LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
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Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Business Meeting of the Board

Date	**Tuesday, May 14, 2024**
Time	**6:30 PM**
Place	**Newport Municipal Airport, 145 SE 72nd St, Newport, OR 97366**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at 6:30 PM.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.
If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – "Public Comment at Board Meetings."

The session will be streamed and can be accessed by visiting our website.

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:
Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the Board
Tuesday, May 14, 2024 - 6:30 PM
Newport Municipal Airport, 145 SE 72nd St, Newport, OR 97366

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Introductions
   - 3.a. Susan Graves - LCSD Safety Coordinator
4. Communications
   - 4.a. Written
   - 4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
   - 4.c. Recognition
     - 4.c.1. Waldport Forestry State Champions
     - 4.c.2. Athletic Director Awards
     - 4.c.3. Taft 7-12 Skills USA Achievements
   - 4.d. LCEA Report
5. Consultant Reports/Staff Reports/Student Reports
   - 5.a. Student Report
     - 5.a.1. Aquarium Student Interpreters
   - 5.b. Financial Report
     - 5.b.1. Monthly Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2023-24
Year To Date Transactions as of April 30, 2024

	Period 1 Actual July '23	Period 2 Actual Aug '23	Period 3 Actual Sept '23	Period 4 Actual Oct '23	Period 5 Actual Nov '23	Period 6 Actual Dec '23	Period 7 Actual Jan '24	Period 8 Actual Feb '24	Period 9 Actual March '24	Period 10 Actual April '24	Period 11 Projected May '24	Period 12 Projected June '24	Period 13 Projected July '24	Projected 2023-24 Totals		Adopted 2023-24 BUDGET	Year-To-Date 2023-24 Actuals	YTD Diff Budget vs. Projected	% of Budget
R E V E N U E S																			
LOCAL SOURCES:																			
Current year's levy		267			36,739,329	2,882,454	663,036	241,402	1,106,455	119,899	175,196	1,088,227	368,690	43,384,953	*	41,878,114	41,752,841	1,506,839	100%
Prior years' taxes		168,049	150,279	81,596	53,737	115,026	55,707	42,482	45,719	33,114	37,656	78,170	53,189	914,724	*	805,000	745,709	109,724	93%
Interest on Investments	73,925	79,375	66,752	55,673	91,554	213,264	183,587	177,267	146,992	129,540	37,640	34,650	15,697	1,305,916		400,000	1,217,929	905,916	304%
Fees Charged to Grants		2,702	39	9,974	9,447	1,143	14,734	-	78,780	18,850	29,382	132,169	74,394	371,612		550,000	135,668	(178,388)	25%
Rentals										-		1,221	217	1,438		10,000	-	(8,562)	0%
Contributions				591										591		0	591	591	#DIV/0!
Other Local Income	17,819	623	6,990	28,673	58,512	156,717	16,673	38,395	104,693	102,729	146,035	120,339	258,489	1,056,686		1,334,218	531,823	(277,532)	40%
INTERMEDIATE SOURCES:																	-		
ESD - Severe Disab Support						38,235	-					38,235		76,470		195,000	38,235	(118,530)	20%
County School Fund					5,409			128,361			67,541	24,411	19,439	245,161	*	300,000	133,769	(54,839)	45%
Other, Hvy Eq Rent Tax, etc		65	1,192		92									1,348			1,348	1,348	#DIV/0!
STATE SOURCES:																	-		
SSF- Current Year	3,958,011	1,977,818	1,977,818	1,977,818	1,977,818	1,977,818	1,933,139	1,933,139	1,933,139	1,433,521	1,208,393			22,288,432		23,130,549	21,080,039	(842,117)	91%
SSF- Prior Year											174,051			174,051			-	174,051	#DIV/0!
Common School Fund							-	348,207				122,344		470,552	*	701,538	348,207	(230,986)	50%
State Timber					8,796			208,767			115,728			333,292	*	500,000	217,563	(166,708)	44%
Unrstd Grants, HCD, Wildfire				1,525,352										1,525,352		910,136	1,525,352	615,216	168%
FEDERAL SOURCES:																	-		
Federal Forest Fees														0			-	-	#DIV/0!
Foster Care Transp Reimb												41,373		41,373		74,000	-	(32,627)	0%
OTHER RESOURCES:																	-		
Interfund Transfer														0		10	-	(10)	0%
Sale of Assets/Ins Proceeds														0			-	-	#DIV/0!
Beginning Fund Balance	16,037,138													16,037,138		14,115,000	16,037,138	1,922,138	114%
Total Monthly Revenues	**20,086,893**	**2,228,899**	**2,203,069**	**3,679,677**	**38,944,693**	**5,384,657**	**2,866,876**	**3,118,019**	**3,415,777**	**1,837,652**	**1,991,621**	**1,681,139**	**790,115**	**88,229,088**		**84,903,565**	**83,766,211**	**3,325,523**	**99%**
CUMULATIVE RESOURCES	**20,086,893**	**22,315,791**	**24,518,860**	**28,198,538**	**67,143,230**	**72,527,887**	**75,394,763**	**78,512,782**	**81,928,560**	**83,766,211**	**85,757,833**	**87,438,972**	**88,229,088**						
E X P E N D I T U R E S																			
Salaries (100)	602,384	792,888	2,630,859	2,655,067	2,821,310	2,672,906	2,602,285	2,757,136	2,639,046	2,666,666	2,791,877	6,671,306	0	32,303,732		31,281,886	22,840,549	1,021,846	73%
Employee benefits (200)	268,030	357,840	1,341,922	1,366,953	1,372,110	1,348,599	1,334,564	1,340,444	1,342,971	1,376,107	1,582,180	3,992,534	10,183	17,034,438		18,374,837	11,449,541	(1,340,399)	62%
Purchased services (300)	984,252	996,968	986,922	1,117,151	928,422	2,247,048	1,472,675	1,232,873	1,438,228	1,546,852	1,686,889	1,504,830	369,843	16,512,953		18,356,147	12,951,391	(1,843,194)	71%
Supplies (400)	97,690	185,678	215,890	172,562	181,208	149,932	84,123	93,554	89,671	129,587	302,785	353,263	219,521	2,275,463		2,750,414	1,399,894	(474,951)	51%
Capital outlay (500)	11,704				7,713						10,808	500	20,887	51,613		143,000	19,417	(91,387)	14%
Insurance/Other (600)	818,473	85,776	34,880	17,341	26,610	7,503	12,383	2,523	4,178	6,419	36,275	12,758	13,956	1,079,074		1,002,281	1,016,085	76,793	101%
Interfund Transfers (700)									4,305,000					4,305,000		4,305,000	4,305,000	-	100%
Contingency (800)														0		3,750,000	-		0%
Unappropriated Funds (800)														0		4,940,000	-		0%
Total Monthly Expenditures	**2,782,533**	**2,419,150**	**5,210,473**	**5,329,074**	**5,337,373**	**6,425,987**	**5,506,030**	**5,426,531**	**9,819,095**	**5,725,631**	**6,410,814**	**12,535,191**	**634,389**	**73,562,272**		**84,903,565**	**53,981,878**	**(2,651,293)**	**64%**
CUMULATIVE EXPENDITURES	**2,782,533**	**5,201,684**	**10,412,157**	**15,741,231**	**21,078,604**	**27,504,591**	**33,010,622**	**38,437,152**	**48,256,247**	**53,981,878**	**60,392,691**	**72,927,883**	**73,562,272**						
Month-end Fund Balance	**17,304,360**	**17,114,108**	**14,106,704**	**12,457,307**	**46,064,626**	**45,023,296**	**42,384,142**	**40,075,630**	**33,672,313**	**29,784,334**	**25,365,142**	**14,511,090**	**14,666,815**	**14,666,815**				**29,784,334**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 9-7-23 & subject to change. It represents the bulk of current Excess Ending Fund Balance.

June ADM is final at 5,072.2, it has been adjusted down from 5,086.2

Local Revenue no longer includes Federal Forest Fees per OR legislation.

Updated BFB to Audited

Updated to reflect estimated remaining payment per 5/3/24 SSF Estimate

Updated for HCD 23/24 Prelim $799,614 less 22/23 Final (625,563), Net $174,051

*** Local Revenue - Projected**	**45,348,681**	
Local Revenue included in 5/3/24 SSF Estimate	45,599,079	
Estimated 2023/24 SSF Adjustment (May 2025)	**250,398**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**14,917,213**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(8,690,000)	
Excess Ending Fund Balance	**6,227,213**	Includes Approx $956,000 Building Carrover

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Monthly ADM - Prior Years

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5
5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6
5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0
5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5
5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4
5,470.6	5,491.0	**5,569.1**	5,052.3	5,180.8	5,103.0
5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0
5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6
5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8
5,332.9	5,482.5		5,090.2	5,122.6	5,007.0
5,443.2	5,482.5		5090.2	5122.6	5072.2

Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24	
September	4,959.1	4,959.1	
October	4,984.2	4,988.3	
November	4,974.9	4,976.6	
December	4,961.0	4,972.2	
January	4,945.4	4,962.6	
February	4,935.4	4,956.2	
March	4,911.4	4,949.6	
April	4,872.3	4,936.5	(165.1) Diff YTD
May			
June			
June YTD			5,101.6 Budget

Lincoln County School District
2023-24 Monthly Comparison - General Fund Projected to Actual
April 2024

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy	155,045	119,899	(35,146)	*	
Prior years' taxes	(36,429)	33,114	69,543	*	
Interest on Investments	31,260	129,540	98,280		Rates Increased
Fees Charged to Grants	65,496	18,850	(46,646)		
Rentals	1,446		(1,446)		
Contributions			-		
Other Local Income	104,760	102,729	(2,032)		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support			-		
County School Fund			-	*	
Other, Hvy Eq Rent Tax, etc			-		
STATE SOURCES:					
SSF- Current Year	1,379,678	1,433,521	53,843	*	
SSF- Prior Year			-	*	
Common School Fund			-	*	
State Timber			-	*	
Unrestricted Grants			-	*	
FEDERAL SOURCES:					
Federal Forest Fees			-		No longer Local Revenue
Foster Care Transport Reimb	32,627		(32,627)		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance					
Total Monthly Revenue	**1,733,884**	**1,837,652**	**103,768**		
EXPENDITURES					
Salaries (100)	2,661,276	2,666,666	5,390		
Employee benefits (200)	1,544,364	1,376,107	(168,257)		
Purchased services (300)	1,465,968	1,546,852	80,884		
Supplies (400)	195,198	129,587	(65,611)		
Capital outlay (500)	8,308		(8,308)		
Insurance/Other (600)	9,394	6,419	(2,975)		
Interfund Transfers (700)			-		
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**5,884,507**	**5,725,631**	**(158,877)**		

*Indicates SSF formula revenue -- excesses are returned to the State

** Projections based on budget and average % received/expended during same time period over past 8 years

Lincoln County School District
2023-24 General Fund - Purchased Services Monthly Comparison
April 2024

		July	Aug	Sept		Oct	Nov		Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	D	8,780	10,351	12,120	D	31,714	16,350	E	132,553	51,883	51,341	53,975	69,900			438,966
Cleaning Services			343,923	18,300	B	361,981	180,991		181,290	183,636	186,202	183,548	183,458			1,823,329
Repairs & Maint		5,104	48,291	18,620		9,196	30,808		25,620	27,458	13,390	30,961	23,901			233,349
Rentals		602	13,860	13,900		24,880	8		2,193		2,000	484	2,020			59,948
Utilities		7,603	37,963	97,251		117,301	127,555		147,492	185,786	133,963	164,747	178,358			1,198,017
Transportation		778	6,319	298,354	C	51,512	39,409	C	1,225,517	468,409	322,921	488,966	523,976			3,426,160
Travel		1,405	10,739	5,712		7,615	18,705		10,378	3,154	5,326	9,292	4,264			76,591
Telephone			8,000	8,761		9,106	9,390		9,487	9,469	9,343	4,754	14,623			82,933
Postage		559	1,893	3,555		2,290	2,602		3,538	3,119	4,160	3,462	2,881			28,058
Advertising			70	150			197									417
Printing & Binding			9,813	16,867		10,988	5,831		15,131	7,137	9,332	12,337	9,037			96,473
Data Lines			60	177		177	177		157	127	127	127	127			1,256
Charter School Pmts		914,194	457,783	457,783		457,783	457,783		457,783	457,783	457,783	457,783	457,783			5,034,241
Tuition			28,396	28,396		27,480	28,396		27,480	28,396	28,396	25,648	28,396			250,984
Audit Services										25,225						25,225
Legal Services				917		1,485			887		1,659		1,108			6,057
Architect/Engr Svcs				2,620			855		360	490	1,378					5,703
Neg/Labor Consltg																-
Managemnt Svcs																-
Data/Tech Svcs			3,000	1,500			6,000		1,500	18,865	1,500	1,500				33,865
Election Services						23										23
Other Gen Prof Svcs	D	45,228	16,508	1,940		3,620	3,366		5,682	4,429	4,052	645	47,019			132,488
Total		**984,252**	**996,968**	**986,922**		**1,117,151**	**928,422**		**2,247,048**	**1,475,365**	**1,232,873**	**1,438,228**	**1,546,852**	**-**	**-**	**12,954,081**
	D	(1,900)			D	(24,780)										

For Reference Only:													
Less Transportation	(778)	(6,319)	(298,354)	(51,512)	(39,409)	(1,225,517)	(468,409)	(322,921)	(488,966)	(523,976)	-	-	
Charter Sch Pmts	(914,194)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	-	-	
Purchased Services	**67,380**	**532,866**	**230,785**	**583,076**	**431,230**	**563,748**	**549,173**	**452,169**	**491,480**	**565,092**	**-**	**-**	**A**

Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

B: September & October Custodial Bills paid in October due to billing errors.

C: Waiting on corrected invoices to reflect contract amendment to increase driver wages. Pd Dec 1.

D: Figures updated after audit - items moved to grant funds, Special Education

E: Special Education contracted SLP's

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of April 30, 2024 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	754,099		970,388	(216,289)
Intermediate			2,300	
State	3,195,136		403,002	2,792,133
Federal	12,641,146		2,869,238	9,771,908
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,384,117		1,526,528	(142,411)
Total Revenues	17,974,498		5,771,455	12,203,042
Expenditures:				
Instruction	7,481,125	1,522,250	2,596,246	3,362,629
Support Services	5,267,168	1,338,657	2,960,375	968,137
Enterprise	679,900	36,753	197,265	445,881
Facilities Acq & Const	3,446,650	375,521	2,369,504	701,624
End Fund Bal/Tfrs	1,099,655			1,099,655
Total Expenditures	17,974,498	3,273,182	8,123,390	6,577,926
Fund Balance			**(2,351,935)** ***	
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	103,050		103,049	1
Total Revenues	103,050	0	103,049	1
Expenditures:				
Instruction	81,050	4,821	3,253	72,976
Support Services	22,000			22,000
End Fund Balance				0
Total Expenditures	103,050	4,821	3,253	94,976
Fund Balance			**99,796**	
Less Encumbered			4,821	
Available for Expenditure			**94,975**	
Musical Instruments (287)				
Revenues:				
Transfers			200,000	
Beg. Fund Balance*	505,000		306,835	198,165
Total Revenues	505,000		506,835	(1,835)
Expenditures:				
Instruction	295,000	4,313	64,418	226,269
Support Services	110,000		4,464	105,536
End Fund Balance	100,000	100,000		0
Total Expenditures	505,000	104,313	68,881	331,806
Fund Balance			**437,954**	
Less Encumbered			104,313	
Available for Expenditure			**333,641**	

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	603,000		333,316	269,684
Beg. Fund Balance*			0	0
Total Revenues	603,000		333,316	269,684
Expenditures:				
Instruction	542,099	181,776	361,663	(1,341)
Support Services	59,901	24,824	24,310	10,767
Enterprise	1,000			1,000
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	603,000	206,600	385,973	10,427
Fund Balance			**(52,657)** ***	
Student Investment Account (289/989)				
Revenues:				
State	5,135,699		4,124,097	1,011,601
Beg. Fund Balance*				0
Total Revenues	5,135,699		4,124,097	1,011,601
Expenditures:				
Instruction	2,261,412	613,236	1,439,673	208,502
Support Services	2,824,287	838,565	1,847,750	137,972
Enterprise	50,000		196,856	(146,856)
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,135,699	1,451,802	3,484,280	199,617
Fund Balance			**639,818** ***	
Curriculum (290)				
Revenues:				
Local			92,290	(92,290)
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance*	1,900,000		1,900,000	0
Total Revenues	3,500,000		3,592,290	(92,290)
Expenditures:				
Instruction	360,000			360,000
Contingency	3,140,000			3,140,000
End Fund Balance				
Total Expenditures	3,500,000		0	3,500,000
Fund Balance			**3,592,290**	
Less Encumbered			0	
Available for Expenditure			**3,592,290**	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local			4,652	
State	67,000			67,000
Beg. Fund Balance *	143,000		129,187	13,813
Total Revenues	210,000		133,839	76,161
Expenditures:				
Instruction	123,483	12,168	29,439	81,877
Support Services	19,517	1,850	4,175	13,492
Enterprise				0
Facilities Acq & Const				
End Fund Balance	67,000	67,000		0
Total Expenditures	210,000	81,018	33,614	95,369
Fund Balance			**100,226**	
Less Encumbered			81,018	
Available for Expenditure			**19,208**	
High School Success (292)				
Revenues:				
State	1,466,577		657,127	809,450
Beg. Fund Balance *			0	0
Total Revenues	1,466,577		657,127	809,450
Expenditures:				
Instruction	607,942	299,139	294,326	14,477
Support Services	858,635	189,087	514,363	155,185
End Fund Balance				
Total Expenditures	1,466,577	488,226	808,689	169,662
Fund Balance			**(151,562)** ***	
Building Maintenance (293)				
Revenues:				
Local	25,000		79,249	(54,249)
State				
Federal				
Fund Tfrs/Asset Sales	905,000		905,000	0
Beg. Fund Balance *	1,373,000		2,269,009	(896,009)
Total Revenues	2,303,000		3,253,258	(950,258)
Expenditures:				
Support Services	681,587	90,238	388,701	202,648
Enterprise				
Facilities Acq & Const	1,621,413	89,399	474,621	1,057,393
End Fund Bal/Tfrs				
Total Expenditures	2,303,000	179,638	863,322	1,260,041
Fund Balance			**2,389,936**	
Less Encumbered			179,638	
Available for Expenditure			**2,210,299**	

*** Beginning Fund Balances are Audited**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of April 30, 2024 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	190,100		120,250	69,850
State	35,000		329,324	(294,324)
Federal	3,663,253		1,555,945	2,107,308
Beg. Fund Balance *	900,000		1,238,958	(338,958)
Total Revenues	4,788,353		3,244,477	1,543,876
Expenditures:				
Instruction	115,160	16,948	79,028	19,184
Support Services	33,482	5,680	29,249	(1,447)
Enterprise	4,089,711	1,911,414	2,114,713	63,584
Facilities Acq & Const	300,000	93,964	2,378	203,658
End Fund Balance	250,000	250,000		0
Total Expenditures	4,788,353	2,278,006	2,225,368	284,979
Fund Balance			**1,019,109**	***
Student Activities (295)				
Revenues:				
Local	1,300,000		902,784	397,216
Beg. Fund Balance *	1,325,000		1,243,391	81,609
Total Revenues	2,625,000		2,146,175	478,825
Expenditures:				
Instruction	1,315,000	94,644	790,206	430,150
Support Services	95,000	3,585	4,676	86,739
Enterprise	45,000	1,049	74,107	(30,156)
Contingency	1,170,000			1,170,000
Total Expenditures	2,625,000	99,278	868,989	1,656,733
Fund Balance			**1,277,185**	
Less Encumbered			99,278	
Available for Expenditure			**1,177,907**	
Outdoor School for All (296)				
Revenues:				
State	149,098			149,098
Total Revenues	149,098		0	149,098
Expenditures:				
Instruction	142,398	3,682	25,849	112,867
Support Services	6,700		544	6,156
Total Expenditures	149,098	3,682	26,394	119,023
Fund Balance			**(26,394)**	***
ODE Facilities Grants (297)				
Revenues:				
State Sources	10,000			10,000
Total Revenues	**10,000**	**0**	**0**	**10,000**
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	**10,000**	**0**	**0**	**10,000**
Fund Balance				

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	136,015		175,504	(39,489)
Local - Tech Fees	45,900		42,406	3,494
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance*	1,446,893		1,750,475	(303,582)
Total Revenues	3,228,808		3,568,385	(339,577)
Expenditures:				
Instruction	37,500			37,500
Support Services	729,739	39,160	203,570	487,009
Contingency	2,461,569			2,461,569
End Fund Balance				0
Total Expenditures	3,228,808	39,160	203,570	2,986,078
Fund Balance			**3,364,815**	
Less Encumbered			39,160	
Available for Expenditure			**3,325,655**	
Vehicle Replacement (299)				
Revenues:				
Local	29,500		2,029	27,471
Sale of Assets				0
Beg. Fund Balance *	51,900		40,410	11,490
Total Revenues	81,400		42,439	38,961
Expenditures:				
Support Services	81,400			81,400
End Fund Balance				
Total Expenditures	81,400	0	0	81,400
Fund Balance			**42,439**	
Less Encumbered			0	
Available for Expenditure			**42,439**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	5,082,765		3,886,870	1,195,895
Beg. Fund Balance *	10,563,450		10,709,267	(145,817)
Total Revenues	15,646,215		14,596,137	1,050,078
Expenditures:				
Debt Service	6,116,208		683,104	5,433,104
End Fund Balance	9,530,007	9,530,007		0
Total Expenditures	15,646,215	9,530,007	683,104	5,433,104
Fund Balance			**13,913,033**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,104,995		6,173,293	(68,298)
Transfers	1,431,655			1,431,655
Beg. Fund Balance *	1,354,500		1,331,821	22,679
Total Revenues	8,891,150		7,505,113	1,386,037
Expenditures:				
Debt Service	5,290,500		114,826	5,175,674
Transfers	1,431,650			1,431,650
End Fund Balance	2,169,000	2,169,000		0
Total Expenditures	8,891,150	2,169,000	114,826	6,607,324
Fund Balance			**7,390,288**	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	1,095,672		464,534	631,138
Beg. Fund Balance *	1,563,700		1,785,693	(221,993)
Total Revenues	2,659,372		2,250,226	409,146
Expenditures:				
Support Services	459,372			
Facilities Acq & Const	2,200,000	2,498	674,500	1,523,002
End Fund Balance				
Total Expenditures	2,659,372	2,498	674,500	1,982,374
Fund Balance			**1,575,726**	
Less Encumbered			2,498	
Available for Expenditure			**1,573,228**	
Future Property Purchases Reserve (420)				
Revenues:				
Local	15,000		44,221	(29,221)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,061,018		1,072,295	(11,277)
Total Revenues	1,076,018		1,116,516	(40,498)
Expenditures:				
Facilities Acq & Const	1,076,018			1,076,018
Total Expenditures	1,076,018			1,076,018
Fund Balance			**1,116,516**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	963,000		683,992	279,008
Beg. Fund Balance *	1,215,000		1,178,070	36,930
Total Revenues	2,178,000		1,862,062	315,938
Expenditures:				
Support Services	870,000		657,200	212,800
Contingency	1,308,000			1,308,000
Total Expenditures	2,178,000		657,200	1,520,800
Fund Balance			**1,204,863**	
Less Encumbered			0	
Available for Expenditure			**1,204,863**	
District Medical Group HRA (620)				
Revenues:				
Local	874,600		777,761	96,839
Beg. Fund Balance	2,120,000		2,129,863	(9,863)
Total Revenues	2,994,600		2,907,624	86,976
Expenditures:				
Support Services	440,000	4,825	307,225	127,950
End Fund Balance	2,554,600			2,554,600
Total Expenditures	2,994,600	4,825	307,225	2,682,550
Fund Balance			**2,600,399**	
Less Encumbered			4,825	
Available for Expenditure			**2,595,574**	

*** Beginning Fund Balances are Audited**

**** Fund Balances do NOT include encumbered expenditures**

***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2023-24 Fiscal Year
April 2024

Date	Payee	Description	Amount
4/2/2024	JD CONCRETE	CONCRETE - NHS GRANDSTANDS ENTRANCE, YVE	13,897.35
4/5/2024	EDDYVILLE CHARTER SCHOOL	2023-24 SSF PAYMENTS	23,030.85
4/5/2024	FIRST STUDENT, INC.	STUDENT TRANSPORTATION CONTRACT	508,890.11
4/5/2024	LINCOLN COUNTY SHERIFFS DEPARTMENT	23-24 SCHOOL RESOURCE OFFICER - WALDPORT/TOLEDO	45,000.00
4/5/2024	NORTHWEST TEXTBOOK DEPOSITORY	READING CURRICULUM	16,146.00
4/5/2024	SCHOOL SPECIALTY, LLC	CAFETERIA TABLES - TAHS	45,232.72
4/5/2024	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	182,584.15
4/5/2024	WAXIE	CUSTODIAL SUPPLIES - VARIOUS LOCATIONS	38,897.52
4/12/2024	COMMUNITY SERVICES CONSORTIUM	2023-24 SSF PAYMENTS	12,299.00
4/12/2024	CREATIVE LEADERSHIP SOLUTIONS	PROFESSIONAL DEVELOPMENT	215,250.00
4/12/2024	EDDYVILLE CHARTER SCHOOL	2023-24 SSF PAYMENTS	208,428.57
4/12/2024	HUNGERFORD LAW FIRM	LEGAL SERVICES	1,108.25
4/12/2024	LATHAM CENTERS, INC.	MONTHLY TUITION - OUT OF STATE SPECIAL ED PLACEMENT	28,396.00
4/12/2024	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	203,752.13
4/19/2024	DELL MARKETING, LP	STUDENT CHROMEBOOKS & CASES	278,330.82
4/19/2024	J&J COASTAL ELECTRIC, INC	ELECTRICAL - NHS GRANDSTANDS	12,455.18
4/19/2024	THE HELLO FOUNDATION, LLC	MONTHLY CONTRACT SERVICES - SLP	29,880.00
4/26/2024	BUILDERS FIRST SOURCE	ARCADIA SIDING & WINDOWS PROJECT	11,818.11
4/26/2024	DSL BUILDERS, LLC	ARCADIA SIDING & WINDOWS PROJECT	35,150.00
4/26/2024	HUSER INTEGRATED TECHNOLOGIES	SECURITY CAMERA CLOUD SERVICES MIGRATION - 3 YRS	25,382.00
4/26/2024	MID VALLEY BASEBALL UMPIRE ASSOCIATION	UMPIRES - WHS & NHS	12,459.00

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
April 30, 2024

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$ 56,485,304
Additions	1,290,644
Reductions	8,400,000
Ending Balance	**$ 49,375,948**

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds

Beginning Balance	$ 1,149,201
Additions	4,898
Reductions	(0)
Ending Balance	**$ 1,154,099**

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds

Beginning Balance	$ 1,557,283
Additions	6,638
Reductions	(0)
Ending Balance	**$ 1,563,920**

Oregon Coast Bank - Money Market Account

Beginning Balance	$ 12,165,108
Additions	8,454,833
Reductions	7,100,000
Ending Balance	**$ 13,519,941**

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

.75% APY

Beginning Balance	$ 379,932
Additions	-
Reductions	-
Ending Balance	**$ 379,932**

Monthly Totals

Beginning Balance	$ 71,736,827
Additions	$ 9,757,014
Reductions	$ 15,500,000
Ending Balance	**$ 65,993,841**

Interest Rates	**February**	**March**	**April**
LGIP	**5.20%**	**5.20%**	**5.20%**
Oregon Coast Bank	**5.12%**	**5.12%**	**5.12%**

5.c. First Student Report (Written)

Board Meeting 04/09/2024-Report Prepared by Darleen Van Riper, Location Manager First Student

Talking Points-Please contact me at Darleen.vanriper@firstgroup.com with any comments or questions.

1. **Leadership Change for First Student Lincoln County**
   With Andrew Good's promotion to Area General Manager of Northern California, First Student Lincoln County was added to the Cascade area that is led by Justin Cox, AGM. Even though the official transfer date is set for July 1, 2024, Justin is already leading the operational support, while Andrew continues to provide fiscal leadership.

   You may remember Justin Cox. When First Student Lincoln County was having difficulties with the local leadership, he was the gentleman who stepped in as a temporary manager until I was hired. He made sure that operations were running according to contract, and he also supported me in my new position for the first few weeks.

2. **Recruiting Plan for Lincoln County**
   Currently, our recruiting efforts include banner buses, signage at schools (reader boards & banners), as well as the employee referral program, Aliro. Recently, we have added/increased our efforts in other opportunities such as designing/distributing a new flyer, Worksource opportunities, Chamber of Commerce contacts, Google Ads and billboards. We hope to increase our application flow significantly.

   We are also advertising for and implementing Walk-in Wednesdays in Lincoln City and Toledo from 9:00AM to 12:00PM. During this time, individuals are more than welcome to come in and visit with us to learn about becoming a school bus hero.

3. **Preparing for Summer**
   On Saturday, 05/04/2024, we had our first summer exposure in the community. Wvwn though the weather was more on the wetter side, the diehards showed up for some parade fun in Newport for the Loyalty Days Parade.

   Our FS team had fun, and even Safety Dog made an appearance.

   Other events this summer will include the Beachcomber Parade in Waldport, Touch-aTruck Events in Lincoln City and Newport, Toledo Summer Festival.
   For our employees we will have the annual End-of-the-Year Picnic (Fogarty Beach Park), a Lu'au at Ona Beach, a Chili Cook-off, and a Karaoke Night.

4. **Driver/Candidate Comparison Report (as of 5/9/2024)**

	4/9/2024		5/9/2024	
Lincoln County Bus Routes	73	Driver Shortage	73	Driver Shortage
Drivers on hand (as of 01/04/2024, LOA excluded)	45	28	45	28
Out of Town Drivers	5	23	5	23
Routes not currently serviced (combos)	17	6	17	6
Other Considerations:				
Cover Drivers positions not staffed	4	32	4	32
Route Monitor positions not staffed	1		1	
Drivers on LOA/FMLA/WC (Regular & Casual)	1		1	
Casual Drivers with limited availability	10		10	
LCSD & FS Staff (1 & 7) Available to Drive	8	14	8	14

Please note that this information is subject to frequent changes.

We currently have two candidates in class and three in behind-the-wheel training: all of them are going for their CDL.

5.d. Food Services Report (Written)

5.d.1. Nutrition Services Report

THE MONTHLY FEED - MAY 2024

jamie.nicholson@lincoln.k12.or.us
sara.gibson@lincoln.k12.or.us
patty.graves@lincoln.k12.or.us

NUTRITION SERVICES
Lincoln County School District
School Meals · Gardens · Food Pantry
Growing Foods - Growing Minds - Feeding Our Future

LOCAL BEEF, IT'S WHAT'S FOR LUNCH

When you think of Lincoln County and food, the mind typically goes to seafood, but did you know that we have some great quality beef in our own backyard? The Nutrition Services team, in partnership with Central Coast Food Web, got to tour a few Siletz area cattle farms to discuss bringing local beef into our school meals. During the tour, we visited Gibson Farm, Euchre Creek Farm, and Moonshine Cattle Company. Owners answered our non-rancher folk questions and showed us all the steps it takes to produce a happy, heathy cow. As a bonus, the owners also let us love on some baby animals and introduced us to the livestock guardian dogs.













Central Coast FOOD WEB

Central Coast Food Web provides shared space & equipment for producers who grow and land seafood on the central coast to process and store food. They build new markets to make it easier for people to find and buy local produce, meal, and seafood.
For more information, visit centralcoastfoodweb.org

 This institution is an equal opportunity provider.

WHAT'S GROWING ON?
-LCSD SCHOOL GARDENS-

I SPY IN THE GARDEN

On a recent visit to Yaquina View Elementary School, Garden Coordinator Sara Gibson overheard the sounds of excitement and discovery. She saw YV's ELD Teacher, Andria Douglas, working on language development in the school garden.

Andria was using the laminated Garden Scavenger Hunt, Grab and Go garden activity to hunt for things you will see in a school garden. Sara said "It brought tears to my eyes to see how excited the kids were to find worms in the garden beds and exclaim "WORMS!!!!"." We love seeing the Nutrition Services motto of Growing Foods - Growing Minds - Feeding our Future put into practice in the garden.



FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)



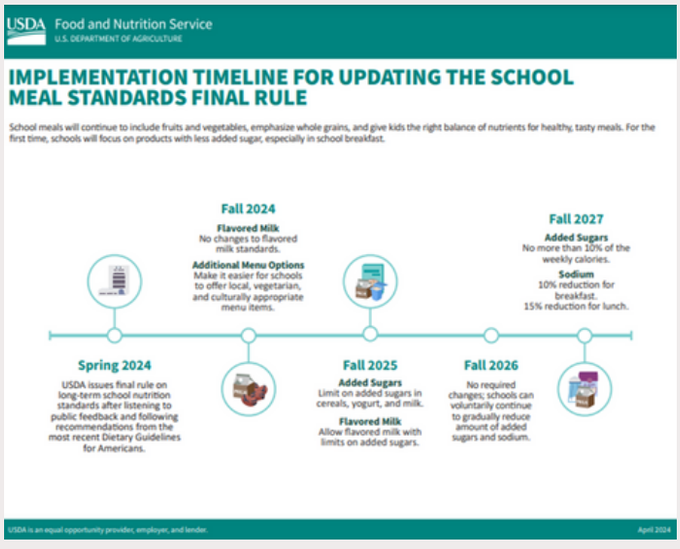
The Fresh Fruit and Vegetable Program (FFVP) is an important tool in our effort to combat childhood obesity. The program has been successful in introducing elementary school children (K-8) to a variety of produce that they otherwise might not have the opportunity to sample. This month's menu includes: Red Pears, Avocado, Purple Cauliflower, Watermelon, Strawberries, Kiwi, and Tangerines.

DID YOU KNOW?

Watermelons are over 90% water. The high water content makes them a refreshing and hydrating fruit, perfect for hot summer days. Watermelons are actually a fruit, not a vegetable. They belong to the Cucurbitaceae family, which includes other fruits such as pumpkins, cucumbers, and squash.



NEW USDA MEAL PATTERN STANDARDS - FINAL RULE



For more information visit https://www.fns.usda.gov/

joke of the month

Q: What did the bun do when its plans suddenly changed? A: It rolled with it.

SHE WILL BE MISSED

Heidi Rock was a valued employee in our kitchens for 5 years. She then returned as a job coach via our community partner Exceed, supporting staff at both Toledo Elementary and Crestview Heights.



Heidi passed away 4/23/24 and will be greatly missed.

Want to be part of an amazing team?
Go to us.sodexo.com or call (541) 336-2156.

@lcsdschoolgardens

@Lincoln County Oregon School Gardens

 This institution is an equal opportunity provider.

6. Board Reports
7. Superintendent's Report
    7.a. Updates on Potential Bond - Survey
    7.b. Compass Online School
    7.c. Retirement & Recognition Celebration
8. Adoption of the Consent Calendar
    8.a. Minutes of the Board
    8.b. Human Resources
        8.b.1. Personnel Action

Board Agenda — May 14, 2024 — Personnel Action

Resignation(s):

Launi Miller	Info & Records Clerk II Oceanlake Elementary	3/29/2021 – 5/24/2024 Resignation
Glenn Stowers	Future Bound Teacher Taft 7-12	8/25/2023 – 4/11/2024 Resignation
Pierre Andre	Music Teacher Crestview Heights	8/25/2023 – 6/30/2024 Resignation
Hayden Atlas	School Counselor Toledo Elementary	8/28/2020 – 6/30/2024 Resignation
Katie Barrett	Director of Elementary Education Teaching and Learning Center	7/2/2018 – 6/30/2024 Resignation
Naomi Byrd	Intern Taft Elementary	8/25/2023 – 6/30/2024 Resignation
Robby Carr	Music Teacher Newport High and Middle	8/27/2021 – 6/30/2024 Resignation
Janelle Cromie	Grade 2 Teacher Crestview Heights	8/25/2023 – 6/30/2024 Resignation
Kim Eason	Grade 3 Teacher Sam Case	8/27/2007 – 6/30/2024 Retirement
Kay Elliott	Gear Up Coordinator Toledo Jr-Sr High	8/31/2023 – 6/30/2024 Resignation
Heather Garrett	Grade 2 Teacher Crestview Heights	8/24/2018 – 6/30/2024 Resignation
Austin Gehrett	Grade 2 Teacher Oceanlake	8/26/2022 – 6/30/2024 Resignation

Jeff Grigsby	Assistant Principal Oceanlake	8/26/2022 – 6/30/2024 Resignation
John Hubbard	Social Studies Teacher Toledo Jr-Sr High	8/25/2023 – 6/30/2024 Resignation
Kacie Huntsman	English Language Arts Teacher Newport Middle	8/26/2022 – 6/30/2024 Resignation
Kim Jackson	Math Teacher Taft 7-12	8/26/2022 – 6/30/2024 Resignation
Ed Klem	Math Teacher Taft 7-12	8/27/2021 -6/30/2024 Resignation
Abigial Krupar	Special Ed TA II Newport High	8/31/2023 – 6/30/2024 Resignation
Amber Kumar	School Counselor Crestview Heights	8/25/2023 – 6/30/2024 Resignation
Natalie Kelley	Language Arts/Social Studies Teacher Compass Online	8/25/2017 – 6/30/2024 Resignation
Laura Jean	Spanish Teacher Taft 7-12	8/25/2023 – 6/30/2024 Resignation
Nichole LeSage	Social Studies & CTE Teacher Taft 7-12	8/24/2018 – 6/30/2024 Resignation
Talisha Liles	Special Education Teacher Toledo Elementary	4/4/2016 – 6/30/2024 Resignation
Jenn Loseke	TOSA/Math Specialist Teaching & Learning Center	8/26/2022 – 6/30/2024 Resignation
Nora Losier	Bilingual Tutor Newport High	10/12/1992 – 6/30/2024 Retirement

Cindy Magallanes	Special Education Teacher Taft 7-12	8/26/2022 – 6/30/2024 Resignation
Penny McDermott	Grade 4 Teacher Sam Case	8/18/2014 – 6/30/2024 Resignation
Linda Miller	Kindergarten Teacher Yaquina View	8/27/2001 – 6/30/2024 Retirement
Lori Miller	Grade 5 Teacher Sam Case	2/1/1999 – 6/30/2024 Resignation/Retirement
Staci Murillo	Grade 2 Teacher Yaquina View	8/25/2017 – 6/30/2024 Resignation
Robyn Myers	Instructional Assistant Oceanlake	8/31/2023 – 6/30/2024 Resignation
Madison Nathman	Health Teacher Taft 7-12	1/10/2022 – 6/30/2024 Resignation
Donna Norris	Special Education Teacher Newport High	8/12/2014 – 6/30/2024 Retirement
Alexis Nyhus	Grade 5 Teacher Crestview Heights	8/25/2023 – 6/30/2024 Resignation
Elizabeth Pettinger	Grade 5 Teacher Taft Elementary	8/24/2018 – 6/30/2024 Resignation
Lindsay Pierce	Grade 1 Teacher Oceanlake	8/27/2021 – 6/30/2024 Resignation
Bea Robinson	Special Education Teacher Siletz	1/19/2021 – 6/30/2024 Resignation
Anna Rodgers	Grade 5 Teacher Toledo Elementary	3/30/2022 – 6/30/2024 Resignation

JoBeth Rube	English Language Arts Teacher Taft 7-12	8/24/2018 – 6/30/2024 Retirement
Dan Schaffeld	PE Teacher Newport High	8/28/2020 – 6/30/2024 Resignation
Alicia Stevens	TOSA Yaquina View	10/10/2022 – 6/30/2024 Resignation
Julia Strecker	Music Teacher Yaquina View	2/15/2022 – 6/30/2024 Resignation
Heather Townsend	Grade 5 Teacher Crestview Heights	8/25/2023 – 6/30/2024 Resignation
Savannah Whitt	STEAM Teacher Taft 7-12	8/25/2023 – 6/30/2024 Resignation
Dayl Wood	Health Teacher Newport Middle	8/30/1994 – 6/30/2024 Resignation/Retirement

9. Action Items
    9.a. Facilities & Maintenance/Transportation/Food Services
        9.a.1. Intent to Award Arcadia Pod A

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
5/14/2024

TOPIC: Intent to Award Arcadia Pod A Siding and Window Installation

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Request for Proposal for siding and window installation for Arcadia Pod A (main building).
Received two proposals: Coastal Contracting Inc $300,000 and Richard Remodeling $486,880

Intent to Award for Proposal to Coastal Contracting.

Intent to Award with be advertised on Daily Journal of Commerce on 5/15/2024. If no protest for 7 days, proposal will be awarded to Coastal Contracting.

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

ESTIMATE

Coastal Contracting Inc
121 NE Harney St., Suite A
Newport, OR 97365

coastalcontracting2018@gmail.com
541-961-6767

COASTAL CONTRACTING INC.

Lincoln County School District

Bill to
Lincoln County School District
Annette Brooks
295 NE Burgess Rd
Toledo, OR 97391

Ship to
Lincoln County School District
Annette Brooks
295 NE Burgess Rd
Toledo, OR 97391

Estimate details
Estimate no.: 1069
Estimate date: 04/22/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	05/06/2024		As per requested in bid proposal for the Arcadia school Labor only Addendum. SCOPE OF WORK: Demo all existing siding and windows. Reframe for 8 separate windows – window size to be district decisions Set windows Install Hardi siding – Over existing sheetrock need to insure nails are long enough that will hit existing studs. Install 2x12 Hardi for fascia Install 1x4 Hardi for corners Install 1x2 Hardi for batts every 4' Caulk all windows and siding Contractor will put Hardi over existing sheetrock on existing soffit. Contractor will need to insure that nails are long enough that will nail to existing studs. Contractor needs to do his or her diligent on amount of material needed Contractor will give district their list of material that district will order Approximate start Date ___Mid May__? Approximate time to complete job __90 Days__? • District to pay for all materials such as, nails/screws, caulking, windows, siding, trim, trim screens for unit ventilators. • District to provide trailer, truck or				

		dumpster for contractors to place debris while demoing siding. District to pay for dump fees. • District to test for asbestos and lead paint in siding. Reports will be available to the contractor. Any unforeseen issues such as rot will be negotiated with the district as an add-on extra to the job. • District will paint buildings. • District is requesting lump sum labor only on Pod A			
2.	**Services**	$290k Labor Only & $10k Equipment Rentals Total Cost $300,000 ** Change Order Rate $115 Per Hour. Will Require Progress payments at 25% 50% 75% 100% Stages.	1	$300,000.00	$300,000.00
3.		** Possible subcontractors** Lucchini Contruction, a portion of this work may be subbed to them.			
			Total		**$300,000.00**

Richards Remodeling & Construction

Proposal

May 7th, 2024

Lincoln County School District

annette.brooks-flatt@lincoln.k12.or.us

RICHARDS
REMODELING &
CONSTRUCTION

Project	
Solicitation / RFP #	
Project Name	Labor only siding work at Arcadia School Pod A
Project Location	1811 NE Arcadia Drive, Toledo, OR 97391
Attention	Annette Brooks

Proposal for Exterior Renovation

Scope of Work:

1. **Demolition and Removal:**
    a. Remove all existing siding and windows. Debris to be disposed of in a provided dumpster, with dump fees covered by the district.
2. **Framing and Window Installation:**
    a. Reframe structures to accommodate eight new windows; sizes to be determined by the district.
    b. Install new windows securely, ensuring proper alignment and operation.
3. **Siding Installation:**
    a. Apply Hardie siding over existing sheetrock, ensuring that nails penetrate through to the existing studs.
    b. Install Hardie board materials as follows

i. 2x12 for fascia.
ii. 1x4 for corners.
iii. 1x2 for battens, spaced every 4 feet.

c. Cover the penthouse/building on the roof with appropriate Hardie siding.
d. Ensure all exposed surfaces, including soffits, are properly sided with materials extending to existing studs.

4. **Caulking and Sealing:**
   a. Thoroughly caulk all new windows and siding to ensure watertight sealing.
5. **Materials and Logistics:**
   a. Perform due diligence to estimate the quantity of materials needed.
   b. Submit a materials list to the district for ordering, including nails/screws, caulking, windows, siding, and trim.
   c. District to provide all necessary materials and logistical support including trailers, trucks, or dumpsters for debris management.
6. **Compliance**
   a. Adhere to BOLI Prevailing Wage guidelines and uphold Equal Employment Opportunity standards.
   b. Coordinate with the district for the testing of asbestos and lead paint in the existing siding; comply with all safety protocols based on reports.
7. **Additional Provisions:**
   a. Address any unforeseen issues like structural rot through negotiation with the district, potentially as an add-on to the scope.
   b. The district will handle painting of the buildings post-installation.

	Estimated Schedule
Start	Start of August, 2024
Completion	End of November, 2024

Division #	Description of Work	Amount
DIV 01	General Requirements	
DIV 02	Existing Conditions and Deconstruction	
DIV 06	Carpentry	
	Total Lump Sum	**$486,880**

Company Information

Business Name:	Richards Remodeling LLC
Address:	72A Centennial Loop, Suite 140
	Eugene, OR 97401
CCB #	30422
Federal ID # :	93-1254542
Phone:	(541) 345-3836
Name:	John Vejnoska
Signature:	

9.a.2. ESSER Funds Capital Projects

Instructions

Please carefully review the following instructions prior to completing this form.
The form must be submitted in Excel format to ODE.ESSER@ode.oregon.gov.

When to Use this Form:	This form must be filled out and approval received for **each capital expenditure (construction project or individual non-consumable item)** that: 1) Has a useful life of more than one year; **and** 2) Costs greater than $5,000
Project Tag:	Each capital expenditure must be assigned a **unique** tracking number. This tracking number will be used to track whether the capital expenditure has been approved or not. **It will also be used when filling in the ESSER Reimbursement Form to indicate expenses that correspond to the capital expenditure.** A spreadsheet showing all submitted approval requests and their project tags will be posted to the ESSER II and ESSER III webpages for reference. The project tag will consist of two parts separated by a hyphen. The first part of each project tag will be your district's four digit ID number. Use "01" as the last part of the project tag for the first capital expenditure and continue in sequential order for each additional capital expenditure. So the first capital expenditure project tag would end in 01, the second in 02, and so on. Example: 1234-01
Expenditure Name:	A brief title of the capital expenditure, such as "Example Elementary School Modulars" or "Example Middle School HVAC"
Expenditure Amount:	The **amount of ESSER funds** being used for the capital expenditure
Expenditure Location:	The school campus or building where the capital expenditure will occur or be used ***Please note a separate approval form should be filled out for each construction project location.** For example, if you are replacing the HVAC system at four schools, each school will be considered a separate project and will require a separate approval form. A piece of equipment that will be used at multiple schools only needs one approval form.

Expenditure Timeline:	Estimate of when the capital expenditure is set to occur
Expenditure Description:	Description of the capital expenditure
Expenditure Relation to COVID-19:	**Each capital expenditure must address a direct impact of COVID-19.** In general, ESSER funds should not be used to complete projects or purchase equipment that were being considered prior to COVID-19, unless there is strong justification that the project or equipment is **necessary to maintain normal operations during the pandemic**. For example, replacing a leaky roof would likely not be an eligible use of ESSER funds, as it is not directly related to COVID-19. However, replacing an outdated/ineffective HVAC system could be an eligible use of funds as the increased air circulation can reduce the spread of COVID-19. Similarly, purchasing a portable/modular could be an eligible use of funds if it is necessary to accommodate social distancing.
School Board Engagement:	For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure. This capital expenditure approval form can be submitted prior to approval from your school board. However, school board approval must be obtained prior to expending the funds. **Note:** During the review of this request, your district may be asked to provide meeting minutes that document this engagement.
Certification:	Your district must certify that they are aware of and will adhere to the following laws and regulations, as well as any other applicable laws and regulations regarding capital expenditures. 2 CFR § 200.311 - Real Property 2 CFR § 200.313 - Equipment 2 CFR § 200.317-200.327 - Procurement 2 CFR § 200.439 - Prior Approval 2 CFR § 200.449 - Financing Costs 34 CFR § 75.600-75.617 - EDGAR Construction Rules 20 U.S. Code § 1232b - Prevailing Wage Construction projects are also subject to the Americans with Disabilities Act - 28 CFR Part 36



District ID:	
District Name:	

Contact Name:	
Email:	

Fund Source:	
District Allocation:	

Project Tag:	

Expenditure Name:	

Expenditure Amount:	
Expenditure Location:	
Expenditure Timeline:	

Expenditure Description:	

Expenditure Relation to COVID-19:	

Additional Question 1:	

Additional Question 2:	

Additional Question 3:	

Additional Question 4:

Additional Question 5:

Additional Question 6:

Additional Question 7:

School Board Engagement:

Certification:

FOR ODE USE ONLY

Approved?

mentary and Secondary School Emergency Relief Fund (ESSER II & Capital Expenditure Approval Form

Submit form **in Excel format** to **ODE.ESSER@ode.oregon.gov**

2097
Lincoln County SD

Katie Barrett
katie.barrett@lincoln.k12.or.us

ESSER III
$12,990,415.32

2097-15

Taft Elementary Play Structure

$252,000.00
Taft Elementary School
5/15/2024 through 9/30/24. Hoping to order as soon as the board approves on May 15th, pending ODE approva

Concrete pad, rubber matting , playground equipment, adaptive playground equipment. Installation not included as this will be completed by District staff.

Please provide a **detailed** response on how this expenditure **directly addresses an impact of COVID-19** and/or why this expenditure is **necessary to maintain normal operations** during the pandemic.
During the COVID pandemic, students at Taft Elementary were only able to access certain portions of the existing playground because some of the play equipment has deteriorated and parts of the playground were closed to students. This greatly limited the number of students that could exercise outside and be appropriately socially distanced. This necessitated multiple rotations which cut into instructional time. Additionally, the school was originally a K-6 school. The playground was built for smaller children and the equipment is not ADA compliant, further limiting access to all students.

What percentage of students/staff will be impacted by this expenditure?
100% of the 460 students at Taft Elementary who represent 10.3% of the district ADM and 28% of elementary students at 1 of our 11 schools. The school serves all students in grades 3-6 from the north area of the county and is 23 miles from the next nearest elementary school.

Does this expenditure directly impact historically underserved students? If so, how?
Yes, Taft Elementary has a poverty rate of 100% (69% ISP for CEP + 1.6% underreporting factor) with 57 ELL students, 77 students with disabilities, and 33 native students.

Who was involved in the decision making process for this expenditure? (Superintendent, staff, school board, community, etc.)

Director of Elementary Education, Building Administrator, Director of Facilities, Business Director,

What are the short and long-term effects of this expenditure on student outcomes?

The short term effects are that there will be play equipment that is accessible to all students at this school. The long-term effects include supporting all students' physical and mental health including those with physical disabilities with a playstructure that is accessible. Appropriate and healthy outdoor spaces will be available in the event of a future outbreak of COVID-19 variants or other communicable diseases.

How does this expenditure impact the community as a whole?

It impacts our community by having a school that focuses on the needs of all students' physical and mental

Why is it important for this expenditure to be completed now, as opposed to putting resources toward other priorities? (What makes this expenditure the best use of ESSER funds for your district?)

The district does not have other funds available to replace existing outdoor spaces. We have been unable to obtain staffing for high dose tutoring and interventions outside of school hours, especially in the North area of our district and have remaining ESSER III funds. We needed to look for other ways to use these funds appropriately to enhance our position in the event of another pandemic. Having safe and accessible outdoor spaces is one way to ensure the health and safety of all students while providing an outlet for physical exercise that additionally supports student mental health and assists in reducing behaviors that detract from learning.

How is this expenditure different such that it is not considered a general operating expense?
(Why is it necessary to use ESSER funds for this expenditure, rather than general operating budget funds?)

The pandemic has created many problems that we did not have before COVID 19. Student social emotional needs for developmentally appropriate support has increased. Providing ADA and age/size appropriate equipment supports the physical activity needed for students to be healthy and successful in school.

For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure.
expenditure is
less than $25,000, enter "n/a".

Will be presented to the board at the May 14th meeting. We are hoping for a quick turnaround on the ODE approval so that once the board approves, the equipment can be

By entering your name and title in the box below, you **certify that the district is aware of and will adhere to** the laws and regulations listed on the "Instructions" tab, as well as any other applicable laws and regulations regarding capital expenditures.

Katie Barrett Director of Elementary Education and Kim Cusick Business Director

al.

Instructions

Please carefully review the following instructions prior to completing this form.
The form must be submitted in Excel format to ODE.ESSER@ode.oregon.gov.

When to Use this Form:	This form must be filled out and approval received for **each capital expenditure (construction project or individual non-consumable item)** that: 1) Has a useful life of more than one year; **and** 2) Costs greater than $5,000
Project Tag:	Each capital expenditure must be assigned a **unique** tracking number. This tracking number will be used to track whether the capital expenditure has been approved or not. **It will also be used when filling in the ESSER Reimbursement Form to indicate expenses that correspond to the capital expenditure.** A spreadsheet showing all submitted approval requests and their project tags will be posted to the ESSER II and ESSER III webpages for reference. The project tag will consist of two parts separated by a hyphen. The first part of each project tag will be your district's four digit ID number. Use "01" as the last part of the project tag for the first capital expenditure and continue in sequential order for each additional capital expenditure. So the first capital expenditure project tag would end in 01, the second in 02, and so on. Example: 1234-01
Expenditure Name:	A brief title of the capital expenditure, such as "Example Elementary School Modulars" or "Example Middle School HVAC"
Expenditure Amount:	The **amount of ESSER funds** being used for the capital expenditure
Expenditure Location:	The school campus or building where the capital expenditure will occur or be used ***Please note a separate approval form should be filled out for each construction project location.** For example, if you are replacing the HVAC system at four schools, each school will be considered a separate project and will require a separate approval form. A piece of equipment that will be used at multiple schools only needs one approval form.

Expenditure Timeline:	Estimate of when the capital expenditure is set to occur
Expenditure Description:	Description of the capital expenditure
Expenditure Relation to COVID-19:	**Each capital expenditure must address a direct impact of COVID-19.** In general, ESSER funds should not be used to complete projects or purchase equipment that were being considered prior to COVID-19, unless there is strong justification that the project or equipment is **necessary to maintain normal operations during the pandemic**. For example, replacing a leaky roof would likely not be an eligible use of ESSER funds, as it is not directly related to COVID-19. However, replacing an outdated/ineffective HVAC system could be an eligible use of funds as the increased air circulation can reduce the spread of COVID-19. Similarly, purchasing a portable/modular could be an eligible use of funds if it is necessary to accommodate social distancing.
School Board Engagement:	For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure. This capital expenditure approval form can be submitted prior to approval from your school board. However, school board approval must be obtained prior to expending the funds. **Note:** During the review of this request, your district may be asked to provide meeting minutes that document this engagement.
Certification:	Your district must certify that they are aware of and will adhere to the following laws and regulations, as well as any other applicable laws and regulations regarding capital expenditures. 2 CFR § 200.311 - Real Property 2 CFR § 200.313 - Equipment 2 CFR § 200.317-200.327 - Procurement 2 CFR § 200.439 - Prior Approval 2 CFR § 200.449 - Financing Costs 34 CFR § 75.600-75.617 - EDGAR Construction Rules 20 U.S. Code § 1232b - Prevailing Wage Construction projects are also subject to the Americans with Disabilities Act - 28 CFR Part 36



District ID:	
District Name:	

Contact Name:	
Email:	

Fund Source:	
District Allocation:	

Project Tag:	

Expenditure Name:	

Expenditure Amount:	
Expenditure Location:	
Expenditure Timeline:	

Expenditure Description:	

Expenditure Relation to COVID-19:	

Additional Question 1:	

Additional Question 2:	

Additional Question 3:	

Additional Question 4:	

Additional Question 5:

Additional Question 6:

Additional Question 7:

School Board Engagement:

Certification:

FOR ODE USE ONLY

Approved?

mentary and Secondary School Emergency Relief Fund (ESSER II & Capital Expenditure Approval Form

Submit form **in Excel format** to **ODE.ESSER@ode.oregon.gov**

2097
Lincoln County SD

Katie Barrett
katie.barrett@lincoln.k12.or.us

ESSER III
$12,990,415.32

2097-13

Yaquina View Elementary Kinder Play Structure

$150,000.00
Yaquina View Elementary School
5/15/2024 through 9/30/24

Concrete pad, rubber matting , playground equipment, purchase of adaptive playground equipment

Please provide a **detailed** response on how this expenditure **directly addresses an impact of COVID-19** and/or why this expenditure is **necessary to maintain normal operations** during the pandemic.
During COVID, some families were unable to access preschool prior to kindergarten and as a result did not have opportunities to interact with peers whether in the classroom or in outdoor settings. Practicing SEL skills before the start to school supports a successful school experience.

What percentage of students/staff will be impacted by this expenditure?
30%

Does this expenditure directly impact historically underserved students? If so, how?
Yes, YV has a poverty rate of 88.58%% with 76 ELL students and 17 students in Indian Education.

Who was involved in the decision making process for this expenditure? (Superintendent, staff, school board, community, etc.)
Director of Elementary Education, Building Administrators, Director of Facilities

What are the short and long-term effects of this expenditure on student outcomes?
The short term effects are that there is now playgroup equipment that is accessible to our youngest students. The long-term effects include supporting preschool to kindergarten transition summer programs, and students with physical disabilities with a playstructure that is accessible.

How does this expenditure impact the community as a whole?
It impacts our community by having a school that focuses on the needs of all students physical and mental

Why is it important for this expenditure to be completed now, as opposed to putting resources toward other priorities? (What makes this expenditure the best use of ESSER funds for your district?)
We are using JSK ESSER funds to support our kindergarten transition students specifically

How is this expenditure different such that it is not considered a general operating expense? (Why is it necessary to use ESSER funds for this expenditure, rather than general operating budget funds?)
The pandemic has created many problems that we did not have before COVID 19. Student social emotional needs for developmentally appropriate support has increased. Provding this specific equipment for PK to Kindergarten students supports the additional skill building needed for students to be successful in

For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure. expenditure is less than $25,000, enter "n/a".

By entering your name and title in the box below, you **certify that the district is aware of and will adhere to** the laws and regulations listed on the "Instructions" tab, as well as any other applicable laws and regulations regarding capital expenditures.
Katie Barrett Director of Elementary Education and Kim Cusick Business Director

Please caref
The form

When to Use this Form:

Fund Source and IPT

Project Tag:

Expenditure Name:

Expenditure Amount:

Expenditure Location:

Expenditure Timeline:

Expenditure Description:

Expenditure Type:

Unfinished Learning

Expenditure Relation to COVID-19:

Additional Questions

School Board Engagement:

Certification:

JDEP/LTCT Instructions

ully review the following instructions prior to completing this form.
form must be submitted in Excel format to sam.ko@ode.oregon.gov .

This form must be filled out and approval received for **each capital expenditure (construction project or individual non-consumable item)** that:

1) Has a useful life of more than one year; and
2) Costs greater than $5,000

ESSER II and III are distinct grants. Projects may span both, but will need separate project tags for each. If a project is funded from ESSER III, please ensure that it is listed on the district's Integrated Planning Tool (IPT). If you need to update the IPT, please include a copy with your Approval Form.

Each capital expenditure must be assigned a **unique** tracking number. This tracking number will be used to track whether the capital expenditure has been approved or not. **It will also be used when filling in the ESSER Reimbursement Form to indicate expenses that correspond to the capital expenditure.** A spreadsheet showing all submitted approval requests and their project tags will be posted to the ESSER II and ESSER III webpages for reference.

The project tag will consist of two parts separated by a hyphen.

The first part of each project tag will be your district's four digit ID number.

Use "01" as the last part of the project tag for the first capital expenditure and continue in sequential order for each additional capital expenditure. So the first capital expenditure project tag would end in 01, the second in 02, and so on. If a project is funded from both ESSER II and III grants, we will assist you with applying an A or B to the end of the tag.

Example: 1234-01

A brief title of the capital expenditure, such as "Shoreridge Elementary School Modulars" or "Central Middle School HVAC"

The **amount of ESSER funds** being used for the capital expenditure

The school campus or building where the capital expenditure will occur or be used
***Please note a separate approval form should be filled out for each construction project location.**
For example, if you are replacing the HVAC system at four schools, each school will be considered a separate project and will require a separate approval form. A piece of equipment that will be used at multiple schools only needs one approval form.

Estimate of when the capital expenditure is set to occur. Please note that the deadline for obligating funds for ESSER II is 09/30/23 and for ESSER III is 09/30/24.

Description of the capital expenditure

Select the expenditure type from the list of options that best matches the description of the expenditure. Reach out to ODE staff for assistance if needed.

If this expenditure is being approved out of ESSER III funds AND you intend for it to be considered for the 20% minimum of the ESSER III funds intended to address Unfinished Learning, please provide a brief reason and contact us for more information. Most capital expenditures fall outside of the definition of meeting the needs of Unfinished Learning.

Each capital expenditure must address a direct impact of COVID-19. In general, ESSER funds should not be used to complete projects or purchase equipment that were being considered prior to COVID-19, unless there is strong justification that the project or equipment is **necessary to maintain normal operations during the pandemic or to recover from the pandemic**.

For example, replacing a stadium scoreboard would likely not be an eligible use of ESSER funds, as it is not directly related to COVID-19. However, replacing an outdated/ineffective HVAC system could be an eligible use of funds as the increased air circulation can reduce the spread of COVID-19. Similarly, purchasing a portable/modular could be an eligible use of funds if it is necessary to accommodate social distancing.

Please provide information that details how this expenditure relates to the pandemic and your community's efforts to mitigate the effects and grow stronger.

For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure.

This capital expenditure approval form can be submitted prior to approval from your school board. However, school board approval must be obtained prior to expending the funds.

Note: During the review of this request, your district may be asked to provide meeting minutes that document this engagement.

Your district must certify that they are aware of and will adhere to the following laws and regulations, as well as any other applicable laws and regulations regarding capital expenditures. These federal regulations are applicable to all ESSER capital expenditure projects, regardless of amount.

2 CFR § 200.311 - Real Property

2 CFR § 200.313 - Equipment

2 CFR § 200.317-200.327 - Procurement

2 CFR § 200.439 - Prior Approval

2 CFR § 200.449 - Financing Costs

34 CFR § 75.600-75.617 - EDGAR Construction Rules

20 U.S. Code § 1232b - Prevailing Wage - (formerly known as Davis-Bacon)

Construction projects are also subject to the Americans with Disabilities Act -
28 CFR Part 36



District ID:	
District Name:	

Contact Name:	
Email:	

JDEP/LTCT Agreement #:	
Subgrant #:	

Fund Source:	
* For ESSER III ONLY, in IPT?:	
District Allocation:	

Project Tag:	

Expenditure Name:	

Expenditure Amount:	
Expenditure Location:	
Expenditure Timeline:	

Expenditure Description:	

Expenditure Type:	
* ESSER III ONLY, Unfinished Learning:	

Expenditure Relation to COVID-19:	

Additional Question 1:	

Additional Question 2:	

Additional Question 3:

Additional Question 4:

Additional Question 6:

School Board Engagement:

Certification:

FOR ODE USE ONLY

Approved?

CT Elementary & Secondary School Emergency Relief Fund (ESSER
Capital Expenditure Approval Form

Submit request in Excel format to sam.ko@ode.oregon.gov .

(enter ID)
(autofill)

Carol Stock
carol.stock@Lincoln.k12.or.us

35382
75900

ESSER III
Expense IS included in the district's submitted ESSER Integrated Planning Tool (IPT)
Invalid District ID

2097-14

Olalla Playground

$31,000.00
Olalla LTCT Program
7/01/24-9/01/24

Purchase and installation of playground equipment
Grounds (including playgrounds)
Is this project part of the district's plan to address Unfinished Learning and will it count towards the 20% of ESSER III funds for this purpose? If the district intends for this capital expenditure to be included as a part of their Unfinished Learning funds, please provide a brief rationale below and send an email to
No

Please provide a **detailed** response on how this expenditure **directly addresses an impact of COVID-19** and/or why this expenditure is **necessary to maintain normal operations** during the pandemic or to recover from the
Olalla is housed within the Mary Harrison school in Toledo, Oregon. Mary Harrison was built in --- and closed in ----. No significant updates have been made to the grounds since XXX. The new playground equipment will provide opportunities for daily movement and exercise.

What percentage of students/staff from the district will be impacted by this expenditure?
Olalla serves up to 11 students residing within Lincoln County School District with two LCSD staff members.

How does this project address the needs of those students most impacted by the pandemic and/or historically underserved students?

The pandemic affected our students and their families in a myriad of ways. The connections that were disrupted often led to dysregulated and unsafe behavior in public school settings. By serving a population of students with intensive mental health needs, Olalla is directly addressing our increased student needs post-

Who was involved in the decision making process for this expenditure and how was the community and other stakeholder input included in this decision making?

Olalla and district staff co-created a wish-list of items and experiences that would enhance and enrich the student experience. This capital expenditure was their specific request.

What are the short and long-term effects of this expenditure on student outcomes?

Having access to a safe and engaging playground should be an expectation of all school settings. Students with intensive mental health needs benefit expressly from the physical and sensory experiences an outdoor play

Why is it important for this expenditure to be completed now, as opposed to putting resources toward other priorities? (What makes this expenditure the best use of ESSER funds for your district?)

The wish list co-created by Olalla and district staff has a variety of expenditures that speak to our priorities for student engagement. These range from the purchase of gardening and science equipment to art classes. The playground is of high priority as students do not currently have access to safe climbing equipment.

For expenditures greater than or equal to $25,000, your district must engage their school board to review and approve the expenditure.
Please enter your initials in the box below to certify that this requirement has been met. If your district's expenditure is

CDS - pending board approval at May or June board meeting

By entering your name and title in the box below, you **certify that the district is aware of and will adhere to** the laws and regulations listed on the "Instructions" tab, as well as any other applicable laws and regulations regarding capital expenditures. You are also aware that "prevailing wage" regulations are applicable for

Carol Stock, Director of Special Education

10. Items of Information & Discussion
    10.a. Teaching & Learning
        10.a.1. Early Learning Update

Lincoln County School District Early Learning Tuition Rate Increase Proposal

Program/Age	Schedule	Current Rate	24/25 Proposed Rate	2022 Market Study	Comps
Infant 6 w - 1yr	FT 7:45-4:15	$800/mo	$1,200/mo	$1490/mo	$760/mo* Samaritan ELC / LC
Infant 1 y - 3 yr	FT 7:45-4:15	$760/mo	$1,000/mo	$1,400/mo	$760/mo* Samaritan ELC /LC
Preschool 3 yr-5 yr	FT M-F 8:00-3:00	$400/mo	$800/mo	$760/mo LC	$760/mo South Beach Preschool / NPT $900/mo Nye Beach Montessori / NPT $680/mo ABC Ed (3 hrs only) / NPT $680/mo Samaritan ELC / LC
Preschool Ext	PM 3-4:00	$100/mo	$100/mo		

Transparency and Communication

- **Utilize the LCSD Early Learning Web page for initial and on-going information:**
    - **Rationale:** Explain the purpose of the increase, such as ensuring program sustainability and expanding capacity.
    - **Impact on Families:** The district understands the potential financial burden and will continue to offer solutions like state funded Preschool Promise (PSP) and Employment Related Day Care (ERDC) Subsidies. We will add these opportunities to the Early Learning Handbook, Website, Social Media and include in all staff PD.
    - **FAQs:** A section addressing frequently asked questions to anticipate and address parent concerns, including rate comparisons and who to contact. Provide as much transparency as possible, keeping information current.

- **Direct Communication:** All currently enrolled and returning families will receive a letter outlining the proposed tuition increase, a timeline for implementation, and information on available financial aid options mentioned above. This personalized communication reinforces the information and allows parents to easily refer back to it.

Family Subsidies: Income Eligibility

Preschool Promise	**36 slots** (out of 72)	**ERDC***	**Requirements for ERDC Employment Related Daycare: In a two parent household, both must be working or in school.*
# in Family	**Gross Monthly**	**# in Family**	**Gross Monthly**
2	$3,286	2	$3,407
3	$4,143	3	$4.304
4	$5,000	4	$5,200
5	$5,856	5	$6,097
6	$6,713	6	$6,994

10.b. Human Resources

10.b.1. Annual Reduction In Force (RIF) Information

10.c. Facilities & Maintenance/Transportation/Food Services

10.c.1. Custodial Contract Renewal

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 1, 2024, is between LINCOLN COUNTY SCHOOL DISTRICT ("District") and SODEXO AMERICA, LLC ("Contractor").

W I T N E S S E T H:

WHEREAS, District and Contractor entered into a certain Contract dated April 13, 2004, as amended ("Contract"), whereby Contractor manages and operates District's Custodial Services operation at 1212 NE Fogarty Street, Newport, Oregon 97365 ("Premises");

WHEREAS, the parties now desire to further amend the aforesaid Contract;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Based on the following occurrences, the parties have mutually agreed to an adjustment in the Contract Price:

Current Contract Price	$2,191,009.83
CPI increase 2.98%	$65,292.09
One (1) Additional Custodial FTE per Client's request	$51,688.00
New Contract Price effective July 1, 2024	**$2,307,989.93**

Accordingly, Section III, Section 1.C. is deleted in its entirety and the following substituted therefor:

1. PRICING STRUCTURE

C. In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor a Contract Price. The annualized Contract Price for the period commencing July 1, 2024 through June 30, 2025 shall be Two Million Three Hundred Seven Thousand Nine Hundred Eighty Nine and 93/100 Dollars ($2,307,989.93). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. District will pay Contractor the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Contractor's estimates at the time of submission taking into account the financial risks assumed by Contractor and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health benefits, and supplies and services at invoiced amount with Contractor retaining allowances negotiated in its national and regional procurement contracts.

Contractor shall invoice District at the beginning of each month. District shall pay the invoiced amount within thirty (30) days after the invoice date. Payment shall be made into a bank account designated by Contractor or as otherwise directed by Contractor. District shall pay interest automatically on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

2. Pursuant to Section III, Subsection 1.D, the hourly custodial rate of pay for added optional services shall be Twenty Four and 85/100 Dollars ($24.85), and overtime hourly rate of pay shall be Thirty Seven and 27/100 Dollars ($37.27).

3. Effective January 1, 2024, Contractor is amended to reflect a change of both the first and second addresses for Notices to Contractor as follows:

"To Sodexo: Sodexo America, LLC
Attention: David Newman
CEO, North America Schools
915 Meeting Street
North Bethesda, Maryland 20852

and: Sodexo America, LLC
915 Meeting Street, Suite 1500
North Bethesda, Maryland 20852
Email: SodexoLawDept.USA@sodexo.com

The following paragraph is added to the end of Notices as follows:

With respect to any written notice or communication transmitted by the District to Contractor's Law Department in accordance with this Section, the District may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested."

4. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

5. This Amendment is effective July 1, 2024, and thereafter, unless amended. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

LINCOLN COUNTY SCHOOL DISTRICT	SODEXO AMERICA, LLC
By:	By:
Kim Cusick	Brad L. Lozier
Business Services Director	Senior Vice President

10.c.2. Nutrition Services 2024-25 Contract Renewal

This Amendment No.01 to Contract No. 2023-24 is entered into and between the Local Educational Agency (LEA) Lincoln County School District and Food Service Management Company (FSMC) Sodexo America, LLC (herein referred to as the "Parties").

This Amendment is effective July 1, 2024 (date) and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

In consideration of the promises contained herein and for other goods and valuable consideration, the Parties hereto agree as follows:

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by [brackets].

A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2024, and continues until June 30, 2025. This Agreement is subject to a maximum of four (4) additional one (1) year renewals upon the written consent of both parties, unless terminated earlier as provided in the General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Contract provisions related to USDA Foods.

B. 6.1 Billing for Fixed Price Per Meal (Fill in last year's prices along with adding new prices.)

SBP
Breakfast [$4.40] $4.58 per meal (2 breakfast = 1 meal)
Meal Equivalents [$4.40] $4.58 per meal based on $4.86 rate

NSLP
Lunch [$4.40] $4.58 per meal (1 lunch = 1 meal)
Snack [$4.40] $4.58 per snack (3 snacks = 1 meal)
Meal Equivalents [$4.40] $4.58 per meal based on $4.86 rate

SFSP
Breakfast [$4.40] $4.58 per meal (2 breakfast = 1 meal)
Lunch [$4.40] $4.58 per meal (1 lunch = 1 meal)
Snack [$4.40] $4.58 per snack (3 snacks = 1 meal)
Meal Equivalents [$4.40] $4.58 per meal based on $4.86 rate

CACFP
Breakfast [$4.40] $4.58 per meal (2 breakfast = 1 meal)
Lunch [$4.40] $4.58 per meal (1 lunch = 1 meal)
Supper [$4.40] $4.58 per meal (1 supper = 1 meal)
Snack [$4.40] $4.58 per snack (3snacks = 1 meal)
Meal Equivalents [$4.40] $4.58 per meal based on $4.86 rate

Vended Meals Programs (if offered)
Breakfast [$4.40] $4.58 per meal (2 breakfasts = 1 meal)
Lunch [$4.40] $4.58 per meal (1 lunch = 1 meal)
Snack [$4.40] $4.58 per meal (3 snacks = 1 meal)
Meal Equivalents [$4.40] $4.58 per meal based on $4.86 rate

FFVP
Serving [$4.40] $4.58 per student

C.2.2 Responsibilities of FSMC.

L. The FSMC agrees to use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods as specified in 7 CFR Part 250.53.

D. N. The FSMC agrees to provide the LEA with food cost data needed to determine its compliance with the revenue from nonprogram foods in accordance with 7 CFR 210.14(f) and USDA Memo SP 20-2016.

Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. FSMC certifies that the representations, warranties, and certification contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Sodexo, America, LLC

Authorized Signature:	Title:	Date:
Print Signature		

Lincoln County School District:

Authorized Signature:	Title:	Date:

Attachment A: MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack[1] (Choose two of the four)
Milk			
• Milk, fluid	1 cup (8 fl oz)[2]	1 cup (8 fl oz)[3]	1 cup (8 fl oz)[2]
Vegetables and/or Fruits			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total[4]	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads[5]			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz[6]		¾ cup or 1 oz[6]
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates	(Optional)		
• Lean meat or poultry or fish or alternate protein product[7]	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50%[8]	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.

3 Shall be served as a beverage.

4 Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

6 Either volume (cup) or weight (oz) whichever is less.

7 Must meet the requirements in Appendix A of the SFSP regulations.

8 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

Infant Meal Pattern Requirements
Child and Adult Care Food Program
EFFECTIVE OCTOBER 1, 2021

- Infants should be fed on demand when they show hunger signals
- Sponsors must offer to at least one reimbursable iron-fortified infant formula (IFIF)
- The tables below list minimum serving sizes to meet meal pattern requirements

Abbreviations:
Fl. oz. = Fluid Ounces
Oz. eq. = Ounce Equivalent
Oz. = Ounce (weight)
Tbsp. = Tablespoon

Breakfast, Lunch, and Supper:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk[1] or Iron-Fortified Infant Formula (IFIF)[1,2]	4-6 fl. oz.	6-8 fl. oz.
Fruit or Vegetable[3,4] or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC)[5,6] **or** **Meat/Meat Alternates (M/MA)[3],** including Meat, fish, poultry, whole eggs, cooked beans/peas, or Cheese, or Cottage Cheese, or Yogurt[7]		0 – ½ oz. eq. (0-4 Tbsp.) 0-4 Tbsp. 0-2 oz. 0-4 oz. or ½ cup 0-4 oz. or ½ cup

Note: Iron-Fortified Infant Cereal (IFIC) is the only Grain item that is allowed at Breakfast, Lunch, and Supper. Infants that do not consume IFIC can be served a M/MA item instead.

Snack:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk[1] or Iron-Fortified Infant Formula (IFIF) [1,2]	4-6 fl. oz.	2-4 fl. oz.
Fruit or Vegetable[3,4] or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC) [5,6] **or** **Breads, Crackers, or Ready-to-Eat (RTE) Cereals[5,6,8]** Bread, Tortilla, or Biscuit, or Waffle, Pancake, or English Muffin, or Savory Crackers, or Sweet Crackers, or RTE Cereals, Flakes or Rounds[9], or RTE Cereals, Puffs[9]		0 – ½ oz. eq. (0-4 Tbsp.) 0 – ½ oz. eq. 14 grams 17 grams 6 grams 7 grams 7 grams or 4 Tbsp. or ¼ cup 7 grams or 5 Tbsp. or ⅓ cup

Note: Breads, crackers, and RTE cereals are only allowed at Snack. M/MAs can be served as a bonus item only.

[1] Breast milk or IFIF, or portions of both must be served. Serving breast milk, when available, is considered a best practice for infants from birth through 11 months.
[2] All infant formula must be FDA-regulated and iron-fortified with 1 mg of iron or more per 100 calories of formula.
[3] A serving of this component is required once an infant is developmentally ready for solid foods. A combination of different food items within the component is allowed.
[4] Fruit and vegetable juices, including 100% juices, are not allowed for infants.
[5] All infant cereal must be iron-fortified (IFIC).
[6] Grains must be one of the following: enriched meal/flour or whole grain-rich. Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. For more sample serving sizes on creditable infant Grains, refer to the Feeding Infants Using Ounce Equivalents for Grains Worksheet.

[7]Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.
[8] Grain-based desserts do not count towards meeting the Grains component requirement.
[9] Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

Additional Resources: Feeding Infants in the Child and Adult Care Food Program (USDA)

CACFP Meals for Children 1 - 18 years

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast[1]: Serve all 3 components for a reimbursable Breakfast[2]

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[3]
Fluid Milk[4]	**4 fl oz (½ cup)**	**6 fl oz (¾ cup)**	**8 fl oz (1 cup)**	**8 fl oz (1 cup)**
Vegetables, Fruits, or portions of both[5]	**¼ cup**	**½ cup**	**½ cup**	**½ cup**
Grains[6], using ounce equivalent (oz. eq.)[7]	**½ oz. eq.**	**½ oz. eq.**	**1 oz. eq.**	**1 oz. eq.**
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Waffle, Pancake, Croissant	17 grams	17 grams	34 grams	34 grams
Oatmeal and other cooked cereal grains[8]	¼ cup cooked	¼ cup cooked	½ cup cooked	½ cup cooked
Cereal, Ready-to-Eat Flakes or Rounds[8]	½ cup	½ cup	1 cup	1 cup
Cereal, Ready-to-Eat Granola[8]	⅛ cup	⅛ cup	¼ cup	¼ cup
Cereal, Ready-to-eat Puffed[8]	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup

Snack[1]: Select 2 of the 5 components for a reimbursable snack[9]

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[3]
Fluid Milk[4]	**4 fl oz (½ cup)**	**6 fl oz (¾ cup)**	**8 fl oz (1 cup)**	**8 fl oz (1 cup)**
Meat or Meat Alternate (M/MA)	**½ oz. eq.**	**½ oz. eq.**	**1 oz. eq.**	**1 oz. eq.**
Cheese	½ oz.	½ oz.	1 oz.	1 oz.
Peanut butter or other nut/seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt (including soy yogurt)[10]	2 oz. (¼ cup)	2 oz. (¼ cup)	4 oz. (½ cup)	4 oz. (½ cup)
Vegetables[5]	**½ cup**	**½ cup**	**¾ cup**	**¾ cup**
Fruits[5]	**½ cup**	**½ cup**	**¾ cup**	**¾ cup**
Grains[6], using ounce equivalent (oz. eq.) [7]	**½ oz. eq.**	**½ oz. eq.**	**1 oz. eq.**	**1 oz. eq.**
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Cracker, Graham (about 5" by 2½")	14 grams/ 1 cracker	14 grams/ 1 cracker	28 grams/ 2 crackers	28 grams/ 2 crackers
Crackers (various)	11 grams	11 grams	22 grams	22 grams

Lunch or Supper[1]: Serve all 5 components for a reimbursable Lunch or Supper[11]

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[3]
Fluid Milk[4]	**4 fl oz (½ cup)**	**6 fl oz (¾ cup)**	**8 fl oz (1 cup)**	**8 fl oz (1 cup)**
Meat or Meat Alternate (M/MA)	**1 oz. eq.**	**1 ½ oz. eq.**	**2 oz. eq.**	**2 oz. eq.**

Lean meat, poultry, or fish	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.
Tofu[12]	2.2 oz. or ¼ c	3.3 oz. or ⅜ c	4.4 oz. or ½ c	4.4 oz. or ½ c
Cheese	1 oz.	1 ½ oz.	2 oz.	2 oz.
Large egg	½ egg	¾ egg	1 egg	1 egg
Cooked dry beans/peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	½ oz. = 50%	¾ oz. = 50%	1 oz. = 50%	1 oz. – 50%
Vegetables[5, 13, 14]	**⅛ cup**	**¼ cup**	**½ cup**	**½ cup**
Fruits[5]	**⅛ cup**	**¼ cup**	**¼ cup**	**¼ cup**
Grains[6], using ounce equivalent (oz. eq.) [7]	**½ oz. eq.**	**½ oz. eq.**	**1 oz. eq.**	**1 oz. eq.**
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Pasta, Rice, or Grits	14 grams dry/ ¼ cup cooked	14 grams dry/ ¼ cup cooked	28 grams dry/ ½ cup cooked	28 grams dry/ ½ cup cooked
Tortilla, Soft, Flour or Corn	14 grams	14 grams	28 grams	28 grams

[1] Water must be offered to children throughout the day. Water is not part of a reimbursable meal and may not be served instead of fluid milk.

[2] All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. Offer Versus Serve is an option only for At-Risk Afterschool Sponsors.

[3] Larger portion sizes than specified may need to be served to children ages 13 through 18 years old to meet their nutritional needs.

[4] Milk type served must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children 2-5 years of age. Milk must be unflavored low-fat (1%) or fat-free (skim) milk or flavored fat-free (skim) milk for children 6 years old and older.

[5] Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.

[6] At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. Grain- based desserts do not count towards meeting the Grains component requirement.

[7] Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See Exhibit A for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the 'Using Ounce Equivalents for Grains in the CACFP Worksheet.'

[8] Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

[9] Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack.

[10] Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.

[11] All five components must be served for a reimbursable lunch and/or supper. Offer Versus Serve is an option only for At- Risk Afterschool Sponsors.

[12] Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.

[13] Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.

[14] Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

CACFP Meals for Adults in Care

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast: Serve all 3 components for a reimbursable Breakfast[1]

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk[2]	**8 fl. oz. (1 cup)**
Vegetables, Fruits, or portions of both[3]	**½ cup**
Grains[4], using ounce equivalent (oz. eq.)[5]	**2 oz. eq.**
Bread, Biscuit, or Roll	56 grams
Waffle, Pancake, Croissant	68 grams
Oatmeal and other cooked cereal grains[6]	1 cup cooked
Cereal, Ready-to-Eat Flakes or Rounds[6]	2 cups
Cereal, Ready-to-Eat Granola[6]	½ cup
Cereal, Ready-to-eat Puffed[6]	2 ½ cups

Snack: Select 2 of the 5 components for a reimbursable snack[7]

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk[2]	**8 fl. oz. (1 cup)**
Meat or Meat Alternate (M/MA)	**1 oz. eq.**
Cheese	1 oz.
Cottage Cheese	2 oz. or ¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.
Yogurt (including soy yogurt)[8]	4 oz. (½ cup)
Vegetables[3]	**½ cup**
Fruits[3]	**½ cup**
Grains[4], using ounce equivalent (oz. eq.) [5]	**1 oz. eq.**
Bread, Biscuit, or Roll	28 grams
Cracker, Graham (about 5" by 2½")	28 grams/ 2 crackers
Crackers (various)	22 grams

Lunch or Supper: Serve all 5 components for a reimbursable Lunch or Supper[9]

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk[2,10]	**8 fl. oz. (1 cup)**
Meat or Meat Alternate (M/MA)	**2 oz. eq.**
Lean meat, poultry, or fish	2 oz. eq.
Tofu[11]	4.4 oz. or ½ c
Cheese	2 oz.
Large egg	1 egg
Cooked dry beans/peas	½ cup
Peanut butter or other nut/seed butters	4 Tbsp.

Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	1 oz. – 50%
Vegetables[3, 12, 13]	**½ cup**
Fruits[3]	**½ cup**
Grains[4], using ounce equivalent (oz. eq.) [5]	**2 oz. eq.**
Bread, Biscuit, or Roll	56 grams
Pasta, Rice, or Grits	56 grams dry/1 cup cooked
Tortilla, Soft, Flour or Corn	56 grams

CACFP Meals for Adults

[1] All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. Offer Versus Serve is an option.

[2] Milk type served must be unflavored low-fat (1%) or fat-free (skim) milk, or flavored fat-free (skim) milk for adult participants. For adult CACFP participants, 6 ounces (weight) or ¾ cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. Water is recommended at meals or snacks when yogurt is substituted for milk. Refer to the ODE CNP Meal Accommodations and Modifications page for more information on Nutritionally Equivalent Milk Substitutes and Medically-Required Accommodations.

[3] Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.

[4] At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. Grain- based desserts do not count towards meeting the Grains component requirement.

[5] Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See Exhibit A for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the 'Using Ounce Equivalents for Grains in the CACFP Worksheet.'

[6] Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

[7] Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack. [8] Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card. [9] All five components must be served for a reimbursable lunch and/or supper. Offer Versus Serve is an option.

[10] Fluid milk is optional at supper only for adult participants.

[11] Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.

[12] Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.

[13] Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

Grain Requirements For Child Nutrition Programs[1, 2]

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Group A	Ounce Equivalent (oz eq) for Group A	Minimum Serving Size for Group A
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) *Note: weights apply to bread in stuffing*	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	**Ounce Equivalent (oz eq) for Group B**	**Minimum Serving Size for Group B**
Bagels Batter type coating Biscuits Breads - all (for example sliced, French, Italian) Buns (hamburger and hot dog) Sweet Crackers[5] (graham crackers - all shapes, animal crackers) Egg roll skins English muffins Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortilla chips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz
Group C	**Ounce Equivalent (oz eq) for Group C**	**Minimum Serving Size for Group C**
Cookies[3] (plain - includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies[3], cobbler[3], fruit turnovers[4], and meats/meat alternate pies) Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	**Ounce Equivalent (oz eq) for Group D**	**Minimum Serving Size for Group D**
Doughnuts[4] (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars[4] (plain) Muffins (all, except corn) Sweet roll[4] (unfrosted) Toaster pastry[4] (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz

1 *In the NSLP and SBP (grades K-12), at least half of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain* items offered must be made from whole-grain four, whole-grain meal, corn masa, masa harina, hominy, enriched four, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain four, whole-grain meal, corn masa, masa harina, hominy, enriched four, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grains serving per day must meet whole grain-rich criteria.

2 *For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs* determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

3 *Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered* a grain-based dessert and cannot count towards the grain's component in CACFP or NSLP/SBP infant and preschool meals as specified in *§§226.20(a)(4) and 210.10.*

4 *Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains* component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

5 *Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component* in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

Group E	**Ounce Equivalent (oz eq) for Group E**	**Minimum Serving Size for Group E**
Cereal bars, breakfast bars, granola bars[4] (with nuts, dried fruit, and/or chocolate pieces) Cookies[3] (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts[4] (cake and yeast raised, frosted or glazed) French toast Sweet rolls[4] (frosted) Toaster pastry[4] (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	**Ounce Equivalent (oz eq) for Group F**	**Minimum Serving Size for Group F**
Cake[3] (plain, unfrosted) Coffee cake[4]	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz
Group G	**Ounce Equivalent (oz eq) for Group G**	**Minimum Serving Size for Group G**
Brownies[3] (plain) Cake[3] (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
Group H	**Ounce Equivalent (oz eq) for Group H**	**Minimum Serving Size for Group H**
Cereal Grains (barley, quinoa, etc.) Breakfast cereals (cooked)[6,7] Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
Group I	**Ounce Equivalent (oz eq) for Group I**	**Minimum Serving Size for Group I**
Ready to eat breakfast cereal (cold, dry)[6,7]	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

3 *Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered* a grain-based dessert and cannot count towards the grain's component in CACFP or NSLP/SBP infant and preschool meals as specified in *§§226.20(a)(4) and 210.10.*

4 *Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains* component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

6 *Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served* in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.
7 *In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain,* fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

ATTACHMENT B
Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Sodexo America, LLC	Lincoln County School District
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATIONAL AGENCY

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE

ATTACHMENT C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $100,000.

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

Sodexo America, LLC	Lincoln County School District
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

_____

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

_____

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

ATTACHMENT D
Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Sodexo America, LLC

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

_____ _____

Signature **Date**

ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: _____
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: _____
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: _____
a. initial filing
b. material change

For Material Change Only:
Year _____
Quarter _____
Date of Last Report _____

4. Name and Address of Reporting Entity:
_____Prime _____Subawardee Tier ____, if known:

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

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:
$

10a. Name and Address of Lobbying Entity:
(if individual, last name, first name, middle)

10b. Individuals Performing Services (include address if different from 10a.)
(last name, first name, middle)

11. Amount of Payment (check all that apply):
$

___ Actual ___ Planned

12. Type of payment (check all that apply):
___ a. retainer
___ b. one-time fee
___ c. commission
___ d. contingent fee
___ e. deferred
___ f. other; specify: _____

13. Form of Payment (check all that apply):
___ a. cash
___ b. in-kind; specify:
Nature _____
Actual _____

14. Continuation Sheet(s) SF-LLL-A Attached:
Yes_____ (Number _____)
No _____

15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

16. 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 this 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: _____

Print Name: _____

Title: _____

Telephone: _____

Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form -- LLL

ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity:_____Page_____of_____

ATTACHMENT D (Continued)
CONTINUATION SHEET SF-LLL-A

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check type of payment. Check all that apply.

13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 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 (0348-00046), Washington, DC 20503.

ATTACHMENT E

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Sodexo America, LLC

Date:_____ By:_____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

ATTACHMENT E (Continued)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, w*ithout modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10.d. Board

10.d.1. Public Comment (This time is reserved for general public comment to the Board)

10.d.2. Eddyville Charter & Siletz Valley Charter School Contracts

10.d.2.i. Charter School Renewal Contracts & Leases

FACILITIES LEASE

This Lease Agreement ("lease"), dated July 1, 2024, is made between LINCOLN COUNTY SCHOOL DISTRICT, Lincoln County, Oregon ("Lessor") and EDDYVILLE CHARTER SCHOOL, Eddyville, Lincoln County, Oregon ("Lessee").

This lease is subject to the terms, covenants, conditions, and restrictions set forth herein, and which are a material part of the consideration for this lease.

1. PREMISES.
   Lessor hereby leases to Lessee and Lessee accepts that certain space and improved real property ("Premises") located at 1 Eddyville School Road, OR 97343, described in the attached and incorporated Exhibit 1, including, a school building of approximately 43,016 square feet, together with all fixtures and improvements to the real property existing now or at any time in the future, except for fixtures that Lessee installs at its own expense which can be removed without causing damage to any other part of the Premises.

2. TERM.
   The term of this lease begins on July 1, 2024, and ends on June 30, 2034.

3. POSSESSION.
   The Lessee is currently in possession of the Premises and will continue to maintain possession under this lease.

4. RENT.
   Lessee agrees to pay Lessor rent for the Premises in the sum of $1.00 per year, beginning August 1, 2024, and payable on each August 1, with the first payment due on August 1, 2024.

5. ADDITIONAL RENT.
   In addition to the rent described in paragraph (4) above, Lessee agrees to pay the following as additional rent:

   a. The cost of all insurance which Lessee is required to have under this lease;

   b. All amounts necessary to maintain and operate the Premises as provided herein; and,

   c. Any taxes due on or with respect to the uses made of the Premises.

6. USE.
   Lessee shall use the Premises for the educational program described in the approved, revised Charter School Contract dated July 2024, and shall not use or permit the

Premises to be used for any other purpose without the prior written consent of Lessor, which consent shall be within Lessor's sole discretion.
Lessee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything thereon, which would, in any way, increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said Premises or any part thereof or any of its contents.

Lessee shall not allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. Lessee shall not cause or permit *any* hazardous substance to be brought upon, kept, or used in or about the premises by Lessee, Lessee's agents, employees, contractors or invitees without the prior written consent of Lessor, which shall not be unreasonably withheld as long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous substance is necessary or useful to Lessee's educational program and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous substance so brought upon or used or kept in or about the premises.

For purposes of this paragraph (6), the term "hazardous materials" shall mean any materials that, because of their quantity, concentration or physical, chemical or infections characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, transported or otherwise handled. This term includes, but is not limited to, asbestos, lead paint, petroleum, including crude oil, including any fraction thereof that is a liquid at standard conditions of temperature and pressure (600° Fahrenheit and 14.71 lbs. per square inch absolute), or any hazardous or toxic substance regulated under the Resource Conservation and Recovery Act, the Comprehensive Environment Response Compensation and Liability Act, or any other state, federal or local laws relating to the protection of human health or the environment.

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages,· penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the Lease term because of the contamination by hazardous materials as a result of the use or activities of Lessee, Lessee's agents, contractors, and invitees. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of hazardous materials in the soil or ground water on or coming from the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee, or Lessee's agents, contractors or invitees, results in contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are

necessary to return the Premises to the condition existing prior to the release of any such hazardous material. Nevertheless, Lessor shall have the right to order Lessee to cease any cleanup or mitigation activity if such action would potentially have any material adverse, long-term or short-term, effect on the Premises. The foregoing indemnity shall survive the expiration or termination of this lease.

7. COMPLIANCE WITH THE LAW.
Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statue, ordinance, or government rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters, or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that lessee has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact between Lessor and Lessee.

8. ALTERATIONS AND ADDITIONS.
    a. Lessee shall not make or suffer to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, additions, or improvements to or of said Premises shall on the expiration of the term become a part of the realty and belong to the Lessor and shall be surrendered with the Premises. Lessee may designate, within thirty (30) days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Lessee which may be removed by Lessee on the expiration of the term of this lease, as long as Lessee repairs any physical injury to the Premises caused by such removal.

    b. If Lessor consents to the making of any alterations, additions, or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. Any contractor or person selected by Lessee to make any alterations, additions, or improvements must first be approved of and consented to in writing by Lessor, which consent shall not be unreasonably withheld. Any improvements made to the Premises by Lessee shall be deemed to become a part of the Premises. Lessee shall not be entitled to any rental credit for the same, nor entitled to make any claim against Lessor in connection with such improvements.

    c. Except as may be otherwise specifically stated in this lease, Lessee shall have no right to remove any improvements placed on the Premises by either Lessor or

Lessee during the term of the lease. Lessee may remove trade fixtures, but not plumbing or light fixtures, installed by Lessee, at the termination of the lease, if such removal can be made without material damage to the Premises. Removal may not be made of any fixtures if the lease is in default in any way. In the case of such default, the Lessor may retain the fixtures as security for unpaid rent and for damages for other breaches, if any.

d. In any instance where Lessee has the right to remove fixtures or other improvements and fails to do so within thirty (30) days after the expiration of this lease or termination thereof, the fixtures and all other improvements remaining on the Premises shall become the property of Lessor.

9. MAINTENANCE AND REPAIRS.

a. Lessee, at Lessee's sole cost and expense, shall keep the Premises, including but not limited to landscaping, buildings, systems, fixtures, and equipment, and every part thereof in good condition and repair. Damage to the Premises from causes that are beyond the reasonable control of Lessee and ordinary wear and tear are excepted from this provision.

b. Upon termination of this lease, Lessee shall surrender the Premises to Lessor in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted.

c. Lessee's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, light fixtures (including those installed by Lessee), and painting and repair of interior walls, ceilings, and floors.

d. Repair and maintenance work done by Lessee must be of a quality at least equal to the quality of the original installations in and on the Premises.

e. Lessee's responsibility under this section shall include normal and routine maintenance and repair as well as capital improvements necessary to extend the life of the building(s), replace and renew building systems, and repair deterioration and damage caused by vandalism or excessive use.

f. Lessee shall provide, at Lessee's sole expense, all necessary janitorial services and will not commit any strip or waste on the Premises. Janitorial supplies shall be environmentally friendly, and Lessee shall be responsible to keep an inventory of hazardous materials and MSDS sheets.

g. Lessor shall have no responsibility for maintenance of the Premises, other than with respect to execution and approval of such documentation as may be required to allow Lessee to maintain and improve the Premises.

10. ASSIGNMENT AND SUBLETTING.

Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate, or encumber this lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Lessee excepted), to occupy or use the said Premises, or any portion thereof, without the prior written consent of Lessor. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person or for a different use or purpose.

11. HOLD HARMLESS.
    Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to activity of Lessee on the leased Premises or any condition of the leased Premises in the possession or control of Lessee related to any activity of Lessee.

12. SUBROGATION.
    As long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

13. INSURANCE.
    Lessee shall maintain a comprehensive general liability insurance policy, including premises liability, auto and personal injury, with a combined single limit coverage of not less than $2,000,000.00 naming the Lincoln County School District as an "additional named insured." Lessee shall further maintain statutory workers' compensation and employer's liability insurance as required by state law with minimum limits of $1,000,000.00 for each accident including a waiver of subrogation. Lessee shall also maintain a broad-form standard fire insurance policy with extended coverage endorsement covering the Premises for no less than "replacement cost" on all leased facilities. Lessee may purchase a tenant's fire insurance policy to cover the cost of recovery of Lessee's contents stored on the Premises. The limit of the above insurance shall not limit the liability of Lessee hereunder. Lessee may carry said insurance under a blanket policy, providing said insurance by Lessee shall have a Lessor's protective liability endorsement attached thereto. If Lessee fails to procure and maintain said insurance, Lessor may, but is not required to, procure and maintain the same at the expense of Lessee. Insurance required hereunder shall be in companies rated no less than A-7 from AM Best's Rating Insurance Guide.

14. SERVICE AND UTILITIES.
    Lessee shall pay all utility charges and service charges including but not limited to such charges as water, telephone, internet, heat, electricity, natural gas, garbage, water, sewer, etc. all at Lessee's sole expense. Lessee shall arrange for the handling of freight by Lessee's personnel, not Lessor's personnel. Lessee may contract for the receiving of freight by Lessor's personnel.

15. SECURITY.
Lessee shall be responsible for the security of the Premises. Lessee shall also maintain a fire alarm system for all structures that will be used by children that complies with all applicable fire and safety codes. Lessee shall be responsible for all applicable phone line charges. Lessee shall be responsible for providing Lessor with a copy of keys to all locks.

16. SERVICE AND REPORTING REQUIREMENTS.
Lessor agrees to the following service and reporting requirements:

a. Maintain a safe and secure facility by:

1. The correct operation of the building mechanical, electrical and plumbing systems;

2. Ensuring staff are trained in first aid and CPR;

3. Adopting risk management and emergency procedures;

4. Maintaining adequately stocked first aid kits.

b. Provide the Lessor, by August 15 of each year, a written annual report for the previous fiscal year (July 1 – June 30) that describes all non-routine maintenance, repairs, and improvements made during the previous year and the cost thereof, including the value of in-kind labor and materials, and a description of the manner in which the improvements were constructed which demonstrates that the cash-financed improvements were constructed using competitive procurement practices.

17. HOLDING OVER.
If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

18. ENTRY BY LESSOR.
Lessor reserves and shall have the right to enter the Premises during normal business hours of Lessee, for maintenance at any time, or in the case of an emergency at any time with prompt notice to Lessee. The purpose of entrance by Lessor may be to inspect the same, supply any service to be provided by Lessor to Lessee hereunder, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises that Lessor may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked

thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. There shall be no abatement of rent and no liability of Lessor by reason of such entry under this paragraph unless Lessor's negligence or breach of any provision of this Lease materially interferes with Lessee's business, use, or quiet enjoyment of the premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises. Lessor shall have the right to use any and all reasonable means which Lessor may deem proper to open said doors in an emergency, with the consent of Lessee obtained before entering, if possible, in order to obtain entry to the Premises without liability to Lessor, except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

19. RECONSTRUCTION.

In the event of damage or destruction of the Premises due to an event that is covered by property insurance, the Premises shall be restored in accordance with plans and specifications mutually agreeable to the Lessor and Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond District's reasonable control.

If the Premises are damaged such that the cost of restoration is reasonably estimated by the parties to exceed the proceeds of insurance available for such purpose, then the parties agree to proceed as follows:

a. Lessor may elect to terminate this Lease by written notice to Lessee, given at least 30 days following the date of damage, whereupon Lessor shall be entitled to receive all proceeds of any policies of insurance held by Lessee, free of any claim by Lessee and Lessee shall take all action and execute all documents necessary to disburse the proceeds to District.

b. Absent such an election, Lessor and Lessee may proceed to restore the improvements using value engineering to assure that the cost of restoration will not exceed available insurance proceeds together with any other funds available for such purposes from grants, donations or Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond the parties' reasonable control.

20. DEFAULT.

a. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessee:

1. The vacating or abandonment of the Premises by Lessee.

2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within ten days of the date the same is due.

3. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Lessee where such failure shall continue for a period of 30 days after written notice thereof; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee or Lessor shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

4. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ten (10) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged in ten (10) days.

5. The termination or expiration of the Lessee's Charter without a replacement or renewal shall constitute an Event of Default under this Lease.

b. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessor:
    1. Lessor shall be considered in default if, at any time, Lessor fails to make the premises available to Lessee or creates any situation which substantially impedes the use of the premises for the uses for which they are intended.

c. Any waiver by Lessor of strict compliance within the terms of this Lease shall not be a waiver of any subsequent violation or default.

21. <u>REMEDIES IN DEFAULT.</u>
In the event of any default or breach by Lessee, Lessor may at any time thereafter, upon notice and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of each default or breach:

a. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proved could be reasonably avoided; that portion of the leasing commission paid by Lessor and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (a) taking possession of the Premises and recovering from Lessee the amount specified in this paragraph, or (b) proceeding under the provisions of the following Article 20b.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the state in which the Premises are located.

22. EMINENT DOMAIN.

If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or if all access is taken, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If either less than or more than 25 percent of the Premises is taken, and neither party elects to terminate as herein provided, the rent thereafter to be paid shall be equitably reduced. If any part of the Premises is so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award as above provided; and in the event Lessor does not exercise its option to terminate this Lease, Lessee shall have an option to terminate this Lease without further notice if the taking or appropriation of any part of the Premises or unreasonably interferes with Lessee's use or business.

23. TERMINATION BY LESSEE.

This Lease may be terminated by Lessee for any reason with not less than sixty (60) days prior written notice to Lessor.

24. STATEMENT AND COOPERATION BY LESSEE.

Lessee shall at any time and from time to time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises is a part. Lessee will cooperate with Lessor in providing other reasonable information to prospective purchasers or encumbrancers of the Premises. If a prospective purchaser or encumbrancer requests minor modification of this Lease, Lessee will not unreasonably refuse such modifications unless Lessee deems the modifications to be major or significant modifications affecting its rights, use of the premises, or Lessor's or Lessee's obligations under this Lease. In the event of a dispute between Lessor and Lessee under this provision, either party may, within 90 days of the occurrence of the dispute, request in writing that the matter be submitted to arbitration by a mutually acceptable arbitration according to the provisions of paragraph 26 of this Lease.

25. AUTHORITY OF PARTIES.

a. Corporate Authority. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly-adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

26. GENERAL PROVISIONS.

a. Plats and Riders.

Clauses, plats, and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease are a part hereof.

b. Waiver.

The waiver by Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent.

c. Notices.

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing.

All notices and demands by the Lessor to the Lessee shall be sent by United States mail, postage prepaid, addressed to the Lessee c/o:

Eddyville Charter School
Attn: Principal
PO Box 68
Eddyville, OR 97343

or to such other places as Lessee may from time to time designate in a notice to the Lessor.

All notices and demands by the Lessee to the Lessor shall be sent by United States Mail, postage prepaid, addressed to the Lessor c/o:

Lincoln County School District
Attn: Superintendent
PO Box 1110
Newport, Oregon 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

Rent shall be addressed to Lessor c/o:

Lincoln County School District
Business Office
PO Box 1110
Newport, Oregon, 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

d. Headings.

The headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

e. Time.

Time is of the essence of this Lease in each and all of its provisions in which performance is a factor.

f. Successors and Assigns.

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and permitted assigns of the parties hereto.

g. Recording.
Neither Lessor or Lessee shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

h. Quiet Possession.
Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

i. Late Charges.
Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within 10 days after written notice that said amount is past due, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

j. Prior Agreements.
This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

k. Inability to Perform.
This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its
obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, or any other cause beyond the reasonable control of the Lessor.

l. Attorney Fees.
If any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses,

including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorney's fees.

m. Separability.
Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

n. Cumulative Remedies.
No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

o. Choice of Law.
This Lease shall be governed by the laws of the State of Oregon.

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

Lessor: LINCOLN COUNTY SCHOOL DISTRICT

By:_____ _____
Peter Vince, Chairman Date
Lincoln County School District Board

By:_____ _____
Dr. Majalise Tolan, Superintendent Date
Lincoln County School District

Lessee: EDDYVILLE CHARTER SCHOOL

_____ _____
Abe Silvonen, Chairman Date
Eddyville Charter School Board of Directors

Approved as to form:

By:_____ _____
District Legal Counsel Date

FACILITIES LEASE

This Lease Agreement ("lease"), dated July 1, 2024, is made between LINCOLN COUNTY SCHOOL DISTRICT, Lincoln County, Oregon ("Lessor") and SILETZ VALLEY SCHOOL, Siletz, Lincoln County, Oregon ("Lessee").

This lease is subject to the terms, covenants, conditions, and restrictions set forth herein, and which are a material part of the consideration for this lease.

1. PREMISES.
   Lessor hereby leases to Lessee and Lessee accepts that certain space and improved real property ("Premises") located at 245 NW James Franks Ave., Siletz, OR 97380, described in the attached and incorporated Exhibit 1, including, a school building of approximately 64,665 square feet, together with all fixtures and improvements to the real property existing now or at any time in the future, except for fixtures that Lessee installs at its own expense which can be removed without causing damage to any other part of the Premises.

2. TERM.
   The term of this lease begins on July 1, 2024, and ends on June 30, 2034.

3. POSSESSION.
   The Lessee is currently in possession of the Premises and will continue to maintain possession under this lease.

4. RENT.
   Lessee agrees to pay Lessor rent for the Premises in the sum of $1.00 per year, beginning August 1, 2024, and payable on each August 1, with the first payment due on August 1, 2024.

5. ADDITIONAL RENT.
   In addition to the rent described in paragraph (4) above, Lessee agrees to pay the following as additional rent:

   a. The cost of all insurance which Lessee is required to have under this lease;

   b. All amounts necessary to maintain and operate the Premises as provided herein; and,

   c. Any taxes due on or with respect to the uses made of the Premises.

6. USE.
   Lessee shall use the Premises for the educational program described in the approved, revised Charter School Contract dated July 2024, and shall not use or permit the

Premises to be used for any other purpose without the prior written consent of Lessor, which consent shall be within Lessor's sole discretion.
Lessee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything thereon, which would, in any way, increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said Premises or any part thereof or any of its contents.

Lessee shall not allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. Lessee shall not cause or permit *any* hazardous substance to be brought upon, kept, or used in or about the premises by Lessee, Lessee's agents, employees, contractors or invitees without the prior written consent of Lessor, which shall not be unreasonably withheld as long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous substance is necessary or useful to Lessee's educational program and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous substance so brought upon or used or kept in or about the premises.

For purposes of this paragraph (6), the term "hazardous materials" shall mean any materials that, because of their quantity, concentration or physical, chemical or infections characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, transported or otherwise handled. This term includes, but is not limited to, asbestos, lead paint, petroleum, including crude oil, including any fraction thereof that is a liquid at standard conditions of temperature and pressure (600° Fahrenheit and 14.71 lbs. per square inch absolute), or any hazardous or toxic substance regulated under the Resource Conservation and Recovery Act, the Comprehensive Environment Response Compensation and Liability Act, or any other state, federal or local laws relating to the protection of human health or the environment.

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages,· penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the Lease term because of the contamination by hazardous materials as a result of the use or activities of Lessee, Lessee's agents, contractors, and invitees. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of hazardous materials in the soil or ground water on or coming from the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee, or Lessee's agents, contractors or invitees, results in contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are

necessary to return the Premises to the condition existing prior to the release of any such hazardous material. Nevertheless, Lessor shall have the right to order Lessee to cease any cleanup or mitigation activity if such action would potentially have any material adverse, long-term or short-term, effect on the Premises. The foregoing indemnity shall survive the expiration or termination of this lease.

7. COMPLIANCE WITH THE LAW.
Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statue, ordinance, or government rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters, or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that lessee has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact between Lessor and Lessee.

8. ALTERATIONS AND ADDITIONS.
    a. Lessee shall not make or suffer to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, additions, or improvements to or of said Premises shall on the expiration of the term become a part of the realty and belong to the Lessor and shall be surrendered with the Premises. Lessee may designate, within thirty (30) days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Lessee which may be removed by Lessee on the expiration of the term of this lease, as long as Lessee repairs any physical injury to the Premises caused by such removal.

    b. If Lessor consents to the making of any alterations, additions, or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. Any contractor or person selected by Lessee to make any alterations, additions, or improvements must first be approved of and consented to in writing by Lessor, which consent shall not be unreasonably withheld. Any improvements made to the Premises by Lessee shall be deemed to become a part of the Premises. Lessee shall not be entitled to any rental credit for the same, nor entitled to make any claim against Lessor in connection with such improvements.

    c. Except as may be otherwise specifically stated in this lease, Lessee shall have no right to remove any improvements placed on the Premises by either Lessor or

Lessee during the term of the lease. Lessee may remove trade fixtures, but not plumbing or light fixtures, installed by Lessee, at the termination of the lease, if such removal can be made without material damage to the Premises. Removal may not be made of any fixtures if the lease is in default in any way. In the case of such default, the Lessor may retain the fixtures as security for unpaid rent and for damages for other breaches, if any.

d. In any instance where Lessee has the right to remove fixtures or other improvements and fails to do so within thirty (30) days after the expiration of this lease or termination thereof, the fixtures and all other improvements remaining on the Premises shall become the property of Lessor.

9. MAINTENANCE AND REPAIRS.

a. Lessee, at Lessee's sole cost and expense, shall keep the Premises, including but not limited to landscaping, buildings, systems, fixtures, and equipment, and every part thereof in good condition and repair. Damage to the Premises from causes that are beyond the reasonable control of Lessee and ordinary wear and tear are excepted from this provision.

b. Upon termination of this lease, Lessee shall surrender the Premises to Lessor in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted.

c. Lessee's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, light fixtures (including those installed by Lessee), and painting and repair of interior walls, ceilings, and floors.

d. Repair and maintenance work done by Lessee must be of a quality at least equal to the quality of the original installations in and on the Premises.

e. Lessee's responsibility under this section shall include normal and routine maintenance and repair as well as capital improvements necessary to extend the life of the building(s), replace and renew building systems, and repair deterioration and damage caused by vandalism or excessive use.

f. Lessee shall provide, at Lessee's sole expense, all necessary janitorial services and will not commit any strip or waste on the Premises. Janitorial supplies shall be environmentally friendly, and Lessee shall be responsible to keep an inventory of hazardous materials and MSDS sheets.

g. Lessor shall have no responsibility for maintenance of the Premises, other than with respect to execution and approval of such documentation as may be required to allow Lessee to maintain and improve the Premises.

10. ASSIGNMENT AND SUBLETTING.

Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate, or encumber this lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Lessee excepted), to occupy or use the said Premises, or any portion thereof, without the prior written consent of Lessor. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person or for a different use or purpose.

11. HOLD HARMLESS.
    Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to activity of Lessee on the leased Premises or any condition of the leased Premises in the possession or control of Lessee related to any activity of Lessee.

12. SUBROGATION.
    As long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

13. INSURANCE.
    Lessee shall maintain a comprehensive general liability insurance policy, including premises liability, auto and personal injury, with a combined single limit coverage of not less than $2,000,000.00 naming the Lincoln County School District as an "additional named insured." Lessee shall further maintain statutory workers' compensation and employer's liability insurance as required by state law with minimum limits of $1,000,000.00 for each accident including a waiver of subrogation. Lessee shall also maintain a broad-form standard fire insurance policy with extended coverage endorsement covering the Premises for no less than "replacement cost" on all leased facilities. Lessee may purchase a tenant's fire insurance policy to cover the cost of recovery of Lessee's contents stored on the Premises. The limit of the above insurance shall not limit the liability of Lessee hereunder. Lessee may carry said insurance under a blanket policy, providing said insurance by Lessee shall have a Lessor's protective liability endorsement attached thereto. If Lessee fails to procure and maintain said insurance, Lessor may, but is not required to, procure and maintain the same at the expense of Lessee. Insurance required hereunder shall be in companies rated no less than A-7 from AM Best's Rating Insurance Guide.

14. SERVICE AND UTILITIES.
    Lessee shall pay all utility charges and service charges including but not limited to such charges as water, telephone, internet, heat, electricity, natural gas, garbage, water, sewer, etc. all at Lessee's sole expense. Lessee shall arrange for the handling of freight by Lessee's personnel, not Lessor's personnel. Lessee may contract for the receiving of freight by Lessor's personnel.

15. SECURITY.
Lessee shall be responsible for the security of the Premises. Lessee shall also maintain a fire alarm system for all structures that will be used by children that complies with all applicable fire and safety codes. Lessee shall be responsible for all applicable phone line charges. Lessee shall be responsible for providing Lessor with a copy of keys to all locks.

16. SERVICE AND REPORTING REQUIREMENTS.
Lessor agrees to the following service and reporting requirements:

a. Maintain a safe and secure facility by:

1. The correct operation of the building mechanical, electrical and plumbing systems;

2. Ensuring staff are trained in first aid and CPR;

3. Adopting risk management and emergency procedures;

4. Maintaining adequately stocked first aid kits.

b. Provide the Lessor, by August 15 of each year, a written annual report for the previous fiscal year (July 1 – June 30) that describes all non-routine maintenance, repairs, and improvements made during the previous year and the cost thereof, including the value of in-kind labor and materials, and a description of the manner in which the improvements were constructed which demonstrates that the cash-financed improvements were constructed using competitive procurement practices.

17. HOLDING OVER.
If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

18. ENTRY BY LESSOR.
Lessor reserves and shall have the right to enter the Premises during normal business hours of Lessee, for maintenance at any time, or in the case of an emergency at any time with prompt notice to Lessee. The purpose of entrance by Lessor may be to inspect the same, supply any service to be provided by Lessor to Lessee hereunder, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises that Lessor may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked

thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. There shall be no abatement of rent and no liability of Lessor by reason of such entry under this paragraph unless Lessor's negligence or breach of any provision of this Lease materially interferes with Lessee's business, use, or quiet enjoyment of the premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises. Lessor shall have the right to use any and all reasonable means which Lessor may deem proper to open said doors in an emergency, with the consent of Lessee obtained before entering, if possible, in order to obtain entry to the Premises without liability to Lessor, except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

19. RECONSTRUCTION.

In the event of damage or destruction of the Premises due to an event that is covered by property insurance, the Premises shall be restored in accordance with plans and specifications mutually agreeable to the Lessor and Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond District's reasonable control.

If the Premises are damaged such that the cost of restoration is reasonably estimated by the parties to exceed the proceeds of insurance available for such purpose, then the parties agree to proceed as follows:

a. Lessor may elect to terminate this Lease by written notice to Lessee, given at least 30 days following the date of damage, whereupon Lessor shall be entitled to receive all proceeds of any policies of insurance held by Lessee, free of any claim by Lessee and Lessee shall take all action and execute all documents necessary to disburse the proceeds to District.

b. Absent such an election, Lessor and Lessee may proceed to restore the improvements using value engineering to assure that the cost of restoration will not exceed available insurance proceeds together with any other funds available for such purposes from grants, donations or Lessee. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond the parties' reasonable control.

20. DEFAULT.

a. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessee:

1. The vacating or abandonment of the Premises by Lessee.

2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within ten days of the date the same is due.

3. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Lessee where such failure shall continue for a period of 30 days after written notice thereof; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee or Lessor shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

4. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ten (10) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged in ten (10) days.

5. The termination or expiration of the Lessee's Charter without a replacement or renewal shall constitute an Event of Default under this Lease.

b. The occurrence of any one, or more, of the following events, identified below shall constitute a default and breach of this Lease by Lessor:
    1. Lessor shall be considered in default if, at any time, Lessor fails to make the premises available to Lessee or creates any situation which substantially impedes the use of the premises for the uses for which they are intended.

c. Any waiver by Lessor of strict compliance within the terms of this Lease shall not be a waiver of any subsequent violation or default.

21. <u>REMEDIES IN DEFAULT.</u>
In the event of any default or breach by Lessee, Lessor may at any time thereafter, upon notice and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of each default or breach:

a. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proved could be reasonably avoided; that portion of the leasing commission paid by Lessor and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (a) taking possession of the Premises and recovering from Lessee the amount specified in this paragraph, or (b) proceeding under the provisions of the following Article 20b.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the state in which the Premises are located.

22. EMINENT DOMAIN.

If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or if all access is taken, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If either less than or more than 25 percent of the Premises is taken, and neither party elects to terminate as herein provided, the rent thereafter to be paid shall be equitably reduced. If any part of the Premises is so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award as above provided; and in the event Lessor does not exercise its option to terminate this Lease, Lessee shall have an option to terminate this Lease without further notice if the taking or appropriation of any part of the Premises or unreasonably interferes with Lessee's use or business.

23. TERMINATION BY LESSEE.

This Lease may be terminated by Lessee for any reason with not less than sixty (60) days prior written notice to Lessor.

24. STATEMENT AND COOPERATION BY LESSEE.
Lessee shall at any time and from time to time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises is a part. Lessee will cooperate with Lessor in providing other reasonable information to prospective purchasers or encumbrancers of the Premises. If a prospective purchaser or encumbrancer requests minor modification of this Lease, Lessee will not unreasonably refuse such modifications unless Lessee deems the modifications to be major or significant modifications affecting its rights, use of the premises, or Lessor's or Lessee's obligations under this Lease. In the event of a dispute between Lessor and Lessee under this provision, either party may, within 90 days of the occurrence of the dispute, request in writing that the matter be submitted to arbitration by a mutually acceptable arbitration according to the provisions of paragraph 26 of this Lease.

25. AUTHORITY OF PARTIES.
    a. Corporate Authority. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly-adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

26. GENERAL PROVISIONS.
    a. Plats and Riders.
    Clauses, plats, and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease are a part hereof.

    b. Waiver.
    The waiver by Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent.

c. Notices.

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing.

All notices and demands by the Lessor to the Lessee shall be sent by United States mail, postage prepaid, addressed to the Lessee c/o:

Siletz Valley School
Attn: Principal
PO Box 247
Siletz, OR 97380

or to such other places as Lessee may from time to time designate in a notice to the Lessor.

All notices and demands by the Lessee to the Lessor shall be sent by United States Mail, postage prepaid, addressed to the Lessor c/o:

Lincoln County School District
Attn: Superintendent
PO Box 1110
Newport, Oregon 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

Rent shall be addressed to Lessor c/o:

Lincoln County School District
Business Office
PO Box 1110
Newport, Oregon, 97365

or to such other person or place as the Lessor may from time to time designate in a notice to Lessee.

d. Headings.

The headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

e. Time.

Time is of the essence of this Lease in each and all of its provisions in which performance is a factor.

f. Successors and Assigns.

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and permitted assigns of the parties hereto.

g. Recording.
Neither Lessor or Lessee shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

h. Quiet Possession.
Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

i. Late Charges.
Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within 10 days after written notice that said amount is past due, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

j. Prior Agreements.
This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

k. Inability to Perform.
This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its
obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, or any other cause beyond the reasonable control of the Lessor.

l. Attorney Fees.
If any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses,

including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorney's fees.

m. Separability.
Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

n. Cumulative Remedies.
No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

o. Choice of Law.
This Lease shall be governed by the laws of the State of Oregon.

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

Lessor: LINCOLN COUNTY SCHOOL DISTRICT

By:_____ _____
Peter Vince, Chairman Date
Lincoln County School District Board

By:_____ _____
Dr. Majalise Tolan, Superintendent Date
Lincoln County School District

Lessee: SILETZ VALLEY SCHOOL

_____ _____
William Worman, Chairman Date
Siletz Valley School Board

Approved as to form:

By:_____ _____
District Legal Counsel Date

Charter Agreement

Between

Siletz Valley School, K-12

And

Lincoln County School District

From

June 2024 to June 2034
(Fifth Renewal)

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Lincoln County School District ("District") and the Siletz Valley Charter School ("SVS"), an Oregon nonprofit corporation.

RECITALS:

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

WHEREAS, in January 2024, a request for the fifth renewal of the charter was submitted by the SVS for the continuation of SVS as a public charter school to operate within the District; and

WHEREAS, on February 13, 2024, the District's Board of Directors held a public hearing on the provisions of the proposal in accordance with ORS 338.055 and evaluated the criteria set forth in ORS 338.005; and

WHEREAS, the District's Board of Directors has determined that SVS has demonstrated that it has met the requirements of ORS 338.005;

WHEREAS, this Contract between SVS and the District, including Exhibits, will constitute the full and complete agreement between the parties regarding the governance and operation of school; and

WHEREAS, the parties desire that SVS be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338;

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

Section 1. Grant of Charter

SVS is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate a single public charter school located within the boundaries of the Lincoln County School District as described herein.

Section 2. Conditions Precedent to Continued Operation of Charter School

In order for SVS to continue to operate as a public charter school sponsored by the District, the following conditions shall be met by August 30, 2024:

SVS shall provide proof to the District that it has met all requirements to continue to maintain a building site either to purchase, lease, rent or otherwise secure a facility, acceptable to the District, to operate within the District boundaries; and

SVS shall continue to secure the appropriate and necessary occupancy and safety permits for the charter school facility and deliver proof of these permits to the District; and

SVS shall continue to secure insurance in accordance with this Agreement, and deliver proof of insurance to the District; and

SVS shall prepare and deliver to the District proof that the financial stability of the charter school is being maintained. The applicant shall deliver a budget for the period July 1, 2024-June 30, 2025 reflecting facility and staffing costs to the District; and

SVS shall continue services in upcoming school years according to the District's calendar or a District approved calendar for SVS.

Section 3. Effective Date

This Contract shall commence on July 1, 2024 and shall expire on June 30, 2034.

Section 4. Educational Program, Student Assessment and Curriculum

The mission of SVS is to continue to provide a grade K-12 charter school per the original proposal.

A. Age, Grade Range, and Enrollment

(i) SVS shall provide instruction, for the term of this Contract, to students in Kindergarten through the twelfth grade or students with a deficit in credits that would place them in the ninth through twelfth grades.

Enrollment during this Contract shall not exceed 300 students without the express written consent of the District.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of SVS's instructional programs outlined in its original application, and as amended herein.

(i) SVS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law.

(ii) The educational program, pupil performance standards and curriculum

designed and implemented by SVS shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.

(iii) SVS agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.

(iv) SVS agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its original proposal. A fundamental change is defined as changing the core curriculum of SVS, changing the academic focus of SVS, or adopting a curriculum that does not meet District or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

(v) SVS shall establish a written policy for resolving complaints against SVS, including complaints regarding curriculum. Any changes to the existing policy shall be submitted to District in writing.

C. Assessment and Achievement Goals

(i) All students enrolled and attending Kindergarten through twelfth grade at SVS shall participate in all statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the requirements of the Every Student Succeeds Act (ESSA).

(ii) If any of the assessments described in Section 4, Paragraph C, subparagraph (i) of this Contract are discontinued, the parties shall mutually agree on the assessment tool to be used by SVS to determine the student performance standards for students.

D. Extracurricular Activities

(i) SVS students that are residents of the District are eligible to participate in extracurricular activities at their neighborhood schools at no charge to SVS.

(ii) Students of SVS who participate in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility, and conduct that District students must meet. Students that are not residents of the District shall not be eligible to participate in extracurricular activities of the District.

(iii) The District shall not be required to provide transportation for an SVS student to and/or from an extracurricular activity. However, if there is space available, the District may provide transportation services to an SVS student to and/or from an extracurricular activity. The District is not required to alter or add any additional buses or bus routes to accommodate an SVS student.

E. Records

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

F. Nonreligious and Nondiscrimination

The educational program of SVS shall be nonreligious and nonsectarian. SVS shall not limit student admission based on race, ethnicity, sex, national origin, religion, disability, sexual orientation, gender identity, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

G. Open Enrollment

For the term of this Contract, enrollment shall be open to any child eligible to attend Kindergarten through 12th grade subject to ORS 338.125(1).

H. Admission

Admission of students to SVS shall be determined in accordance with SVS's original proposal, except as amended by the Contract or federal law. As provided in ORS 338.125, in subsequent years of operation, SVS may give admissions preference to students who were enrolled in SVS the prior year and siblings of students enrolled and attending SVS.

In the event a nonresident student is enrolled, SVS agrees to:

(i) Within 10 days of a nonresident student's enrollment in SVS, SVS shall provide written notice of the student's enrollment to the District.

(ii) Within 10 days of receiving the notice, the District shall provide to the student's parent, legal guardian or person in parental relationship written information about:

1. The District's responsibility to identify, locate and evaluate students enrolled in the public charter school to determine which students may

need special education and related services as provided by ORS 338.165; and

2. The methods by which the District may be contacted to answer questions or provide information related to special education and related services.

When a nonresident student withdraws from SVS for a reason other than graduation from high school, the District shall:

(i) Provide to the student's resident district written notice that the student has withdrawn.

(ii) Provide to the student's parent, legal guardian or person in parental relationship written information about:

1. The responsibility of the student's resident district to identify, locate and evaluate students to determine which students may need special education and related services as provided by ORS 338.165; and

2. The methods by which the student's resident district may be contacted to answer questions or provide information related to special education and related services.

I. Student Attendance, Conduct and Discipline

(i) SVS shall implement a system of uniform student discipline consistent with District Policy JFC and Administrative Rule JFC/AR. SVS shall forward any changes to the currently adopted policy by September 1, 2024. SVS shall notify its students of the student's rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this Contract. SVS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis by no later than the 5th day of each month.

(ii) SVS shall notify the District immediately upon a student being expelled from the school.

(iii) SVS and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

J. Education of Talented and Gifted Students

SVS shall comply with ORS 343.391-343.413, and rules adopted by the State Board of Education for implementing these statutes.

K. Education of English Learners

SVS shall comply with ORS 336.079-336.082, and rules adopted by the State Board of Education for implementing these statutes.

L. Education of Students with Disabilities

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

(i) SVS shall comply with all District policies regarding discipline of special education students.

(ii) The Individual Education Plan/Program (IEP) team is determined by federal law.

(iii) The student's IEP team will determine the appropriate educational program and placement for the student. SVS shall abide by the IEP team's decision on program and placement.

(iv) SVS staff shall comply with training required by an IEP team for delivery of services to a student.

(v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for the SVS special education students shall be retained by the District.

(vi) The District has the discretion to determine which specialized programs will be offered on site at the SVS site.

(vii) Special education transportation will only be provided to an SVS special education student if it is a related service on an SVS student's IEP.

(viii) SVS shall provide substitutes for SVS staff who are required to attend IEP meetings or other meetings related to an SVS special education student at SVS's expense.

(ix) If after a student is enrolled and attending, the staff and employees of SVS suspect a student may be eligible for special education and related services under IDEA, SVS shall comply with the District practices and policies for referral of the student for evaluation.

(x) Costs of any training required of SVS's staff to accomplish the implementation of an IEP for a resident student of the District shall be paid by the District. This is limited to costs for substitutes, consultants or necessary supplies and materials.

M. Tuition and Fees

SVS shall not charge tuition to students attending SVS. SVS shall not charge tuition for programs, classes or courses to the students who are part of the regular school program. SVS may charge reasonable fees for textbooks, instructional materials, after-school programs and student activities.

N. Student Welfare and Safety

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

(i) SVS is responsible for the reporting of sexual conduct, child abuse and neglect in accordance with state law.

(ii) SVS shall immediately inform the District Liaison of any incident regarding sexual conduct, child abuse and/or neglect.

(iii) SVS shall comply with state and federal law relating to drug administration to students.

(iv) SVS shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by license staff.

O. School Year, School Day, Hours of Operation

SVS shall operate an instructional program in accordance with the original proposal except as amended by this contract. The school calendar shall be similar to the District's school calendar. To the extent SVS's calendar varies from the District's and this variance creates additional cost to the District for special education services, SVS shall reimburse this cost out of the payments the District makes to SVS per Section 6, paragraph A.

P. Alternative Education Model

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

Section 5. Evaluation of Student Performance and Procedures for Corrective Action

A. SVS shall pursue and make reasonable progress toward achievement of the goals, objectives, and student performance standards consistent with those set forth in

Appendix A, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

B. During the term of this Contract, the percentage of students at each grade level of SVS's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 392.485 shall be at or above the percentage of the District's students who meet or exceed the standard for each grade level that have taken the statewide assessment.

C. Pursuant to Appendix A, SVS shall develop, subject to the District's approval, a written School Improvement Plan describing the actions that SVS will undertake to successfully meet or exceed the District's percentages in each grade level.

(i) SVS shall deliver the written School Improvement Plan to the District by October 1st each year based on assessment scores, graduation rate, 9th grade on-track data, attendance data, survey data and other measures.

(ii) If SVS does not provide a written School Improvement Plan within thirty (30) days of receiving the assessment scores, then the District may take action to terminate this Contract under Section 8, paragraph I of this Contract.

D. If SVS fails to follow any of the actions stated in any of the School Improvement Plan as stated above the District shall issue a written notice to SVS that it must comply with the terms of the written School Improvement Plan immediately. If, after 30 business days, SVS is not in compliance with the written School Improvement Plan the District may begin the process of terminating SVS's operation as a public charter school under Section 8 paragraph 1 of this contract.

E. The District and SVS will collaboratively review data annually to plan next steps for the School and District Improvement Plans.

Section 6. <u>Economic Plan. Budget and Annual Audit</u>

A. <u>Funding</u>

(i) Kindergarten through Twelfth-Grade Students: The District shall provide funding to SVS in an amount per weighted average daily membership (ADMw) that is equal to 80 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for students in Kindergarten through eighth grades and 95 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for students in grades ninth through twelfth, except as amended by this Contract under Section 4, paragraph K, subparagraph (v) for students eligible for special education services under IDEA. Funding shall

be determined based on enrollment as of the date by which the District must submit its Fall Report to the Oregon Department of Education. So long as SVS is not in violation of ORS Chapter 338, this funding will be made available to SVS, commencing on the date set forth and according to the distribution schedules set forth in Section 6, paragraph C, subparagraph (vi) below. The District, at its sole discretion, may advance funds to SVS upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1. In addition, to the extent, the District experiences any reduction or increase in its state funding "General Purpose Grant, " proportionate reductions or increases will be made to SVS by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to school districts.

(ii) Any financial commitment on the part of the District contained in this Contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund SVS operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

(i) On or before June 15 of each year, SVS shall submit to the District a proposed budget for the upcoming school year.

(ii) On or before July 15 of each year, SVS shall submit to the District an adopted budget for the upcoming school year.

(iii) SVS shall be responsible for costs of subcontracting for goods and services, except as expressly provided in this Contract.

(iv) The fiscal year of SVS shall begin on July 1 of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.

(v) The cost of any service(s) provided to SVS by the District above and beyond the terms of the Contract shall be deducted from payments due to SVS from the District's payments outlined in Section 6, paragraph A of the Contract.

C. Financial Records, Audits and Accounting Reports

(i) SVS agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. SVS shall submit income and expense reports as requested by the District.

(ii) SVS shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.990. SVS shall submit this audit to the District by January 5th of each year.

(iii) SVS shall provide to the District SVS's Internal Revenue Service Form 990 by April 1st of each year.

(iv) SVS shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal management, provided that SVS's accounting methods shall comply in all instances with applicable governmental accounting requirements.

(v) SVS shall provide a Monthly and YTD financial report by Fund that identifies revenues by function and expenditures by object groupings.

(vi) SVS shall submit by the 5th of each month to the District, student enrollment, including number of special education students by grade level (resident and non-resident), for the purposes of calculating the distribution of ADMw funding to SVS.

(vii) The District shall distribute to SVS funds as determined in Section 6, paragraph A, subparagraphs (i) and (ii) of this Contract, in the following amounts on or before the following dates for each school year:

- July 25 16.66 percent
- August 25 8.33 percent
- September 25 8.33 percent
- October 25 8.33 percent
- November 25 8.33 percent
- December 25 8.33 percent
- January 25 8.33 percent
- February 25 8.33 percent
- March 25 8.33 percent
- April 25 8.33 percent
- May 25 Balance

The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this Contract, the disbursement schedule of payments from the District to SVS shall be modified to reflect such changes. The District shall still be required to transfer the payment due SVS under this Contract within ten (10) days of the receipt of such payment from the State School Fund. [For example, should the Oregon Legislature amend the State School Fund disbursement schedule and move the May payment to July, the

District shall not be required to transfer the payment to SVS until ten (10) days after the District has its State School Fund disbursement in July.]

(viii) In the event that this Contract is revoked, terminated or not renewed by the District, SVS shall refund to the District all unspent public funds that were given to SVS by the District.

(ix) The parties acknowledge that under ORS 338.155(9)(a) SVS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education. The parties further acknowledge that under ORS 338.155(9)(b) SVS is entitled to other state sources of funds from the Oregon Department of Education that is available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract. SVS will only be eligible to receive grant funds from the District if SVS students were used in grant application calculations. Grant funds that are restricted in purpose and/or competitive in nature will be paid at 100% less the District's indirect rate cost.

(x) SVS may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of the Contract. In the event that SVS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. SVS shall annually report all gifts, donations and grants to the District by recording the same in the financial records in Section 6, paragraph C above. This does not require reporting the names of, or individual contribution amounts from the individual donors, unless SVS is required to disclose this information under law.

(xi) At all times, SVS shall maintain appropriate governance and managerial procedures and financial controls.

(xii) SVS shall provide the District with all copies of letters and audit reports from SVS's auditor to the Board or SVS's director.

D. <u>District's Contract Services</u>

(i) It is understood that the District's costs of sponsorship of SVS as a public charter school, including all administrative and oversight responsibilities, will be paid from its retention of a portion of the State's general purpose grant, based on the ADMw funding that is received for the students enrolled with SVS, but that non-essential services shall be provided to SVS only by contract at SVS's request. Appendix B shall be used to describe the services that may be purchased by SVS from District. SVS agrees that the District may amend Appendix B from time to time, without consent of SVS,

to add or delete services available to SVS, and District agrees that its fees, charges, and rates shall not exceed the amount necessary to reimburse it for the actual cost of providing the services.

E. Penalties

(i) Notwithstanding Section 6, paragraph A, subparagraph (i) and Section 6, paragraph C, subparagraph (vi) of this Contract, if SVS has not submitted the proposed budget, the adopted budget, the annual audit or any other financial information the District requests, including data for grant reporting, by the date SVS is to provide the information to the District, the District may for each month the required reporting is late, withhold a 5% penalty of that month's SSF allocation to the Charter School.

(ii) If the opinion of the audit by the audit firm is not "unqualified," the District may terminate the charter, or may choose to non-renew the charter.

Section 7. Building and Facilities

SVS may change its physical location or obtain additional facilities provided that SVS fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that SVS notifies the District of the proposed change in location or addition of facilities not less than thirty (30) days prior to taking any final action in connection therewith.

Section 8. Governance and Operation

SVS shall govern and operate the charter school as set forth in its original proposal to the extent permissible under federal and state law and subject to all conditions of this Contract.

A. Status

SVS is and shall remain for the term of this Contract an Oregon nonprofit organization. Within thirty (30) days after making any changes to its Articles of Incorporation or Bylaws, SVS shall notify the District of the changes SVS makes to such documents. SVS shall provide a full copy of SVS's Articles of Incorporation and Bylaws documents before the signing of the Contract.

B. Nonreligious, Nonsectarian Status

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

C. Nondiscrimination

SVS shall comply with all federal and state laws regarding nondiscrimination, including, without limitation, statutory and constitutional provisions prohibiting discrimination in any programs or activities on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

D. Public Meeting and Public Records

SVS and its Governing Board are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.705 and Oregon Public Records Law, ORS 192.311 to 192.478.

E. Operational Powers

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

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

F. Third-Party Contracts

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

G. Annual Report and Review

SVS shall submit a written annual report 10 days prior to the District's June board meeting which will include, without limitation, the following per ORS 338.095:

(i) Summary data of the performance of the school and its students and the progress toward meeting its academic goals and objectives;

(ii) The audit required under Section 6, paragraph C of this Contract and including proof of insurance;

(iii) Policy development issues;

(iv) Student discipline information; and

(v) Any other information the District reasonably deems necessary to demonstrate that SVS is in compliance with state and federal law and the terms of the Contract.

H. Term

SVS's charter and this Contract become effective on July 1, 2024, assuming all conditions precedent enumerated in Section 2 of this Contract have been met, and will last for a period of five (5) school years.

I. Termination

(i) To the extent allowed by ORS Chapter 338, the District may revoke the charter and terminate this Contact on any of the following grounds:

a) Violation of or failure to meet and sustain any term of the Contract or ORS Chapter 338.

b) Failure to meet the requirements for student performance stated in Section 5 and Appendix A of this Contract.

c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.

d) Failure to maintain insurance as described in Section 10 of this Contract.

(e) Failure to maintain financial stability.

(f) Failure to maintain for two or more years a sound fiscal management system.

(ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. SVS may appeal the District's decision to terminate the charter agreement directly to the District's Board. SVS may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. SVS has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, the District shall continue to make the funding payments under Section 6 of this Contract to SVS.

(iii) SVS shall only terminate this charter at the end of a semester. SVS shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of SVS.

(iv) In the event of termination of SVS as a public charter school, all assets purchased with public funds given to SVS for the operation of school by the District in accordance with the Contract shall be given to the State Board of Education in accordance with ORS 338.105(6). SVS shall prepare a list of assets that were held prior to becoming a public charter school.

J. Change of Status

In the event SVS should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that SVS's legal authority to operate as a private school shall not be abridged. However, the assets of SVS that were purchased with public funds given to SVS by the District under this Contract, or by any other public entity, shall be distributed in the same manner as described in Section 8, paragraph K of this Contract.

K. Property Inventory Control

(i) SVS shall maintain records of purchase orders for all fixed assets and non-consumable supplies (with life expectancy of one year or more) over $5,000.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. SVS shall provide the District with a copy of this purchase order record upon request. For purposes of this section, public funds shall include any and all funds distributed to SVS.

a) By the District, pursuant to ORS 338.155 and ORS 338.165;

b) By the Oregon Department of Education, including any and all federal grant funds that SVS may apply for and be awarded by the Oregon Department of Education; or

c) By any agency, division or branch of the United States government, or any entity created by an agency, division or branch of the United States government.

(ii) Any asset which was purchased by SVS with public funds in excess of $5,000.00 shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). SVS may retain any asset that was purchased with non-public funds upon termination. If SVS does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination, the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

Section 9. Employment Matters

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

A. Criminal Background Checks

SVS shall not knowingly employ an individual at the school for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon.

SVS acknowledges their obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of SVS's employees, SVS agrees to immediately remove that employee from providing services. SVS will follow District's requests for removal of such employees following a report or allegation. SVS will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. SVS will perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of SVS's employees who may have direct, unsupervised contact with students, will complete sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

No later than August 31, prior to each school year that SVS operates as a public charter school under this agreement, SVS shall provide to the District a list containing the names and job positions of all its employees. This list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

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

Any teaching or administrative staff at SVS not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)-(a)-(c) and OAR 584-023-0005.

C. Staff ODE Collections

All educators employed by SVS shall comply with all applicable state and federal laws as well as compliance for District and ODE reporting.

D. Building Administrator

SVS shall have a building level administrator assigned to the school.

Section 10. Insurance and Legal Liabilities

A. Insurance

(i) SVS, at its own expense, shall continue to secure and retain and provide proof of the following insurance: commercial and general liability insurance in the amounts and type listed below in A(ii); errors and omissions insurance; automobile liability insurance in the amount of $2,000,000 per occurrence combined single limit; workers' compensation insurance; employee dishonesty insurance; property insurance.

(ii) SVS agrees to have adequate general liability coverage to cover any tort claim including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine. Such insurance shall have a minimum coverage of $2,000,000 per occurrence with a $3,000,000 aggregate.

(iii) With submission of the annual report each year of this contract and at any time upon request of the District, SVS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein, naming District as an additional insured. All such insurance policies shall contain a provision requiring notice to the District, at least thirty (30) days in advance, of any material change, non-renewal or termination to the attention of the Superintendent, Lincoln County School District.

B. Legal Liabilities

(i) The following federal and state laws apply to SVS in its operation and shall be observed by SVS where applicable:

a) Federal law
b) ORS 30.260 to 30.300 (tort claims);
c) ORS 192.311 to 192.478 (public records law);
d) ORS 192.610 to 192.705 (public meetings law);
e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
g) ORS 326.565, 326.575 and 326.580 (student records);
h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
i) ORS 329.045 (academic content standards and instruction);
j) ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);
k) ORS 329.496 (physical education);
l) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);
m) ORS 336.840 (use of personal electronic devices);
n) ORS 337.150 (textbooks);
o) ORS 339.119 (consideration for educational services);
p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
t) ORS 342.856 (core teaching standards);
u) ORS chapter 657 (Employment Department Law);
v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
x) Statutes and rules that expressly apply 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;
z) Health and safety statutes and rules;
aa) Any statute or rule that is listed in this Agreement; and
bb) ORS Chapter 338.

(ii) SVS shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program upon adoption of such policy by SVS's.

C. Waiver

SVS may apply to the State Board of Education for a waiver consistent with ORS 338.025. SVS shall notify the District in writing thirty (30) days prior to requesting a waiver from the State Board of Education. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will enhance the educational program at SVS.

D. Full Faith and Credit

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

E. Indemnification

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

of applicable limitations of liability provided in the Oregon Tort Claims Act.

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

(iii) This indemnification, defense and hold harmless obligation on behalf of SVS and the District shall survive the termination of this Contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

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

(i) The acts or omissions of SVS, trustees, agents, volunteers or employees;

(ii) The use and occupancy of the building occupied by SVS or any matter in connection with the condition of such building; or

(iii) Any debt or contractual obligation incurred by SVS.

G. ADA/504 Obligations

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

H. Cybersecurity

SVS at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to District's technology systems, including but not limited to student information systems, online curriculum, accounting systems and any other electronic data storage system that may expose the personally identifiable information of District students or staff.

SVS shall annually train its employees, volunteers and agents who use such systems on cyber safety. Documentation of training provided shall be submitted to District annually or upon request.

SVS shall make their technology systems and systems audit records available to District inspection regularly, and upon District request, for the purpose of verifying and auditing the SVS systems configuration to ensure compliance with all requirements of this section and compliance with requirements imposed upon District by its insurance carrier(s) in order to maintain District's cybersecurity insurance coverage.

District shall, in its sole discretion, sever such connections if they are found to be inadequate to ensure the security of District data or to maintain its cybersecurity insurance coverage. District shall work with SVS staff or their agents to resolve all such inadequacies to the satisfaction of District before such connections are reestablished.

I. Transportation

SVS students may obtain transportation through the student's parent/guardian or existing public school bus lines. The District shall not be obligated to alter existing bus routes or add bus routes for purposes of providing transportation to SVS students. Subject to availability of space, a District bus may stop at the SVS facility to drop off and pick up SVS students, if the SVS facility is on a designated District bus route. The District is responsible for providing transportation to SVS students along existing public school bus lines within the District, if space is available.

SVS may request and schedule their bus routes through the District transportation contractor, currently First Student. Contractor will bill District for all such routes and District shall reduce the monthly SSF payment to SVS by the same amount. If an SSF payment is not currently due to SVS, District shall bill SVS and SVS shall remit payment within 30 days.

Transportation grant funding from ODE to District for the SVS transportation expenditures, currently 70% of allowable expenditures, will be paid to SVS on the same schedule as the SSF payments in the next fiscal year after all expenditures have been audited and approved by ODE. District shall not be required to reimburse any amounts not received from ODE.

Section 11. Renewal of Contract

A. SVS must request in writing at least 180 days before expiration of the charter, that this Contract be renewed per the contract renewal process subject to ORS 338.065 and OAR 581-026-0400.

B. The District shall, upon receipt of the written request to renew from SVS, develop a timeline in agreement with SVS for renewing the Contract as allowed by OAR 581-026-0400, Section 9 that will reflect the calendar of the District Board of Director's meetings.

C. If the District determines that it will not renew the Contract, then SVS shall cease to operate as a charter school sponsored by the District on June 30, 2034, provided, however that SVS may appeal this decision as permitted by ORS 338.065 and SVS shall remain open until one of the conditions apply as set forth in OAR 581-026-0405.

Section 12. Miscellaneous Provisions

A. Entire Agreement

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

B. Governing Law

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

C. Assignment

SVS shall not, without the written consent of the District, delegate or contract with any entity to provide the educational program described in this Contract and the attached exhibits and it being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively by SVS.

D. Terms and Conditions of Application

The parties to this Contract agree that the original proposal sets forth the overall goals, standards and general operational policies of SVS, and that the application is not a complete statement of each detail of SVS's operation. To the extent that SVS desires to implement specified policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the application, SVS shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and ORS Chapter 338.

E. Conflict Between Application and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this Contract and the original application submitted to the District by SVS, the Contract provision(s) shall supersede any provision contained in the original application or previous Contract.

F. District Liaison

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

G. Amendment

This Contract may be modified or amended only by written agreement between SVS and the District.

H. Notice

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

I. Definition of Business Day

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

J. Address of Parties for Purpose of Written Notice

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

For the District:	For SVS:
Lincoln County School District	Siletz Valley Charter School
Dr. Majalise Tolan, Superintendent	Ginger Redlinger, Principal
P.O. Box 1110	245 James Frank Road
Newport, OR 97365	Siletz, OR 97380

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

K. No Waiver

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

L. Dispute Resolution

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

M. Severability

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

N. Delegation

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

O. Prior Actions

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

P. Attorney Fees

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

Q. Incorporation of Original Application and Other Exhibits

The following exhibits are attached and incorporated by reference: Appendix A [SVS's Performance Objectives], and Appendix B [Contracted Services].

R. SVS' Authority to Enter into Contract

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

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

For the DISTRICT:

By:_____ _____
Peter Vince, Chairman Date
Lincoln County School District Board

By:_____ _____
Dr. Majalise Tolan, Superintendent Date
Lincoln County School District

For SVS:

By:_____ _____
Abe Silvonen, Chairman Date
Siletz Valley Charter School Board

Approved as to form:

By:_____ _____
District Legal Counsel Date

Appendix A

PERFORMANCE OBJECTIVES

1. Annually by October 1, SVS will present their annual School Improvement Plan (SIP) to the District. The SIP will include the following:

A. Academic Performance Objectives

- Plan for increasing student achievement each year on the statewide assessment(s) in English Language Arts and Math.

- Plan for improving four-year cohort graduation by 3% each year until reaching and maintaining 90% or greater.

- Plan for improving 9th grade on-track rates by 3% each year until reaching and maintaining 90% or greater.

B. Non-academic Performance Objectives

- SVS will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a measured scale for this question (For example: highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will have a goal showing that at least 90% of the parents consider their overall satisfaction or the education their child receives at SVS to be either the highest or second highest rating.

- SVS will work towards increasing their Regular Attenders rate by 5% annually until they reach and sustain a Regular Attenders rate of 90% or greater. Regular Attenders are defined as students who attend school 90% of the time or more. Strategies to attain this goal will be outlined in the SIP, including timelines and ways to measure progress.

2. If requested, SVS will give a SIP progress update with metrics and present it to the District Board in the spring.

3. Methodology for Reporting Growth

Throughout the term of this Agreement and after the annual evaluation by the District the parties will continue to work together to improve the methodology for analyzing and reporting achievement growth. At least once each school year, parties will meet to discuss instruction and/or student performance. The District may request information from SVS prior to the annual evaluation. The District will give reasonable advance notice of requests for information and SVS will timely submit such requested information.

Appendix B

CONTRACTED SERVICES

1. District Hearing Officer for student suspension and expulsion hearings:
   SVS may contract with the District for a District Hearing Officer in a student suspension or expulsion hearing. SVS shall pay the District's actual hourly cost for the Hearing Officer.

2. Substitute Teachers and Staff:
   SVS may contract with the District for substitutes while an SVS teacher or staff is absent. SVS shall pay the District's actual cost for substitutes at SVS.

3. Health and Social Services to SVS Students:
   SVS may contract with the District for Health and Social Services for SVS students at a rate to be determined by the District, but during the first year of the contract no more than the per pupil cost to the District of providing similar services to District students. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

4. Payroll Services:
   SVS may contract with the District for payroll services for non-District SVS employees at the District's actual cost at District's discretion.

5. Human Resources Services:
   SVS may contract with the District for Human Resource Services at a rate to be determined by the District. These services include, but are not limited to: (a) the application, interview and hiring process; (b) normal disciplinary issues or procedures; (c) TSPC classification or license work; (d) normal consultative work. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

6. Supervision of Staff Services:
   SVS may contract with the District for Supervision Services for the district employees who will be employed at the SVS site at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

7. Risk Management Services:
   SVS may contract with the District for Risk Management services such as risk management consultation, safety and risk assessment of SVS students and staff; staff training;

environmental and indoor air quality concerns, workplace safety, security, and industrial hygiene. This will be at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years r shall be the District's actual cost.

8. Section 504 Services for SVS Students - Staff and Patrons:
SVS may contract for District services in order to comply with SVS's legal obligations under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act of 1990 and ORS Chapter 659. SVS and the District may mutually agree on the cost of these services to SVS. In the absence of such mutual agreement, SVS shall pay the District's actual cost in providing these services.

9. Miscellaneous Services:
The list of services set forth above is not exhaustive, and that SVS may contract with the District for additional services from the District. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that SVS shall pay the District's actual cost of providing these services to SVS.

10. Technology and Instructional Services:
SVS may contract for District technology services at a cost to be determined by the District SVS may also contract with the District for SVS involvement in District instructional programs and courses at a cost to be determined by the District.

11. Food Services:
SVS may elect to participate in Lincoln County School District's food service programs provided by the District's food service management contractor (FSMC), currently Sodexo America, LLC. If SVS elects to participate, SVS agrees to provide at its cost any computer hardware and network connectivity necessary to run the District's food service reporting software, currently "Primero Edge." SVS agrees to participate in all training provided by the District or the FSMC, and to comply with all Federal, State and Local regulations for each food service program, as well as the District's FSMC contract, District guidelines and District policies EFA, EFAA, EFAA-AR, EFD and EFD-AR as directed by the District. SVS agrees to comply with all Federal, State and Local food safety guidelines. SVS will allow the District to inspect its premises to ensure compliance with all food service program regulations and the FSMC contract. SVS agrees to provide the District a copy of their Fire Inspection Report every two years. SVS shall provide a copy of their educational calendar showing school and non-school days in order to prevent food waste. District may terminate the food service agreement with SVS for non-compliance with Federal, State or Local regulations, or for non-compliance with District FSMC contract, or District food services policies and guidelines if deemed necessary at District's sole discretion or if directed by the ODE Child Nutrition Program.

Charter Agreement

Between

Eddyville Charter School, K-12

And

Lincoln County School District

From

June 2024 to June 2034
(Fifth Renewal)

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Lincoln County School District ("District") and the Eddyville Charter School ("ECS"), an Oregon nonprofit corporation.

RECITALS:

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

WHEREAS, in January 2024 a request for the fifth renewal of the charter was submitted by the ECS for the continuation of ECS as a public charter school to operate within the District; and

WHEREAS, on February 13, 2024, the District's Board of Directors held a public hearing on the provisions of the proposal in accordance with ORS 338.055 and evaluated the criteria set forth in ORS 338.005; and

WHEREAS, the District's Board of Directors has determined that ECS has demonstrated that it has met the requirements of ORS 338.005;

WHEREAS, this Contract between ECS and the District, including Exhibits, will constitute the full and complete agreement between the parties regarding the governance and operation of school; and

WHEREAS, the parties desire that ECS be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338;

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

Section 1. Grant of Charter

ECS is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate a single public charter school located within the boundaries of the Lincoln County School District as described herein.

Section 2. Conditions Precedent to Continued Operation of Charter School

In order for ECS to continue to operate as a public charter school sponsored by the District, the following conditions shall be met by August 30, 2024:

ECS shall provide proof to the District that it has met all requirements to continue to maintain a building site either to purchase, lease, rent or otherwise secure a facility, acceptable to the District, to operate within the District boundaries; and

ECS shall continue to secure the appropriate and necessary occupancy and safety permits for the charter school facility and deliver proof of these permits to the District; and

ECS shall continue to secure insurance in accordance with this Agreement, and deliver proof of insurance to the District; and

ECS shall prepare and deliver to the District proof that the financial stability of the charter school is being maintained. The applicant shall deliver a budget for the period July 1, 2024-June 30, 2025 reflecting facility and staffing costs to the District; and

ECS shall continue services in upcoming school years according to the District's calendar or a District approved calendar for ECS.

Section 3. Effective Date

This Contract shall commence on July 1, 2024 and shall expire on June 30, 2034.

Section 4. Educational Program, Student Assessment and Curriculum

The mission of ECS is to continue to provide a grade K-12 charter school per the original proposal.

A. Age, Grade Range, and Enrollment

(i) ECS shall provide instruction, for the term of this Contract, to students in Kindergarten through the twelfth grade or students with a deficit in credits that would place them in the ninth through twelfth grades.

Enrollment during this Contract shall not exceed 250 students without the express written consent of the District.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of ECS's instructional programs outlined in its original application, and as amended herein.

(i) ECS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law.

(ii) The educational program, pupil performance standards and curriculum

designed and implemented by ECS shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.

(iii) ECS agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.

(iv) ECS agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its original proposal. A fundamental change is defined as changing the core curriculum of ECS, changing the academic focus of ECS, or adopting a curriculum that does not meet District or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

(v) ECS shall establish a written policy for resolving complaints against ECS, including complaints regarding curriculum. Any changes to the existing policy shall be submitted to District in writing.

C. Assessment and Achievement Goals

(i) All students enrolled and attending Kindergarten through twelfth grade at ECS shall participate in all statewide assessments developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the requirements of the Every Student Succeeds Act (ESSA).

(ii) If any of the assessments described in Section 4, Paragraph C, subparagraph (i) of this Contract are discontinued, the parties shall mutually agree on the assessment tool to be used by ECS to determine the student performance standards for students.

D. Extracurricular Activities

(i) ECS students that are residents of the District are eligible to participate in extracurricular activities at their neighborhood schools at no charge to ECS.

(ii) Students of ECS who participate in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility, and conduct that District students must meet. Students that are not residents of the District shall not be eligible to participate in extracurricular activities of the District.

(iii) The District shall not be required to provide transportation for an ECS student to and/or from an extracurricular activity. However, if there is

space available, the District may provide transportation services to an ECS student to and/or from an extracurricular activity. The District is not required to alter or add any additional buses or bus routes to accommodate an ECS student.

E. Records

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

F. Nonreligious and Nondiscrimination

The educational program of ECS shall be nonreligious and nonsectarian. ECS shall not limit student admission based on race, ethnicity, sex, national origin, religion, disability, sexual orientation, gender identity, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

G. Open Enrollment

For the term of this Contract, enrollment shall be open to any child eligible to attend Kindergarten through 12th grade subject to ORS 338.125(1).

H. Admission

Admission of students to ECS shall be determined in accordance with ECS's original proposal, except as amended by the Contract or federal law. As provided in ORS 338.125, in subsequent years of operation, ECS may give admissions preference to students who were enrolled in ECS the prior year and siblings of students enrolled and attending ECS.

In the event a nonresident student is enrolled, ECS agrees to:

(i) Within 10 days of a nonresident student's enrollment in ECS, ECS shall provide written notice of the student's enrollment to the District.

(ii) Within 10 days of receiving the notice, the District shall provide to the student's parent, legal guardian or person in parental relationship written information about:

1. The District's responsibility to identify, locate and evaluate students enrolled in the public charter school to determine which students may need special education and related services as provided by ORS 338.165; and

2. The methods by which the District may be contacted to answer questions or provide information related to special education and related services.

When a nonresident student withdraws from ECS for a reason other than graduation from high school, the District shall:

(i) Provide to the student's resident district written notice that the student has withdrawn.

(ii) Provide to the student's parent, legal guardian or person in parental relationship written information about:

1. The responsibility of the student's resident district to identify, locate and evaluate students to determine which students may need special education and related services as provided by ORS 338.165; and

2. The methods by which the student's resident district may be contacted to answer questions or provide information related to special education and related services.

I. Student Attendance, Conduct and Discipline

(i) ECS shall implement a system of uniform student discipline consistent with District Policy JFC and Administrative Rule JFC/AR. ECS shall forward any changes to the currently adopted policy by September 1, 2024. ECS shall notify its students of the student's rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this Contract. ECS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis by no later than the 5th day of each month.

(ii) ECS shall notify the District immediately upon a student being expelled from the school.

(iii) ECS and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

J. Education of Talented and Gifted Students

ECS shall comply with ORS 343.391-343.413, and rules adopted by the State Board of Education for implementing these statutes.

K. Education of English Learners

ECS shall comply with ORS 336.079-336.082, and rules adopted by the State Board of Education for implementing these statutes.

L. Education of Students with Disabilities

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

(i) ECS shall comply with all District policies regarding discipline of special education students.

(ii) The Individual Education Plan/Program (IEP) team is determined by federal law.

(iii) The student's IEP team will determine the appropriate educational program and placement for the student. ECS shall abide by the IEP team's decision on program and placement.

(iv) ECS staff shall comply with training required by an IEP team for delivery of services to a student.

(v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for the ECS special education students shall be retained by the District.

(vi) The District has the discretion to determine which specialized programs will be offered on site at the ECS site.

(vii) Special education transportation will only be provided to an ECS special education student if it is a related service on an ECS student's IEP.

(viii) ECS shall provide substitutes for ECS staff who are required to attend IEP meetings or other meetings related to an ECS special education student at ECS's expense.

(ix) If after a student is enrolled and attending, the staff and employees of ECS suspect a student may be eligible for special education and related services under IDEA, ECS shall comply with the District practices and policies for referral of the student for evaluation.

(x) Costs of any training required of ECS's staff to accomplish the implementation of an IEP for a resident student of the District shall be paid by the District. This is limited to costs for substitutes, consultants or necessary supplies and materials.

M. Tuition and Fees

ECS shall not charge tuition to students attending ECS. ECS shall not charge tuition for programs, classes or courses to the students who are part of the regular school program. ECS may charge reasonable fees for textbooks, instructional materials, after-school programs and student activities.

N. Student Welfare and Safety

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

(i) ECS is responsible for the reporting of sexual conduct, child abuse and neglect in accordance with state law.

(ii) ECS shall immediately inform the District Liaison of any incident regarding sexual conduct, child abuse and/or neglect.

(iii) ECS shall comply with state and federal law relating to drug administration to students.

(iv) ECS shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by license staff.

O. School Year, School Day, Hours of Operation

ECS shall operate an instructional program in accordance with the original proposal except as amended by this contract. The school calendar shall be similar to the District's school calendar. To the extent ECS's calendar varies from the District's and this variance creates additional cost to the District for special education services, ECS shall reimburse this cost out of the payments the District makes to ECS per Section 6, paragraph A.

P. Alternative Education Model

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

Section 5. Evaluation of Student Performance and Procedures for Corrective Action

A. ECS shall pursue and make reasonable progress toward achievement of the goals, objectives, and student performance standards consistent with those set forth in Appendix A, provided that such goals, objectives and student performance

standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

B. During the term of this Contract, the percentage of students at each grade level of ECS's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 392.485 shall be at or above the percentage of the District's students who meet or exceed the standard for each grade level that have taken the statewide assessment.

C. Pursuant to Appendix A, ECS shall develop, subject to the District's approval, a written School Improvement Plan describing the actions that ECS will undertake to successfully meet or exceed the District's percentages in each grade level.

(i) ECS shall deliver the written School Improvement Plan to the District by October 1st each year based on assessment scores, graduation rate, 9th grade on-track data, attendance data, survey data and other measures.

(ii) If ECS does not provide a written School Improvement Plan within thirty (30) days of receiving the assessment scores, then the District may take action to terminate this Contract under Section 8, paragraph I of this Contract.

D. If ECS fails to follow any of the actions stated in any of the School Improvement Plan as stated above the District shall issue a written notice to ECS that it must comply with the terms of the written School Improvement Plan immediately. If, after 30 business days, ECS is not in compliance with the written School Improvement Plan the District may begin the process of terminating ECS's operation as a public charter school under Section 8 paragraph 1 of this contract.

E. The District and ECS will collaboratively review data annually to plan next steps for the School and District Improvement Plans.

Section 6. <u>Economic Plan. Budget and Annual Audit</u>

A. <u>Funding</u>

(i) Kindergarten through Twelfth-Grade Students: The District shall provide funding to ECS in an amount per weighted average daily membership (ADMw) that is equal to 80 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for students in Kindergarten through eighth grades and 95 percent of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 for students in grades ninth through twelfth, except as amended by this Contract under Section 4, paragraph K, subparagraph (v) for students eligible for special education services under IDEA. Funding shall be determined based on enrollment as of the date by which the District

must submit its Fall Report to the Oregon Department of Education. So long as ECS is not in violation of ORS Chapter 338, this funding will be made available to ECS, commencing on the date set forth and according to the distribution schedules set forth in Section 6, paragraph C, subparagraph (vi) below. The District, at its sole discretion, may advance funds to ECS upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1. In addition, to the extent, the District experiences any reduction or increase in its state funding "General Purpose Grant," proportionate reductions or increases will be made to ECS by adjustment or setoff in subsequent months. This amount is calculated by the Oregon Department of Education and provided to the District on the State School Fund District Estimate that the Department of Education periodically provides to school districts.

(ii) Any financial commitment on the part of the District contained in this Contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund ECS operations except as expressly provided herein or in ORS Chapter 338.

B. Budget

(i) On or before June 15 of each year, ECS shall submit to the District a proposed budget for the upcoming school year.

(ii) On or before July 15 of each year, ECS shall submit to the District an adopted budget for the upcoming school year.

(iii) ECS shall be responsible for costs of subcontracting for goods and services, except as expressly provided in this Contract.

(iv) The fiscal year of ECS shall begin on July 1 of each year and end on June 30 of the subsequent year to coincide with the District's fiscal year.

(v) The cost of any service(s) provided to ECS by the District above and beyond the terms of the Contract shall be deducted from payments due to ECS from the District's payments outlined in Section 6, paragraph A of the Contract.

C. Financial Records, Audits and Accounting Reports

(i) ECS agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. ECS shall submit income and expense reports as requested by the District.

(ii) ECS shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.990. ECS shall submit this audit to the District by January 5th of each year.

(iii) ECS shall provide to the District ECS's Internal Revenue Service Form 990 by April 1st of each year.

(iv) ECS shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal management, provided that ECS's accounting methods shall comply in all instances with applicable governmental accounting requirements.

(v) ECS shall provide a Monthly and YTD financial report by Fund that identifies revenues by function and expenditures by object groupings.

(vi) ECS shall submit by the 5th of each month to the District, student enrollment, including number of special education students by grade level (resident and non-resident), for the purposes of calculating the distribution of ADMw funding to ECS.

(vii) The District shall distribute to ECS funds as determined in Section 6, paragraph A, subparagraphs (i) and (ii) of this Contract, in the following amounts on or before the following dates for each school year:

- July 25 16.66 percent
- August 25 8.33 percent
- September 25 8.33 percent
- October 25 8.33 percent
- November 25 8.33 percent
- December 25 8.33 percent
- January 25 8.33 percent
- February 25 8.33 percent
- March 25 8.33 percent
- April 25 8.33 percent
- May 25 Balance

The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this Contract, the disbursement schedule of payments from the District to ECS shall be modified to reflect such changes. The District shall still be required to transfer the payment due ECS under this Contract within ten (10) days of the receipt of such payment from the State School Fund. [For example, should the Oregon Legislature amend the State School Fund disbursement schedule and move the May payment to July, the

District shall not be required to transfer the payment to ECS until ten (10) days after the District has its State School Fund disbursement in July.]

(viii) In the event that this Contract is revoked, terminated or not renewed by the District, ECS shall refund to the District all unspent public funds that were given to ECS by the District.

(ix) The parties acknowledge that under ORS 338.155(9)(a) ECS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education. The parties further acknowledge that under ORS 338.155(9)(b) ECS is entitled to other state sources of funds from the Oregon Department of Education that is available to school districts based solely on the weighted average daily membership (ADMw) of the school district which are not included in this Contract. ECS will only be eligible to receive grant funds from the District if ECS students were used in grant application calculations. Grant funds that are restricted in purpose and/or competitive in nature will be paid at 100% less the District's indirect rate cost.

(x) ECS may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of the Contract. In the event that ECS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ECS shall annually report all gifts, donations and grants to the District by recording the same in the financial records in Section 6, paragraph C above. This does not require reporting the names of, or individual contribution amounts from the individual donors, unless ECS is required to disclose this information under law.

(xi) At all times, ECS shall maintain appropriate governance and managerial procedures and financial controls.

(xii) ECS shall provide the District with all copies of letters and audit reports from ECS's auditor to the Board or ECS's director.

D. <u>District's Contract Services</u>

(i) It is understood that the District's costs of sponsorship of ECS as a public charter school, including all administrative and oversight responsibilities, will be paid from its retention of a portion of the State's general purpose grant, based on the ADMw funding that is received for the students enrolled with ECS, but that non-essential services shall be provided to ECS only by contract at ECS's request. Appendix B shall be used to describe the services that may be purchased by ECS from District. ECS agrees that the District may amend Appendix B from time to time, without consent of ECS,

to add or delete services available to ECS, and District agrees that its fees, charges, and rates shall not exceed the amount necessary to reimburse it for the actual cost of providing the services.

E. Penalties

(i) Notwithstanding Section 6, paragraph A, subparagraph (i) and Section 6, paragraph C, subparagraph (vi) of this Contract, if ECS has not submitted the proposed budget, the adopted budget, the annual audit or any other financial information the District requests, including data for grant reporting, by the date ECS is to provide the information to the District, the District may for each month the required reporting is late, withhold a 5% penalty of that month's SSF allocation to the Charter School.

(ii) If the opinion of the audit by the audit firm is not "unqualified," the District may terminate the charter, or may choose to non-renew the charter.

Section 7. Building and Facilities

ECS may change its physical location or obtain additional facilities provided that ECS fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that ECS notifies the District of the proposed change in location or addition of facilities not less than thirty (30) days prior to taking any final action in connection therewith.

Section 8. Governance and Operation

ECS shall govern and operate the charter school as set forth in its original proposal to the extent permissible under federal and state law and subject to all conditions of this Contract.

A. Status

ECS is and shall remain for the term of this Contract an Oregon nonprofit organization. Within thirty (30) days after making any changes to its Articles of Incorporation or Bylaws, ECS shall notify the District of the changes ECS makes to such documents. ECS shall provide a full copy of ECS's Articles of Incorporation and Bylaws documents before the signing of the Contract.

B. Nonreligious, Nonsectarian Status

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

C. Nondiscrimination

ECS shall comply with all federal and state laws regarding nondiscrimination, including, without limitation, statutory and constitutional provisions prohibiting discrimination in any programs or activities on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

D. Public Meeting and Public Records

ECS and its Governing Board are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.705 and Oregon Public Records Law, ORS 192.311 to 192.478.

E. Operational Powers

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

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

F. Third-Party Contracts

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

G. Annual Report and Review

ECS shall submit a written annual report 10 days prior to the District's June board meeting which will include, without limitation, the following per ORS 338.095:

(i) Summary data of the performance of the school and its students and the progress toward meeting its academic goals and objectives;

(ii) The audit required under Section 6, paragraph C of this Contract and including proof of insurance;

(iii) Policy development issues;

(iv) Student discipline information; and

(v) Any other information the District reasonably deems necessary to demonstrate that ECS is in compliance with state and federal law and the terms of the Contract.

H. Term

ECS's charter and this Contract become effective on July 1, 2024, assuming all conditions precedent enumerated in Section 2 of this Contract have been met, and will last for a period of five (5) school years.

I. Termination

(i) To the extent allowed by ORS Chapter 338, the District may revoke the charter and terminate this Contact on any of the following grounds:

a) Violation of or failure to meet and sustain any term of the Contract or ORS Chapter 338.

b) Failure to meet the requirements for student performance stated in Section 5 and Appendix A of this Contract.

c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.

d) Failure to maintain insurance as described in Section 10 of this Contract.

(e) Failure to maintain financial stability.

(f) Failure to maintain for two or more years a sound fiscal management system.

(ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. ECS may appeal the District's decision to terminate the charter agreement directly to the District's Board. ECS may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. ECS has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, the District shall continue to make the funding payments under Section 6 of this Contract to ECS.

(iii) ECS shall only terminate this charter at the end of a semester. ECS shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of ECS.

(iv) In the event of termination of ECS as a public charter school, all assets purchased with public funds given to ECS for the operation of school by the District in accordance with the Contract shall be given to the State Board of Education in accordance with ORS 338.105(6). ECS shall prepare a list of assets that were held prior to becoming a public charter school.

J. Change of Status

In the event ECS should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that ECS's legal authority to operate as a private school shall not be abridged. However, the assets of ECS that were purchased with public funds given to ECS by the District under this Contract, or by any other public entity, shall be distributed in the same manner as described in Section 8, paragraph K of this Contract.

K. Property Inventory Control

(i) ECS shall maintain records of purchase orders for all fixed assets and non-consumable supplies (with life expectancy of one year or more) over $5,000.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. ECS shall provide the District with a copy of this purchase order record upon request. For purposes of this section, public funds shall include any and all funds distributed to ECS.

a) By the District, pursuant to ORS 338.155 and ORS 338.165;

b) By the Oregon Department of Education, including any and all federal grant funds that ECS may apply for and be awarded by the Oregon Department of Education; or

c) By any agency, division or branch of the United States government, or any entity created by an agency, division or branch of the United States government.

(ii) Any asset which was purchased by ECS with public funds in excess of $5,000.00 shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). ECS may retain any asset that was purchased with non-public funds upon termination. If ECS does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination, the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

Section 9. Employment Matters

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

A. Criminal Background Checks

ECS shall not knowingly employ an individual at the school for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon.

ECS acknowledges their obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of ECS's employees, ECS agrees to immediately remove that employee from providing services. ECS will follow District's requests for removal of such employees following a report or allegation. ECS will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. ECS will perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of ECS's employees who may have direct, unsupervised contact with students, will complete sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

No later than August 31, prior to each school year that ECS operates as a public charter school under this agreement, ECS shall provide to the District a list containing the names and job positions of all its employees. This list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

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

Any teaching or administrative staff at ECS not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)-(a)-(c) and OAR 584-023-0005.

C. Staff ODE Collections

All educators employed by ECS shall comply with all applicable state and federal laws as well as compliance for District and ODE reporting.

D. Building Administrator

ECS shall have a building level administrator assigned to the school.

Section 10. Insurance and Legal Liabilities

A. Insurance

(i) ECS, at its own expense, shall continue to secure and retain and provide proof of the following insurance: commercial and general liability insurance in the amounts and type listed below in A(ii); errors and omissions insurance; automobile liability insurance in the amount of $2,000,000 per occurrence combined single limit; workers' compensation insurance; employee dishonesty insurance; property insurance.

(ii) ECS agrees to have adequate general liability coverage to cover any tort claim including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine. Such insurance shall have a minimum coverage of $2,000,000 per occurrence with a $3,000,000 aggregate.

(iii) With submission of the annual report each year of this contract and at any time upon request of the District, ECS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein, naming District as an additional insured. All such insurance policies shall contain a provision requiring notice to the District, at least thirty (30) days in advance, of any material change, non-renewal or termination to the attention of the Superintendent, Lincoln County School District.

B. Legal Liabilities

(i) The following federal and state laws apply to ECS in its operation and shall be observed by ECS where applicable:

a) Federal law
b) ORS 30.260 to 30.300 (tort claims);
c) ORS 192.311 to 192.478 (public records law);
d) ORS 192.610 to 192.705 (public meetings law);
e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
g) ORS 326.565, 326.575 and 326.580 (student records);
h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
i) ORS 329.045 (academic content standards and instruction);
j) ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);
k) ORS 329.496 (physical education);
l) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);
m) ORS 336.840 (use of personal electronic devices);
n) ORS 337.150 (textbooks);
o) ORS 339.119 (consideration for educational services);
p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
t) ORS 342.856 (core teaching standards);
u) ORS chapter 657 (Employment Department Law);
v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
x) Statutes and rules that expressly apply 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;
z) Health and safety statutes and rules;
aa) Any statute or rule that is listed in this Agreement; and
bb) ORS Chapter 338.

(ii) ECS shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program upon adoption of such policy by ECS's.

C. Waiver

ECS may apply to the State Board of Education for a waiver consistent with ORS 338.025. ECS shall notify the District in writing thirty (30) days prior to requesting a waiver from the State Board of Education. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will enhance the educational program at ECS.

D. Full Faith and Credit

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

E. Indemnification

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

of applicable limitations of liability provided in the Oregon Tort Claims Act.

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

(iii) This indemnification, defense and hold harmless obligation on behalf of ECS and the District shall survive the termination of this Contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

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

(i) The acts or omissions of ECS, trustees, agents, volunteers or employees;

(ii) The use and occupancy of the building occupied by ECS or any matter in connection with the condition of such building; or

(iii) Any debt or contractual obligation incurred by ECS.

G. ADA/504 Obligations

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

H. Cybersecurity

ECS at its own expense, agrees to take adequate steps to ensure the security of its technology systems which have connections to District's technology systems, including but not limited to student information systems, online curriculum, accounting systems and any other electronic data storage system that may expose the personally identifiable information of District students or staff.

ECS shall annually train its employees, volunteers and agents who use such systems on cyber safety. Documentation of training provided shall be submitted to District annually or upon request.

ECS shall make their technology systems and systems audit records available to District inspection regularly, and upon District request, for the purpose of verifying and auditing the ECS systems configuration to ensure compliance with all requirements of this section and compliance with requirements imposed upon District by its insurance carrier(s) in order to maintain District's cybersecurity insurance coverage.

District shall, in its sole discretion, sever such connections if they are found to be inadequate to ensure the security of District data or to maintain its cybersecurity insurance coverage. District shall work with ECS staff or their agents to resolve all such inadequacies to the satisfaction of District before such connections are reestablished.

I. Transportation

ECS students may obtain transportation through the student's parent/guardian or existing public school bus lines. The District shall not be obligated to alter existing bus routes or add bus routes for purposes of providing transportation to ECS students. Subject to availability of space, a District bus may stop at the ECS facility to drop off and pick up ECS students, if the ECS facility is on a designated District bus route. The District is responsible for providing transportation to ECS students along existing public school bus lines within the District, if space is available.

ECS may request and schedule their bus routes through the District transportation contractor, currently First Student. Contractor will bill District for all such routes and District shall reduce the monthly SSF payment to ECS by the same amount. If an SSF payment is not currently due to ECS, District shall bill ECS and ECS shall remit payment within 30 days.

Transportation grant funding from ODE to District for the ECS transportation expenditures, currently 70% of allowable expenditures, will be paid to ECS on the same schedule as the SSF payments in the next fiscal year after all expenditures have been audited and approved by ODE. District shall not be required to reimburse any amounts not received from ODE.

Section 11. Renewal of Contract

A. ECS must request in writing at least 180 days before expiration of the charter, that this Contract be renewed per the contract renewal process subject to ORS 338.065 and OAR 581-026-0400.

B. The District shall, upon receipt of the written request to renew from ECS, develop a timeline in agreement with ECS for renewing the Contract as allowed by OAR 581-026-0400, Section 9 that will reflect the calendar of the District Board of Director's meetings.

C. If the District determines that it will not renew the Contract, then ECS shall cease to operate as a charter school sponsored by the District on June 30, 2034, provided, however that ECS may appeal this decision as permitted by ORS 338.065 and ECS shall remain open until one of the conditions apply as set forth in OAR 581-026-0405.

Section 12. Miscellaneous Provisions

A. Entire Agreement

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

B. Governing Law

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

C. Assignment

ECS shall not, without the written consent of the District, delegate or contract with any entity to provide the educational program described in this Contract and the attached exhibits and it being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively by ECS.

D. Terms and Conditions of Application

The parties to this Contract agree that the original proposal sets forth the overall goals, standards and general operational policies of ECS, and that the application is not a complete statement of each detail of ECS's operation. To the extent that ECS desires to implement specified policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the application, ECS shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and ORS Chapter 338.

E. Conflict Between Application and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this Contract and the original application submitted to the District by ECS, the Contract provision(s) shall supersede any provision contained in the original application or previous Contract.

F. District Liaison

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

G. Amendment

This Contract may be modified or amended only by written agreement between ECS and the District.

H. Notice

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

I. Definition of Business Day

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

J. Address of Parties for Purpose of Written Notice

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

For the District:	For ECS:
Lincoln County School District	Eddyville Charter School
Dr. Majalise Tolan, Superintendent	Stacy Knudsen, Principal
P.O. Box 1110	PO Box 68
Newport, OR 97365	Eddyville, OR 97343

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

K. No Waiver

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

L. Dispute Resolution

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

M. Severability

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

N. Delegation

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

O. Prior Actions

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

P. Attorney Fees

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

Q. Incorporation of Original Application and Other Exhibits

The following exhibits are attached and incorporated by reference: Appendix A [ECS's Performance Objectives], and Appendix B [Contracted Services].

R. ECS' Authority to Enter into Contract

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

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

For the DISTRICT:

By:_____ _____
Peter Vince, Chairman Date
Lincoln County School District Board

By:_____ _____
Dr. Majalise Tolan, Superintendent Date
Lincoln County School District

For ECS:

By:_____ _____
Abe Silvonen, Chairman Date
Eddyville Charter School Board

Approved as to form:

By:_____ _____
District Legal Counsel Date

Appendix A

PERFORMANCE OBJECTIVES

1. Annually by October 1, ECS will present their annual School Improvement Plan (SIP) to the District. The SIP will include the following:

A. Academic Performance Objectives

- Plan for increasing student achievement each year on the statewide assessment(s) in English Language Arts and Math.

- Plan for improving four-year cohort graduation by 3% each year until reaching and maintaining 90% or greater.

- Plan for improving 9th grade on-track rates by 3% each year until reaching and maintaining 90% or greater.

B. Non-academic Performance Objectives

- ECS will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a measured scale for this question (For example: highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will have a goal showing that at least 90% of the parents consider their overall satisfaction or the education their child receives at ECS to be either the highest or second highest rating.

- ECS will work towards increasing their Regular Attenders rate by 5% annually until they reach and sustain a Regular Attenders rate of 90% or greater. Regular Attenders are defined as students who attend school 90% of the time or more. Strategies to attain this goal will be outlined in the SIP, including timelines and ways to measure progress.

2. If requested, ECS will give a SIP progress update with metrics and present it to the District Board in the spring.

3. Methodology for Reporting Growth

Throughout the term of this Agreement and after the annual evaluation by the District the parties will continue to work together to improve the methodology for analyzing and reporting achievement growth. At least once each school year, parties will meet to discuss instruction and/or student performance. The District may request information from ECS prior to the annual evaluation. The District will give reasonable advance notice of requests for information and ECS will timely submit such requested information.

Appendix B

CONTRACTED SERVICES

1. District Hearing Officer for student suspension and expulsion hearings:
   ECS may contract with the District for a District Hearing Officer in a student suspension or expulsion hearing. ECS shall pay the District's actual hourly cost for the Hearing Officer.

2. Substitute Teachers and Staff:
   ECS may contract with the District for substitutes while an ECS teacher or staff is absent. ECS shall pay the District's actual cost for substitutes at ECS.

3. Health and Social Services to ECS Students:
   ECS may contract with the District for Health and Social Services for ECS students at a rate to be determined by the District, but during the first year of the contract no more than the per pupil cost to the District of providing similar services to District students. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

4. Payroll Services:
   ECS may contract with the District for payroll services for non-District ECS employees at the District's actual cost at District's discretion.

5. Human Resources Services:
   ECS may contract with the District for Human Resource Services at a rate to be determined by the District. These services include, but are not limited to: (a) the application, interview and hiring process; (b) normal disciplinary issues or procedures; (c) TSPC classification or license work; (d) normal consultative work. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

6. Supervision of Staff Services:
   ECS may contract with the District for Supervision Services for the district employees who will be employed at the ECS site at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years shall be the District's actual cost.

7. Risk Management Services:
   ECS may contract with the District for Risk Management services such as risk management consultation, safety and risk assessment of ECS students and staff; staff training;

environmental and indoor air quality concerns, workplace safety, security, and industrial hygiene. This will be at a rate to be determined by the District. The cost of these services will be reviewed by the District at the conclusion of the first year of the contract and the cost of these services for subsequent years of this contract shall be agreed to by the parties. In the absence of such agreement, the cost of these services for subsequent years r shall be the District's actual cost.

8. Section 504 Services for ECS Students - Staff and Patrons:
ECS may contract for District services in order to comply with ECS's legal obligations under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act of 1990 and ORS Chapter 659. ECS and the District may mutually agree on the cost of these services to ECS. In the absence of such mutual agreement, ECS shall pay the District's actual cost in providing these services.

9. Miscellaneous Services:
The list of services set forth above is not exhaustive, and that ECS may contract with the District for additional services from the District. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that ECS shall pay the District's actual cost of providing these services to ECS.

10. Technology and Instructional Services:
ECS may contract for District technology services at a cost to be determined by the District ECS may also contract with the District for ECS involvement in District instructional programs and courses at a cost to be determined by the District.

11. Food Services:
ECS may elect to participate in Lincoln County School District's food service programs provided by the District's food service management contractor (FSMC), currently Sodexo America, LLC. If ECS elects to participate, ECS agrees to provide at its cost any computer hardware and network connectivity necessary to run the District's food service reporting software, currently "Primero Edge." ECS agrees to participate in all training provided by the District or the FSMC, and to comply with all Federal, State and Local regulations for each food service program, as well as the District's FSMC contract, District guidelines and District policies EFA, EFAA, EFAA-AR, EFD and EFD-AR as directed by the District. ECS agrees to comply with all Federal, State and Local food safety guidelines. ECS will allow the District to inspect its premises to ensure compliance with all food service program regulations and the FSMC contract. ECS agrees to provide the District a copy of their Fire Inspection Report every two years. ECS shall provide a copy of their educational calendar showing school and non-school days in order to prevent food waste. District may terminate the food service agreement with ECS for non-compliance with Federal, State or Local regulations, or for non-compliance with District FSMC contract, or District food services policies and guidelines if deemed necessary at District's sole discretion or if directed by the ODE Child Nutrition Program.

10.e. Other

10.e.1. Meeting Takeaways

10.e.2. Reminders/Announcements

10.f. Adjournment

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities and finances, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team
Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.