.
- Connects basic skills of communication, computation and problem solving within a larger context through which skills are made visible as necessary and relevant
- Is inherently culturally responsive placing children’s cultural point of view in the dominate discourse of the classroom

KLA employs a unique configuration of researched based practice developing cultural identity, racial understanding, community agency, student engagement and academic achievement.

Our K-5 School vision is to create a service centered, multicultural K-5 school in North Portland intentionally serving disadvantaged youth, and cultivating curiosity, passion and innovation while fostering social responsibility and a respect for our global community. We will provide opportunities for all learners to thrive and contribute to our evolving knowledge economy. This intentional focus coupled with high expectations, will increase social and cognitive development including: leadership skills, self-awareness, collective awareness, and an on-going fascination with learning that can ultimately close our schools' persistent ethnic achievement gap.

One of our key distinctive elements is a small class size with low student-teacher ratios, approximately 11 students and 1.5 FTE professional teachers per classroom. Other elements of our educational model include: Staffing / Relationships, Mentorship model, Year-round School, Extended instructional day, Community Action Friday, Intake evaluation with families, Intentional community partnerships, Explicit Social-Emotional Coaching, Focus on Current Brain Research, Multicultural approach to teaching and learning, Service Learning, Focus on creative thinking, Reggio-inspired approaches to teaching and learning community, Negotiated emergent curriculum as well as designed curriculum, Documentation / Listening, Creating a Culture of Inquiry, Integration of Literacy and the Arts through Story, Learning to Collaborate, and Physical Environment as Curriculum.

## **2. Assisting Educationally Disadvantaged Students Meet Standards**

KLA is designed for students who are educationally disadvantaged due to their race and/or socioeconomic status. We welcome the inclusion of academically low-achieving children and children with special education needs. Small class size and other core structural and curricular elements of our model support a range of learners to be at their best. We will have academic and other supports available for students identified as academically low-achieving. KLA believes in tending to the needs of the whole child. Through our Family Connections program, we will work in collaboration with community-based organizations to offer children the mentoring, tutoring and counseling support they need outside the classroom during the course of the school day. During classroom time, small groups, individualized instruction, and designed intervention curriculum will be utilized to meet the social and emotional needs of low-achieving students. These are supports known to improve student outcomes and will be available to all students.

KLA's instructional program will be differentiated, designed and implemented to meet the need of academically low-achieving students. KLA recognizes the variety of learning styles leading to true understanding. Our instructional program is designed with many entry points into academic areas for diverse learners. For children achieving below their potential, research has shown that early intervention best supports the acquisition of skills and the maintenance of children's confidence and curiosity. Therefore, small class size (particularly K-3), collaboration with families and the availability of enrichment and review instruction are intentional elements of the program to help low-achievers. Children will be offered both "accommodations" (preferential seating, fidgets, and modified instructions) within the classroom and "interventions"

(small group work, one-on-one instruction, tutoring, and connection with community supports) outside their classroom within their school day.

A school culture holding the image of the child as inherently capable creates an environment in which children's strengths are the focus of attention and provide the foundation for interventions to support academic growth. Teachers and staff trained in Critical Race Theory provide multiple points for relationship and the application of a racialized lens through which to build and offer student supports. Extended day enrichment (2:45-4:00) allows for the review of core content areas, utilization of peer supports and the personalization of instruction.

KLA will have a Counselor on staff to consult with teachers regarding social and emotional components of curriculum that are incorporated into classroom management and classroom culture; serve as point person for intake of children and families, pre-emptive relationship building with children and families (pre-crisis); facilitate small student group discussions and activities regarding social matters to help students find their voice and interpersonal skills; serve as the point person for student crisis; and liaison with KairosPDX Family Connections program to ensure students and families in the Academy are connected with services they need. In addition to IEPs and other specific accommodations for specific students, the following supports will be implemented in all classrooms, as they support all learners.

**Trust-Based Relational Interventions<sup>®</sup> (TBRI<sup>®</sup>)** is an emerging intervention model based on a solid foundation of neuropsychological theory and research and designed for children who have experienced relationship-based traumas such as abuse, violence, multiple foster placements, maltreatment, and/or neglect; developed by Dr. Karyn Purvis and Dr. David Cross at the TCU Institute of Child Development, It has been applied successfully with many children for whom other interventions have failed (e.g., medications, cognitive-behavioral therapies.) These

strategies have proven extremely effective in creating healing environments for children who have come from “hard places. KairosPDX will utilize TBRI<sup>®</sup> principles in our school for all of our children, but more extensively with students who are achieving at lower levels and struggling greatly with emotional and behavioral regulation in the school setting. TBRI<sup>®</sup> training will be included in KLA’s professional development plan.

**Social Thinking.** KairosPDX will integrate Michelle Garcia Winner’s “Social Thinking” concepts into our curriculum. Social thinking is what we do when we interact with people: we think about them, and how we think about people affects how we behave, which in turn affects how others respond to us, which in turn affects our own emotions. There is not a moment of the academic school day that occurs outside of a social environment. Social thinking challenges are commonly experienced by individuals with autism spectrum disorders (high-functioning), social communication disorder, Asperger’s, ADHD, nonverbal learning disability (NLD) and similar diagnoses, children and adults experiencing social learning difficulties often have received no diagnosis. KairosPDX teachers and counselor will use Winner’s social thinking framework, which targets improving individual social thinking abilities, regardless of diagnostic label, and a range of strategies that address individual strengths and weaknesses in processing social information.

### **3. Strategy for Assessing Achievement of KairosPDX’s Objectives**

We believe that student learning is the ultimate indicator of school and teacher effectiveness. As such, student learning will drive all that we do at Kairos. The level of rigor in all exams at all grade levels will be consistent with ensuring the student will be “ready for college success” at the end of high school. Interim assessments will be done every 6-8 weeks. The results will be quickly analyzed and turned into action plans to adjust teaching methods/

styles to improve learning. The purpose of these interim assessments is to guide instruction, not to compare with other schools. We are creating an atmosphere of transparency throughout so that teachers, students, parents all know the next goal (next interim assessment); teachers, students, parents all know the action plan based on the previous assessment. KLA school calendar will be driven somewhat by the interim assessment cycle.

Assessment and reflection are necessary components of a school culture supporting achievement. Feedback is important to support the growth of our students, and inform our teachers regarding curriculum impact and differentiation. Teachers will conduct daily observation and reflection on student growth. Formal assessments including: MAP interim assessment (NWEA), DRA's, science and mathematics work samples, and written assessments will be conducted quarterly informing both parent communications and curriculum adjustments including re-teaching and extending. Informal assessments will be conducted that include journals and logs, collaborative assessment, conversation transcription, observation and anecdotal records, photographs, and documentation. Collaborative teaching teams will use these assessments for adjustments both in curriculum content and supports for learning. Adjustments will be based on progress toward understanding engagement with topic and targeted growth toward the Common Core State Standards. These teacher teams will regularly review formative and summative student performance data. While all subjects are important, special significance will be given to literacy and numeracy.

<b>Student Performance Goal</b>	<b>Measure</b>	<b>Timeline (for measure)</b>
90% of students will be ready to read at 1 <sup>st</sup>	Phonemic and phonetic	Annually

grade	awareness, relationship to text (formal and informal assessments)	(Spring for K, Fall for 1 <sup>st</sup> grade)
Average daily attendance rate will meet or exceed 92%	Synergy	July (annually)
95% of students will participate in the Smarter Balanced assessment systems	Smarter Balanced Assessments (Quantitative)	3 <sup>rd</sup> and 5 <sup>th</sup> grade students (annually)
85% of students meet or exceed state standards in reading and math on 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> grade assessments.	Smarter Balanced Assessments (Quantitative)	3 <sup>rd</sup> , - 5 <sup>th</sup> grade students (annually)
100% of students are practiced in the languages of the arts and inquiry-based learning.	Documentation, qualitative interviews, conversation transcription, portfolios	Spring (annually)
100% of students will complete at least two long-term service learning projects annually	Project completion (as evidenced by teacher records)	July (annually)

We have a number of strategies to ensure that our students meet growth targets, subgroup growth targets, and all associated standards using current Oregon or federal accountability

assessments in English/Language Arts, Mathematics, Writing, Science, participation, and attendance. KLA will comply with all state assessments for children in grades 3, 4 and 5. In between test cycles, students will be assessed on progress toward common core state standards through:

**English/Language Arts** – Common core MAP, DRA assessment, informal and formal assessments, student writing, rubrics, conferring, anecdotal notes, student engagement

**Mathematics** – Common core MAP, Curriculum designed assessments, anecdotal notes, teacher observation, rubrics, formal and informal work samples.

**Writing** - journals, stories, student made books, rubrics, formal and informal spelling assessments, checklists

**Science** - documentation, conversation transcripts, work samples, observation, documentation, rubric

**Participation** - observation, anecdotal notes, collaborative assessment conference, conversation transcripts, photographs

**Attendance** - communication and collaboration with families to attain 92% attendance rate.

School’s other specific, measurable goals:

<b>School Goal</b>	<b>Measure</b>	<b>Timeline (for measure)</b>
100% of students articulate they enjoy school	Observation and anecdotal teacher notes, student self-evaluations	Spring (annually)
At least 50% of students are students of color	Self-identification on	Spring

	student enrollment forms	(annually)
Staff reflect the diversity of the community at large.	analysis of staff hired	
100% of students across grade levels are exposed to diverse leaders that have made the local/global community a better place.	Demographics of staff	Annually (July)
Student: teacher ratios are small, 17-20 students per class	Student enrollment numbers and staffing levels	Annually (July)
80% of parents surveyed will indicate that they are “satisfied” or “highly satisfied” with the quality of education their child(ren) receive(s) at KLA	Parent survey results	Spring (annually)
Partnerships with community organizations that provide service learning opportunities or otherwise help accomplish our vision (Community partnerships are integral to our students’ success and in narrowing the achievement gap).	Number and nature of partnerships	Annually (July)
Weekly professional development (We	Qualitative measures,	July of each

believe that quality professional development needs to be on-going, relevant and consistent; this is particularly true of culturally-relevant pedagogy).	including teacher interviews	year
“Clean” annual municipal audit	Annual municipal audit	Fall  (annually)

**Program Review:** KLA will utilize a continuous improvement process. We will regularly collect and analyze academic achievement and data related to all school goals and will create an annual written report that comprises information regarding student academic performance—including school-wide, aggregate Smarter Balanced assessment results—and data regarding the overall school performance towards the goals outlined in the charter contract. This report will be given to the District Board and Oregon Department of Education, as well as KLA parents and community partners.

**Fiscal Audit:** As required by ORS 338.095(2) and ORS 338.115(1), KLA will contract with a qualified auditor to conduct an annual municipal audit of its accounts (ORS 297.405 to ORS 297.555 and ORS 297.990). The Board or its designee will select an independent certified public accountant to conduct the audit. The audit will include, but not be limited to (1) an audit of the accuracy of school’s financial statements, (2) an audit of the school’s attendance accounting and revenue claims practices, and (3) an audit of the school’s internal controls practices. KairosPDX will submit a copy of each annual audit report to the District and to the State Board of Education. KairosPDX will work with the auditor to keep and manage records and accounts in accordance with the auditor’s recommendations.

#### 4. Community Support

Because we envision this school to be built *by* the community not *for* the community, we have involved community groups since the conception phase of our charter school and will continue doing so. Underrepresented families of color are the majority on our founding team. Many other families of color have been involved in KairosPDX from the beginning. This is exemplified by our Early Learning Network, our leadership team, our community involvement, considerable parent public testimony and letters in support of our developing school during our chartering process, and our outreach efforts.

We have intentionally engaged underrepresented families of color in the development of this public charter school to help ensure maximum benefit for families of color and mitigate any negative impact on families of color. Our executive team is 80% women of color, 100% parents, 20% foster parents. We developed this school because we as founders are the families that are described in this goal. We are confronted with the issues of equity both personally and professionally. Our children are impacted by district and State equity goals. An equity lens, including mitigating negative impact on underrepresented communities of color, has been part of the development of our theory of action, mission, vision, policy, structure and curriculum as ideas were vetted developed and revised in light of families, educators, thought leaders and policy makers of color.

Through strategic outreach, we have met and talked with hundreds of families who have expressed support for KairosPDX and our vision for educational change, as well as community based organizations who are working with and for our diverse communities and families. Consistent with our commitment to equity, our outreach has been intentional in that we have gone to where we know diverse parents are, as well as to CBO's who are working with

communities of color and low-income families to serve students most in need. Surveys and focus groups were administered largely through: Minority faith based channels (historically black churches); Minority-owned businesses; North Portland community organizations (North Portland Cares, Compassion North Portland); Community events: Good in the Neighborhood, Delta Park Pow Wow, Afro-Centric Pregnancy Fair & Black Parent Initiative (BPI) Parent University; Portland Children’s Museum Free Fridays; CBOs (PAALF, Latino Network, BPI, SEI, Friends of the Children, AMA); Government Agency: DHS Child Welfare; KairosPDX Early Learning Network. We collected 323 surveys representing 549 children; Over 75% of the 323 surveys collected were completed by parents of color; 70% of respondents reported household incomes between 0 and \$74,999; 50% below \$50,000; collected surveys represent 421 children from infant to age five.

We work with like-minded community members and organizations, and are actively involved and engaged in multiple committees that include: the Black Male Achievement initiative out of (Portland) Mayor Hale’s office; the Portland African-American Leadership Forum; the Ready for Kindergarten collaborative; and the Eliminating Disparities collaborative. All of these committees have an explicit focus on equity and adopting better racial equity lens and policy in the work of education. Most of the developers of the KairosPDX program are people of color. As a result, KairosPDX’s foundational relationships are with the people these equity goals are designed to include and the culturally-specific organizations that serve them. Our school is an opportunity to partner with the community the District’s equity goal seeks to serve. In addition, KairosPDX has been admitted into the Coalition of Communities of Color.

With a mission to “address the socioeconomic disparities, institutional racism, and inequity of services experienced by our families, children, and communities” the Coalition

organizes communities for collective action resulting in social change to obtain self-determination, wellness, justice, and prosperity. Membership both underscores the deliberate lens employed by KairosPDX, as well as ensuring access to such partnership and vision in the future.

We have met with dozens of community-based organizations to share the concept of our school and our vision for change and greater equity for students of color in Portland Public Schools. Many have provided input that has shaped our school design. As an evidence of this support, we included in our charter proposal a sampling of letters from organizations that largely serve children and families of color, including: Urban League, Portland African-American Leadership Forum, Self Enhancement Inc, Coalition of Communities of Color, Albina Ministerial Alliance, DHS Child Welfare, Latino Network, Native American Youth Association, Friends of the Children, IDEA, Chalkboard Project, Black Parent Initiative, Home Forward, Portland Opportunities Industrialization Center, and Mercy Corps. Community groups *are* and *will continue to be* specifically instrumental to the following planning and development areas:

*Student recruitment:* Community based organizations such as SEI, DHS Child Welfare (Alberta Branch) and faith institutions that serve and work with families of color and low-income families on self-sufficiency, mentoring and social/emotional health are critical to the success of our recruitment. We work with them to host information sessions for families to apply to the school. During these sessions families get an overview of our vision, an opportunity to provide input in shaping this vision, a review of the lottery process and then one-on-one support to fill out the lottery application forms.

*Teacher recruitment:* Most students of color are still being taught by teachers who do not look like them despite it being critical to their academic, social and emotional success

(<http://faculty.smu.edu/millimet/classes/eco7321/papers/dee01.pdf>). We aim to fulfill the vision of the Minority Teachers Act by recruiting teachers of color to teach at our school. We will use our existing community networks to activate this recruitment, along with minority owned newspapers such as – The Skanner, The Asian Reporter, El Hispanic News and The Observer.

*Extended Day Supports:* We believe that schools cannot do it all. However the research is clear that thoughtful extended day programs can lead to gains in student achievement. Like models such as Citizen Schools, Providence After-School Alliance and our very own Schools Uniting Neighborhoods, we know that successful extended day programs are grounded in experiential learning, integration of community based organizations and multi-modal methods of student engagement. It is also crucial to culturally relevant and culturally responsive learning opportunities (<http://educationnext.org/time-for-school/>). As such, community organizations are the bedrock of our extended day.

*Execution of Instructional program:* All students at KLA will be given an opportunity to understand racial identity and the impact of their own racial identity on themselves and others. Facilitating this process throughout the school will involve strong partnerships with community organizations that focus on this, such as the County Racial Equity Lens, Oregon Center for Educational Equity, Holla Foundation and research and leadership training offered by organizations like the Coalition of Communities of color that will help our teachers and leaders in doing so. In addition, our curriculum features a Community Action Friday. This service learning component relies almost exclusively on strong community partnership and relationships to ensure that student learning is dynamic and relevant. To the extent possible learning that takes place throughout the remainder of the week will integrate opportunities to learn from the community around them.

*Family supports:* The KairosPDX family connections program works directly with students and families enrolled in the school to facilitate relationships in support of the family's well-being. Families entering the school take part in an intake process that includes an evaluation of self-identified strengths and community resources of interest. These community resources are predominantly community based organizations like POIC, SEI, NAYA and Latino Network. The intake is designed to build on the strengths of the child and family as well as normalize the utilization of school and community supports. This process reflects the KairosPDX beliefs that **children must be understood and nurtured in the context of their families**, child rearing is complex, everyone can use support and families bring their own goals and values to be considered. The KairosPDX Family Connections Program works with existing community based organizations to provide parenting, child-development, general health, mentorship and academically focused opportunities for conversation and exchange of information. Topics reflect the mutually decided upon interests and needs of KLA Learning community. An on-site counselor works as the conduit between this wealth of resources and the students/families served. Parents will remain fundamentally involved in designing and implementing KLA. KairosPDX believes that children must be understood and nurtured in the context of their families, child rearing is complex, everyone can use support and families bring their own goals and values to be considered. Education succeeds best when parent/guardians and school work together. Kairos Learning Academy parent/guardians are encouraged to encourage their students to put a high priority on their education and to commit themselves to making the most of the educational opportunities the charter school provides.

A key element of Kairos Learning Academy's vision is to be built *by* the community. We view volunteerism by our community as an integral part of our school. Therefore, KairosPDX

has designed a system to match volunteers, or ambassadors, with service opportunities, to train, supervise, track, and evaluate ambassadors. Volunteer duties may involve service to the classrooms, lunchroom, playground, extracurricular events, field trips, Community Action Friday, building maintenance, marketing, and/or other activities. Board members and Committee members are also volunteers.

The Board encourages the development and participation of parent organizations that support the goals of the Board and the schools. The Board also supports parent organizations as an effective means of actively involving parent/guardians and families in the school. School officials are expected to educate such organizations on the goals of the Board and individual schools, especially as it relates to improving student success. School officials also are expected to help such organizations in identifying opportunities to assist the schools in meeting these goals.

Our school is physically located in a thriving North Portland community with a rich history of African American commerce and culture. Our site is intentionally accessible. We are on public transportation routes, close to the city's center, and ADA accessible.

## **5. Project and School Personnel**

KairosPDX's core, executive team, is comprised of four women who utilize a shared leadership model as we design and prepare to implement our charter school. Each core team member has shaped, and will continue to shape, every aspect of KLA.

**Kali Ladd:** Kali's background as an educator spans from teacher to program manager to policy maker over the last 14 years. After spending four years as Education Director for Former Mayor Adams, Kali pursued establishing and co-founding KairosPDX. For the past year, Kali has served on the elected Portland Community College Board of Directors. Kali has a BA in

Education and Psychology from Boston College and a Master in Education Policy from Harvard University. She has extensive experience in equity work, fiscal management, curriculum, and instruction. Kali is assuming the role of Executive Director of KairosPDX (serving all three of our programs). Kali will particularly provide leadership for our charter school through fundraising and partnership development.

**Zalika Gardner:** Career educator—19 years teaching 1<sup>st</sup> and 2<sup>nd</sup> grade children, full SES gamut, in traditional public, elite private, and public charter school settings; MA in Educational Leadership and Multicultural Studies from Columbia; long-term nonprofit board experience; extensive expertise in Reggio-inspired curriculum design and implementation and community outreach, as well as equity work, professional development, school administration, instruction, and assessment. Zalika’s recent TedX Talk - <http://www.tedxportland.com/> - has further raised her profile. Zalika is Kairos PDX’s Director of Education and will serve as our Learning Academy’s principal.

**Marsha Williams:** Project Manager, Oregon Health and Sciences, School of Medicine; 10+ years professional experience researching, writing, managing and coordinating over 15 research grants in academic medicine. She is first generation American and served for six+ years with the Haitian Health Institute, in Boston, exposing underserved youth to enrichment and college preparatory programs as well as helping high school students navigate the college application process. Marsha received her bachelor’s degree in sociology with an emphasis in health, law & society and women’s studies from Brandeis University. Marsha has extensive expertise in financial management, equity work, operations, program evaluation and data analysis. For our Learning Academy, Marsha will particularly provide leadership for our charter school with fund development, financial management, operations and family engagement.

**Kaaren Heikes:** With 25 years of leadership in public education, ten as a top leader in Oregon’s charter school movement, Kaaren has a thorough understanding of charter school law, policy, and best practices related to designing and operating successful charter schools and other small nonprofits. She has established and led two state charter school organizations, provided governance training and a variety of other types of technical assistance to dozens of charter schools, and helped craft and implement state charter school laws and policies. Kaaren has an MS in K-12 Policy and Administration and a BA in English and Secondary Education. Kaaren’s top areas of relevant expertise are nonprofit leadership, charter school start-up and operations, financial management, charter school governance, and policy. Kaaren will particularly provide leadership for our charter school in the areas of governance, policies, advocacy, and operations.

Kairos is in the process of our inaugural staff: teachers, mentor teacher, counselor, and administrative assistant. In addition to the diversity of our executive team, we covet a racially and culturally diverse staff. All KairosPDX staff will:

- Share KairosPDX’s stance that excellent public education is a civil right of all children and families.
- Demonstrate a commitment to educational reflection and practice that supports equitable access by children and families to content reflecting diverse cultures and perspectives.
- Possess a passion for helping each child reach his or her social, emotional and academic potential.
- Successfully pass a criminal background and records check,

Additional required qualifications for our teachers include a minimum of three years teaching experience with children from diverse racial and cultural backgrounds and training and/or experience with at least one “special population:” special needs children, Talented and

Gifted children, and/or English Language Learners.

Our recruitment for staff is as strategic and nontraditional as our student recruitment. Rather than using traditional outlets to recruit staff, we are distributing our job postings through our relationships and networks with community based organizations that largely serve children and families of color and low-income families.

## 6. Management Plan

As detailed in Application Criteria #2, KairosPDX is a nonprofit corporation, governed by our Board of Directors. KairosPDX core founders have committed to set aside other professional commitments and opportunities and work in a full-time, part-time or consulting capacity for KairosPDX in order to ensure it is established as envisioned. The Executive Team will function as the leadership team of the whole organization, including the Learning Academy. Roles are as follows: Executive Director: Kali Ladd (KL), Director of Education: Zalika Gardner (ZG), Director of Operations and Family Engagement: Marsha Williams (MW), Director of Policy and Development: Kaaren Heikes (KH). The chief objective of this project is to firmly establish a multicultural community, practicing innovative teaching and learning resulting in student empowerment and academic achievement. Our management plan will facilitate this objective.

<b>Major Milestones</b>	<b>Lead</b>	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>
Design core academic curriculum and align to common core	ZG	X	X	X
Design instructional strategies around established literacy and math curriculum, and create practices supporting co-created curriculum	ZG	X	X	X
Create and refine student assessment system	ZG	X	X	X
Develop school policies	KH	X	X	X

Board governance training	KH	X	X	X
Fashion and establish school culture	MW	X	X	
Design human resources system	KH	X		
Purchase equipment and supplies	KH	X	X	X
Attorney legal system related to 501(c)(3) processing	KH	X		
Set up school accounting system, create fiscal protocols and other components of financial management system	MW	X		
Student outreach and recruitment (including developing materials)	KL	X	X	X
Creating professional development plans	ZG	X	X	X
Professional development	ZG	X	X	X
Partnership and fund development	KL	X	X	X
Program evaluation (based on attainment of student and school outcomes per multiple assessment tools)	All four	X	X	X

## 7. Charter Contract

KairosPDX has a charter contract (included in CSP application package) with Portland Public Schools (PPS), our sponsoring, or authorizing, district. We submitted a comprehensive proposal for the KLA to the PPS Board on July 15, 2013. After a five-month process, the PPS board unanimously approved our proposal. The two parties then negotiated a charter contract over a six-month period. The proposal is incorporated into the charter contract. Both the proposal and contract, which are included with this grant submission, delineate the administrative relationship between KLA and PPS. In sum, the charter contract defines academic and operational performance expectations for student academic proficiency and growth, attendance,

financial performance, and legal compliance. The charter does include goals, commitments and evaluation methods for student performance, including state assessments that will allow comparisons with other public schools: KLA will meet Oregon's Annual Measurable Objectives targets set for student achievement in the subjects of reading and math, as well as for attendance and participation. Reading and math achievement will be measured by the Smarter Balanced assessments for 3<sup>rd</sup> and 5<sup>th</sup> grade students, developed by the Smarter Balanced Assessment Consortium and the National Center and State Alternate Assessment Collaborative. KLA will explore the use of a school-wide Value Added Measures (VAM) model successfully pioneered in Oregon by five Teacher Incentive Fund Districts. This methodology will be provided through partnership with the Chalkboard Project and EcoNW and will further allow us to compare and contrast growth and success of our students with students of other schools. In addition to these measures, KLA will annually evaluate conventional data provided in the new Oregon Growth Model to compare and contrast with other similar schools. As Oregon shifts to the new Smarter Balanced assessment structure, our participation and reporting will provide additional lenses of performance within the new system tied to the Common Core State Standards.

## **8. Flexibility**

KLA's sponsor is the Portland Public School (PPS) District, Oregon's largest school district. Under Oregon law, charter schools are part of the sponsor's LEA, so KLA is part of PPS's LEA. This means that our SEA, the Oregon Department of Education, sends State School Funds for Kairos students to PPS (and we receive a portion), that PPS is responsible for compliance with IDEA, and that our school's academic performance is part of the District's report card. The charter contract between our two entities is a performance-based agreement that defines academic and operational performance expectations for student academic proficiency and

growth, attendance, financial performance, and legal compliance. As our sponsor, PPS will hold us accountable through reviewing quarterly financial reports, annual performance reports, and our annual audit of accounts, and through conducting an annual site visit and review to ensure compliance with law and charter contract (as required by ORS 338.095). Charter renewal is contingent upon attaining objectives within the charter contract, as well as upon legal compliance.

KLA is legally autonomous. A public charter school may sue or be sued as a separate legal entity; may enter into contracts and may lease facilities and services from any person or legal entity; may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school. However, a public charter school may not levy taxes or issue bonds under which the public incurs liability. Oregon law (ORS 338.115) provides that charter schools are automatically exempt from statutes and rules that apply only to school districts and district schools, except as provided for in the charter law and the school's charter. However, 25 key laws do apply to public charter schools, including laws pertaining to civil rights, safety, assessment, ethics of government officials, public contracting, and other matters. KairosPDX is fiscally autonomous in the sense that we design and manage our own budget, including all revenues and expenditures. We also have autonomy in terms of operations and personnel. We will hire and employ all of our staff. The charter school law allows some flexibility with educator licensure requirements, yet we intend to hire only licensed educators. Our staff will not be members of any local collective bargaining unit. Additional specifics regarding our autonomies are outlined in our charter contract.

## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

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To add more "Other Attachment" attachments, please use the attachment buttons below.

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There was a problem attaching a file(s).

The attached file can be viewed as an individual component using Application Log menu option.

# KALI THORNE LADD

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## Education/Training:

<b>Harvard University</b> Masters, Education Policy and Management	<b>Cambridge, MA</b> June 2006
<b>US Peace Corps</b> Project Design and Management Training	<b>South Africa</b> Sept. 1999
<b>Boston College</b> Bachelors, Education and Psychology	<b>Chestnut Hill, MA</b> May 1999

## Work Experience:

<b>City of Portland, Mayor's Office</b> Education Strategies Director	<b>Portland, OR</b> 2008-2012
<ul style="list-style-type: none"><li>• Lead Portland Mayor's key education initiatives</li><li>• Managed partnerships with key community stakeholders, providers and investors</li><li>• Collaborated with city council to establish support and funding for youth programming and policy throughout the region</li><li>• Implemented policy to increase educational achievement of disadvantaged youth to increase graduation and post-secondary access rates and narrow the achievement gap</li></ul>	

<b>Portland Schools Foundation</b> Principal Consultant	<b>Portland, OR</b> 2008
<ul style="list-style-type: none"><li>• Led efforts on operational pilot outreach strategy for connecting all students to school, work and community by age 25</li><li>• Developed partnerships with over 53 non-profit agencies and six school districts to provide outreach and support to high priority 8<sup>th</sup> graders</li><li>• Gave presentations throughout the county to business, educational and political leaders about data supporting the project, the scope of work, relevant research and data, and intended impact</li></ul>	

<b>Oregon Department of Education</b> Operations and Policy Advisor	<b>Salem, Oregon</b> 2006-2008
<ul style="list-style-type: none"><li>• Analyzed policy, research and best practices in education leadership and equity</li><li>• Issued policy briefs to stakeholders statewide on school leadership and cultural competency</li><li>• Worked with director to facilitate oversight of grant program for administrator development</li><li>• Wrote and edited reports to national foundations, and USDOE</li><li>• Provided technical assistance to 12 districts</li></ul>	

<b>Lutheran Community Services NW</b> SUN Site Manager	<b>Portland, OR</b> 2003-2004
<ul style="list-style-type: none"><li>• Initiated and implemented school-based extended-day program in NE Portland</li><li>• Supervised resource development, functioning and budget of program serving youth and adults</li></ul>	

- Establish sustainable funding sources including 3 grants and services totaling \$25K
- Hired, recruited and managed over 50 employees and volunteers
- Assembled communications and outreach materials for all programming and worked with team to direct and conceive cultural celebrations, community events and adult community classes

### **U.S. Peace Corps**

Community and School Resource Developer

**South Africa**

1999-2001

- Taught middle school students
- Trained educators
- Revised and restructured educational curricula and policies for the Venda region
- Developed, supervised and collaborated with community on creation of a women's community bakery, and educational resource center
- Coordinated and trained project leaders in drafting funding proposals and developing business plans

### **Volunteer Experience:**

- **Board of Trustees –Portland Community College**
- **Board of Directors-** Camp Fire USA
- **Board of Directors -** Portland Leadership Foundation
- **Education Committee -** Portland African-American Leadership Forum
- **Former Board of Directors-** Black Parent Initiative
- **Former Board of Directors-** Pangaea Project
- **Vision Council Member -** United Way
- **Mentor-** Minds Matter of Portland
- **V.P of Finance-** SGA, Harvard University
- **Council Member –** Dean's Diversity Innovation Fund, Harvard University
- **COACH volunteer –** College Access program, Boston Public Schools
- **Former Membership Chair-** National Urban League of Portland's Young Professionals Chapter
- **Co-Coordinator NULITES** Urban League Youth Program
- **Advisory Council-** Salvation Army
- **Neighborhood Pride Committee Chair-** Salvation Army of Northeast Portland banquet to celebrate community leaders
- **Personal Trainer –** African American Health Coalition



Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503)986-2200  
www.filinginoregon.com

Registry Number: 875530-96  
Type: DOMESTIC NONPROFIT CORPORATION

Next Renewal Date: 08/13/2013

KAIROSPDX  
PO BOX 12190  
PORTLAND OR 97212

### Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

**Document**  
ARTICLES OF INCORPORATION

**Filed On**  
08/13/2012

**Jurisdiction**  
OREGON

**Nonprofit Type**  
PUBLIC BENEFIT

**Name**  
KAIROSPDX

**Registered Agent**  
DEBORAH A DYSON  
1060 5TH ST LP STE B  
NETARTS OR 97143

**Mailing Address**  
PO BOX 12190  
PORTLAND OR 97212

CERTIFICATE

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That the attached Document File for:

**KAIROSPDX**

is a true copy of the original documents  
that have been filed with this office.



In Testimony Whereof, I have hereunto set  
my hand and affixed hereto the Seal of the  
State of Oregon.

A handwritten signature in black ink, appearing to read "Kate Brown".

KATE BROWN, Secretary of State

August 14, 2012

Registry Number: 875530-96

FILED

AUG 13 2012

OREGON  
SECRETARY OF STATE

**ARTICLES OF INCORPORATION  
OF  
KairosPDX  
A Nonprofit Public Benefit Corporation**

**ARTICLE I. NAME**

The name of the corporation is KairosPDX.

**ARTICLE II. REGISTERED AGENT**

The registered agent of the corporation is Deborah A. Dyson, Attorney at Law.

**ARTICLE III. ADDRESS OF REGISTERED AGENT**

The address of the registered agent is 1060 5<sup>th</sup> Street Loop, Suite B, Netarts, OR 97143.

**ARTICLE IV. ADDRESS FOR MAILING NOTICE**

The address for mailing notice is P.O. Box 12190 Portland, OR 97212.

**ARTICLE V. OPTIONAL PROVISIONS**

*Federal Tax-Exempt Provisions*

**5.1. Exclusive Purpose**

The corporation is organized and shall be operated exclusively as an educational and charitable organization as defined in section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding section of any future federal tax code (hereinafter the "Internal Revenue Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The corporation is intended to qualify as a tax-exempt organization and public charity within the meaning of Internal Revenue Code section 501(c)(3). The affairs of the corporation shall be conducted in such a manner as to qualify for tax exemption under that section or the corresponding provision of any future federal tax laws.

The specific purpose of the corporation is to support educational excellence.

**5.2. Limitations on Distributions**

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



**5.3. Limitations on Political Activity**

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

**5.4. Statutory Compliance**

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code and (c) a corporation organized and operated under the Oregon Nonprofit Corporation Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes.

***Oregon Permissible Nonprofit Provisions***

**5.5. Delegation of Directors' Powers**

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

**5.6. Director's Limited Liability to the Corporation**

**A. Release From Liability:** To the fullest extent permitted by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, no director or officer shall be held personally liable to the corporation for monetary damages as a director or officer, except that he or she shall remain liable for:

1. any breach of the director's duty of loyalty to the corporation;
2. acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
3. any unlawful distribution;
4. any transaction from which a director derived an improper personal benefit; and
5. for any violation under ORS 65.361- 65.367 of the Oregon Nonprofit Corporations Act, or the corresponding section of any future Oregon statutes, including conflicts of interest, unlawful distributions and loans to directors.

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

- (1) The corporation shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, any person who has made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person

is or was a director, officer, employee or agent of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the corporation, or serves or served at the request of the corporation as a director, or an officer, or as a fiduciary of an employee benefit plan, of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, in effect at the time of the determination.

(2) To the fullest extent permitted by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, the corporation shall pay for or reimburse any and all reasonable expenses incurred by a director, officer, employee, agent, or fiduciary of the corporation who is a party to a proceeding in advance of the final disposition of the proceeding.

(3) For the purposes of determining the right to any indemnification under this Article V, Section B, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

(4) The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding referred to in this Article V, Section B shall not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws or action by the board of directors, and shall inure to the benefit of the heirs, executors and administrators of such person.

#### **ARTICLE VI. TYPE OF CORPORATION**

The corporation is a Public Benefit Nonprofit Corporation.

#### **ARTICLE VII. MEMBERS**

The corporation shall have no members as that term is defined by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes.

#### **ARTICLE VIII. DISTRIBUTION UPON DISSOLUTION**

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

875530-96

**ARTICLE IX. INCORPORATORS**

The names and address of the incorporators of the corporation are:

Zalika Gardner	P.O. Box 12190
Kaaren Heikes	Portland, OR 97212
Jasmine Johnson	
Kali Thorne Ladd	
Marsha P.J. Williams	

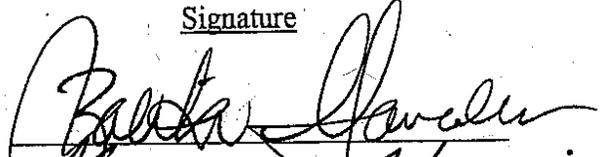
**ARTICLE X. EXECUTION OF ARTICLES BY INCORPORATORS**

*By my signature, I declare as an authorized authority, this filing has been executed by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.*

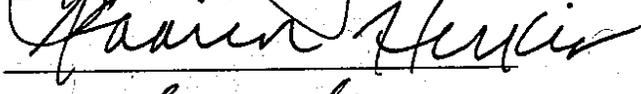
Printed Name

Signature

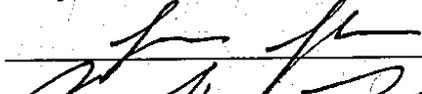
Zalika Gardner



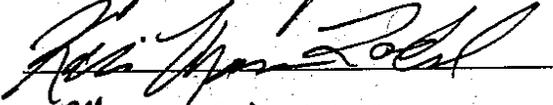
Kaaren Heikes



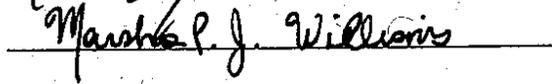
Jasmine Johnson



Kali Thorne Ladd



Marsha P.J. Williams



Contact Name for the filing of these Articles of Incorporation with the Oregon Secretary of State, Corporation Division:

Deborah A. Dyson  
Attorney at Law  
P.O. Box 47, Netarts, OR 97143

503-842-6743  
503-842-6843 (fax)  
attorney@dysonlegal.com

# Marsha P.J. Williams

Portland, Oregon  
[marsha@kairospdx.org](mailto:marsha@kairospdx.org)

## SUMMARY OF QUALIFICATIONS

- ❖ Significant experience working within community organizations, exhibiting outstanding training and leadership skills.
- ❖ Twelve years professional experience working as a research team member in the health care sector, with broad experience managing and coordinating over 15 research grants.
- ❖ Excellent analytical, problem-solving, and verbal/written communication skills.
- ❖ Extensive client / customer service background, working with patients, students and families of various ethnic and medical backgrounds.

## COMMUNITY INVOLVEMENT/ VOLUNTEER WORK

<b>KairosPDX</b> , Portland, OR	
Co-Founder & Secretary, Board of Directors	2012-present
<b>Crown Financial Ministries</b>	
Oregon/S.W. Washington-Area Ministry, <i>Team Member</i>	2009-present
Trained as Crown <i>Money Map Coach</i>	2009
Jubilee Christian Church, Boston, MA, <i>Crown Biblical Financial Study Group Leader</i>	2005-2008
Trained as Crown <i>Biblical Financial Study Group Leader</i>	2005
<b>Life Change Christian Center</b> , Portland, OR	
Young Professionals Ministry, <i>Co-Lead</i>	2013-present
Anointed Life Dance Ministry, <i>Co-Director</i>	2009-present
Young Married Couples Life Group, <i>Host</i>	2009-2013
<b>Big Brothers Big Sisters Columbia Northwest</b> , Portland, OR, <i>Big Sister Volunteer</i>	2008- 2009
<b>Jubilee Christian Church</b> , Spirit & Truth Dance Ministry, Boston, MA, <i>Dancer</i>	2005-2008
<b>Boston Medical Center</b> , Haitian Health Institute, Boston, MA, <i>Volunteer and Mentor</i>	2003-2008

## PROFESSIONAL EXPERIENCE

<b>Oregon Health Sciences University, School of Medicine</b>	Portland, OR	3/09- present
<i>Project Manager</i> , Care Management Plus Research Group		6/11-present
<i>Research Assistant</i> , Care Management Plus Research Group		3/09-6/11
<b>Calcagno Research and Development</b>	Gresham, OR	9/08-3/09
<i>Clinical Research Coordinator</i>		
<b>Harvard Pilgrim Health Care / Harvard Medical School</b>	Boston, MA	1/02-6/08
<i>Fellow in Medicine</i> , Pharmaceutical Policy Research Group		7/06- 6/08
<i>Research Associate /Analyst</i> , Pharmaceutical Policy Research Group		8/03-6/06
<i>Research Assistant /Project Coordinator</i> , HMS Faculty Survey		1/02-6/06
<i>Program Assistant</i> , Partnerships for Quality Education, ACT Program		1/02-7/03
<b>Henry Kaiser Family Foundation, Barbara Jordan Scholar</b>	Washington D.C.	5/01-8/01
<i>Congressional Scholar in the Office of Congresswoman Sheila Jackson Lee</i>		

## EDUCATION

<b>BRANDEIS UNIVERSITY</b>	Waltham, MA
Bachelor of Arts, Sociology	
Emphasis: Health, Law, and Society Program & Women Studies Program	
Honors Thesis: "Cultural Beliefs in Haitian Health: Factors Affecting Immigrants' Access to Healthcare"	
<b>HARVARD MEDICAL SCHOOL</b>	Boston, MA
Completion of two-year Fellowship in Pharmaceutical Policy Research	

## SKILLS

**Computer:** MS Office: Access, Excel, Word and Power Point; SAS; Stata; WordPress

**Language:** Speaking knowledge of Haitian Creole & French

PR/Award # U282B140056

**CHARTER SCHOOL CONTRACT BETWEEN KAIROS PDX AND PORTLAND  
PUBLIC SCHOOL DISTRICT NO 1J**

This CONTRACT ("Contract"), dated this 5<sup>th</sup> day of June, 2014, is entered into by PORTLAND SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY ("District" or "School District") and KairosPDX, an Oregon nonprofit corporation, for the operation of Kairos Learning Academy Public Charter School ("Charter School," "School," or "Kairos").

**RECITALS**

WHEREAS, the Oregon Legislature enacted the 1999 Charter School Act for certain purposes as enumerated in Chapter 338 of the Oregon Revised Statutes ("Act"); and

WHEREAS, an application ("Application") was submitted by Kairos to the District in 2013 for the operation of Kairos Learning Academy Public Charter School and later supplemented by additional materials that were considered part of the Application; and

WHEREAS, the School District's Board of Education ("Board") determined that the Application submitted to the School District for the formation of a charter school complied with the purposes and requirements of the Act; and granted Kairos PDX a three-year charter to operate Kairos;

WHEREAS, by Resolution No. 4851 passed on December 16, 2013, the PPS Board of Education approved a three-year approval of Kairos's Charter; and

WHEREAS, the Act contemplates that this contract between Kairos and the School District will constitute the agreement between the parties regarding the governance and operation of Kairos;

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

**AGREEMENT**

A. Establishment of Kairos. It is the intent of the parties that (1) the provisions of the Act, ORS 338.005 through ORS 338.185, strictly apply to and are incorporated into this Contract and shall supersede and control any conflicting language contained in the Application, (2) the provisions of this Contract shall supersede and control any conflicting language contained in the Application, and (3) the provisions of the Act and this Contract supersede and control any prior understandings with the School District regarding Kairos. Kairos represents that to its knowledge, this Contract does not violate any existing contracts with third parties. The articles and bylaws of Kairos (see Exhibit 1) provide for the operation of the public charter school in a manner consistent with this Contract.

1. Name of School: KairosPDX's public charter school's full title is "KairosPDX Learning Academy Public Charter School." Kairos agrees to not use the phrase "neighborhood" or "neighborhood school" in its title in any way.

B. Corporate Status. During the term of this Contract, Kairos agrees to maintain (a) its status as a nonprofit organization under Oregon law and (b) its status as an exempt organization under Section 501(c)(3) of the Internal Revenue Code. (See Exhibit 2 (evidence of 501(c)(3) status or application to IRS for same).)

1. Authority of Kairos Board of Directors. Kairos's governing Board of Directors shall serve as fiscal agent for Kairos and shall be responsible for Kairos's compliance with applicable laws, rules, regulations, policies, procedures, and the terms and conditions of this Contract and the Act. Kairos shall submit to the District the names and terms of the Governing Board of Directors on or before the effective date of this Contract and shall inform the District of any changes in the Governing Board of Directors in its Annual Report and Accountability Plan during the term of this Contract

2. Acknowledgment of Understanding. Each member of Kairos's governing Board of Directors shall provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS Chapter 65. A template for this acknowledgment shall be provided by the District.

C. Kairos Contracting. In any agreements or contracts for goods or services, Kairos shall include language clearly stating that such agreements or contracts are solely the responsibility of Kairos and are not the responsibility of the School District. Kairos shall correct any apparent misinterpretation of this that a contractor or vendor communicates verbally or in writing, reiterating that the District has no obligation under such contracts or agreements.

D. Operational Powers. Subject to the conditions and provisions of this Contract, Kairos shall be fiscally responsible for Kairos's operations with the limitations of any funding provided by the School District and the other revenues derived by Kairos being used for Kairos's school purposes. Specific operational powers include but are not limited to, and are subject to ORS 338.115 and such other provisions of Oregon and federal law as may apply: making all personnel decisions, including hiring, firing and discipline of teachers, supervisors and staff; contracting for goods and services necessary for the operation of Kairos; preparing a budget; procuring insurance and necessary bonds; leasing facilities for school purposes; purchasing, leasing or renting furniture, equipment or supplies; leasing, purchasing or otherwise obtaining appropriate technology services including Internet access, networking and desktop technology adequate to access the Synergy student information system; retaining fees collected from students in accordance with law; organizing and carrying out fundraising efforts; and accepting and expending gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract.

E. Educational Program, Pupil Performance Standards, and Curriculum

1. Curriculum. Kairos will operate a charter school for grades K-5 in accordance with the timeline established in its Application. The District agrees to waive its

curricular requirements, to the extent permitted by state law, but subject to the implementation by Kairos of the instructional programs as outlined in its Application, as amended herein.

(a) Kairos shall have the authority and responsibility of ensuring that Kairos's educational program, subject to the conditions of this Contract, is designed and implemented in a manner that is consistent with the Act, including, without limitation, requirements regarding content standards, pursuant to ORS 329.045(2).

(b) School Accountability Plan: Kairos shall complete an annual report and Accountability Plan ("the Plan"). The Plan will be completed by September 30, following each year of operation, or within 30 days of the date that all statewide assessment data have been released by the Oregon Department of Education, whichever is later, following each year of operation, except that Exhibit 3 to this contract will be Kairos's Plan for the 2014-15 school year. The Plan will include and address the criteria listed in Exhibit 3 (which includes the provisions of Section E.1(d) below), and will be developed in conjunction with District Charter Schools Program Director, and Research and Evaluation staff. The Plan will be reviewed and approved by the District on a yearly basis. If Kairos so chooses, an independent educational organization may be requested to review the Plan. The District may designate, and shall bear the entire cost of an external entity to evaluate the success of the academic program of Kairos. Kairos will cooperate fully in such evaluation, including the provision of all requested data. The parents and community served by Kairos shall be given an opportunity to provide input regarding the Plan prior to its submission to the District.

(c) By execution of this Contract, the District approves Exhibit 3 as Kairos's Plan for the 2014-15 school year.

(d) The District shall provide the required template for the Accountability Plan, which Kairos shall use in developing its Plan. This template may be updated by the District on an annual basis.

(e) If Kairos fails to meet any performance benchmark set forth in its Plan, for two consecutive school years, a plan of action will be initiated, including:

1. Kairos will create a detailed, specific plan to address the under-performing area, based upon best practice.
2. Kairos will create a relevant professional development plan, based upon best practice.
3. Kairos will demonstrate progressive improvements in this area, working with the Charter School Program Director and Research and Evaluation staff to determine reasonable measures of assessment.

If, after these steps are completed and reasonable goals (as set with Charter Schools Program Director and PPS staff) are not met within an additional calendar year from when the steps are developed, this may be grounds for termination.

(f) Kairos agrees that it will comply with all requirements established by state statute or policy applicable to public charter schools concerning subjects of instruction and student testing requirements, including the requirement to test at least 95% of eligible students, unless specifically exempted by the Act or waived by the State Board of Education.

(g) Kairos shall use common reporting templates where applicable and provided by the District.

1. Required Instructional Time and Accreditation. Kairos shall annually adopt and implement a school calendar that establishes requirements for instructional time provided by a school during each day or during a year in accordance with ORS 338.115(I)(n) and OAR 581-022-1620 that requires a minimum number of instructional hours annually: Grade K: 405 hours; Grades 1 – 3: 810 hours; Grades 4-8: 900 hours.

2. Records. Kairos shall comply with all applicable federal and state laws concerning the maintenance, retention, confidentiality and disclosure of all operational records and of student records. Kairos will list the District as a school official with legitimate educational interests in its annual notice regarding education records. Kairos will permit the District to review and copy any records related in any way to its public charter school operations or to this contract except for personnel files, records protected by attorney-client privilege and any other record that Kairos is barred from disclosing by state and federal law.

3. Nonreligious, Nondiscrimination Standards. The educational program of Kairos shall be nonreligious, nonsectarian and shall not discriminate against any student on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, political affiliation, or disability.

4. Enrollment Requirements.

(a) Enrollment shall be open to any child who resides within the School District. Additionally, enrollment shall be open to children not residing within the School District in accordance with ORS 338.125. Notwithstanding the foregoing, priority enrollment shall occur in accordance with any waiver granted by the Oregon State Board of Education. Kairos must maintain an active enrollment of at least 25 students. Active enrollment for purposes of this Contract shall mean the total number of eligible students enrolled in and regularly attending Kairos with less than ten (10) consecutive days of absences. Failure to maintain an active enrollment of at least twenty-five (25) students will be grounds for termination.

(b) In accordance with ORS 338.125(5), within 10 days of a student's enrollment in a public charter school, the public charter school shall provide written notice of the student's enrollment to the school district in which the public charter school is

located if the student does not reside in the school district where the public charter school is located.

(c) Within 10 days of receiving the notice described in subsection (b) of this section, the school district in which the public charter school is located shall provide to the student's parent, guardian or person in parental relationship written information about:

- (i) The school district's responsibility to identify, locate and evaluate students enrolled in the public charter school to determine which students may be in need of special education and related services as provided by ORS 338.165; and
- (ii) The methods by which the school district may be contacted to answer questions or provide information related to special education and related services.

(d) Voluntary Enrollment; Who is Eligible. Student enrollment in Kairos shall be voluntary. Enrollment of special education students is governed by Section 6.

(e) Preferences After First Year. As provided in ORS 338.125(1), in the second and following years of operation, Kairos may give admissions preference to (1) students who were enrolled in Kairos in the prior year, and (2) applicants who have siblings who are presently enrolled in Kairos and who were enrolled in Kairos in the prior year.

(f) Nonresident Students; Limitations. As provided in ORS 338.125(2), if space is available Kairos may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference and except as otherwise provided in any waiver granted by the Oregon State Board of Education. Nonresident applicants may be accepted to fill any "available spaces" (including spaces on waiting lists).

(g) Enrollment Capacity. Kairos total enrollment capacity for each year of the term of this contract is 144 students. Kairos will apply that enrollment capacity when reporting student enrollment and attendance, when determining the need for an equitable lottery selection process, and when determining available spaces for admission of non-resident students pursuant to ORS 338.125. The District and Kairos must agree in advance to any increase in Kairos's enrollment capacity. Kairos will to inform parents in any private program operated by Kairos about the statutory-mandated lottery and enrollment process for the charter school, such that no families involved in other Kairos programs believe that they will have – or will be given – automatic or priority enrollment in the public charter school.

(h) Student Retention and Promotion. Kairos will follow the District's policy on retention and promotion of students (4.20.010-P). The decision to promote, retain, or accelerate a student shall be based upon careful review of the student's academic progress and in consideration of the student's physical development, psychological development, emotional maturity, and social development. Kairos may grant a child early entry before he or she meets the state age requirement for school entrance. The intent of early entry must be to admit children whose needs will be best met through advanced placement for the current year and throughout their K-12 education. Each early entry determination, which will be made by Kairos, must be based on an evaluation conducted jointly by the District's Talented and Gifted department staff and a Kairos administrator—to ensure cultural responsiveness – of the child's advanced development in social, emotional, academic, intellectual, and physical functioning.

5. Student Registration and Synergy (Electronic Student Information System)

(a) Student Registration: For each year this contract is in effect, Kairos will complete a District Student Registration Form for each student, beginning, according to Kairos's calendar, on the first day of school and ending on the last day of school, for each student upon admittance to their program. Kairos will update the form according to District regulations and OAR 581-023-0006 when a student withdraws. Kairos will ensure that personnel appropriately access, enter and maintain electronic student information in accordance with the District's policies. A student who is absent for one or more days but fewer than ten days and who Kairos knows has withdrawn shall be marked as withdrawn from the active roll on the school day following that determination. A student must be withdrawn from the active roll on the tenth consecutive day of absence. The same shall apply for all subsequent years that this charter school contract is in effect.

(b) Synergy: Synergy is the web-based student information system used by Portland Public Schools to manage student information to meet state and federal requirements, to provide student reports, student report cards, transcripts and schedules.

i. Kairos will enter student enrollment, attendance records, free and reduced meals information, home language survey data, and discipline incidents in accordance with District policy and on a timely basis into Synergy to allow the District to prepare accurate and timely state reports.

ii. Kairos will provide its own internet-ready Synergy-capable computers and network access for staff that will be entering Synergy data, and will provide technical support for its computer hardware. The District will provide Synergy support through its IT Call Center.

iii. Kairos will provide its own computer printer and will print its own Synergy reports. Kairos may also elect to use the Synergy mark entry and report card process, classroom teacher module and other Synergy features.

iv. Kairos will provide time for its staff to attend Synergy training classes for registration, attendance and other student information processes it chooses to use.

v. Kairos staff that use Synergy will follow the security policy concerning access to student records.

(c) District Policies: District will provide to Kairos all District policies and regulations related to student registration and Synergy referenced throughout this Section upon request.

6. Education of Students under the Individuals with Disabilities Education Act ("IDEA"). Kairos will comply with all District policies and regulations and the requirements of federal and state law concerning the special education of school-aged children who are eligible under the IDEA, including, but not limited to, the following:

(a) All special education and related services shall be provided by the School District as required under the Act. Kairos will cooperate in the delivery of such services;

(b) The IEP team is determined by state and federal law. An IEP team for a Kairos student shall include at least one Kairos representative, who shall attend all IEP meetings, in addition to a District representative and appropriate District specialists, and other persons required by state or federal law;

(c) The student's IEP team shall determine eligibility, the content of the IEP, placement, and the provision of a free appropriate public education for a Kairos student. Kairos shall abide by the IEP team's decisions in these areas and implement the IEP as written;

(d) Payment of ADMw attributable to Kairos students eligible for special education services shall be made pursuant to ORS 338.165(3);

(e) The District has the discretion to determine which specialized programs and services will be offered, if any, on the Kairos site;

(f) Kairos student IEP teams may recommend any appropriate placement for Kairos students based on the students' needs, whether in or out of the charter school. Kairos shall not change students' IEP programs without IEP team action;

(g) Kairos shall provide substitutes for Kairos staff who are required to attend IEP meetings or other meetings related to a Kairos special education student;

(h) Special education transportation shall only be provided to a Kairos special education student if it is listed as a related service on the student's IEP;

(i) Kairos shall immediately notify the District when it suspects that a student may have a disability and may need special education services as a result of that disability; and

(j) Pursuant to ORS 338.165(6)(a), the school district in which the public charter school is located must implement the individualized education program and follow the terms of the individualized education program until a new individualized education program is developed for all students, including students that are not residents of the district in which the public charter school is located.

(k) The charter school shall immediately notify the District's Special Education Department when a child who enrolls in the charter school is currently identified as a special education student.

(l) Upon request, District will provide to Kairos all District policies and regulations related to education of students under IDEA referenced throughout this Section.

(m) Kairos will provide all disciplinary procedural safeguards for students, including special education procedural safeguards for protected students.

(n) If there is a dispute about a student's special education placement and parents have a right to 'stay put' as a matter of law, Kairos will maintain the student's placement unless the parent and district agree to a change in placement or special circumstances permit a change in placement without parent consent.

7. Education of English Language Learners.

1. Kairos will comply with the requirements of federal and state law concerning the education of school-aged children who are properly identified as English Language Learners ("ELL") including, but not limited to, providing a program that:

- (a) is intended to overcome language barriers that prevent students from receiving equal education opportunities,
- (b) is based on sound educational theory or legitimate experimental strategy,
- (c) is implemented effectively,

(d) produces results that demonstrate that language barriers are being overcome.

The District will pass through additional monies as provided by the State of Oregon for qualifying ELL students as part of the Funding Formula in Exhibit 4.

2. Kairos must ensure that Limited English Proficient (LEP) students are adequately notified, in a language they can understand, of school-related information about their program, progress and disciplinary problems, as well as information about Kairos's rules, policies and activities. Communications may be provided through documented oral interpretation or written translation.

3. Kairos must ensure that LEP parents are adequately notified, in a language they can understand, of school-related information provided to other parents and which they need to make well-informed decisions about their children's education and about the participation of their children in Kairos's programs and services. This may include information about their children's program, progress and disciplinary problems, as well as information about Kairos's rules, policies and activities. Communications may be provided through documented oral interpretation or written translation.

F. Evaluation of Pupil Performance and Annual Report

1. Kairos shall report to the Kairos Board of Directors and to the parents and community it serves on its compliance with the School Accountability Plan (the "Plan"), described in Section E, 1 (b)-(d) and its compliance with the provisions of this Contract, and report on the same topics to the State Board of Education pursuant to ORS 338.095(1). Kairos shall submit the first Plan to the District as Exhibit 3 as provided in Section E 1 (c) before the signature of the contract and may supplement and/or update such Plan no later than September 1, 2014 reflecting the above referenced information. Each Annual Report and Plan thereafter shall be due no later than September 30 of each subsequent school year.

2. Kairos will administer the State of Oregon assessments pursuant to Oregon Department of Education regulations, for determining student progress and attainment of state and local student performance standards including OAKS, Smarter Balanced, ELPA, Kindergarten Assessment, and other required state assessments. Costs associated with these assessments are the responsibility of Kairos, although the State does not charge schools for the testing materials (including the computer-based Smarter Balanced system), scoring or reporting. Individual student results of these assessments shall be reported to the parents of Kairos students within thirty (30) days of Kairos's receipt of the results from the last allowable assessments. School summary results of the assessments shall be reported to the PPS Board of Education through the PPS Charter Schools Program Director within thirty (30) days of Kairos's receipt of the results of the last allowable assessments.

3. The PPS Board of Education, may designate, and shall bear the entire cost of an external entity to evaluate the success of the academic program of Kairos. Kairos will cooperate fully in such evaluation, including the provision of all requested data. If Kairos so chooses, an independent educational organization may be requested to review the Plan. Kairos will bear the cost of hiring such an organization.
4. Members of the PPS Board of Education, the District's Superintendent, or Superintendent's designee, may visit Kairos at any time during normal business hours for purposes of monitoring the progress of the implementation of this Contract. The District will make reasonable efforts to avoid interfering with school operations. There shall be at least one annual on-site visit by the PPS Board of Education or the PPS Board of Education's designee to review compliance with the provisions of this Contract and applicable laws, and growth in student achievement.
5. Kairos will furnish to the District copies of all written policies and procedures it may adopt with respect to any matter relating to its operations and educational program on a quarterly basis.
6. Kairos will show academic growth for students enrolled at Kairos during each school year. Assessment data includes, but is not limited to cohort studies and growth reports for Smarter Balanced testing for students designated by the state of Oregon as 3<sup>rd</sup> – 5<sup>th</sup> graders and enrolled at Kairos for the entire year, starting 2014-15 school year.

G. Annual Budget and Quarterly Reports.

1. Annual Budget

(a) Kairos will prepare an annual budget and submit it to the District by March 1<sup>st</sup> for each following fiscal year that this charter school contract is in effect. The budget must be on the basis used (or to be used) in the school's audited financial statements. The budget must include line items no less detailed than the amounts reported in the statement of activities or the statement of revenues, expenditures and changes in fund balance for all funds included in the most recent audited (or planned) financial statements. Additional details of the components of revenues and expenses/expenditures are welcomed by the District. The assumptions used concerning revenue and expenses/expenditures recognition, the timing of financial inflows and outflows, and other information that will allow the District to evaluate the ability of the school to meet its obligations as they come due are required. This budget may be presented in columnar format by month, but such presentation is not required. Kairos will revise and resubmit the budget to the District when there are any significant changes to the State School Fund (SSF) rates.

(b) An addendum to the budget must list, in detail, Kairos's plans for capital expenditures (amounts that would be capitalized and depreciated over their useful lives when using the not-for-profit accrual basis of accounting), and its plans for borrowing or repayment of debt during the year. This addendum must

include the projected month when these items are expected to occur. If Kairos uses the governmental modified accrual basis of accounting, the school must provide details of its plans for capital expenditures that are included in the annual budget.

(c) Kairos will incorporate a contingency plan into the budget and will create a Kairos Board policy to set the minimum contingency percentage in the budget.

(d) Kairos will show that sources of donations and grants are reasonably assured, and that there is a plan in place for supplementing funds received from the State School Fund.

## 2. Quarterly Reports

(a) Unaudited, quarterly financial statements must be presented to the District within thirty days after each calendar quarter for which this charter contract is in effect, beginning September 30, 2014, including the quarter ending on June 30<sup>th</sup>. The District understands that the audited financial statements may differ from these preliminary, unaudited financial statements for the complete fiscal year.

(b) Quarterly financial statements must be prepared on the basis of accounting presented in their most recently audited financial statements, or in the case of new schools, on the most likely basis for presenting annual financial statements, based on the advice of a qualified certified public accountant. These financial statements are not required to be audited, reviewed or compiled by an accountant qualified to provide such services.

(c) Quarterly financial statements should compare actual results, fiscal year-to-date, with the school's budget, either to the date of the financial statements (allocated) or in total. These financial statements should show the amount of the differences for both revenues and expenses/expenditures year-to-date with the budget. An optional, but encouraged, presentation would include also calculating these differences as a percentage of the budget item. Quarterly reports will also include proof that Kairos is current with payments to the Public Employees Retirement System (PERS).

(d) Quarterly, accompanying the financial statements, Kairos must provide a narrative that explains any significant difference between the actual results of operations, both revenues and expenses/expenditures, and the budget. This narrative is often referred to as a "fluctuation review." Significant differences are amounts that exceed, or are less than, budgeted items by 10% or more with any line item. Amounts having a difference less than \$500 are not required to be explained. Differences of 5% or more in total revenues, total expenses/expenses, and/or change in equity must always be explained. This narrative should provide information that would allow the District to evaluate Kairos's response to adverse situations, the impact of favorable situations, and evaluate if resources can be expected to be sufficient for continuation of programs at planned levels.

The narrative should include any currently known prospective information that would either positively or negatively impact the school. Such items might include the receipt of a grant for future use, declines in enrollment, significant contributions, additional foreseeable costs, or similar items.

(e) Kairos will also submit a quarterly narrative with informal, brief comments on the following areas:

- i. Operational
- ii. Financial
- iii. Fundraising
- iv. Any other issues affecting operational or financial components

This reporting will continue until the District, through the Charter Schools Program Director, and Kairos mutually agree that quarterly delivery of this narrative is no longer necessary, at which time a less frequent timeline for delivery may be determined. At any time during the period of this contract, the District may require that Kairos resume quarterly delivery of this narrative report.

(f) Kairos staff and one or more Board of Directors representatives will meet quarterly with District financial staff and Charter School Program Director to review finances until such time as these meetings are deemed no longer necessary, as determined by the District. These meetings are subject to resume at any time, even if they are stopped at some point.

## H. Funding

1. Funding and payments shall be made in accordance with the provisions of the Act and in strict accordance with the Funding Formula set forth in Exhibit 4 beginning August 2014. The District's obligation to fund Kairos under this Contract is subject to the District's receipt of payments from the State School Fund as provided under ORS Chapter 338. Notification will be given if Kairos is late in submitting deliverables within five (5) business days of non-receipt. Payments may be withheld by the District if Kairos is more than 30 days late in submitting the following deliverables, notice of withholding is provided by the District, and such lateness is due to the neglect of Kairos: municipal audit, quarterly unaudited financial reports, Kairos's staff list, staff background checks, Kairos's annual Accountability Plan and Report, and Kairos's annual budget. Withheld payments under this section will be made on the next scheduled pay date following receipt of the required deliverables

2. There shall be a review, consistent with the District's obligations to the State Board of Education in this regard, of the number of pupils actually enrolled in Kairos for appropriate adjustments in funding to reflect actual enrollment per ADMw. To the extent the District experiences any reduction or increase in state funding support by a legislative

rescission or other action, proportionate reductions or increases will be made to Kairos by adjustment or setoff in subsequent months. The District shall not be responsible for any payments to Kairos not required by state, federal or local law, except as provided in Exhibit 4.

3. It is the intent of the District that Kairos receive a proportionate share of federal, state, and local grant funding (when required by federal, state or local law) to the extent that Kairos is entitled to the same, complies with the conditions and requirements for such grants and applicable law, and fulfills the reporting requirements for such funding. Direction of such federal, state or local resources or categorical aid shall be contingent on Kairos's compliance with federal and state statutes and regulations regarding entitlement to such resources sufficient to permit the District to claim reimbursement. The District will not interfere with, and this provision shall not be construed to limit, Kairos's efforts to conduct fundraising, or Kairos's ability to apply for grants available to charter schools and to retain the entire amount of such grants received less any administrative or other costs specifically permitted to be withheld from Kairos pursuant to state, federal or local law. Kairos agrees that the District may withhold administrative fees and expenses from any grant processed by the District and that this term is an express agreement to withhold administrative fees and expenses under Section 5204(f)(4)(B) of the NCLB once the District notifies Kairos of current standard operating indirect charges.

4. Sound Financial Management System, Financial Records and Annual Audit. Kairos agrees to maintain a sound financial management system as required by the Act and in accordance with OAR 581-026-0200. Kairos agrees to establish, maintain, and retain appropriate financial records relating to Kairos for seven (7) years, and to make such records promptly available to the School District upon written request. Kairos will retain a certified public accountant to conduct an annual audit of Kairos in accordance with State requirements. Kairos shall submit the audit to the District, the State Board of Education, and ODE no later than November 1 of each Contract year. The first audit shall be due November 1, 2015, reflecting the fiscal year ending June 30, 2014. The audit shall be submitted to the District in accordance with the format of the State Chart of Accounts required of Oregon public school Districts.

#### I. Contract Term and Agreement

1. Term. It is the intent of the parties that the Charter and this Contract are to be effective as of the date entered into and first written. The term of the Contract shall be for three years, scheduled to terminate as of June 30, 2017, unless earlier terminated as provided herein. Kairos will begin operations as a public charter school in August, 2014. If Kairos fails to locate an appropriate facility by June 30, 2014, then the District may terminate the Contract. All applicable safety inspections and permits must be obtained at least 30 days before Kairos's first day of school. Kairos and the District hereby agree to work together to determine a mutually-agreeable renewal process timeline that provides long-term planning and flexibility for Kairos and the District and complies with ORS 338.065.

2. This Contract may be renewed only upon the authorization of the PPS Board of Education in the manner provided in ORS 338.065. Although this Contract is for operation of Kairos as a charter school in the District for the period described in this Section, paragraph 5, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriations by the State of Oregon and the parties agree that the District has no obligation to fund Kairos operations except as expressly provided herein or in ORS Chapter 338.

J. Application of and Compliance with Laws.

1. Compliance With Laws; Non-Exemption From Certain Laws. Kairos shall comply with all applicable federal, state, and local laws and regulations. As provided by ORS 338.115(1), although statutes and rules that apply to school District boards, school Districts, or other public schools generally do not apply to Kairos, the following laws shall apply to Kairos:

- (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 Audit Law).
- (e) ORS 181.534, 326.603, 326.607, 342.223 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 659.850 659.855 and 659.860(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 Department of Education under ORS 329.485(2).
- (l) ORS 329.045 (Academic Content Standards and Instruction).
- (m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (n) ORS Chapter 338.
- (o) ORS 339.250(12) (prohibition of infliction of corporal punishment).

- (p) Any administrative rule adopted by the Oregon State Board of Education regarding public Charter Schools.
- (q) Any statute or rule that is listed in the charter.
- (r) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse)
- (s) ORS chapter 657 (employment law)
- (t) ORS 329.451 (diploma)
- (u) ORS 339.326
- (v) ORS chapters 279A, 279B, and 279C (Public Contracting Code)
- (w) ORS 339.119 (consideration for educational services)
- (x) Any statute or rule that names, references, or is applicable to public Charter Schools.
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109

2. NCLB

- (a) Kairos is subject to the assessment and accountability provisions of the NCLB that apply to charter schools and Kairos will cooperate with all District efforts to ensure compliance with NCLB, including without limitation, the designation of Kairos for School Improvement and offering of school choice to Kairos students, Corrective Action, or Restructuring; will implement all conditions required by those designations; and will satisfy all other state and federal requirements with respect to assessment and accountability under NCLB that apply to charter schools.

K. Termination.

1. This Contract may be terminated, and the Charter revoked by the PPS Board of Education or Kairos in the manner and for any grounds stated in the Act or OAR 581-026-0500 and for any uncured material breach of this Contract, including, but not limited to, the following:

- a.) If Kairos fails to meet any performance benchmark set forth in its Plan, as described in Section E 1(b)-(d) for two consecutive school years, a plan of action will be initiated, as described in Section E 1(e) including:

1. Kairos will create a detailed, specific plan to address the under-performing area, based upon best practice.

2. Kairos will create a relevant professional development plan, based upon best practice.

3. Kairos will demonstrate progressive improvements in this area, working with the Charter Schools Program Director, and Research and Evaluation staff to determine reasonable measures of assessment.

If, after these steps are completed and reasonable goals (as set with PPS staff) are not met within an additional calendar year from when the steps are developed, this may be grounds for termination.

b) Failure to meet generally accepted standards of fiscal management or maintain financial stability. In determining whether Kairos has maintained financial stability, PPS may consider, but is not limited to considering, the following factors:

1. Budgeting and long-range planning
2. Internal controls and procedures
3. Compliance with financial reporting requirements
4. Financial condition, including dependency on variable income

c) Kairos's failure to maintain an active enrollment of at least 25 students;

d) Kairos's material violation of any provision of law from which it is not exempt or has not obtained a waiver from the State Board of Education pursuant to ORS 338.025;

e) Kairos's material failure to abide by the terms of this Contract; or

f) Any other grounds set forth in this Contract.

In the event the District believes any of the foregoing grounds exist, the District shall provide Kairos with written notice of the existence of said grounds and Kairos shall have a reasonable opportunity to cure any deficiency before the District takes any action to terminate this Contract.

2. Before executing the obligations and rights of termination under the Act, the parties agree to first make a good faith attempt to resolve any dispute regarding the operation of the Contract in the following manner:

- (a) The party with a concern regarding the other party's compliance with the Contract will notify the other party in writing of the concern;
- (b) The responding party shall submit a written response to the concern within thirty (30) days of the receipt of the same.
- (c) The termination provisions of the Act contained in ORS 338.105 may proceed if the parties are unable to agree in good faith to a resolution of the concern within thirty (30) days of the receipt of the response.
- (d) The time frames set forth in sections (b) and (c) of this paragraph may be extended by mutual agreement of the parties.

3. As noted in other sections of this contract, Kairos will receive notice if it is late in submitting deliverables. Payments may be withheld by the District if Kairos is more than 30 days late in submitting the following deliverables, notice of withholding is provided by the District and such lateness is due to the neglect of Kairos: Kairos's municipal audit, quarterly unaudited financial reports, Kairos's staff lists, staff background checks, Kairos's annual Accountability Plan and Report, and Kairos's annual budget. Withheld payments under this section will be made on the next scheduled pay date following receipt of the required deliverables.

4. The dispute resolution process set forth in this Section shall not be required prior to the exercise of any contractual right, except the right of termination, conferred upon either the District or Kairos under this Contract.

5. The parties further agree that the District reserves the right, without exhausting the good-faith resolution process described in this Section, to immediately invoke the health and safety termination provisions of the Act with respect to this Contract.

L. Dissolution. In the event Kairos should permanently cease operations for whatever reason, including the nonrenewal or revocation of this Charter, the assets that were purchased with public funds under this Contract shall be disbursed as provided by the Act.

M. Employment Matters. The guidelines set forth in the Application concerning employment matters such as employee relationships, job descriptions, and terms and conditions of employment are accepted by the School District, subject to the provisions of the Act and the following conditions:

- 1. Kairos shall be the employer of personnel at the public charter school. The District shall not be the employer of personnel at the public charter school and will not collectively bargain with Kairos employees. Kairos assumes sole responsibility for conducting appropriate criminal background checks for all Kairos staff members, contractors, and volunteers, and Kairos assumes sole legal responsibility for all claims resulting from acts of misconduct by Kairos staff, contractors, or volunteers subject to the indemnification provisions by the District in Section M 2 (c).

2. At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at Kairos shall be licensed by the commission pursuant to ORS 342.135, 342.136, 342.138 or 342.140. By August 1 of each year, Kairos shall submit to the District through the Charter Schools Program Director a list of all staff employed by Kairos designating the licenses, endorsements, degrees, and qualifications of the same. Kairos shall provide the same information to the District through the Charter Schools Program Director with respect to any new hires of teachers or administrators it makes during the course of each year. Kairos will also submit information on the Highly Qualified status of its teachers and paraprofessionals, as required by NCLB, by August 1 of each year.

3. In accordance with the law, Kairos shall notify the School District within ten (10) days and other appropriate authorities within the time requirement by law of discipline of Kairos employees arising from misconduct that threatens harm to students.

4. Kairos will comply with the Highly Qualified Teacher and Paraprofessional requirements of NCLB that apply to charter schools. Failure to comply with this requirement may be considered a material breach of the Contract.

5. Kairos shall comply with ORS 657.505(7)(a) and will be responsible for unemployment benefits.

6. Kairos shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records. Kairos shall comply with ORS 342.850(8) and adopt rules governing access to personnel files.

N. Insurance and Legal Liabilities. The parties agree that the following provisions shall control any conflicting language contained in the Application materials:

1. Insurance. While operating a public charter school, Kairos shall at all times maintain and keep in force the following insurance for all of its operations at all of its premises wherever activities may occur:

(a) Commercial General and Umbrella Liability Insurance in an amount of not less than i) \$2,000,000 combined single limit per occurrence with a \$5,000,000 general annual aggregate or ii) \$1,000,000 combined single-limit per occurrence with a \$2,000,000 general annual aggregate with a \$2,000,000 per-occurrence umbrella covering the School District, its Board, employees, and volunteers against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof. The School may elect to maintain a \$5,000 per-occurrence self-insured retention provided the School shall provide the District verifiable funding for this retention. Coverage shall include but not be limited to contractual liability, advertisers' liability, employee benefits liability, professional liability, and teachers' liability and sexual misconduct or abuse.

(b) School Leaders Errors and Omissions Insurance in an amount not less than \$1,000,000 each loss/\$1,000,000 each policy year covering Kairos, its Board of Directors, employees, and volunteers against liability arising out of wrongful acts and employment practices.

(c) Automobile Liability Insurance is required if Kairos owns or leases any vehicles for student transportation or if Kairos operates any District vehicles for student transportation. Such insurance must be in an amount not less than \$1,000,000 combined single limit covering the School District, its Board of Education, employees, and volunteers against liability for damages because of bodily injury, death, or damage to property, including the loss or use thereof arising out of the ownership, operation, maintenance, or use of any automobile. The policy will include underinsured and uninsured motorist coverage at the limits equal to bodily injury limits and will also include non-owned and hired vehicle auto liability protection.

(d) Worker's Compensation Insurance shall also be maintained according to State of Oregon statutes (ORS Chapter 656). Employers' Liability Insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

(e) Employee Dishonesty Insurance will be in force covering all employees and volunteers. The policy shall carry limits of no less than \$75,000. Coverage shall include faithful performance and loss of monies and securities.

(f) The School District, its Board of Education, employees, and volunteers shall be additional insureds on items (a) and (c) of this paragraph and the policies shall provide for sixty (60) days' prior written notice to the School District of cancellation, reduction or exhaustion of the aggregate limits of insurance, or material change in any coverage. Kairos must provide proof satisfactory to the District of all the above insurance (including proof that all sites where activities occur are covered) at least thirty (30) days prior to the time of operating the public charter school in August, 2014. If, during the term of this contract, any of the above insurance expires and must be renewed, Kairos must provide proof satisfactory to the District that the insurance has been renewed and remains in force. Any and all insurers of the Charter School shall be rated A-VII or better by Best's and shall be authorized to conduct business in Oregon. Any coverage of any type carried by the Charter School shall be primary to any self-insurance or excess insurance coverage carried by the District. Any and all insurance coverage carried by the Charter School shall be written on an "occurrence" form basis.

(g) The District shall provide Kairos with self-insurance certificates and endorsements that demonstrate the insurance limits.

2. Legal Liabilities. The parties agree that:

(a) Kairos may sue or be sued as a separate legal entity apart from the School District and the School District has no responsibility to indemnify Kairos in any fashion with respect to Kairos and/or Kairos activities except as provided in Section M 2 (c).

(b) Kairos is an independent entity providing charter school educational services and that neither it nor its employees or agents are employees of the School District. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Kairos agrees that it shall indemnify and hold harmless the School District against and from any cost, expenses, attorney fees, damages, claims, grievances, injury, or loss to which the School District may be subject directly relating to any wrongdoing, misconduct, want of care, skill, negligence, or default by Kairos, and Kairos agents, employees, or assigns, in the execution or performance of this Contract, and that the immunity provisions of the Act protecting the School District and Board of Education (ORS 338.115(7)) shall be strictly enforced.

(c) Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the School District agrees that it shall indemnify and hold harmless Kairos against and from any costs, expenses, attorney fees, damages, claims, grievances, injury, or loss to which Kairos may be subject directly relating to any wrongdoing, misconduct, want of care, skill, negligence, or default by the District, the District's agents, employees, or assigns, in the execution or performance of this Contract.

O. Transportation. The District shall not provide transportation except as required in the Act. In the event that District bus routes cover the Kairos attendance areas, the District shall provide transportation along such bus routes in accordance with the terms of the Act. The District shall not be responsible for the transportation of students to any off-site location during the school day. Kairos shall provide a plan for transportation of its students (including any plans for off-site transportation, if needed) to the District no later than August 15 of each school year it is operating a public charter school.

P. School Location. Kairos is responsible for securing a location for the operation of the charter school. This contract authorizes Kairos to operate one charter school in one primary physical location. If Kairos desires to open additional schools or branches of Kairos within the District, it must receive prior approval of the PPS Board of Education. Kairos shall ensure that the primary location and all locations where auxiliary services are provided are in compliance with all applicable local, state, and federal laws and regulations, including but not limited to those relating to accessibility and student safety. Kairos shall ensure that it remains in compliance with all such applicable laws during the term of this Contract. Kairos will consult with District Charter Schools Program Director when determining the initial school location or any change in school location during the term of this contract, prior to any lease or purchase agreement being finalized.

Q. Conditions Precedent to the Operation of Kairos Public Charter School. In order for Kairos to operate as a public charter school beginning August 2014, these conditions must be met in advance:

1. At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at Kairos shall be licensed by the commission pursuant to ORS 342.135, 342.136, 342.138 or 342.140, and all staff teaching core subjects must be Highly Qualified as required by NCLB.
2. Kairos must document that all Kairos employees and volunteers have criminal records checks through the Oregon Department of Education consistent with ORS 181.534, 326.603, 326.607, 342.232, and 342.223, clearing them for employment or contact with students in a public charter school. All employees must have completed criminal background checks prior to starting work.
3. Kairos must provide an initial budget that is subject to approval by the District's Charter Program Director and accounting staff familiar with charter school operational requirements. As stated in Section G(1)(a-d) Kairos will revise and resubmit the budget to the District when there are any significant changes to the State School Fund (SSF) rates both before and after the opening of the school. Kairos will submit its operating budget to District financial staff via the Charter Schools Program Director for staff approval before the school is operational.
4. Kairos will meet with District staff on a monthly basis, and will deliver and/or provide updates on the following:
  - a. School site and/or acquisition of a building. Kairos will consult with District staff when determining a location for the school's site before any site lease or purchase agreement is finalized. Since the Kairos intends to open school in August, 2014, Kairos must acquire a school site no later than June 30, 2014. All applicable safety inspections and permits must be obtained at least 30 days before Kairos's first day of school.
  - b. Kairos will provide monthly financial updates, including budget revisions, budget-to-actual reports, profit and loss statements, documentation of donated funds received, and any other financial information requested by District staff. As part of its monthly reporting, Kairos will submit a narrative with informal, brief comments on the following areas:
    1. Operational
    2. Financial
    3. Fundraising
    4. Any other issues affecting operational or financial components
  - c. Enrollment and marketing efforts.
  - d. Acquisition and storage of curriculum, materials, furniture, and any other items needed to operate a school.

5. Kairos will work with the District Charter School Program Director, District Accounting Services, and District Budget Department on any revisions to the budget, and will submit a revised 2014-15 charter school budget to the District Charter School Program Director before the school is operational.

R. General Provisions.

1. Entire Agreement. This Contract, with attachments, contains the entire understandings of the parties, and all prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.
2. Nonassignment. The parties may not assign any rights or benefits they are entitled to under this Contract to any entity or individual. This does not limit the right of Kairos to enter into contracts or agreements to the full extent allowed to charter schools under Oregon law.
3. Amendment. This Contract may only be modified or amended by further written agreement executed by the parties hereto. In accordance with ORS 338.065(3), the District and Kairos's governing body may amend a charter by joint agreement. The parties agree that they will each consider any requested amendments to this Contract in good faith and with the intent of enhancing the services and educational programs offered to the students at Kairos, and that any actual amendment will be jointly agreed upon.
4. Governing Law and Enforcement. This Contract will be governed and construed according to the laws of the State of Oregon.
  - (a) Attorney fees. If a suit, action, arbitration or other court proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy code, is instituted, the prevailing party as determined by the court shall be entitled to recover reasonable attorney fees and costs.
5. 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) to the Kairos Charter Board President, Kali Ladd, PO Box 12190 Portland, OR 97212 with a copy to the school's final permanent address. In the case of notice to the District: to Office of Charter Schools, Portland School District No. 1J, Post Office Box 3107, Portland, Oregon 97208-3107.
  - (a) Reports. Any reports required to be provided by Kairos to the District by this Contract will be provided to the District Charter School Program Director as designated representative of the District.
6. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them or any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

7. Invalidity. If any provision of this Contract is deemed to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by the parties in accordance with the terms contained herein.

8. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.

9. Execution in Counterparts. This Contract may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be effective.

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

CHARTER SCHOOL

By   
Kairos PDX Public Charter School.  
Kali Ladd  
Board President

PORTLAND DISTRICT NO. 1J  
MULTNOMAH COUNTY

By 

**Emily Courtnage**  
Deputy Clerk  
Portland Public Schools

ATTEST:

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_

APPROVED AS TO FORM:

By   
Jollee F. Patterson  
School District General Counsel

**EXHIBIT 1  
BYLAWS**

**BYLAWS  
OF  
KairosPDX**

Adopted by the Board of Directors  
August 3, 2012

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# **BYLAWS OF KairosPDX**

## **ARTICLE 1 NONPROFIT PURPOSES**

### **SECTION 1.1 ARTICLES OF INCORPORATION**

KairosPDX (hereinafter "Corporation") is incorporated as a Public Benefit Corporation according to its Nonprofit Articles of Incorporation as filed and registered with the Secretary of State of the State of Oregon on August 13, 2012. The Articles of Incorporation fully indemnify directors and officers and limit liability for directors and officers to the fullest extent provided by law. Each director shall be provided with a copy of the Articles of Incorporation and these Bylaws so as to properly govern the Corporation.

### **SECTION 1.2 NONPROFIT PURPOSES**

The Corporation is organized exclusively for educational and charitable purposes and such other purposes that are described under section 501(c)(3) of the Internal Revenue Code. The Corporation is organized and shall be operated at all times to comply with Section 501(c)(3) of the Internal Revenue Code, the Oregon Nonprofit Corporation Act, ORS Ch. 65, and any other federal, state and local laws to qualify it for nonprofit, tax-exempt status.

### **SECTION 1.3 THE CORPORATION'S PURPOSE – MISSION**

The Corporation's primary purpose is to support educational excellence.

KairosPDX will bring a center for learning in North Portland providing an intentionally college preparatory experience including early childhood programming, family involvement and a public charter school. This will differ from the mainstream by building on research-driven pedagogy that has proven successful for youth of color. Educational theorists driving the research include: Howard Gardner, Lisa Delpit and the city municipal schools of Reggio Emilia Italy. KairosPDX brings innovative, creative and liberating pedagogy to the children and families most susceptible to underachievement.

Our theory of change infuses proven methodology such as mentorship, cultural competency, service learning and early childhood programming with a revolutionary vision of a strong, capable and curious child as key to learning and building thriving, confident, competent youth. This vision thoroughly transforms teaching and learning into an act of dynamic co-creation of an education shaped, inspired and informed by each child's contexts, family and culture. Imagine a generation of children raised to believe in their voice, experience their agency and engage with the world of intellectual inquiry. KairosPDX believes that in time, a child emerges that sees the diverse fabric of our society and begins to learn how to relate, navigate and thrive within it. This is our Kairos. This is where youth as catalytic engines of change is realized.

## **ARTICLE 2 OFFICE**

The mailing address of the principal office of the Corporation on file with the Secretary of State is P.O. Box 12190, Portland OR 97212. The mailing address of the principal office is where all federal and state agencies send notifications of annual reports, annual filing fees and other vital information as to the operations of the Corporation. The principal office may be changed by a  
KairosPDX Bylaws: Adopted August 3, 2012 Award # U282B140056

resolution of the Board of Directors and filing such change with the Secretary of State, Corporation Division (and notification to all other governmental agencies with regulatory authority of the Corporation).

## **ARTICLE 3 BOARD OF DIRECTORS**

### **SECTION 3.1 POWERS**

The Board of Directors (the "Board") shall, or it may direct others to, conduct the activities and affairs of the Corporation. The Board shall exercise all corporate power unless delegated according to Section 3.2.

### **SECTION 3.2 DELEGATION OF POWERS**

The Board at a regular or special meeting by a majority vote of the directors in office at the time the vote is taken may delegate some or all of its powers to a person, persons or committee as set forth in the Articles of Incorporation and Bylaws. (See also Article 6 of these Bylaws with respect to delegation to committees and Article 7 with respect to delegation to the Chief Executive Officer.) To the extent so authorized, any such person, persons or committee shall have the duties and responsibilities of the directors, and the directors shall be relieved to that extent from such duties and responsibilities.

### **SECTION 3.3 DUTIES and RESPONSIBILITIES**

Oregon law requires a director on a board of a nonprofit corporation to discharge the duties of a director, including the director's duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner the director reasonably believes to be in the best interests of the corporation.

The general responsibilities of a board of directors is to: ensure the Corporation acts according to its mission and purpose; ensure legal compliance; provide proper financial oversight; ensure adequate Corporate resources and properly manage and use Corporate assets; oversee programs and services; set policies; plan; and maintain public relations.

Board members will diligently prepare for, attend, and participate in meetings of the Board and any committees, as needed, to carry out the duties and responsibilities of a director and the Board.

### **SECTION 3.4 QUALIFICATIONS**

Each director shall be committed to the mission and purpose of the Corporation.

The Board will be comprised of members with expertise in the following areas: local and national public education; finance; real estate; organizational leadership; K-12 and early childhood education; human resources; marketing; fundraising; community relations; multiculturalism; service learning and arts.

### **SECTION 3.5 NUMBERS**

The Corporation shall have from five (5) to twenty (20) directors, with the specific number as decided by the Board, and collectively they shall be known as the Governing Board of Directors ("Board").

### **SECTION 3.6 ELECTION OF DIRECTORS**

Directors shall be elected by the Board by majority vote at the annual meeting. A director may continue to serve after the expiration of his or her term until the Board holds election.

### **SECTION 3.7 TERMS OF OFFICE**

A Director shall serve for a two (2) year term and may be reelected without limit. In order to provide continuity, Board member's election dates will be staggered in accordance with Board action.

### **SECTION 3.8 COMPENSATION**

Directors shall serve without compensation in their position as director. Directors may receive reasonable advancement or reimbursement of expenses incurred in the performance of their duties provided that the Board approves such expenses. Notwithstanding the above, upon approval of the Board and subject to the conflict of interest provisions of Article 8, a director may receive: reasonable compensation from the Corporation for other services actually performed, reasonable payment for property received by the Corporation, and reasonable payment of benefits that are in furtherance of the Corporation's purpose.

### **SECTION 3.9 VACANCIES, RESIGNATION AND REMOVAL**

Any director may resign by giving written notice to the Chair/Co-Chair to deliver to the Board. Once delivered to the Board, a notice of resignation is irrevocable unless revocation is permitted by the Board.

Directors may be removed or suspended from office with or without cause by the vote of two-thirds (2/3) of the directors in office at the time the vote is taken at a regular or special meeting of the Board.

A vacancy occurs on the Board if the number of directors is less than five (5) or such greater number as determined by the Board. The Board shall fill such a vacancy by an election of the Board. A person elected to fill a vacancy on the Board shall hold office until the next annual meeting at which time regular elections of the Board occur.

### **SECTION 3.10 MEDIA RELATIONSHIPS**

Public understanding of and support for the Corporation is fundamental to its success. Board members shall not represent the Corporation to the media without Board authorization. The primary media contact shall be the Chair/Co-Chair. The Chair/Co-Chair may designate an officer or director to serve as media contact.

## **ARTICLE 4 MEETINGS**

### **SECTION 4.1 REGULAR MEETINGS**

The Board shall have regular meetings as required to carry out the business of the Corporation. Regular meetings shall be at such place and time as determined by the Board.

### **SECTION 4.2 SPECIAL MEETINGS**

Special meetings of the Board may be called by the Chair/Co-Chair or two (2) of the officers with notice given to each director by the one calling the meeting within at least 24 hours prior to

such meeting. A director may waive notice of any special meeting if the waiver is in writing, signed by such director, specifies the meeting for which the meeting is waived and filed with the corporate minutes or records.

#### **SECTION 4.3 ANNUAL MEETING**

The annual meeting shall be held each year in September and shall be the meeting during which directors are elected for a two ( 2 ) year term, and officers are elected for a one ( 1 ) year term.

#### **SECTION 4.4 QUORUM FOR MEETINGS**

A quorum consists of a majority of directors holding office immediately prior to any meeting. No decisions requiring Board action shall be made by the Board at any meeting at which the required quorum is not present. In the event fewer directors than a quorum are present, the remaining directors may upon a simple majority adjourn the meeting to another day and/or time. Notice of the reconvened meeting shall be given to each director.

#### **SECTION 4.5 TELECOMMUNICATIONS**

Any regular or special meeting of the Board may be held by telephone or telecommunications in which all directors participating may hear or read each other's communication during the meeting.

An e-mail meeting may be conducted by the Board as long as all directors are notified via a list maintained by the Corporation containing current e-mail addresses for all directors. A quorum must participate in the vote and the vote must be supported by majority vote. A motion must be posted to the list for three (3) days during which time directors are to comment on the motion using the "reply all" on the list. Then, all comments are to be compiled and re-circulated to the Board with the motion to the list. Each director shall then have three (3) more days in which to post a vote on the list serve. Any board member may request that the vote be conducted during a regular or special meeting, at which point the Chair/Co-Chair will see that such a meeting is arranged. The final e-mail votes of the Board will be Board action and placed in corporate records by the Secretary. (See Section 4.8 for an alternative to e-mail or other meetings.)

#### **SECTION 4.6 CONDUCT OF MEETINGS**

Meetings of the Board shall be presided over by the Chair/Co-Chair or in his or her absence, by the Vice Chair.

Directors will in good faith attempt to make decisions by consensus. Directors will use standard consensus practices and techniques including allowing minority views to be expressed and considered. When a consensus cannot be achieved, any director may request that a vote be taken. The Chair/Co-Chair will make the decision whether to call for a vote of the Board.

#### **SECTION 4.7 BOARD ACTION**

Except as provided specifically below, every decision by the Board to be considered Board action or an act of the Board requires a consensus decision of all of directors present at a meeting at which a quorum is present. If a vote is called by the Chair/Co-Chair, Board action requires a vote by the majority of directors present at a meeting which a quorum is present. In the following circumstances, the Oregon Nonprofit Corporation Act requires:

1) a vote of the majority of directors in office at the time the vote is taken and present at a meeting:

(a) to establish committees to exercise board functions as provided in Section 3.2 and

- Section 6.2 ,
- (b) to amend the Articles of Incorporation and Bylaws as provided in Article 11,
  - (c) to sell assets not in the regular course of business,
  - (d) to merge, and
  - (e) to dissolve,
- 2) in the case of conflicts of interest, a majority of directors in office who have no direct or indirect interest in the transaction as provided in the policies of Article 8; and
- 3) in the case of removing a director, two-third (2/3) vote of all directors in office as provided in Section 3.9.

A director who is present at a meeting when corporate action is taken is deemed to have assented to the action unless the director's objection or abstention to the vote is entered into the minutes of the meeting or the director delivers written notice of such objection or abstention to the Secretary immediately after adjournment of the meeting.

#### **SECTION 4.8 BOARD ACTION BY UNANIMOUS CONSENT IN WRITING**

Any Board action required by these Bylaws to be taken at a meeting of the Board may be taken without a meeting by a unanimous "consent in writing". A unanimous consent in writing is a written motion sent to all directors on the Board for Board vote. If all directors unanimously approve or unanimously disapprove the motion and each director signs the written motion to verify the vote, the motion and vote is considered Board action. A unanimous consent in writing may be transmitted or received electronically provided that electronic signatures and communications are verified by the Secretary. Motions are adopted and effective on the date that all directors have responded. The final e-mail votes of the Board will be Board action and placed in corporate records by the Secretary.

#### **SECTION 4.9 NOTICE**

Any written notice that is to be delivered to a director pursuant to these Bylaws may be delivered by electronic mail (e-mail) provided that the Secretary has received the consent of the director to such form of delivery.

### **ARTICLE 5 OFFICERS**

#### **SECTION 5.1 ELECTION OF OFFICERS**

The Corporation shall have a Chair/Co-Chairs, Vice-Chair, Secretary and Treasurer as elected by the Board from directors on the Board. Officers shall be nominated and elected at the annual meeting for a one (1) year term. An officer may continue to serve after the expiration of his or her term until such officer is replaced by an election of the Board.

#### **SECTION 5.2 RESIGNATION AND REMOVAL OF OFFICERS**

An officer may resign at any time by delivering notice to the Board in the manner and procedure as described for directors in Section 3.9. An officer may be removed without cause by a majority vote of the Board at a meeting where a quorum is present. Any vacancy in an officer position shall be filled by an election of the Board. Such person shall hold such office until the next annual meeting at which time regular elections of officers shall occur.

#### **SECTION 5.3 DUTIES OF CHAIR/CO-CHAIR**

The Chair/Co-Chair shall preside at all Board meetings at which he or she is present. Except as

otherwise provided by the Board or these Bylaws, the Chair/Co-Chair shall sign for the Corporation all contracts, agreements and other formal instruments as the Board has agreed to by Board action. The Chair/Co-Chair may vote on all matters as a director on the Board. If the Board elects Co-Chairs, the Co-Chairs shall determine the division of duties described in these Bylaws.

#### **SECTION 5.4 DUTIES OF SECRETARY**

The Secretary shall have overall responsibility for all record-keeping, including authenticating corporate records, and for notices to the Board of any Board meeting. The Secretary shall be responsible for compliance with the notice requirement as set forth in Section 4.9. The Secretary may delegate these responsibilities provided that he or she supervises such delegation.

The Secretary shall record and/or supervise the recording of the minutes of all meetings of the Board and present the transcribed minutes at or before the next proceeding Board meeting. Minutes shall include at least the following:

- a) Names of all Board members present;
- b) All motions, proposals and resolutions proposed and their disposition;
- c) The results of all decisions and if voting, the results of the votes and the vote of each director by name;
- d) The substance of any discussion, and
- e) Reference to any document discussed.

The Secretary shall distribute and collect the annual statements from each director regarding conflicts of interest as part of the conflict of interest policy described at Section 8.1.

#### **SECTION 5.5 DUTIES OF VICE-CHAIR**

The Vice-Chair shall perform the duties of the Chair/Co-Chair in the Chair/Co-Chair absence, shall oversee the Board's compliance with these Bylaws so the Board employs the necessary corporate formalities and shall have such other duties and responsibilities as determined by resolutions and/or policies of the Board.

#### **SECTION 5.6 DUTIES OF TREASURER**

The Treasurer shall be the custodian of funds of the Corporation, shall be responsible for the maintenance and/or oversight of proper records of all financial transactions of the Corporation, shall have the authority to sign finances as described in Article 9, shall review the annual financial returns prior to filing with the federal and state government, and shall comply with all financial policies of the Board. The Treasurer shall report the financial condition of the Corporation at each Board meeting and shall report on the annual returns each year.

#### **SECTION 5.7 OTHER OFFICERS**

The Board may appoint or elect any other officer and assistant officers and prescribe duties to such office as it deems necessary to carry out the functions of the Corporation.

### **ARTICLE 6 COMMITTEES**

#### **SECTION 6.1 COMMITTEES**

The Board has established an Executive Board and may establish standing committees and advisory committees as it deems necessary and desirable as described in this Article. The Board may further define by policy the composition, purpose and duties of all such committees.

## **SECTION 6.2 EXECUTIVE BOARD**

The Board shall appoint an Executive Board consisting of the officers, and such other directors as the Board may appoint from time to time by a majority vote of all directors in office. The Executive Board is a committee that exercises board functions and shall function in a manner similar to a board of directors in that it shall provide notice to its members of all meetings and shall record minutes of all Executive Board meetings. A quorum shall be a majority of all Executive Board members immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of members present. The Executive Board may appoint members of committees, develop an annual work plan for the Corporation, provide an annual budget in conjunction with the Finance Committee, and, as may be necessary from time to time, act on behalf of the Board of Directors between Board meetings and to report such decisions to the Board at the next Board meeting.

## **SECTION 6.3 STANDING COMMITTEES**

### **FINANCE COMMITTEE**

The Board may appoint a Finance Committee consisting of the Treasurer as Chair and at least two other directors appointed by the Board. The Finance Committee shall be responsible to the Board for monitoring the financial affairs of the Corporation and making recommendations to the Board of Directors whenever it is deemed appropriate.

### **OTHER COMMITTEES**

The Board may establish other committees and may appoint members outside of the Board such as staff and individuals from the community to these committees. The Board will define by policy the composition, purpose and duties of each committee. These committees include, but are not limited to: Development; Fundraising; Communication; and Outreach.

## **SECTION 6.4 LIMITATIONS ON POWERS OF COMMITTEES**

No committee may: authorize payment of a dividend or any part of the income or profit of the Corporation to its directors or officers; approve dissolution, merger or the sale, pledge, or transfer of all or substantially all of the corporation's assets; elect, appoint or remove directors or fill vacancies on the Board or on any of its committees exercising Board functions; or adopt, amend, or repeal the Articles, Bylaws, or any resolution of the Board.

## **ARTICLE 7 CHIEF EXECUTIVE OFFICER**

### **SECTION 7.1 CHIEF EXECUTIVE OFFICER**

The Board may hire or appoint a Chief Executive Officer and the Board shall be responsible for overseeing the duties of such Chief Executive Officer. The Chief Executive Officer shall conduct general overall supervision of the day to day business, operations and affairs of the Corporation. The Chief Executive Officer will provide overall, day-to-day leadership. Key responsibilities of the Chief Executive Officer shall be included in a job description, and the Board shall evaluate the performance of such Chief Executive Officer at least annually. The Chief Executive Officer shall attend meetings of the Board and shall report to the Board of the business, operations and affairs of the Corporation. The Chief Executive Officer is not a voting member of the Board.

### **SECTION 7.2 DELEGATION OF AUTHORITY**

The Board shall have the power, in accordance with Section 3.2, to delegate to the Chief

Executive Officer such executive power and authority as the Board may deem necessary to facilitate the handling and management of the Corporation's property and interests.

## **ARTICLE 8 CONFLICT OF INTEREST and WHISTLEBLOWING POLICIES**

### **SECTION 8.1 DIRECTORS' CONFLICT OF INTEREST**

Directors shall disclose their personal interest when discussing any issue that may provide a conflict. A conflict is present whenever the Corporation pays money or other compensation or provides a tangible benefit to a director, family member of the director, a business in which a director is owner or employee, or a corporation or trust (nonprofit or profit) in which the director is a director, officer or trustee. In the event of a conflict of interest, the Board shall follow the conflict of interest policy adopted by the Board. This means generally that the director who has the conflict shall recuse him or herself from voting on any issue when a conflict of interest exists.

### **SECTION 8.2 WHISTLEBLOWING POLICY**

A director shall act with a director's legal duties of care and loyalty and with the ethical standards and willingness to disclose any wrongful acts in accordance with the whistleblowing policy adopted by the Board.

## **ARTICLE 9 FINANCES AND CONTRACTS**

### **SECTION 9.1 FISCAL YEAR**

The Corporation's fiscal year is July 1 – June 30.

### **SECTION 9.2 FUNDS**

All funds of the Corporation shall be under the supervision of the Board with the duties delegated to the Treasurer and Finance Committee as provided in these Bylaws. The Chair/Co-Chair and Treasurer are authorized to receive all monies due and payable to the Corporation, to endorse for deposit checks, drafts, notes, or other negotiable instruments, and to give full discharges and receipts therefore. Funds of the Corporation shall be deposited in such bank or banks or with such other corporations, firms, or individuals, as the Board may from time to time designate. All payments from corporate funds shall be approved by the Board unless the Board has authorized by resolution or policies certain types or amounts of payment to be entered into by the Chair/Co-Chair or other officer without pre-approval by the Board. Payment of amounts equal to or in excess of five hundred dollars (\$500.00) shall require the signature of two officers. Payments of amounts less than five hundred dollars (\$500.00) shall require the signature of one officer. Financial duties and responsibilities shall be separated so that no one person has sole control over the funds of the Corporation.

### **SECTION 9.3 CONTRACTS**

All contracts for the Corporation shall be under the supervision of the Board and shall be handled as provided in these Bylaws under the duties of Chair/Co-Chair, or in the Chair/Co-Chair's absence, the Vice-Chair. All contracts shall be approved by the Board prior to any obligation by the Corporation unless the Board has authorized by resolution or policies certain types or amounts of contract to be entered into by the Chair/Co-Chair or other officer without pre-approval by the Board.

## **SECTION 9.4 AUTHORITY TO BIND CORPORATION**

Unless the Board authorizes the execution of instruments as described in its policies, no director, officer, committee, employee or agent shall have the authority to bind the Corporation by any contract or instrument or pledge its credit or render it liable monetarily for any purpose or in any amount.

## **SECTION 9.5 INSURANCE**

The Corporation shall be authorized to purchase and maintain in effect a policy or policies of insurance covering any liability of directors, officers, committee members, employees, and agents of the Corporation, regardless of whether the Corporation would have the power to indemnify such persons against the liability so insured.

# **ARTICLE 10 CORPORATE RECORDS AND REPORTS**

## **SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS**

The Corporation shall keep at its principal office, or such other location as designated by the Board:

Articles of Incorporation and Bylaws as amended to date;

Minutes of all meetings of the Board and committees exercising Board functions in the manner described in Sections 5.4 and 6.3;

Books and records of all financial accounts as described under Article 9;

A list of the names and business or home addresses of its current Board;

Copies of the annual financial statements and annual audits (State and Federal) for the three most recent years;

Copies of the federal, state, and local income tax returns and reports for the three most recent years;

Copies of the most recent annual report delivered to the Secretary of State of Oregon;

Copies of federal and state tax exemption materials; and any other document or information necessary to the maintenance and operation of the Corporation; and

Any other document or information necessary to the maintenance and operation of the Corporation.

## **SECTION 10.2 INSPECTION OF RECORDS**

Each director, or designated agent of such director, shall have the right during regular business hours to inspect, copy and make extracts of all books, records and documents of every kind and to inspect the physical properties of the Corporation.

## **SECTION 10.3 RECORD RETENTION**

The Corporation shall retain records in accordance with a record retention policy adopted by the Board. All permitted document destruction shall be halted if the Corporation is being investigated by a governmental law enforcement agency, and routine destruction shall not be resumed without the written approval of the Chair/Co-Chair or legal counsel.

# **ARTICLE 11 AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS**

## **SECTION 11.1 AMENDMENT OF ARTICLES OF INCORPORATION**

KairosPDX Bylaws: Adopted August 3, 2012 PR/Award # U282B140056

The Board by a majority vote of all directors in office may amend and/or restate the Articles of Incorporation provided that notice is given as described in Section 11.3 and such amendments and/or restatement is filed with the Office of the Secretary of State of the State of Oregon in accordance with the Oregon Nonprofit Corporation Act. (ORS 65.431-65.451)

#### **SECTION 11.2 AMENDMENT OF BYLAWS**

The Board by a majority vote of all directors in office may amend, restate and/or repeal these Bylaws, in whole or in part, provided that notice is given in accordance with Section 11.3.

#### **SECTION 11.3 NOTICE**

Notice shall be provided to the Board that states that a purpose of the meeting is to consider a proposed amendment and contain or be accompanied by a copy or summary of the amendment.

END

**EXHIBIT 2**  
**EVIDENCE OF 501(c)(3) STATUS**



Department of the Treasury  
Internal Revenue Service

P.O. BOX 2508  
CINCINNATI OH 45201

In reply refer to: 9999999999  
Mar. 18, 2013 LTR 3367C S0  
46-0987167 000000 00

00021689  
BODC: TE

KAIROSPDX  
DEBORAH A DYSON  
PO BOX 47  
NETARTS OR 97143



054088

Employer Identification Number: 46-0987167  
Tax Form: 1023  
Document Locator Number: 17053-066-30801-3  
For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from Federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into three groups:

1. Those that can be processed immediately based on information submitted,
2. Those that need minor additional information to be resolved, and
3. Those that require additional development.

If your application falls in the first group or second group, you will receive your determination letter stating that you are exempt from Federal income tax or a request for information via phone, fax, or letter. If your application falls within the third group, you will be contacted when your application has been assigned to an Exempt Organizations specialist for technical review. You can expect to be contacted within approximately 90 days from the date of this notice.

IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

General information about the application process and tax-exemption can be found by visiting our website, [www.irs.gov/eo](http://www.irs.gov/eo). If you are unable to locate the information needed, you may call our toll free number shown above Monday through Friday. When communicating with us, please refer to the employer identification number and document locator number shown above.

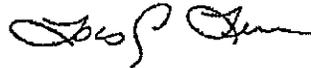
Sign up for Exempt Organizations' EO Update, a regular e-mail newsletter that highlights new information posted on the Charities pages of [irs.gov](http://irs.gov). To subscribe, go to [www.irs.gov/eo](http://www.irs.gov/eo) and click on "EO Newsletter."

9999999999  
Mar. 18, 2013 LTR 3367C S0  
46-0987167 000000 00  
00021690

KAIROSPDX  
DEBORAH A DYSON  
PO BOX 47  
NETARTS OR 97143

For other general information, tax forms, and publications, visit  
[www.irs.gov](http://www.irs.gov)

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations

Internal Revenue Service

Department of the Treasury

District  
Director

300 N. Los Angeles Street, MS 7043  
Los Angeles, CA 90012

CATLIN GABEL SCHOOL  
8825 SW BARNES RD.  
PORTLAND, OR 97225-6527

Person to Contact: L. Barragan

Telephone Number: (213) 894-2336

Refer Reply to: EO (0307) 97

Date: March 21, 1997

EIN: 93-0386804

Dear Taxpayer:

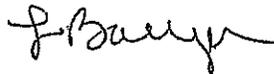
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate that this organization was recognized to be exempt from Federal Income Tax in OCTOBER 1957 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private Foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(ii).

The exempt status for the determination letter issued in OCTOBER 1957 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,



L. Barragan  
Disclosure Assistant

**Exhibit 3**

**ANNUAL REPORT AND ACCOUNTABILITY PLAN**

**NEW SCHOOL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2014-15**

**SCHOOL NAME:** KairosPDX Learning Academy Public Charter School

**Instructions:**

1. Complete at least one Action Plan for each of the following categories: Academic, Financial, and Operational.
2. If your school has more than one goal in any category, please copy/paste the templates and add Action Plan sheets as needed.
3. Goals identified should be SMART goals, that is, Specific, Measurable, Attainable, Relevant, and Time-bound.

**Submitted by: KairosPDX**

ACCOUNTABILITY PLAN DATA TEAM MEMBERS (If applicable)	
Name	Position
Zailka Gardner	Director of Education
Karen Heikes	Director of Policy and Development
Kali Ladd	Executive Director
Marsha Williams	Director of Engagement and Operations

## I. Academic Action Plan

CONTENT AREA:					
STUDENT ACHIEVEMENT GOAL (SMART GOAL): 90% of students attending KairosPDX for their Kindergarten year will be ready to read in 1 <sup>st</sup> grade as determined by the phonemic/phonics/relationship to text benchmark survey administered in the spring of kindergarten and/or the fall of their first grade year					
INSTRUCTIONAL STRATEGIES	RATIONALE	PROFESSIONAL DEVELOPMENT	ASSESS PROGRESS	USE OF RESOURCES	
<p>List specific instructional strategies you plan to use to meet your goal.</p>	<p>Why do you believe this strategy will help you meet your goal?</p>	<p>How will you increase staff capacity to implement this strategy with fidelity?</p>	<p>1. Fidelity of Implementation: List approaches to be used by instructional leaders to assure the strategy is implemented (e.g., classroom learning walks, grade level discussions, lesson plan review),</p> <p>2. Desired Student Outcomes: List specific assessments, assignments and other indicators of student success (formative and summative).</p>	<p>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</p>	
<p>Family orientation day before school begins to meet teachers and hear expectations.</p> <p>Staggered start to allow for families to come with their children to learn routines and meet teacher.</p> <p>During staggered start families complete intake survey with counselor and engagement specialist to uncover assets and share literacy best practices.</p>	<p>KairosPDX believes that families are a child's first and best teacher and we strive to equip families to support children.</p>	<p>We have a PD day prior to the school year to help KairosPDX educators connect with families.</p> <p>Throughout the year PD Fridays will be tracking family engagement.</p>	<p>1. Family intake interview before entering school to get a baseline for family understanding of early literacy</p> <p>2. 100% of families share reading practices at home and are given resources to build on their current practices.</p>	<p>A coordinator and counselor are on staff and devoted to community and family engagement.</p> <p>PD hours to assess progress specific to family engagement.</p>	

INSTRUCTIONAL STRATEGIES <i>List specific instructional strategies you plan to use to meet your goal.</i>	RATIONALE <i>Why do you believe this strategy will help you meet your goal?</i>	PROFESSIONAL DEVELOPMENT <i>How will you increase staff capacity to implement this strategy with fidelity?</i>	ASSESS PROGRESS <i>1. Fidelity of Implementation: List approaches to be used by instructional leaders to assure the strategy is implemented (e.g., classroom learning walks, grade level discussions, lesson plan review). 2. Desired Student Outcomes: List specific assessments, assignments and other indicators of student success (formative and summative).</i>	USE OF RESOURCES <i>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</i>
Collect baseline literacy information using KairoSPDX developed tool	Need real time information to be able to track growth toward goal	PD on data storage/collection	<ol style="list-style-type: none"> <li>1. Check collection and storage of assessment data on each student</li> <li>2. 100% of students have data point on literacy development by Sept.</li> </ol>	PD time to develop tool  Staggered start first week of school allows for collection of baseline assessment  Additional adults in classrooms to free teacher to gather assessment information
Work to engage all students and families through culturally relevant material	We believe student and family engagement are paramount to student success	Friday PD for teachers specific to student and family engagement around literacy	<ol style="list-style-type: none"> <li>1. Monthly PD specific to literacy assessment</li> <li>2. During monthly PD for teachers sharing classroom stories/documentation of classroom and family engagement showing 90% of children fully engaged in literacy</li> </ol>	Time to review classroom engagement and collaborate regarding next steps

<b>INSTRUCTIONAL STRATEGIES</b> <i>List specific instructional strategies you plan to use to meet your goal.</i>	<b>RATIONALE</b> <i>Why do you believe this strategy will help you meet your goal?</i>	<b>PROFESSIONAL DEVELOPMENT</b> <i>How will you increase staff capacity to implement this strategy with fidelity?</i>	<b>ASSESS PROGRESS</b> <i>1. Fidelity of Implementation: List approaches to be used by instructional leaders to assure the strategy is implemented (e.g., classroom learning walks, grade level discussions, lesson plan review). 2. Desired Student Outcomes: List specific assessments, assignments and other indicators of student success (formative and summative).</i>	<b>USE OF RESOURCES</b> <i>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</i>
<p>Considering best practices to encourage:</p> <p><b>Phonemic awareness:</b> Games, rhymes, poetry, read aloud</p> <p><b>Phonics:</b> Structured analysis of consonent and vowel sounds</p> <p><b>Comprehension/Metacognition:</b> Explicit instruction during read aloud</p> <p><b>Vocabulary :</b> Storytelling and retelling through sensory materials and dramatic play</p>	<p>These are the known building blocks of literacy development</p>	<p>Monthly Friday PD for teachers specific to literacy development</p>	<p>instruction</p> <p>1. formative assessment each grading cycle</p> <p>Instructional leader observation/collaboration during instruction</p> <p>2. 90% of children making progress from baseline assessment on 5 building blocks:</p> <ul style="list-style-type: none"> <li>• phonemic awareness</li> <li>• phonics mastery</li> <li>• vocabulary development</li> <li>• comprehension including metacognition (read aloud then indep. reading)</li> <li>• Fluency (exposure to fluent read aloud experiences then independent)</li> </ul>	<p>Mentor teacher (experienced K-1 educator) paid as resource to classroom teachers.</p> <p>PD time to develop and review formative assessments</p> <p>Volunteer /collaborating teacher supporting children to free teacher for assessments each term.</p>

<b>INSTRUCTIONAL STRATEGIES</b> <i>List specific instructional strategies you plan to use to meet your goal.</i>	<b>RATIONALE</b> <i>Why do you believe this strategy will help you meet your goal?</i>	<b>PROFESSIONAL DEVELOPMENT</b> <i>How will you increase staff capacity to implement this strategy with fidelity?</i>	<b>ASSESS PROGRESS</b> <i>1. Fidelity of Implementation: List approaches to be used by instructional leaders to assure the strategy is implemented (e.g., classroom learning walks, grade level discussions, lesson plan review). 2. Desired Student Outcomes: List specific assessments, assignments and other indicators of student success (formative and summative).</i>	<b>USE OF RESOURCES</b> <i>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</i>
<b>Fluency:</b> Listening to fluent reading (home and classroom)				
Matching students to specific literacy supports (enrichment/tutoring)	Children need varied supports to meet benchmarks	Monthly PD specific to literacy	<ol style="list-style-type: none"> <li>1. Time during quarterly formative assessment PD to review plan for each child and make adjustments.</li> <li>2. Each child meeting established goals</li> </ol>	Mon - Thursday full period is devoted to skills based instruction utilizing partnerships with local high school and college students to specifically work with individual KairosPDX students

## II. Financial Action Plan

FINANCIAL AREA (Revenue, expenditures, fundraising, debt, etc.): Financial					
FINANCIAL GOAL (SMART GOAL): "Clean" municipal audit: 2014-2015 audit will be either free of material exceptions/ deficiencies, or any such exceptions/ deficiencies will have been addressed to the satisfaction of the District					
PRACTICAL STRATEGIES	RATIONALE	PROFESSIONAL DEVELOPMENT	ASSESS PROGRESS	USE OF RESOURCES	
<p><i>List specific practical strategies tied to your financial goal.</i></p> <p>Adopt and utilize internal controls, conflict of interest, and other financial management policies.</p>	<p><i>Why do you believe this strategy will help you meet your goal?</i></p> <p>Ensure proper stewardship of public and philanthropic funds to support Kairos' mission, and ensure segregation of duties related to financial expenditures</p>	<p><i>How will you increase staff (or Board) capacity to implement this strategy with fidelity?</i></p> <p>Board will adopt policies and receive training in annual governance retreat. Financial and administrative staff will receive PD on policies and protocol prior to school operating</p>	<p><b>ASSESS PROGRESS</b></p> <p><u>1. Fidelity of Implementation:</u> List approaches to be used by organizational leaders and/or other staff to assure the strategy is implemented.</p> <p><u>2. Desired Outcomes:</u> List specific indicators of success.</p>	<p><b>USE OF RESOURCES</b></p> <p><i>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</i></p> <p>Board and staff time to consistently follow and regularly review use of financial management policies</p>	
<p>Set up and use a budget and accounting system compatible with that of the District and the requirements of the state uniform budget and accounting system</p>	<p>Required by law and charter, and aligns with municipal audit.</p>	<p>Train all administrators and support staff on fundamentals of Kairos' budget and accounting system to ensure alignment between all school documents</p>	<p>1. Budget and accounting system is established and utilized for all financial transactions</p> <p>2. Accurate and balanced monthly revenue and expenditure reports</p>	<p>Time and funds for staff and consultants to design, use, and participate in PD on accounting system.</p>	

<b>PRACTICAL STRATEGIES</b> <i>List specific practical strategies tied to your financial goal.</i>	<b>RATIONALE</b> <i>Why do you believe this strategy will help you meet your goal?</i>	<b>PROFESSIONAL DEVELOPMENT</b> <i>How will you increase staff (or Board) capacity to implement this strategy with fidelity?</i>	<b>ASSESS PROGRESS</b> <i>1. Fidelity of Implementation: List approaches to be used by organizational leaders and/or other staff to assure the strategy is implemented.</i> <i>2. Desired Outcomes: List specific indicators of success.</i>	<b>USE OF RESOURCES</b> <i>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</i>
			1. 2.	

### III. Organizational Action Plan

ORGANIZATIONAL AREA (Staffing, PD, Board relations, facility, etc.) Staffing - Diversity				
ORGANIZATIONAL GOAL (SMART GOAL): At least one-third of Kairos Learning Academy staff are staff of color for the 2014-15 school year				
PRACTICAL STRATEGIES	RATIONALE	PROFESSIONAL DEVELOPMENT	ASSESS PROGRESS	USE OF RESOURCES
<p>List specific practical strategies tied to your organizational goal.</p> <p>Targeted outreach word of mouth and papers serving communities of color.</p> <p>Leveraging connection with Coalition of Communities of Color to advertise positions</p>	<p>Why do you believe this strategy will help you meet your goal?</p> <p>Publicizing our mission and opportunity to communities of color is our best chance to hire experienced teachers and administrators of color.</p>	<p>How will you increase staff (or Board) capacity to implement this strategy with fidelity?</p> <p>Cultural competency training school wide</p>	<p>1. Fidelity of Implementation: List approaches to be used by organizational leaders and/or other staff to assure the strategy is implemented.</p> <p>2. Desired Outcomes: List specific indicators of success.</p> <p>1. Recruitment and interviewing of diverse candidates</p> <p>2. Able to hire educators of color for at least one-third of our staff.</p>	<p>How will you align your resources (people, time, dollars, materials, partnerships) to accomplish your goals?</p> <p>Advertising in local papers serving communities of color</p>



## EXHIBIT 4 FUNDING FORMULA

Kairos shall enroll students by filling out District registration forms on Synergy as specified in the Contract.

Kairos shall assess, refer, participate in the process of identifying and counting, and maintain records of students for free and reduced lunches, special education, limited English proficiency, and other special programs as required by the state.

The School District will pay Kairos a percentage of the School District's general purpose grant per ADMw under ORS 327.013 based on the actual ADMw of Kairos. The percentage shall be 80 percent of the general purpose grant for ADMw in grades K-8 and 95 percent of the general purpose grant for ADMw in grades 9-12. ADMw and ADMr shall be determined as specified in Oregon law and the rules of the ODE. Unless superseded by changes in those laws or rules, Kairos's annual poverty factor shall be the same share of Kairos's ADMr as the School District's poverty factor bears to the School District's ADMr under ORS 327.013.

The District agrees to pass through additional monies as provided by the State of Oregon for qualifying ELL students. This will be in the amount of one ADMw plus an additional .5 ADMw per student and will be added to the regular monthly payment. Kairos agrees to meet all educational requirements, as well as those related to identifying, serving, and testing ELL students. In order to receive additional payments for these students, Kairos must first submit a plan to serve ELL students that must be approved by the District's ESL department, and all ELL students must be correctly identified in Synergy as such.

All payments shall be made to Kairos and will be in accordance with the provisions of the Act.

**The July payment shall be 10 percent of the estimated annual payment under this Contract for the Kairos school year. The estimate shall be based on the most recent official Department of Education estimate of the School District's general purpose grant and a mutually agreed upon estimate of Kairos's annual ADMw. This estimate shall be based on a reasonable estimate of the following year's enrollment that does not exceed the maximum projected enrollment listed in the Application. One tenth of this advance shall be deducted from the calculated subsequent payments. This payment schedule will begin in July, 2014.**

**Payments shall be based on actual enrollment reports. Kairos shall file membership reports within Five (5) working days after the end of each month. If filed timely, the School District shall make payment within Ten (10) working days after the 15<sup>th</sup> day of the month, unless Kairos is more than 30 days late in submitting the following deliverables, notice of withholding is provided by the District and such lateness is due to the neglect of Kairos: Kairos's municipal audit, quarterly unaudited financial reports, Kairos staff lists, staff background checks, Kairos's annual Accountability Plan and Report, and Kairos's annual budget. In this case, payment will be withheld until the delinquent item(s) is/are received, and withheld payments will be made on the next scheduled pay date following receipt of the required deliverables.**

Each payment shall be calculated by multiplying the actual weighted average daily membership by a daily rate. The daily rate shall be calculated by dividing the current official Department of Education estimate of the School District's general purpose grant by the number of instructional days in Kairos's annual calendar. The number of days shall not be less than 170.

As adjustments are made to Department of Education estimates and corrections are made to Kairos's enrollment and weighting factors, the School District shall calculate the effect of these adjustments on the annual revenue of Kairos and the corrections necessary to payments already made. If these adjustments show that higher payments should have been made to Kairos, each remaining payment for the year shall be increased in equal amount to pay the additional funds. If the adjustments show lower payments should have been made to Kairos, each remaining payment shall be reduced in equal amount. If the adjustments become known after the last payment for the year, the School District shall increase or reduce the next scheduled payment for the following year by the full amount of the adjustment. If no payment is scheduled within 60 days after the adjustments become known, the School District shall pay or bill, as applicable, Kairos the full amount of the adjustment.

		Approx date	Formula
July	Advance 1	July 25	10% Annual Estimate
September	Payment 1	Sep 25	Aug enroll. – 10% Adv.
October	Payment 2	Oct 25	Sep enroll. – 10% Adv.
November	Payment 3	Nov 25	Oct enroll. – 10% Adv.
December	Payment 4	Dec 25	Nov enroll. – 10% Adv.
January	Payment 5	Jan 25	Dec enroll. – 10% Adv.
February	Payment 6	Feb 25	Jan enroll. – 10% Adv.
March	Payment 7	March 25	Feb enroll. – 10% Adv.
April	Payment 8	April 25	March enroll. – 10% Adv.
May	Payment 9	May 25	April enroll. – 10% Adv.
June	Payment 10	June 25	May enroll - 10% Adv
July	Payment 11	July 25	June enroll



P.O. BOX 2508  
CINCINNATI OH 45201

In reply refer to: 9999999999  
Mar. 18, 2013 LTR 3367C S0  
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KAIROSPDX  
DEBORAH A DYSON  
PO BOX 47  
NETARTS OR 97143



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Employer Identification Number: 46-0987167  
Tax Form: 1023  
Document Locator Number: 17053-066-30801-3  
For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from Federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into three groups:

1. Those that can be processed immediately based on information submitted,
2. Those that need minor additional information to be resolved, and
3. Those that require additional development.

If your application falls in the first group or second group, you will receive your determination letter stating that you are exempt from Federal income tax or a request for information via phone, fax, or letter. If your application falls within the third group, you will be contacted when your application has been assigned to an Exempt Organizations specialist for technical review. You can expect to be contacted within approximately 90 days from the date of this notice.

IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

General information about the application process and tax-exemption can be found by visiting our website, [www.irs.gov/eo](http://www.irs.gov/eo). If you are unable to locate the information needed, you may call our toll free number shown above Monday through Friday. When communicating with us, please refer to the employer identification number and document locator number shown above.

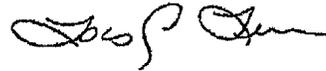
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For other general information, tax forms, and publications, visit  
[www.irs.gov](http://www.irs.gov)

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations

# KAAREN K. HEIKES

## **EDUCATION:**

K-12 Education Administrator Licensure ~ Portland State University: Portland, Oregon (2001)

Master of Science in Educational Policy, Foundations and Administration ~ Portland State University: Portland, Oregon, Magna Cum Laude (1998)

Bachelor of Arts in English; Secondary teaching certification ~ Central Washington University: Ellensburg, Washington (1989)

## **LEADERSHIP EXPERIENCE: PUBLIC AND NONPROFIT SECTORS**

### **KairosPDX: 3 years**

2011-present

Co-Founder and Vice-Chair of nonprofit committed to closing the racial achievement gap in North Portland through a public K-5 charter school, early learning services, and family connections program. Key functions: establish new organization, including vision, goals, programs, and infrastructure (human resources, financial, legal, governance, programmatic, etc.); develop and manage budgets, create organizational and programmatic policies and procedures, community outreach and engagement, strategic and business planning,

### **Public Charter School Arena: 11 Years**

**Northwest Center for Educational Options – Founder & Executive Director**  
**Charter Schools Development Center – Oregon Director**

2008-2013  
2004-2008

Core function: collaboratively create and advocate for the development, operation, sponsorship, and accountability of quality public charter schools. Key responsibilities and accomplishments include:

- Effectively engaged practitioners and stakeholders from all charter school constituencies in numerous effective efforts and initiatives, including those related to charter school quality standards, technical assistance, best and promising practice sharing, legislation, policy, and professional development;
- Assisted dozens of charter school developers in designing and establishing high-quality public charter schools;
- Assisted many sponsoring school districts and the State Board of Education in developing and implementing rubrics and protocols to evaluate proposed and operating charter schools;
- Conducted in-depth, extensive training/professional development via workshops, annual conferences, individual school board trainings on charter school development, district authorizing practices, charter school governance, special education, academic standards and assessment, outreach to diverse student populations, leadership and succession, sound financial management systems, charter renewal, serving underserved students, and other key issues;
- Created many successful charter school proposals and contracts, as well as publications and other resources related to all key aspects of charter school development and operation;
- Represented Oregon charter schools in many state and national conferences and other efforts;
- Served as key, bipartisan voice of Oregon's charter schools in the policy and advocacy arenas, advocating for quality charter school policies with the Legislature, State Board of Education and other policy-makers and stakeholders;

- Evaluated all charter schools sponsored by the State Board of Education; and
- Created “Guide to State Board of Education Charter School Sponsorship”

## Education Service Districts: Six years

### Northwest Regional Education Service District

2001-2004

#### Administrator, Charter School Development (2002-2004)

Coordinated the start-up of new public charter schools in rural communities throughout two counties.

Primary accomplishments:

- Coordinated all aspects of designing new charter schools with both district authorizers and charter developers;
- Procured \$2 million for design and implementation of new schools;
- Wrote charter proposals and charter contracts for new schools;
- Designed and managed school budgets;
- Interfaced with Oregon Department of Education and influenced laws, statutes, administrative rules, incentive grants and school start-up protocols;
- Served on public charter school grant review teams for the Oregon Department of Education;
- Established governance structure (including non-profit incorporation), educational program, assessment, and all other aspects of K-12 charter school programs; and
- Regularly facilitated school development initiatives with district boards, non-profit boards, district superintendents, other educators, parents, business partners, students, and other key community stakeholders.

#### Grants Specialist (2001-2002)

Served as member of Portland metro-area administrative leadership team, facilitating fund development to achieve strategic priorities of the agency and twenty component districts. Primary accomplishments:

- Collaborated with other district administrators to identify funding priorities;
- Facilitated collaborative grant development efforts amongst twenty component school districts in four counties;
- Worked with government agencies, public and private foundations and corporations to acquire funds (approximately \$6.5 million) to support district programs and services;
- Conducted fundraising trainings for agency and district leaders;
- Provided technical assistance to individual districts and consortia of districts for specific grant development projects;
- Presented at numerous education conferences and symposiums on fundraising;
- Participated on ESD cabinet; and
- Design research-based programs and initiatives related to K-12 school improvement, special education and technology.

#### Multnomah Education Service District; Administrator, Alternative Education (1998-2001)

Coordinated all aspects of *Alternative Pathways* – a school improvement / post-secondary transition project involving ten Portland alternative schools and two large community colleges, providing alternative school students with School-to-Work, access to high academic standards, and articulation to post-secondary education accompanied by intense support services. Primary responsibilities:

- Developed this new, innovative in collaboration with diverse partners, i.e., participating alternative schools, community colleges, technical institutes, businesses, agencies, State and others;
- Secured over \$2 million federal grant dollars to fund the project;

- Facilitated initial strategic planning, including goals, objectives, strategies and performance indicators related to student, school and program success; subsequently utilized a continuous improvement model to measure and modify progress on a quarterly and annual basis;
- Monitored progress towards project and grant commitments;
- Designed and coordinated evaluation at partner and project-wide levels;
- Facilitated curriculum component, including coordinating articulation with community colleges, designing curriculum outcomes, coordinating curriculum task forces and institutes, providing technical assistance to teachers and principals around curriculum implementation, identifying appropriate curriculum materials for ten alternative schools;
- Formulated agreements between alternative schools, colleges, and businesses;
- Managed all funds and program expenditures;
- Supervised curriculum specialists, student advocates and support staff; and
- Disseminated project at local and national conferences.

### **Regional Policy and Program Leadership: two years**

**Worksystems, inc.; Portland, OR; School-to-Work and Youth Policy Coordinator 1996-1998**

Primary responsibilities:

- Managed multi-million dollar budget consisting of federal and local government funds for at-risk youth education and workforce development programs;
- Procured and allocated public and private funds for alternative schools and other programs serving at-risk youth;
- Staffed Youth and School-to-Work board and committees;
- Represented agency on multiple community boards and policy groups;
- Provided input on fiscal allocations, policy, program design, and youth program outcomes during transition from JTPA to WIA;
- Developed and implemented policy around region-wide School-to-Work and at-risk youth issues and programs, in collaboration with numerous schools, districts, agencies, and businesses;
- Presented frequently to various boards and project teams; and
- Negotiated and managed performance-based contracts.

### **Middle and High School Administrator/Teacher: Five+ years**

**Sekolah Pelita Harapan (National school); Jakarta, Indonesia (1994-1996)**

Established and managed secondary English program. Primary responsibilities:

- Supervised 15 U.S. teachers as English/ESL Department Chair;
- Co-designed 12 level English/ESL curriculum for grades 6-12;
- Implemented curriculum, including all secondary English text books and other instructional materials;
- Assessed, placed and monitored students' academic progress; and
- Instructed U.S. and Indonesian secondary students in English.

**Quest Schools; Tigard, OR; (1991- 1994)**

Primary responsibilities:

- Created, implemented and managed all aspects of an alternative school middle school program;
- Taught all subjects in self-contained classroom of highly at-risk middle school students; and
- Coordinated and provided individualized instruction for high school students during summer school and after-school programming.

**Substitute Teacher: Thurston County, WA (1990-1991)**

**KairosPDX Learning Academy**  
**RECRUITMENT /ADMISSION / LOTTERY POLICY**

**RECRUITMENT PLAN**

The outreach program is strategic and targeted to ensure diversity. Thus it includes, but is not necessarily be limited to:

- The development of promotional materials, such as brochures, flyers, more postcards, and media press kits in English as well as Spanish; and others as it gains the capacity.
- Visits to local preschools community centers, religious organizations, Chambers of Commerce and community organizations to publicize the potential school;
- Attendance and participation at local events and activities to promote the potential school and to meet prospective students and their families;
- Distribution of promotional material to local businesses, libraries and Community Centers
- Weekend parent-child “Learning Experiences” organized by KairosPDX to familiarize prospective students and their families with the Inquiry based Learning program;
- Open house and school tour visits on a regular, on-going basis to offer opportunities for perspective students and their families to learn more about the curriculum;

KairosPDX will document its outreach efforts and results and utilize this information to refine its outreach efforts to achieve racial, socio-economic and ethnic balance of its student population.

**MEDIA & COMMUNICATIONS**

KairosPDX will work with these media outlets to publicize the potential school & focus group

- Skanner
- Portland Tribune
- Portland Observor
- El Hispanic News
- Asian Reporter
- OPB
- Oregonian
- Catholic Sentinel (Vietnamese Catholic Churches)

**COMMUNITY BASED ORGANIZATIONS**

KairosPDX will work with our partner Community Based Organizations and Government Agencies to post information about the the school, including outreach and information sessions:

- Coalition of Communities of Color Members (i.e. Latino Network, NAYA, SEI, CIO, )
- Peninsula Children’s Center
- PO Shines Café
- Society for Haitian Arts and Culture
- Pacific Islander Elders Council
- Home Forward – New Columbia and Humboldt Gardens
- All on Community
- DHS Child Welfare Alberta Branch
- Albina Ministerial Alliance
- Urban League

- Portland African-American Leadership Forum
- SEI
- African-American Chamber of Commerce
- Friends of the Children
- IDEA
- Portland Opportunities Industrialization Center
- Mercy Corps

**List owners of the following internet newsgroups have agreed to post information about our school, including outreach and information sessions:**

- Mocha Moms
- Jack and Jill of Portland
- Nike Black Employee Network
- Nike Hispanic Employee Network
- Intel Black Employee Network
- Intel Hispanic Employee Network
- Compassion North Portland
- North Portland Education Network
- KairosPDX Early Learning Network

**Regularly visit targeted Preschools and Early Learning Communities in North & Northeast Portland, including:**

- Albina Headstart
- DHS
- Aprende Con Amigos Preschool
- Luv's Place
- Flouriche
- KairosPDX ELN
- Other specific sites in North/Northeast

**Regularly visit targeted Community Centers in North & Northeast Portland, including:**

- St Johns
- Peninsula
- University Park
- Columbia Pool
- Matt Dishman

**Regularly visit and participate in functions sponsored by Historically Black Churches in North & Northeast Portland, including:**

- Life Change Church
- Mount Olivet
- Emmanuel Temple
- Eleven 45
- Red Sea North Portland

- Celebration Tabernacle
- Maranatha
- NE Community Fellowship
- The Well
- Emmaus
- Wilshire United Native American Methodist

**ADMISSION:** KairosPDX Academy is a public charter school, a public school of choice, thus student enrollment is voluntary. Admission to KairosPDX Academy may only be limited by a student’s age and grade level, and will not be limited on the basis of ethnicity, national origin, race, religion, disability, gender, sexual orientation, income level, proficiency in English language or athletic ability. KairosPDX Academy does not make participation in fund-raising activities a condition of admission to the charter school. Enrollment in Kairos Learning Academy is open to students who reside in the Portland Public School District, and if space is available, to students who do not reside in the District. Nonresident students who enroll in Kairos Learning Academy are not required to obtain an interdistrict transfer or other release from their resident district. Enrollment priority will be given—contingent upon available space in applicable grade levels—to siblings of students currently enrolled in the charter school who were also enrolled the prior year (as allowed by ORS 338.125(1)). A student seeking enrollment in KairosPDX Academy for the first time must meet all age and immunization prerequisites for admission as set out in state law and school policies.

KairosPDX Academy only enrolls and serves students on a full-time basis, not part-time. “Admission” means that the student has (1) applied to KairosPDX Academy; (2) successfully completed the lottery, if applicable; and (3) been formally enrolled in KairosPDX Academy and, in the case of a student who is eligible for special education and related service under the Individuals with Disabilities Education Act, and the District’s Individual Education Plan or Program (IEP) team deems KairosPDX Academy to be a proper placement. Application Procedures: Parents interested in their children attending KairosPDX Academy will complete a simple application with basic information regarding the prospective student’s name, age, grade, and address, and submit this application to the school during an enrollment period. Applications will be available in hard copy from KairosPDX staff during information sessions provided either at KairosPDX’s facility or hosted by one of our community-based partners.

KairosPDX Academy may conduct up to three enrollment periods for each year. The Administration will set deadlines by which applications must be received for each enrollment period. These deadlines may change from year to year at the discretion of the Administration. During each enrollment period, the number of students who may be accepted into a grade may not exceed the number of available spaces. During the first enrollment period, the number of available spaces will be equal to the maximum enrollment for that grade. During subsequent periods, the number of available spaces is the maximum enrollment, minus the number enrolled during previous periods.

Given the targeted population KairosPDX is committed to serving, and high rate of expulsion for students of color, a school Administrator will determine whether to accept students expelled from a District or non-District school, for reasons other than a weapons policy, on a case-by-case

basis, depending on the circumstances of the expulsion.

If the number of applicants exceeds the spaces available for enrollment or the capacity of the charter school, the charter school will admit students for enrollment by equitable lottery selection process.

**LOTTERY:** Lottery: If the number of applicants exceeds the spaces available for a particular grade level or the total capacity of the charter school, the charter school will select students for enrollment by an equitable lottery selection process; a literal drawing of student names from a bowl, conducted in a public meeting. PPS resident students will have priority, even in the lottery, over non-resident students. Enrollment priority will also be given—contingent upon available space in applicable grade levels—to siblings of students currently enrolled in the charter school who were also enrolled the prior year (as allowed by ORS 338.125(1)).

Waiting lists: After KairosPDX Academy has met its student capacity each year, two waiting lists will be established. A resident student waiting list for each grade level will be established with the order being established through an equitable lottery. Also, a non-resident student waiting list will be established for each grade level with the order being established through an equitable lottery. Once the annual waiting lists are established, students are added to the respective list on a first come, first serve basis. KairosPDX Academy will fill student vacancies using the waiting lists. Students on the resident waiting lists at each grade level will fill vacancies prior to students on the non-resident list. Applications for enrollment and waitlists will be maintained in the pool for the period of the school year. Applications for enrollment in subsequent school years must be resubmitted according to the regular charter school admission/enrollment process.

Enrollment: Once students are granted a spot via the lottery, parents must confirm the spot by submitting complete enrollment forms according to KairosPDX Academy deadlines

### **Special Education Identified Students**

Kairos Learning Academy does not discriminate on the basis of disability and will enroll all students without limitation. Students with a current individual education plan or IEP may be admitted and enrolled in the charter school in accordance with the same process and policies as any other students. 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 IEP team must meet and determine that Kairos Learning Academy is a proper placement for the student for the student to continue enrollment after admission. Once enrolled, the student's IEP team—which will include a Kairos Learning Academy Administrator, Board Member, and/or the student's assigned Teacher—will decide if the IEP requires revision to meet the student's education plan as set out in the IEP or if the charter school is the least restrictive environment for the student.

**KairosPDX Learning Academy**  
**BIBLIOGRAPHY**

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## KairosPDX Learning Academy

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Winner M.G., (2003). *Thinking about You, Thinking about Me: Philosophy and Strategies for Facilitating the Development of Perspective Taking for Students with Social Cognitive Deficits*. Jessica Kingsley Publishers

# ZALIKA GARDNER

• zalika@kairospdx.org

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What could be more important than teaching? Or more demanding or inspiring or utterly magical for that matter? For this daily crafting of community and learning, I was born. I know, because after 20 years I remain captivated by children, drawn deeper into the mysteries of learning and left breathless at the prospect of a new educational adventure.

## **Strengths**

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- Building Relationships
- Parent Communication
- Observation
- Collaboration
- Child Development
- Holistic Assessment
- Flexibility
- Creativity / innovation
- Differentiated Instruction
- Literacy Instruction
- Emergent curriculum
- Diversity Facilitation
- Cultural Competency

## **Education**

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### **Oregon Initial II Teaching License**

Renewed: May 31, 2010

### **Teacher's College Columbia University**

M.A.T. Educational Leadership  
Klingenstein Fellow, 2001-2002  
Project: "Multicultural Minds"

October 2003

### **Scripps College**

B.A. Psychology  
California Clear Multiple Subject  
Los Angeles Unified School District

May 1994

Elementary Endorsement: June 1996

## **Professional Experience**

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### **KairosPDX Learning Academy Public Charter School** Portland, Oregon

Position:

#### **Director of Education**

June 2014-present

Co-founded nonprofit dedicated to eradicating the racial achievement gap in North Portland and serving as a catalyst for systemic change in Oregon's K-12 school system. Key functions: develop educational program for early learning and K-5, cultivate and secure individual donors and partners, and launch new public charter school, KairosPDX Learning Academy.

### **Sunnyside Environmental School**

Portland, Oregon

Position:

#### **School Improvement Specialist**

August 2013-June 2014

Functioned as vice principal in this K-8 PPS focus school. Core responsibilities: discipline, student assessment, chairing the Student Services Group, TAG evaluations, participating on IEP teams; providing student supports such as social-emotional groups and literacy groups; co-facilitating the school's Parent Equity Group; leading professional development around data collection and interpretation for the purposes of improving instruction for the entire K-8 faculty.

# ZALIKA GARDNER

• zalika@kairospdx.org

## **Portland Children's Museum**

Portland, Oregon

Position/s:

### **Cultural competency consultant**

2011-present

This position allowed me the opportunity to both work with one staff for an extended period of time around equity, building community, common understanding and culturally competent practice.

## **Opal Charter School Portland Children's Museum**

Portland, Oregon

Position/s:

### **Anchor Teacher First and Second grade**

2011-2013

In this setting I am both mentor and mentee, putting into practice my expertise in classroom management and student engagement while learning about the philosophy practiced in Reggio Emilia, Italy.

## **Catlin Gabel School**

Portland, Oregon

Position/s:

### **Second Grade Teacher**

2008 – 2011

### **Volleyball Coach, Middle School Girls**

2004 – 2011

### **First Grade Teacher**

1997 – 2007

In this setting my strengths include: Parent and colleague communications. Leading literacy efforts within my teaching team as well as observing and serving the needs of my students across the curriculum. Reaching out to a school wide faculty and students to share ideas and my commitment to multicultural studies. Serving in leadership as a liaison between faculty and our administration.

## **Lewis & Clark College**

Portland, Oregon

Graduate School of Education and Counseling

Position:

### **Summer Adjunct Professor in the Master of Arts in Teaching program**

Courses Taught:

#### **Child Development and Learning**

2005 - 2009, 2011

#### **Literacy Instruction**

2007

#### **Social and Historical Perspectives**

2010

My interest in this position grew out of my desire to serve public education by impacting public school educators. I've discovered new gifts while motivating passionate adult students to give me their best. Facilitation of discussions and crafting a diverse yet inclusive community are my passions and strengths.

## **Holmes Avenue Elementary School**

Los Angeles, CA

Position:

### **First and Second Grade Teacher**

September 1994 – June 1997

My teaching required creativity and skill. In most cases, I not only provided my students their academic experience but created much of our shared social and emotional context as well. I am a stronger educator for having begun my journey here.

# ZALIKA GARDNER

• zalika@kairospdx.org

## Leadership and Facilitation

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**Professional Development Facilitator**  
**Catlin Gabel School**

Portland, Oregon

Courses Taught:

“Diversity Take II”

May 2010

“Diversity 101”

February 2010

“Diversity”

September 2009

“Multicultural Minds”

October 2003

Throughout my time at Catlin Gabel I have worked on issues of inclusion, race and diversity. At times my work is with individual families as they work through their own entry into this community. At other times it is on committees, and I have recently provided consultation and direct facilitation of diversity workshops for parents, students and faculty. My ability to connect with families in the primary grades and continue relationship as students seek their adolescent identity is a comfort to families of color, in particular the African--American families in our community.

**Professional Development Facilitator**  
**CFFEE (Coaching for Educational Equity)**

Eugene, Oregon

Course Taught:

“Taking It Up” Table Facilitator

October 2010 & May 2011

The Coaching for Educational Equity conference seeks to... “Build will, skill and knowledge to interrupt racial inequities in Oregon’s Schools.” My facilitation of a table of educators unknown to each other or myself draws on my ability to create communities of respectful discourse and remain open to possibility. I engage educators in discussions of power and privilege while recognizing the presence of a variety of experiences and entry points into the discussion.

**Head of the Faculty Staff Forum**  
**Catlin Gabel School**

Portland, Oregon  
2009 – present

This work required diplomacy, follow through and analysis of human dynamics and organizational psychology. My ability to motivate people to both honesty and confidentiality were essential to our successful partnering with a willing administration. My work with an outside consultant required synthesis and decisive action as well as clarity of intent and outcomes. This role additionally provided frequent public speaking opportunities to inform and hopefully inspire.

Gardner | 3 of 4 pages

**Mentor Teacher**  
**Catlin Gabel School**

Portland, Oregon  
September 1999 to present

Through this position I help new teachers craft well paced lesson plans, encourage interns to listen to the many ways children communicate and support emergent, responsive curriculum.

## **Professional Development**

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Oregon Association for the Education of Young Children	October 2012
National Reggio Alliance Summer Symposium	June 2012
Center for Community Engagement, "Creating Minds Symposium"	October 2010
CFEE (Coaching for Educational Equity)	July 2010
First Steps, "Foundational Fractions"	August 2010
All Kinds of Minds, "Meeting the Needs of All Kinds of Brains"	June 2009
First Steps, "Number"	December 2008

## Budget Narrative File(s)

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\* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

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

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

**KairosPDX Learning Academy**  
**BUDGET NARRATIVE: Year 1**

**TRAVEL**

\$5,000: Travel (travel/participation in CSP project director meeting and local/in-state travel for partnership building and student outreach/recruitment).

**EQUIPMENT**

\$5,000: Student physical fitness equipment (tumbling mats, jump-ropes, volleyballs, basketballs, soccer balls, hoola hoops, mobile basketball hoops, nets for soccer and volleyball, etc.)

45,000: Furniture for three classrooms (tables, student and teacher chairs, cubbies, bookshelves, etc., through <http://www.communityplaythings.com>)

\$5,580: Chromebooks, class set of 20 (\$279 each) for student assessment (NWEA and State/Smarter Balance)

\$5,000: laptops (\$625 x 8), for use by 11 staff (four teachers, one administrative assistant, one counselor, one mentor teacher, and four administrators).

\$2,200: MakerBot Replicator #2, 3D printer – will enable physical manifestation of computer-aided design (CAD) projects

\$950: MakerBot Digitizer Desktop 3D Scanner, turns physical object into computer-modifiable design which can be modified and then 3D printed.

\$550: Fireproof filing cabinet for student files

\$600: Kiln for art studio

**SUPPLIES**

\$2,650: Fountas and Pinnell Leveled Literacy Intervention (LLI) Green System

\$300: Reading A-Z – membership for 3 classrooms

\$375: Assessment – Benchmark A-Z, System 1

\$13,000: Student Art Studio Set-Up (wire cutters, brushes, clay boards, drying racks, storage containers, collage materials, art supplies, etc.)

\$7,200: Screenflex room dividers = (4 x \$1,800, one per classroom and one for multi-purpose room)

\$880: Musical instruments (\$600 for classroom set of djembe drums, \$200 for classroom set of tambourines, \$80 for classroom set of maracas)

\$450: Maps (\$150 per classroom)

\$8,117: Classroom Building Sets:

- Legos Duplo Simple Machines Classroom Pack (\$2,400) - students will utilize to investigate simple machines, i.e., gears, pullys, levers, wheels, axels...and will tie this to Common Core and NextGen science and math standards.
- Atoms (\$2,800) - Building blocks that enable students to power-up objects built with Lego-brand (and other) products, comes with free app. This is 3D visual programming that aligns with computer programming (four types of color-coded “atoms:” sensor, power, logic, and action).
- Roominate (\$1,000) – innovative engineering, architecture, design and building STEM kit designed by girls for girls explicitly to encourage girls to pursue education and careers in STEM fields.
- K’Nex Education sets (\$1,050), primary grade STEM building manipulatives; \$330 (4 @ \$82.50): KID K’NEX Classroom Collection; \$360 (4 @ \$90.00) [KID K’NEX Transportation](#); \$360 (4 @ \$90.00) [KID K’NEX Organisms and Lifecycles](#)
- Kaplas Construction Manipulatives (\$867), \$289 x 3 classroom sets of 1,000 pieces

\$5,000: a collection of standard (for cooking) and metric (scientific) manipulatives and measurement tools to include (e.g., measuring cups and spoons, tape measures, beakers).

\$2,500: Wood working shop and “tinkering” tools (e.g., hand-saws, pliers, drills, clamps, screwdrivers, wrench sets, vices).

\$8,000: Student books for reading and teaching literacy, featuring diverse people, places and cultural norms.

\$975: Miscellaneous building and construction materials to be used and reused for temporary construction by children, not as permanent structures (e.g., PVC piping, copper piping, hinges, latches, etc).

\$1,000: Donor database software

### **CONTRACTUAL**

\$109,200: hours of consulting @ \$50 for design and alignment (to Common Core) of curriculum, instructional strategies, and student assessment; training teachers to use NWEA student assessment system; development of school policies; inaugural board governance training; fashion and establish school culture; design human resource system; attorney legal assistance related to 501(c)(3) processing; set up school accounting system, create fiscal management protocols and other components of a sound financial system; student outreach and recruitment; development of marketing materials for prospective students/families as well as prospective partner organizations and prospective funders; and creating professional development plans and materials.

**INDIRECT:** \$11,76 – 5% indirect

**TOTAL: \$241,003**

**KairosPDX Learning Academy**  
**BUDGET NARRATIVE: Year 2**

**TRAVEL**

\$16,000: Travel (travel/participation in CSP project director meeting and local/in-state travel for partnership building and student outreach/recruitment; Reggio study tour for two educators).

**EQUIPMENT**

30,000: Furniture for two classrooms (tables, student and teacher chairs, cubbies, bookshelves, etc., through <http://www.communityplaythings.com>)

\$3,600: Screenflex room dividers (2 x \$1,800, one per new classroom)

\$5,580: Chromebooks, class set of 20 (\$279 each) for student assessment (NWEA and State/Smarter Balance)

\$500: Digital video cameras (\$100 x 5, one per classroom)

\$660: Scanners (\$110 x 6, one per classroom and one for administrators)

\$14,850: ELMO Visual Presenter (\$4,950 x 3) to project student work during class discussions

\$2,100: laptops (\$700 x 3) for new teachers (as we add classes).

\$8,000: iPads (\$400 x 20), two class set – 1 per pair of primary-grade students to utilize to capture and document learning since they cannot write yet, i.e., when one student is ready to document or present or archive his/her project, his/her partner uses the iPad to record it.

**SUPPLIES**

\$500: Reading A-Z – membership for 5 classrooms

\$375: Assessment – Benchmark A-Z, System 2

\$13,000: Student Art Studio Set-Up (wire cutters, brushes, clay boards, drying racks, storage containers, collage materials, etc.)

\$867: Kaplas Construction Manipulatives (\$289 x 3 classroom sets of 1,000)

\$400: Maps (\$200 per 2<sup>nd</sup> grade classroom)

\$600: Musical instruments (\$200 for classroom set of recorders, \$400 for classroom set of xylophones)

\$2,975: Fountas and Pinnell Leveled Literacy Intervention (LLI) Blue System,

\$2,200: Investigations Math Curriculum (Grade 2), two classroom sets

\$1,692: Every Day Counts Calendar Math (grades K-5), Houghtin Mifflin

\$10,000 = Student books for reading, teaching literacy, and STEM, featuring diverse people, places and cultural norms.

\$150: Lap-Whiteboards – double sided (7 packs of 6)

**CONTRACTUAL**

\$120,000 = 2,400 hours of consulting @ \$50 for refinement of curriculum for K-1; design and alignment of curriculum for grade 2; refinement of instructional strategies, and student assessment; board training; student outreach and recruitment; development of marketing materials for prospective students/families as well as prospective partner organizations and prospective funders; creating professional development plans and materials; program evaluation; professional development for teachers.

**INDIRECT:** \$11,702 – 5% indirect

**TOTAL: 245,751**

**KairosPDX Learning Academy**  
**BUDGET NARRATIVE: Year 3**

**TRAVEL**

\$17,000: Travel (travel/participation in CSP project director meeting and local/in-state travel for partnership building and student outreach/recruitment; Reggio study tour for two educators).

**EQUIPMENT**

60,000: Furniture for new classrooms (tables, student and teacher chairs, cubbies, bookshelves, etc., through <http://www.communityplaythings.com>)

\$7,200: Screenflex room dividers (4 x \$1,800, one per new classroom)

\$8,000: Tablets for incoming classes (iPad or Microsoft tablet)

\$1,000: Logitech Video-conferencing hardware for tele-conferencing in global studies work

\$3,200: laptops (\$800 x 4) for new teachers (as we add classes).

\$1,200: (\$150 x 8) Camcorders for student-led media classes and documentation

\$1,500: Design Software

\$10,000: One In-Focus Mondo Pad to use for art and STEM instruction across all classrooms

\$14,850: ELMO Visual Presenter (\$4,950 x 3) to project student work during class discussions

**SUPPLIES**

\$13,000: Student Art Studio Set-Up (wire cutters, brushes, clay boards, drying racks, storage containers, collage materials, etc.)

\$1,000: Maps (\$200 per new classroom)

\$10,000 = Student books for reading, teaching literacy, and STEM, featuring diverse people, places and cultural norms.

\$5,000= Garden supplies for children to create their own learning gardens (planter boxes, child sized hoes, starters, fence, stalks, etc.)

\$5,220: Investigations Math Curriculum (grades 3-5, two sets per grade)

**CONTRACTUAL**

\$70,000 = 1,400 hours of consulting @ \$50 for refinement of curriculum for K-2; design and alignment of curriculum for grade 3-5; refinement of instructional strategies, and student assessment; board training; student outreach and recruitment; professional development; program evaluation.

**INDIRECT: \$11,408 – 5% indirect**  
**TOTAL: \$239,579**

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

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

Name of Institution/Organization

KairosPDX

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						
2. Fringe Benefits						
3. Travel	5,000.00	16,000.00	17,000.00			38,000.00
4. Equipment	64,880.00	65,290.00	106,950.00			237,120.00
5. Supplies	50,447.00	32,759.00	34,220.00			117,426.00
6. Contractual	109,200.00	120,000.00	70,000.00			299,200.00
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)	229,527.00	234,049.00	228,170.00			691,746.00
10. Indirect Costs*	11,476.00	11,702.00	11,409.00			34,587.00
11. Training Stipends						
12. Total Costs (lines 9-11)	241,003.00	245,751.00	239,579.00			726,333.00

**\*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 KairosPDX	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						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

**SECTION C - BUDGET NARRATIVE (see instructions)**

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

**1. Project Director:**

Prefix: Ms.	First Name: Zalika	Middle Name:	Last Name: Gardner	Suffix:
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Address:

Street1:	3635 N. Williams Avenue
Street2:	
City:	Portland
County:	
State:	OR: Oregon
Zip Code:	97227
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
503-567-9820	

Email Address:  
info@kairospdx.org

**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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