

# Charter Agreement

Between

Siletz Valley School, K-12

And

Lincoln County School District

From

June 2024 to June 2034  
(Fifth Renewal)

## TABLE OF CONTENTS

Recitals	5
Section 1. Grant of Charter	5
Section 2. Conditions Precedent to Operation of Charter School	5
Section 3. Effective Date	6
Section 4. Educational Program, Student Assessment and Curriculum	6
A. Age, Grade Range and Enrollment	6
B. Curriculum	6
C. Assessment and Achievement Goals	7
D. Extracurricular Activities	7
E. Records	8
F. Nonreligious and Nondiscrimination	8
G. Open Enrollment	8
H. Admission	8
I. Student Attendance, Conduct and Discipline	9
J. Education of Talented and Gifted Students	9
K. Education of English Learners	9
L. Education of Students with Disabilities	10
M. Tuition and Fees	11
N. Student Welfare and Safety	12
O. School Year, School Day, Hours of Operation	12
P. Alternative Education Model	11
Section 5. Evaluation of Student Performance and Procedures for Corrective Action	11
Section 6. Economic Plan, Budget and Annual Audit	12
A. Funding	12
B. Budget	13
C. Financial Records, Audits and Accounting Reports	13
D. District's Contract Services	15
E. Penalties	16
Section 7. Buildings and Facilities	16
Section 8. Governance and Operation	16
A. Status	16
B. Nonreligious, Nonsectarian Status	16
C. Nondiscrimination	17
D. Public Meeting and Public Records	17
E. Operational Powers	17
F. Third-Party Contracts	17

G. Annual Report and Review	17
H. Term	18
I. Termination	18
J. Change of Status	19
K. Property Inventory Control	19
Section 9. Employment Matter	20
A. Criminal Background Checks	20
B. Teacher and Administrator Registration with the Teacher Standards and Practice Commission (TSPC)	21
C. Staff ODE Collections	21
D. Building Administrator	21
Section 10. Insurance and Legal Liabilities	21
A. Insurance	21
B. Legal Liabilities	22
C. Waiver	23
D. Full Faith and Credit	23
E. Indemnification	23
F. District Disclaimer of Liability	24
G. ADA/504 Obligations	24
H. Cybersecurity	25
I. Transportation	25
Section 11. Renewal of Contract	26
Section 12. Miscellaneous Provisions	26
A. Entire Agreement	26
B. Governing Law	26
C. Assignment	26
D. Terms and Conditions of Application	27
E. Conflict Between Application and Contract	27
F. District Liaison	27
G. Amendment	27
H. Notice	27
I. Definition of Business Day	28
J. Address of Parties for Purpose of Written Notice	28
K. No Waiver	28
L. Dispute Resolution	28
M. Severability	29
N. Delegation	29
O. Prior Actions	29
P. Attorney Fees	29
Q. Incorporation of Original Application and Other Exhibits	29
R. SVS's Authority to Enter into Contract	29

Signature page	30
Appendix A – Performance Objectives	31
Appendix B - Contracted Services	32

## 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 12<sup>th</sup> 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 5<sup>th</sup> 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 1<sup>st</sup> each year based on assessment scores, graduation rate, 9<sup>th</sup> 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. Economic Plan. Budget and Annual Audit**

- A. Funding
  - (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 5<sup>th</sup> 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 5<sup>th</sup> 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. District's Contract Services

- (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 Contract 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:

Lincoln County School District  
Dr. Majalise Tolan, Superintendent  
P.O. Box 1110  
Newport, OR 97365

For SVS:

Siletz Valley Charter School  
Ginger Redlinger, Principal  
245 James Frank Road  
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  
Lincoln County School District Board

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dr. Majalise Tolan, Superintendent  
Lincoln County School District

\_\_\_\_\_  
Date

**For SVS:**

By: \_\_\_\_\_  
Abe Silvonen, Chairman  
Siletz Valley Charter School Board

\_\_\_\_\_  
Date

**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 9<sup>th</sup> 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 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.