LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
1212 NE Fogarty Street, Newport, OR 97365
PO Box 1110, Newport, OR 97365
T 541-265-9211 | F 541-265-3059
www.lincoln.k12.or.us

Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Special Session & Work Session of the Board

Date	**Tuesday, May 28, 2024**
Time	**5:00 PM**
Place	**Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Special Session & Work Session of the Board of the Board beginning at 5:00 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 Special Session & Work Session of the Board
Tuesday, May 28, 2024 - 5:00 PM
Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365

Agenda

1. Call to Order & Establishment of a Quorum for Special Session Board Meeting
2. Action Items
    2.a. Career Tech Application

OREGON SCHOOL BOARDS ASSOCIATION

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Emielle Nischik

INTERIM DEPUTY EXECUTIVE DIRECTOR AND CHIEF LEGAL OFFICER
Haley Percell

May 28, 2024

Lincoln City Career Tech High School application: Recommendation for determination of completeness

As per ORS 338.055, the first step in the charter school application process is to determine whether the application is complete. This determination is not an assessment of the merits of the application, but a determination of whether or not an applicant provided the information required by ORS 338.045. A proposal is complete if the proposal addresses, at least minimally, each element required by ORS 338.045 (2) and (3).

The school district board must notify an applicant within 30 days after receipt of a proposal if the proposal is not complete and identify the specific elements of the proposal that are not complete. If the application is not complete, the school district board must provide the applicant with a reasonable opportunity to complete the proposal.

If, after being provided a reasonable time to complete the proposal, the applicant does not provide a proposal that is complete, the application may be disapproved by the district board.

This letter serves as informal notification as to the completeness of your application. As of this writing, your application appears incomplete. This finding will not be final until the board votes.

The district board is scheduled to vote on the completeness of the application on May 28. If the board determines that the application is incomplete and you wish to complete the application and resubmit it, it will be due no later than June 28. Please resubmit ONLY the sections of the application that were determined to be incomplete and label them clearly; do not resubmit the entire application.

My contact information is at the end of this letter. Please do not hesitate to contact me if you have any questions.

Required statutory component ORS 338.045	Complete?
2 (a) The identification of the applicant;	Yes
(b) The name of the proposed public charter school;	Yes
(c) A description of the philosophy and mission of the public charter school;	Yes
(d) A description of the curriculum of the public charter school;	Yes
(e) A description of the expected results of the curriculum and the verified methods of measuring and reporting objective results that will show the growth of	Yes

knowledge of students attending the public charter school and allow comparisons with public schools;	
(f) The governance structure of the public charter school;	Yes
(g) The projected enrollment to be maintained and the ages or grades to be served;	Yes
(h) The target population of students the public charter school will be designed to serve;	Yes
(i) A description of any distinctive learning or teaching techniques to be used in the public charter school;	Yes
(j) The legal address, facilities and physical location of the public charter school, if known;	Yes
(k) A description of admission policies and application procedures;	Yes
(L) The statutes and rules that shall apply to the public charter school;	Yes
(m) The proposed budget and financial plan for the public charter school and evidence that the proposed budget and financial plan for the public charter school are financially sound;	Yes. The Fiscal Administration Agreement between the applicant and Cascade Pacific Resource Conservation and Development will serve as the financial plan.
(n) A description of the financial management system for the public charter school, an explanation of how the financial management system will meet the requirements of ORS 338.095 (1) and a plan for having the financial management system in place at the time the school begins operating;	No. ORS 338.095(1) states that the financial system of the public charter school must include a budget and accounting system that (a) is compatible with the budget and accounting system of the sponsor of the school; and (b) complies with the requirements of the uniform budget and

	accounting system adopted by rule of the State Board of Education under ORS 327.511. Neither of these descriptions were included.
(o) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;	Yes
(p) The proposed school calendar for the public charter school, including the length of the school day and school year;	Yes (though a calendar was not provided)
(q) A description of the proposed staff members and required qualifications of teachers at the public charter school;	No. While staffing descriptions and bios are provided, required qualifications of teachers are not addressed.
(r) The date upon which the public charter school would begin operating;	No. The application states N/A.
(s) The arrangements for any necessary special education and related services provided pursuant to ORS 338.165 for children with disabilities who may attend the public charter school;	Yes
(t) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;	Yes
(u) The term of the charter;	Yes
(v) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;	No. This section states that this "will be negotiated with Cascade Pacific Resource Development" and does not provide a plan.
(w) A proposed plan for the placement of public charter school teachers, other school employees and students of the public charter school upon termination or nonrenewal of a charter;	No. This section says "to be negotiated with LCSD" and does

	not provide a plan.
(x) The manner in which the program review and fiscal audit will be conducted; and	No. The application states that "financial audits will be conducted by Cascade Pacific Resource Development on an annual basis" but does not address how the program review will be conducted.
3 (b) Each member of a proposed public charter school governing body must provide an acknowledgment of understanding related to the standards of conduct and the liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS chapter 65, if the public charter school is organized as required by ORS 338.035 (2)(a)(B) and (C).	No. These were not included.

Thank you,

Kristen Miles
Oregon School Boards Association
971.446.1235
kmiles@osba.org

3. Information and Discussion
    3.a. Language Acquisition Funding Approval

Contract #1892-K

Seidlitz EDUCATION
www.seidlitzeducation.com
Seidlitz Education LLC
638 Camino de Los Mares, Suite H130/ 639
San Clemente, CA 92673
(P) 949.351.7374 (F) 949.200.4384

April 28, 2024

Lincoln County School District
459 SW Coast Hwy
Newport, OR 97365
Attn: Jordan Ilett

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Lincoln County School District.**

2. Relationship – Seidlitz Education, LLC trainers are conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Lincoln County School District.**

3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic: **Seven Steps Consulting, Modeling Coaching**

Trainer: **Dr. Carol Salva**
Date / Time:
October 2, 2024 from 9:00am - 4:00pm
October 3, 2024 from 8:00am - 3:00pm
October 4, 2024 from 8:00am - 3:00pm

November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

March 10, 2025
Start/End Time TBD*
3 Hours of Online Consulting

April 22, 2025 from 8:00am - 3:00pm
April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Trainer: **Elise White Diaz**
Date / Time:
November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Trainer: **Yamila Aloise Miller**
Date / Time: November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

Trainer: Allison Hand
Date / Time: November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

Trainer: **Dr. Marie Heath**
Date / Time: February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Trainer: Sally Barnes
Date / Time: February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

- **Recording of the above listed session(s) is prohibited**

4. Audio Visual/Set Up: **Lincoln County School District** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Lincoln County School District** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119

5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.

6. This service contract must be signed by **May 15, 2024** to hold the date of service. If the contract is not signed by **May 15, 2024** it becomes null and void.

7. Cancellation: If **Lincoln County School District** cancels within 60 days prior to the training date, **Lincoln County School District** will be subject to a $500.00 cancellation fee. The cancellation fee will be waived if **Lincoln County School District** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

Please note: Lincoln County School District agrees that if a district consultant agreement/contract is sent for Seidlitz Education, LLC to sign, the above Cancellation policy must be included in the terms of the agreement/contract.

8. Compensation: For performance of the services described above, satisfactory to **Lincoln County School District , Lincoln County School District** agrees to pay Seidlitz Education located at 638 Camino de Los Mares, Suite H130 * Box 639 – San Clemente, CA 92673, a fixed fee based on the following:

Training =	**$4,300.00 per day x 40 days**
Training Virtual =	**$1,900.00 per day x 1 day**
Materials =	**$0.00 for**
Shipping and Handling =	**$0.00**
Total =	**$173,900.00 (PO to be received 30 days prior of date of service)**

Price above is based on tax exempt status. Non tax exempt districts will be charged applicable sales tax.

Lincoln County School District , is in agreement that if a PO is not received 30 days prior, Seidlitz Education has the right to remove the scheduled date from our calendar. Lincoln County School District will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

9. Lincoln County School District agrees that every participant will have a copy of the materials at the training if applicable.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

10. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a "company" without "written verification" in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.

b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller's Office.

11. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

12. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.

13. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: Mónica Lara

Mónica Lara, PhD / CEO, Seidlitz Education

Acceptance of Contract

Lincoln County School District , accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: _____

Signature: _____

Title: _____ Date: _____

Training Location Address: _____

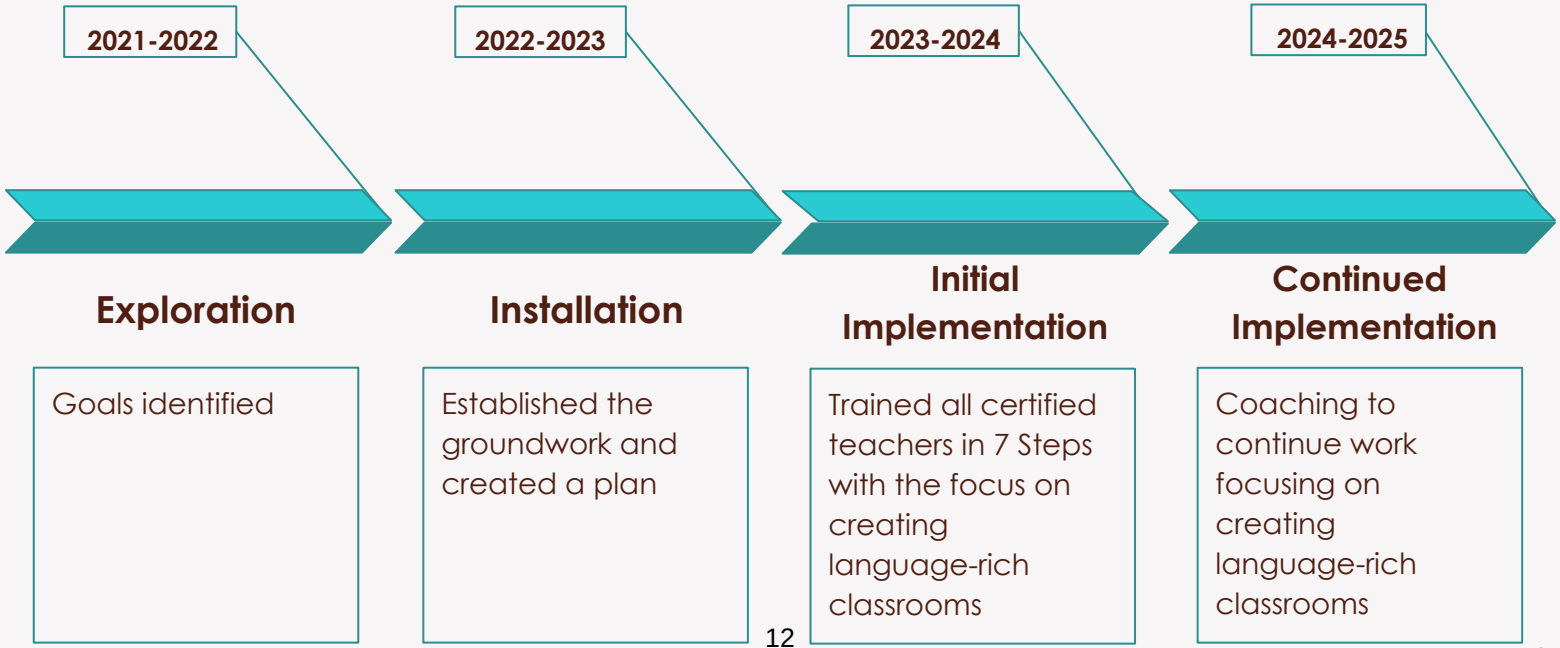
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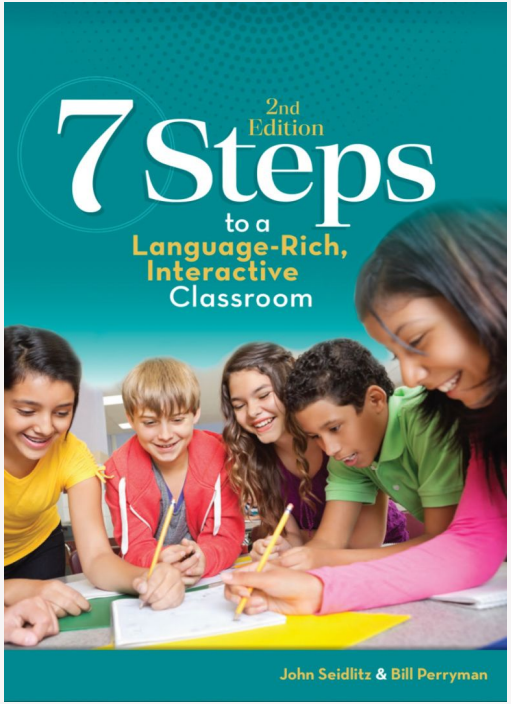
Texas County: _____

Contact Phone number _____ Contact Cell # (emergency only) _____

Tax Exempt #: _____

LCSD HB3499 Timeline





Future Partnering With Seidlitz

- Each site will receive three coaching consultant visits from Seidlitz consultants in the coming year.
- Coaching sessions will be focused on fostering language development and student engagement through structured reading, writing, and conversations.
- Teams will consist of Administrators, ELD teachers, Instructional Coaches and teachers.
- This approach will support teachers' work to cultivate a language-rich classroom environment, ultimately enhancing outcomes for our English Learners (ELs).

3.b. Tentative Charter Contract Review

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.

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.

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

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

4. Adjournment of Special Session
5. Call to Order - Board Work Session
6. August 2024 Board Retreat Planning
7. Adjournment of Work Session

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.