

Woodland Charter School

Charter Renewal

for

July 2023 - June 2028



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CHARTER FOR THE WOODLAND CHARTER SCHOOL

THIS CHARTER FOR THE WOODLAND CHARTER SCHOOL (this "Charter"), is made and entered into as of its date of execution by and between the Board of the Three Rivers School District ("District"), an Oregon common school district, and Woodland Educational Initiative (DBA Woodland Charter School or "WCS"), an Oregon nonprofit public benefit corporation.

RECITALS

WHEREAS, the Oregon legislature has enacted ORS CHAPTER 338 (the "Charter School Act") to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

WHEREAS, an application was submitted by WCS to the District for formation of WCS as a charter school to operate within the School District; and

WHEREAS, the District has determined that the application submitted by WCS, complies with the purposes and requirements of the Charter School Act; and

WHEREAS, the District Board held a public hearing on the provisions of the proposal in accordance with ORS 338.055(1) and school district policy and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to WCS and the District; and

WHEREAS, the Charter School Act requires that WCS and the District enter into this agreement to establish the charter under which WCS will operate as a public charter school; and

WHEREAS, the parties desire that WCS be authorized to operate a public charter school in accordance with the terms of this Charter and the Charter School Act; and

WHEREAS, WCS submitted a request for renewal, the District held a public hearing as required by ORS 338.055(1), and the District Board approved the request for renewal;

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

CHARTER

SECTION 1. Creation of Charter; Nature, Power and Purpose of WCS.

(a) **Name, Purpose.** This agreement between WCS and the District (this "Charter") creates a public school charter under ORS 338.065 and shall be known as the "Woodland Charter School." This Charter acts as the legal authorization for the establishment of WCS as a public charter school under the Charter School Act. This Charter shall be legally binding on the District and WCS and their permitted successors, heirs and assigns.

(b) **Powers.** In addition to its general corporate powers, WCS shall have and exercise all of the powers, privileges, immunities and authorities granted to public charter schools by the Charter School Act and the laws of any other State or federal entity having jurisdiction over the operations of WCS.

(a) **Corporate Status and Governance.** WCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with State laws concerning ethics and conflicts of interest of public officers. WCS shall provide the District with a copy of any amendments to its articles and bylaws.

(b) **Public Nature.** WCS is not a governmental entity or agency of a governmental entity and shall have no power to levy taxes or to issue bonds for which the public is or may become liable. However, WCS shall be subject to the following laws that govern public bodies, as required by the Charter School Act ORS 338.115:

- (c) (a) Federal law;
- (d) (b) ORS 30.260 to 30.300 (tort claims);
- (e) (c) ORS 192.311 to 192.478 (public records law);
- (f) (d) ORS 192.610 to 192.690 (public meetings law);
- (g) (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
- (h) (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- (i) (g) ORS 326.565, 326.575 and 326.580 (student records);
- (j) (h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
- (k) (i) ORS 329.045 (academic content standards and instruction);
- (l) (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
- (m) (k) ORS 329.496 (physical education);
- (n) (L) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);
- (o) (m) ORS 336.840 (use of personal electronic devices);
- (p) (n) ORS 337.150 (textbooks);
- (q) (o) ORS 339.119 (consideration for educational services);
- (r) (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (s) (q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
- (t) (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);

- (u) (s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
- (v) (t) ORS 342.856 (core teaching standards);
- (w) (u) ORS chapter 657 (Employment Department Law);
- (x) (v) ORS 659.850, 659.855 and 659.860 (discrimination);
- (y) (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (z) (x) Statutes and rules that expressly apply to public charter schools;
- (aa) (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;
- (bb) (z) Health and safety statutes and rules;
- (cc) (aa) Any statute or rule that is listed in the charter; and
- (dd) (bb) This chapter.

(e) Philosophy and Mission.

The Woodland Charter School seeks to kindle a life-long love of learning by providing a developmentally appropriate, arts-integrated curriculum which engages the whole child: head, heart, and hands.

(a) Non Religious and Non Discrimination Policy. WCS covenants that all of its charter school activities shall be governed by its non religious and non discrimination policy. The educational program of WCS shall be non religious and nonsectarian. WCS shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic agility, income level or political beliefs and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to WCS's nondiscrimination policy. WCS will comply with all applicable federal and State laws, rules and regulations regarding nondiscrimination.

SECTION 2. Interpretation; Integration.

(a) Definitions. Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

"Academic Achievement Indicators" means grade level and student specific goals written in collaboration with TRSD Curriculum Department. Goals will be written in SMART format and will accurately reflect current achievement levels and appropriate levels of growth as a goal, reviewed several times per year.

"Admission" means that a student has been formally accepted as a student at WCS and has enrolled with WCS in accordance with applicable laws and the WCS admission policies and procedures.

"Charter School Act" means ORS Chapter 338 and the rules and regulations promulgated by the Department there under, as the same may be, from time to time, amended or modified.

"Department" means the Oregon Department of Education.

"District" means the Three Rivers School District.

"District Board" means the District's School Board.

"Fiscal Year" means, with respect to the District or WCS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.

"Full-time Enrolled Student" means a student attending WCS for all non-special education course offerings and curriculum programs.

"IDEA" means the federal Individuals with Disabilities Education Act, commonly referred to as Public Law 94-142 (as amended).

"IEP" means an individualized education program created for a student with disabilities to whom the IDEA applies.

"IEP Team" means a committee of qualified educators charged with the task of evaluating the special needs of a Special Education Student to create an IEP for the student and determine the most appropriate educational setting for the student.

"WCS" means, as the context requires, the Woodland Charter School, an Oregon nonprofit corporation formed as Woodland Educational Initiative and DBA Woodland Charter School.

"WCS Board" means the board of directors of WCS.

"Special Education Student" means a child with disabilities for whom the IDEA requires the development of an IEP.

"State" means the State of Oregon and, as the context requires, Oregon's executive, judicial or legislative bodies and their agents and agencies.

(b) **Incorporation of Attachments and Interpretation of Conflicts.** This Charter includes the following appendices, exhibits and attachments, all of which are hereby incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable State law and the provisions of any appendix, attachment or exhibit, priority in interpretation shall be first given to federal and State law and administrative rules, then to the body of this Charter and lastly to the provisions of the attachments and exhibits hereto:

Appendix A Funding and Administration of Special Education Student Services

Appendix B Schedule of Rates and Contract Services Available from District

Appendix C: Charter School Annual Report and Accountability Metrics

SECTION 3. Term.

(a) **Initial Term.** This Charter shall be effective upon signature of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on June 30th, 2028.

(b) **Renewal.** Subject to termination by a party as provided herein, this Charter will be approved for renewal following the filing of a renewal request and after full compliance with the process described in ORS 338.065 (5) (a).

The first renewal term will be for three years. Each subsequent renewal term thereafter shall be for 5 (Five) years and each term shall commence on July 1 immediately following the expiration of the prior term and expire at midnight on June 30 at the end of the term.

SECTION 4. Educational Program and Curriculum.

(a) **Age and Grade Range** WCS shall provide instruction to students in grades K-8.

(b) **Curriculum**

(1) **General Requirements.** The District agrees that its curricular requirements shall not apply to WCS, to the extent permitted by State law, but that WCS shall implement its instructional programs to include, at a minimum, mathematics, science, language skills, and the arts. WCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner which is consistent with State law.

(2) **State Standards.** WCS agrees to comply with all State requirements concerning academic content. The educational program, pupil performance standards and curriculum designed and implemented by WCS shall strive to meet or exceed any content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

(3) **English Language Learners.** WCS will administer the Student home language use survey annually with all students. Additionally, WCS shall assess the English language proficiency of all students identified as coming from a non-English-speaking background, or whose first language is other than English, and shall provide bilingual education or an "English Language Learners" program for such students. WCS will provide any special services that are required for English-as-a-second language students pursuant to District policy and State and federal law. WCS will receive the full ADMw of any students identified as ELL. Home language use surveys are to be retained in student CUM files. TRSD will administer the ELPA screener as needed.

(4) **Participation in Extracurricular Activities of District** WCS District resident students are eligible to participate in extracurricular activities provided at their resident district school at the same cost, if any, that is required of District students. Nonresident WCS students must comply with applicable OSAA (Oregon State Athletic Association) rules and SOMSAC (Southern Oregon Middle Schools Athletics Conference) before being eligible to participate in

extracurricular activities in a District school. If a student lives outside of the Three Rivers School District boundaries, that student must participate in the district in which they reside. The District shall not be responsible for providing special transportation for a WCS student to and from an extracurricular activity. A WCS student may use the District's existing bus lines, as provided by First Student. Future provisions may be explored to allow non-resident students to participate in select extra curricular activities (ie Track & Field, Cross Country) if an agreement can be reached with representatives of SOMSAC.

(5) **Participation in Federal Programs** Should WCS wish to and is eligible to participate in Federal Programs (Title IA, Title IIA, etc.) they would be required to meet the qualification standards utilized by TRSD. In addition, WCS would be required to adhere to all Federal and State regulations that govern the access and use of monies associated with Federal Programs. These regulations include, but are not limited to: Targeted assistance and Schoolwide program guidelines, Federal Program reporting and monitoring and academic performance evaluation and intervention strategies.

(c) **Alternative Education Model** Woodland Charter School's academic program focuses on delivering an arts-integrated, Waldorf-methods curriculum that works to educate the whole child by balancing intellectual, social-emotional, and physical development while also meeting or exceeding the Oregon Department of Education Benchmark Standards. Woodland Charter School is designed as a K-8th grade community school where rigorous traditional academics are infused with artistic and practical activities. The various curricula and course work will be aligned with state standards. Subject to applicable State and federal laws, the District shall allow WCS to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy. WCS may grant credits to its students under the criteria set forth in OAR 581-022-1350(2) and (3).

(d) **Homeless Students** WCS will identify at least one employee to serve as McKinney-Vento liaison. This person will work directly with TRSD and homeless students and families at WCS.

SECTION 5. Opening Date and School Calendar; Tuition; Admission and

Enrollment.

(a) **Opening Date and School Calendar** WCS school year and attendance schedule will comply with OAR 581.022-1620. The school day will be scheduled with the goal of accommodating transportation needs and families with children enrolled in both WCS and District schools. Hours of operations must be established, and provided to TRSD within 30 days of the District's announcement of hours of operation or August 15, whichever comes later.

(b) **Tuition** WCS will not charge tuition for programs, classes or courses of study which are part of the regular school program. WCS may charge reasonable fees for application processing, instructional materials, after-school programs and student activities.

(1) **Students in Poverty.** WCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and State law and WCS policy. WCS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and State law, if WCS elects to provide breakfasts and lunches for students.

(c) Admission and Enrollment

(1) **Eligibility: Voluntary Enrollment** Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment and, under the conditions set forth herein, and as permitted by State law, students who reside outside of the District ("non-resident students") may also be admitted. Enrollment of Special Education Students shall be the same as for students in general, except as modified by the special placement procedures set forth in Section 6. The WCS enrollment application form will ask if the student applicant has an IEP or a 504 but will not be used for determination of eligibility for enrollment or placement. WCS will notify TRSD office of student services within 24 hours of enrolling a student on an IEP or with a 504 plan.

(2) Enrollment Numbers

(A) **Minimum Enrollment** The minimum enrollment shall be 25 full-time enrolled students. If student enrollment falls below 25 full-time enrolled students at any time during the year, the District must be notified. Subject to the limitations of State requirements, and based on the circumstances of the reduced enrollment, the District and WCS will consider what action, if any, will be taken. This may include application for a waiver to the State or termination of this Charter for the current school year only.

(B) **Dual Admission Status.** WCS shall not permit dual admission of any student at both WCS and another public school or nonpublic school.

(4) **Lottery.** To the extent permitted by this Charter and State law, if more students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by WCS under the following principles:

(A) **Resident Preference.** Except as otherwise provided in sub-subsection (4)(8), in all phases and within all prior admission status levels of enrollment, preference will be given to students who reside within the boundaries of the District.

(B) **Equitable Principles.** After the first WCS school year, admission shall be guided by recognizing the following order of priority for admission: (1) students (including non-resident students) who were enrolled at WCS in the previous year; (2) siblings of students who were enrolled at WCS during the previous year and will be returning to WCS for the current year; (4) Students who were on a waiting list with priority given to resident students. (5) Students who reside within the boundaries of the District but are not eligible under categories 1 through 4, and (6) Non-resident students who are not eligible under categories 1 through 5. The foregoing priority levels shall be applied at each phase of enrollment, with students within each level being selected, if necessary, by random lottery.

(5) **Waiting Lists; Filling Vacancies.** The order of students on the waiting list is determined by the outcome of the lottery process as described in (4) Lottery. The waiting list is amended at the end of each Open Enrollment Period. When an application occurs outside of the enrollment period (i.e. in the middle of the school year) and the requested classes are full, the student will be added to the waiting list. After exhaustion of the waiting list, new applications may be considered, on a first-come, first-served basis. The waitlist may be audited by TRSD, upon request from TRSD.

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

SECTION 6. Education of Students with Disabilities

(a) **Application and Enrollment.**

(1) **Non-discrimination in Enrollment.** WCS will not discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. WCS will admit students without regard to

their status as Special Education Students, the student's IEP (WCS) Team will work with TRSD to determine the appropriate placement.

- (2) **Special Enrollment Procedures.** Except as provided in this subsection, the procedures for application, enrollment and admission of a Special Education Student will be the same as for any other student. WCS will immediately notify the TRSD Director of Education about the potential enrollment of all special education students. The IEP Team of the District shall determine if WCS is the appropriate placement. A WCS representative will be invited to attend the IEP Team meeting at which the team will determine if WCS is the appropriate placement.

(b) **Identification of Students Eligible for IEPs.** WCS will ensure that at least one of its administrative or teaching staff members will work with the District to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith. WCS will demonstrate a history of student intervention before making any special education referrals. Any WCS student referred for evaluation will remain enrolled at WCS until and unless his or her IEP Team determines that WCS is not the appropriate placement.

(c) **Administration of Special Education Student IEPs.** Guidelines for the provision of special education services are set forth in Appendix A.

SECTION 7. Student Performance

(a) **Academically Low Achieving Students.** WCS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.

(b) Student Performance.

- (1) **Assessment.** WCS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1) as well as any other assessments developed by ODE, the US DOE or the Oregon Legislature to implement ESSA assessment requirements. WCS shall administer the standardized State tests on the same schedule as the District. Other testing not required by the state will not be required by the district. Additionally, WCS will administer benchmark assessments for reading and math. The data produced by these benchmark assessments will be shared with TRSD in October, February, and June of each school year.

(2) **Corrective Action** The Woodland Charter School is designed to provide the opportunity for students to meet or exceed Oregon State standards. For students performing below benchmark or grade levels, Woodland Charter School will be charting these individual students' academic growth on a yearly basis from the results on the state standardized tests. Woodland Charter will work in conjunction with TRSD Curriculum Department and Superintendent to analyze school and student data to determine appropriate student learning growth goals based on academic achievement indicators. A WCS corrective action plan for improvement would be based on facilitating academic growth for all students, as determined by subpopulation data analysis in conjunction with overall academic achievement as reflected on the Oregon Department of Education report card.

(3) **Retention** In the event that a student is being considered for retention, Woodland will consult with the designated District representative and follow policy IKE and IKE-AR. (WCS will use policy IGBB and IGBB-AR for Academic Acceleration consideration)

(c) Student Attendance, Conduct and Discipline.

(1) **Attendance.** WCS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis.

Student attendance at WCS shall be in compliance with Oregon's compulsory attendance laws.

(2) **Discipline Policies.** WCS shall adopt the discipline policies of the District, unless a policy is passed by the WCS Charter Council, providing an age-specific code of conduct, rules, student rights and appeal procedures that comply with all State and federal laws. WCS shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct and students' rights policies in a location that is accessible to students and the public. WCS will comply with discipline policies as outlined in the Individuals with Disabilities Education Act where applicable, for special education students. Discipline records will be managed electronically using the same SIS used for attendance and enrollment.

(3) **Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law. All WCS expulsion proceedings shall be administered by the District, according to District policies appropriate to age level. Grounds for expulsion from WCS shall be consistent with Three Rivers School District Policy JGE-Expulsion. Three Rivers and Woodland will reserve the right to enroll and admit any student expelled by the other on a probationary basis if they choose. WCS will immediately notify and consult with the TRSD about any suspension with a pending recommendation for expulsion. The District shall be responsible for all costs for the hearings officer and written determination only. Any appeal would go to the District board. Costs for appeals beyond the District forums resulting from errors or omissions by the WCS would be borne by WCS.

Upon completion of expulsion proceedings, the District shall provide WCS with written notice within five days. The resident district of the expelled student is responsible for offering two alternative placements.

SECTION 8. Administrative Services

(a) **Complaint Procedures.** WCS shall maintain an administrative process for resolving public complaints against WCS, including complaints regarding curriculum.

(b) **Student Welfare and Safety.** WCS will comply with annual training requirements including, but not limited to, HB 2062 and sexual conduct, child abuse reporting, sexual harassment as required by law.

(c) **Health and Social Services.** WCS may contract with the District for the delivery of health and social services for students as set forth in Appendix B to this Charter.

WCS shall inform the required authorities and TRSD's Department of Human Resources' office of any incident regarding child abuse and neglect, concurrent with State and District required reporting, and will provide a written report consistent with the District's process for record keeping purposes.

WCS shall comply with State and federal law relating to medication administration to students.

(a) **Insurance.**

(1) **Coverage Required.** The WCS shall secure, retain and provide proof of the following insurance for the District: commercial and general liability insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and an honesty bond. Each policy of insurance will be written as primary coverage, will name the District as an additional named insured and will be endorsed to require not less than thirty (30) days' prior written notice to the District's superintendent of any suspension, cancellation or reduction in coverage.

Coverage	Limit
General per occurrence	\$1,000,000 w/5 million excess
Products - Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$1,000,000
Medical Expense (any one person)	\$5,000
Employers Liability	\$100,000
Professional Liability	\$1,000,000
Molestation Liability	\$1,000,000

- (2) **Required Proof of Insurance.** Upon the request of the District's superintendent, the WCS shall secure certificates of insurance or other satisfactory proof evidencing coverage of the types set forth above.
- (3) **Coordination of Risk Management Activities.** WCS agrees that it will report its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties are named.

(e) **Third-Party Contracts.** WCS 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 Charter, unless WCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District.

(f) **ADA/504 Obligations.** WCS 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 659 with respect to its students, staff and patrons. WCS will be responsible for services or accommodations to meet WCS's legal obligations under these statutes as set forth in Appendix B to this Charter.

(g) **Transportation.** WCS students may obtain transportation through public school bus routes normally operating to and from district schools. Provision of -in-District home-to-WCS school transportation will be available from District on the days when District has students in attendance. The District will enable reporting and complete financial transactions with the Oregon Department of Education to enable WCS to obtain the 70% transportation reimbursement for any costs incurred by WCS. WCS students may obtain transportation to and from school on existing TRSD routes and any costs incurred by modifying, with the approval of TRSD, routes will be paid by WCS. WCS may contract for special transportation services from the District in accordance with Appendix 8.

(h) **District's Contract Services.** It is understood that District's costs of sponsorship of WCS as a public charter school, including all administrative and oversight responsibilities, will be paid from its retention of a portion of the State ADM funding that is received for the students enrolled with WCS. Additional services provided by the District to WCS under that financial agreement are listed in Appendix C. Additional non-essential services shall be provided to WCS only by contract at WCS's request. Appendix B shall be used to describe the services that may be purchased by WCS from District. WCS agrees that the District may amend Appendix B, from time to time, without consent of WCS to add or delete services available to WCS, and District agrees that its fees, charges and rates shall not exceed the amount necessary to reimburse it for its actual cost of providing the services.

SECTION 9. Reports

(a) **General.** WCS shall comply with all applicable record-keeping requirements of federal and State law and, upon reasonable request by District, shall provide any additional reports necessary to enable District to meet District's reporting obligations to the Oregon Department of Education. WCS will utilize the district SIS to enter and keep records current and Indistar for school improvement reporting.

Student records maintained by WCS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and documents required pursuant to the statewide assessment system under ORS 329.485(1) and any documentation required under federal and State laws regarding the education of students with disabilities.

(b) **Annual Charter School Act Report.** WCS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of WCS and student performance to the District and the State Board of Education. The annual report shall be delivered to the District in time for the District's **April** board of education meeting and will contain the components listed in Exhibit A.

(c) **Accountability.** WCS shall be accountable to the District. All records established and maintained in accordance with the provisions of this Charter, WCS policy, and federal and State law shall be open to inspection by the District. WCS is obligated to collect and provide data regarding staffing, student enrollment, student records, state reporting, admissions waitlist/lottery and school operations to the district within 30 calendar days of the request.

(d) **Policies.** WCS shall develop its own administrative policies. Any policy that is beyond WCS's powers under this Charter or is otherwise inconsistent with the terms of this Charter or applicable laws or rules is void. In the absence of adopted WCS policies, the Three Rivers School District policies may serve as a guideline for WCS policy development.

SECTION 10. Financial Management, Funding, Reporting and Accountability

(a) District Funding.

(1) **Base Level Funding - Non-Special Education Students.** In each school year, the District shall provide WCS with a base level of funding that is 85% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of WCS for all students who are not special education students. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District experiences any reduction or increase in its State per-student funding, proportionate reductions or increases will be made to WCS by adjustment in subsequent months.

(2) **Base Level Funding for Students Who Are Eligible for Special Education and Related Services and either reside within the District or outside of the District.** In each school year, the District shall provide WCS with a base level of funding that is not less than the minimum required by the Charter School Act. As of the date of the execution of this Charter, the minimum base level funding is 42.5% of the amount of the District's General Purpose Grant per

weighted average daily membership ("ADMw") as calculated under ORS 327.013. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District experiences any reduction or increase in state per-student funding, proportionate reductions or increases will be made to WCS by adjustment in subsequent months.

(3) **Additional Funding Opportunities.** The District and WCS will consult for grant opportunities of mutual benefit and distribute resources proportionately from the awards if the ADM of WCS is used in the grant application by the District.

(4) **Additional Funding from Adjustment for Students In Poverty.** Pursuant to the Charter School Act, WCS will be entitled to additional funding for students in poverty at the same percentage as that of the District. Based on this percentage, an additional amount shall be added to the average daily membership (ADM) WCS will receive from the District.

(5) **Disbursement Dates for School Year ADMw.** Base level funding shall be initially determined based on enrollment as of the date of the monthly District board meeting. Payments in July or August will be based on enrollment estimates. The District will distribute the base level funding according to the State school fund payment schedule. The District will notify WCS within 7 days of changes to the State school fund payment schedule.

(b) **Funding Levels.** The parties shall attempt to negotiate funding levels pursuant to Section 1O(a)(1) on a biennial (once every two years) basis. If the parties are not successful in negotiating a funding level by the February 15¹ deadline prior to the first school year of each biennium, the funding level shall be established at the levels contained in Section 1O(a)(1)) until such time as the parties can negotiate a new funding level.

(c) **Other Sources of Funds for WCS.** The parties acknowledge that WCS is or may be entitled to other State and federal sources of funds for schools which are not included in the per- ADM tuition payment described in this Charter.

In addition, WCS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that WCS solicits funding from sources other than the District, it shall comply with all applicable State and federal laws regarding reporting of such charitable solicitations. WCS shall include all gifts, donations, and grants in its financial reports.

(d) Financial Records, Audits and Accounting Reports.

(1) **Standards.** WCS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, State and local laws, rules and regulations and generally accepted accounting principles ("GAAP").

(2) **Annual Audit.** WCS will arrange for an annual audit of WCS' accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998.

(e) **Annual Financial Review.** WCS and the District shall review the operations, financial and otherwise, of WCS and the District's administrative expense for sponsorship of WCS each January. The parties shall strive to reduce the District's cost of sponsorship so that the amount of ADMw funding passed to WCS can be maximized.

SECTION 11. WCS Personnel Procedures

(a) **WCS Authority; Status of WCS Employees.** WCS shall have full authority and sole responsibility for the selection and hiring, training, discipline and firing of WCS teaching, administrative and operations staff.

(b) **Policies.** WCS will establish policies that comply with all applicable federal and State laws regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Such policies, once adopted, shall be forwarded to the School District within 30 days of WCS approval.

(c) **Payroll.** Employees shall be paid through the payroll department of WCS.

(d) **Benefits.** The licensed and classified staff at WCS will receive benefits in compliance with WCS Personnel Policies or as otherwise provided in their individual employment contracts. WCS supervisory staff will receive benefits in accordance with their employment contracts.

(1) **PERS.** As required by the Charter School Act, WCS shall participate in the Public Employees Retirement System (PERS) for its employees.

(2) **Employee Welfare and Safety.** WCS shall comply with applicable federal and State laws concerning employee welfare, safety and health issues.

(e) **Employee Records.** WCS shall be responsible for establishing and maintaining personnel records for WCS employees in compliance with all applicable federal and

State laws concerning the maintenance, retention and disclosure of employee records.

(f) **Placement Upon Revocation of Charter.** In the event of termination or non-renewal of this Charter, WCS shall make an earnest attempt to provide letters of reference to all staff and information regarding openings within the District and/or within neighboring districts and other Waldorf methods charter schools or other types of charter schools in the state of Oregon.

(g) **Substitutes** WCS will be responsible for providing coverage for all WCS teachers requiring substitutes, but at the District's discretion, the District may offer substitute teachers to WCS on a cost-reimbursement basis from WCS as a contract service.

(h) **Licensure** WCS will comply with their legal obligation to have the proper number of staff licensed and/or registered as required by statute prior to that employee beginning work.

(i) **Professional Development** Opportunities for professional development as provided for in District policy, State law, and any applicable collective bargaining agreements shall be communicated and offered to WCS licensed and classified staff subject to seat availability basis at no additional cost to WCS. WCS shall reimburse the District in the event the training program costs are charged to the District at a per-pupil basis. WCS may collaborate with the District for joint professional development opportunities. WCS shall offer its own professional development opportunities in the Waldorf pedagogy to its staff on an annual basis.

(j) **Teacher Standards & Practices Commission (TSPC) Obligation.** WCS shall meet any and all reporting obligations to TSPC regarding ethical violations as required by law.

(l) **Criminal Background Checks** WCS shall not knowingly employ any individual, or allow an individual to volunteer, for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223 and will charge the WCS for this service.

(m) **Evaluation of Employees** WCS will provide the District a copy of its evaluation process, including applicable forms, for all positions prior to the school year beginning. At the conclusion of the school year, WCS will provide evaluation data for state reporting purposes prior to closing for the summer.

SECTION 12. Termination. With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter

term, this Charter may be terminated as provided in this Section 12.

(a) **Termination by District Subject to 60-Day Notice.** The District may terminate this Charter upon not less than sixty (60) days' prior written notice to WCS upon the occurrence of one of the following events:

(1) **Breach of Charter.** Breach by WCS of any material term or condition of this Charter, other than a breach or condition described in subsection 12(c), which continues for more than thirty (30) days after WCS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents it cure within thirty day, then this Charter may not be terminated if within the thirty- day period, WCS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion. Material terms and conditions include, but shall not be limited to:

(A) Breach of any condition or requirement set forth in the Charter School Act or any State or federal law applicable to WCS under ORS 338.115 of the Charter School Act; or

(B) Failure to maintain any insurance required by this Charter.

(2) **Financial Instability.** WCS shall be deemed financially unstable only upon its failure to pay its debts when due and payable, or upon the filing in any State or federal bankruptcy court of any claim for relief from its creditors, or if litigation shall be commenced by its creditors. Failure to maintain budget in relation to enrollment shall require reconciliation between revenue and expenses with expenses not to exceed revenue.

(3) **Failure to Maintain Minimum Enrollment.** This Charter may be terminated if WCS fails to maintain an enrollment of at least 25 full-time enrolled students.

(b) **Notice and Right of Appeal.** The District shall notify WCS at least 60 days prior to the proposed effective date of any termination under subsection 12(a). The notice shall state the grounds for the termination. The WCS Board may request a hearing by the District's governing body by written request within ten (10) days of the notice of termination. WCS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.

(c) **Termination by District Without Notice.** The District may terminate this charter immediately and close the WCS if the school is endangering the health or safety of WCS students.

(1) **Hearing on Termination.** The WCS Board may, in writing, request a hearing from the District's governing body on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.

(2) **Appeal to Board of Education.** The WCS Board may appeal a decision of the District under this subsection to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

(1) **School Closure Pending Appeal.** Throughout the appeals process, WCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open WCS and not terminate this Charter.

(d) **Termination by District for Lack of Funding.** The District may terminate this Charter at the end of a semester, and upon such notice as may reasonably be given, if the District should become unable to receive or remit State funding to WCS as provided herein for reasons beyond the District's control.

(e) **Termination by WCS.** WCS may only terminate this Charter, dissolve or close the WCS at the end of a semester with not less than 180 days' written notice prior to the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of the WCS Board.

(f) **Effect of Termination.** Termination of this Charter shall not abridge WCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is terminated, all WCS assets that were purchased with public State School and State Incentive funds shall be given to the State Board of Education. Notwithstanding the foregoing, and to the extent permitted by law, in the event of a termination of this Charter, all assets provided to WCS which were the sole property of the District shall be returned to the District. Except for assets purchased with public funds or donated by the District, WCS shall be entitled to keep any assets provided to WCS through gifts, grants or donations other than from the District or the State and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and bylaws.

SECTION 13. Status of Parties.

(a) **Acts of WCS Not Binding on District.** WCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. WCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that WCS' authority to contract is limited to its own corporate powers and additional powers granted to WCS by the Charter School Act or State law.

(b) **District Disclaimer of Liability.** The parties to this Charter expressly acknowledge that WCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to any loss arising from:

- (1) The acts or omissions of WCS, its directors, trustees, agents or employees;
- (2) Any debt or contractual obligation incurred by WCS.

SECTION 14. Indemnification.

(a) **Indemnification by WCS.** To the extent not covered by insurance or otherwise barred or limited by the Oregon Tort Claims Act in ORS Chapter 30, WCS 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 of any property by WCS (including after school use of buildings by outside groups), its faculty, students, patrons, employees, 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 directly out of or are in any manner connected with WCS's operations. WCS agrees to indemnify, hold harmless and defend the District from all contract claims in which WCS has obligated the District without the District's prior written approval, provided that the District shall deny liability for such obligation. 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.

(a) **Indemnification by District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold WCS, 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 civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind which arise directly out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any WCS 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 WCS whose negligent or wrongful act or omission is caused or directed by WCS. 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 Charter. 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.

{b) Survival of Indemnification. The obligations of either party hereunder to indemnify, defend and hold the other harmless shall survive the termination of this Charter. 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.

SECTION 15. Dispute Resolution. In the event any dispute arises between the District and WCS concerning this Charter, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and WCS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. Neither party shall be prohibited from seeking review of any matter from the State Board of Education in any legally available forum contained herein, or in ORS Chapter 338. Notwithstanding the foregoing, either party may seek remedy for breach in any appropriate forum.

SECTION 16. Miscellaneous Provisions.

(a) Entire Agreement. This Charter, with appendices, addendums and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Charter.

{b) Governing Law. This Charter shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

(c) Assignment. This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the charter granted by this Charter runs solely and exclusively to WCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of WCS shall be deemed to be an assignment by WCS.

(d) Amendment.

(1) In General. Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between WCS and the District Superintendent or his/her designee.

(2) Appendix B. The District may amend Appendix B, without consent of WCS, by sending WCS a copy of the amended Appendix B, stating its effective date and signed by the District Superintendent or designee, for the following

purposes:

- (A) To add new contract services that will be available from the District;
- (B) To delete contract services, because such services are no longer provided by the District for its own purposes; or
- (C) To reflect any increase or decrease in the fees, rates or other charges for the contract services required by an increase or decrease in the District's cost of providing the services.

(3) **Changes In Law.** This Charter shall be automatically amended to include any amendment, deletion or change in law which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect WCS, WCS and the District shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.

(e) **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 be taken to constitute a waiver of any succeeding or other breach.

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

SECTION 17. Notice; Designated Representatives.

(a) **Notice.** Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgment of receipt) or one day's after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

WOODLAND CHARTER SCHOOL

Attn: WCS Administrator

THREE RIVERS SCHOOL DISTRICT

Attn: District Superintendent

(b) **Designated Representative.** Each party shall appoint in writing one or more designated representatives for the purposes of day-to-day communication between the parties. Until further notice is provided by a party, the designated representatives of the parties shall be as follows

WOODLAND CHARTER SCHOOL

Administrator: Chris Carmiencke

Phone: 541-846-4246

chris.carmiencke@woodlandcharterschool.org

THREE RIVERS SCHOOL DISTRICT

Superintendent: Dave Valenzuela

Phone: 541-862-3111 ext. 5222

david.valenzuela@threerivers.k12.or.us

SECTION 18. Power of District Liaison or Superintendent. The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be **made** only by the District Board.

SECTION 19. **WCS Authority to Enter Into Contract.** WCS expressly affirms that the signatories on Its behalf who sign below have the authority to enter into this Charter on behalf of WCS and that the Board of Directors of WCS has duly approved of this Charter. WCS shall provide a copy of its written resolution authorizing WCS to enter into this Charter.

IN **WITNESS** WHEREOF, the parties have executed this Charter as of the date below.

Woodland Charter School

Print Name: _____

Signature: _____
WCS Charter Council President

Date: _____

Three Rivers School District

Print Name: _____

Signature: _____
TRSD Superintendent

Date: _____

APPENDIX A

Administration of Special Education Services

WCS and the District will collaborate on policies and procedures designed to assure that all Special Education Students who apply for enrollment at WCS receive appropriate educational services. The parties recognize that there will be several methods or "delivery mechanisms" for providing these services, and that the types of special education service capabilities at WCS will depend on the number and special needs of the Special Education Students who apply for enrollment at WCS, the availability of other special education programs within the Oregon education system, changes in law and funding sources, and advances in teaching materials and techniques.

WCS and District agree to the following:

1. WCS will plan for ongoing special education training and certification of its teaching staff and will participate in training activities recommended by the District and the District's IEP Teams, subject to the availability of funding and the Board's determination of special education priorities. District shall make arrangement with WCS to provide substitute teachers to WCS on a cost reimbursement basis as necessary to allow WCS teaching staff to attend special education services training. It is the intent of both parties to strive to meet special education needs in an environment that is the least disruptive to the Special Education Students and their families.
2. WCS will refer all children suspected of having disabilities to the District for evaluation and will actively participate in federal and State programs to inform the WCS community and its students' parents and guardians of the availability of special needs assessment, programs and funding.

WCS will have a staff member on the IEP Team of each WCS student enrolled as a Special Education Student. The IEP Team will determine how to meet the goals of the IEP and how to arrange for the special accommodations, specialized

- instruction, placement and services required. The IEP Team will evaluate the
 - placement during the school year. WCS will abide by the IEP Team's decisions.
3. WCS teaching staff shall be entitled to participate in any special education services training presented by or at any District school or facility on a cost reimbursement basis.

4. WCS will comply with the Special Education Policies and Procedures Handbook provided by the District.
5. Special Ed services will be provided by District staff, they will be provided on-site at WCS. WCS will work cooperatively with the District to schedule such services for each student and to provide available space for District staff to work with each student, and that the District will retain the second weight of each special Ed student's ADM dollars. If special ed services are provided by WCS staff, it will be pursuant to an addendum that sets forth each party's roles and responsibilities, and WCS will employ and utilize a staff member who is properly licensed by TSPC to provide special ed services, and WCS will be paid 80% of each Special Ed student's second weight ADM.

APPENDIX B

Contracted Services

1. **Substitute Teachers and Staff.** WCS may contract with the District at the District's discretion, for substitutes while a WCS teacher or staff member is absent. WCS shall pay the District's cost for substitute teachers and staff.
2. **Health and Social Services to WCS Students.** WCS may contract with the District at the District's discretion, for Health and Social Services for WCS students. WCS shall pay the District's cost for these services.
3. **Technology.**
 - a. WCS may contract with the District for the installation of data and voice lines to connect WCS facility with that of the District. WCS shall reimburse the District for this installation.
 - b. WCS shall be responsible for all operating expenses for its computer network, voice and data lines.
 - c. WCS shall be given electronic access to the District student records management and reporting systems at a per student cost in order to enter and update student demographic profile data and student attendance.
 - d. The District shall perform all required data reporting on behalf of WCS to the Oregon Department of Education and the State Board of Education unless such capability is provided to WCS.
4. **Instructional Services.** Subject to seat availability, WCS staff shall be given the opportunity to participate in professional development programs including special education training programs that are available to District's staff at no cost to WCS unless the training program is charged at a per-pupil basis to the District. Should WCS need to schedule its own training classes due to WCS non-availability during District training schedule, WCS shall be responsible for the training expenses.
5. **Student Testing and Assessment:** The District shall provide WCS staff with training in test administration, and may provide testing facility, equipment and materials as needed for WCS students to perform all required tests, evaluation and assessments as required by the Charter School Act and this charter.
6. **Student Transportation.** The District may, but shall not be obligated to, provide special transportation services for WCS outside of its normal home to WCS routes operating during District school days. Such special services might include, for example, transportation of students who reside outside of the District, transportation for special excursions or transportation on days when District schools are not in attendance. In such cases, the District will be entitled to reimbursement of all expenses related to the

special transportation services in accordance with written agreements between the District and WCS.

7. Use of District facilities and Equipment:

Subject to availability, WCS shall have the ability to request temporary use of other District facilities at no additional cost except for custodial fees if applicable such as:

- Stage for student performances
- Large rooms for Community Gathering Events
- Sport facilities (basketball courts, soccer fields, gymnasium, tracks)
- Outdoor spaces
- Audio and video equipment
- Tables and chairs for community gathering
- Kitchen and cafeteria for community events

Subject to availability, WCS shall have the ability to borrow at no cost student desks, chairs, teacher desks, chairs, bookshelves, cabinets and chalkboards from the District until WCS is in the position to furnish the school.

1. Purchasing Power - WCS shall have the ability to purchase office products and supplies and janitorial supplies through the District. WCS shall reimburse the District for the costs of products and supplies or these expenses can be deducted from the monthly revenues from the State School Fund.

1. **Copy Service and Postage** - WCS shall have the ability to use these services and reimburse the District for all expenses incurred at agreed rates.

2. **Inter-District Mail** - WCS shall have the ability to use this service at no additional cost.

3. **Miscellaneous Services.** WCS and the District acknowledge that the list of services set forth herein is not exhaustive, and that WCS may contract with the District for additional services. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that WCS shall pay the District' cost of providing these services to WCS.

MEMORANDUM OF UNDERSTANDING
BETWEEN THREE RIVERS SCHOOL DISTRICT
AND WOODLAND CHARTER SCHOOL
REGARDING SERVICES PROVIDED BY
THE OREGON SCHOOL BOARDS ASSOCIATION

This Memorandum of Understanding ("MOU") is between the Three Rivers School District (TRSD) and Woodland Charter School (WCS), collectively referred to as " Parties." This Agreement is effective upon signature by the Parties and shall remain in effect for the duration of the current charter contract between the Parties, unless terminated as allowed in this Agreement. The charter contract expires on June 30, 2028.

RECITALS:

1. The Oregon School Boards Association ("OSBA") was incorporated as a nonprofit corporation under ORS Chapter 65 beginning July 1, 2018. As a result, OSBA will be prohibited from accepting dues and service fees from entities that are not political subdivisions of the state as defined under Treas Reg § 1. 103-1(b) and Revenue Ruling 78 -276 , 1978-2 C B 256. Under these definitions, Oregon charter schools are not political subdivisions of the state.
2. Accordingly, beginning July 1, 2018, OSBA cannot offer associate memberships to charter schools or contract directly with them for services.
3. Charter schools can still access OSBA services through their sponsoring districts, as long as their sponsor is a member of OSBA.

AGREEMENT:

1. TRSD permits WCS to access services through OSBA for the length of the charter contract. Before scheduling initial services, WCS shall provide a fully executed copy of this MO U to OSBA.
2. When WCS schedules a service with OSBA, OSBA will enter into a service agreement with TRSD and will invoice TRSD for the service , according to the MOU.
3. TRSD will pay the OSBA invoice, and will invoice WCS for the same amount.
4. WCS shall remit payment to TRSD in full within thirty (30) days of the invoice.
5. W CS's failure to remit payment to TRSD in a timely manner may result in the termination of this Agreement at the discretion of TRSD.
6. This Agreement may be terminated or amended only by written approval of both Parties, except as authorized in 5. above.