

School Board Agenda

Oregon City School District, August 8, 2022

The Board of Directors will meet in a Work Session beginning at 6:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

Work Session Agenda:

- Stepping Stones Connection Activity - Dr. Dayle Spitzer

The Board of Directors will meet in Regular Session beginning at 7:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

The Regular Session will be live streamed on YouTube. The link to the channel is:

<https://www.youtube.com/channel/UC9SL4SgfiXqeHbdejmf1WA>

You may also choose to attend via Zoom by following this link:

<https://ocsd62.zoom.us/j/81135459496>

Regular Session Agenda:

1. CALL TO ORDER
2. FOCUS ON LEARNING
Language Arts Curriculum Adoption Update - Dr. Sara Deboy
3. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS
Introduce Jason Jensen, CFO - Dr. Dayle Spitzer
4. BOARD COMMUNICATION
Ex Officio Members: OCEA and OSEA Representatives
5. PATRON INPUT
Patrons may provide input in the following ways:
 1. Submit input electronically [here](#).
 2. Submit input via Zoom: <https://forms.gle/2RXNjpbHBWPyA6Ty9>
 3. Give input in person by following the steps below:
 - Upon arrival, fill out the patron input form with your name, district affiliation and topic you wish to speak about.
 - When it is your turn, you will be called to come up and address the board. Please note that you will have 3 minutes to do so.
6. REPORTS
Leadership Changes & Onboarding - Lisa Normand
Bilingual Program Update - Dr. Sara Deboy & Lisa Normand
7. ACTION ITEMS
 - A. CONSENT AGENDA
 1. Approve Minutes of July 11, 2022 Board Meeting

2. 2223-02 Approve Licensed/Administrator Appointments for 2022-23 School Year
3. 2223-222 Appoint Business Manager-Deputy Clerk
- B. 2223-223 Approve Increase in District Meal Prices
- C. 2223-404 Approve Contract with Springwater Environmental Sciences School

8. Other items requiring action by the Board (addendum)

9. ADJOURNMENT

NEXT MEETING DATES:

August 20, 2022:

Work Session, 8:00 a.m.

September 12, 2022:

Work Session, 6:00 p.m.

Regular Session, 7:00 p.m.

**Oregon City School District
School Board Meeting
Minutes of July 11, 2022
Consent Agenda**

The Board of Directors of Oregon City School District met on July 11, 2022, in the District Board Room at 1306 Jackson Street, Oregon City, Oregon. The meeting started at 7:00 p.m. Board members present were Director Farmer, Director Canchola, Director Philpott, Director Hays, Director White, Director Stroh, and Director Soll (via Zoom). Present from Administration were Dr. Dayle Spitzer, Superintendent; Dr. Sara Deboy, Assistant Superintendent; Michael Sweeten, Director of Operations and Capital Projects; and Melissa Berg, Director of Student Services.

CALL TO ORDER

Director Philpott called the meeting to order at 7:00 p.m.

ELECTION OF BOARD CHAIR AND VICE CHAIR FOR 2022-23

2223-401 Elect Chair for 2022-23

Director White nominated Mandi Philpot as Chair. Director Philpott accepted the nomination. Director White moved, Director Farmer seconded to approve Resolution 2223-401 *Elect Mandi Philpott as Chair for 2022-23*. The motion passed unanimously.

2223-402 Elect Vice Chair for 2022-23

Director Stroh nominated Michael Canchola as Vice Chair. Director Canchola accepted the nomination. Director White moved, Director Hays seconded to approve Resolution 2223-402 *Elect Michael Canchola as Vice Chair for 2022-23*. The motion passed unanimously.

Director Philpott reported that amendments need to be made to the agenda (see in Action Items below).

RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS

Community Service Day: Converqint - Michael Sweeten

Mr. Sweeten reported that Converqint, a technology company located in Tualatin, volunteered their time to work on the Jackson Campus. The community service day took place on June 24 with 85 volunteers in attendance. Mr. Sweeten showed photos of the volunteers painting, spreading bark dust, and working on the landscaping at CAIS. Mr. Sweeten shared his thanks to Converqint for their time and service to our district.

PATRON INPUT

There were three patrons who sent in electronic input: two related to the Bilingual Program and one related to the ECE Program at Eastham. There were six patrons who gave input in person regarding the Bilingual Program.

REPORTS

Superintendent 100 Day Plan - Dr. Dayle Spitzer

Dr. Spitzer shared her 100-day entry plan into her new position as Superintendent. She reviewed her key goal areas, action items, list of stakeholders she plans to meet with, and key questions she would like to ask them. Dr. Spitzer asked the Board for feedback and reviewed next steps as she moves forward with her plan. Board members asked questions and shared feedback.

2022-23 PD Day Adjustment - Michael Sweeten

Mr. Sweeten shared a quick adjustment to the district calendar noting that October 14, 2022 has been identified as an approved statewide professional development/grading day.

Bilingual Program & Staffing - Dr. Sara Deboy

Dr. Deboy gave an update on the Bilingual Program. She shared the historical timeline of the program, reported on the current status of student enrollment and staffing, as well as recruitment efforts. The Board asked questions and discussion followed.

Human Resources Update - Michael Sweeten

Mr. Sweeten gave a brief update on Human Resources and reviewed the district's current job openings.

ACTION ITEMS

Director Philpott moved, Director Hays seconded to remove agenda item under Recognition and Good News about Oregon City Schools, *Introduce Nikki (Fowler) Tucker, CFO*. The motion passed unanimously.

Director Philpott moved, Director Canchola seconded to amend Resolution 2223-202 Appoint Business Manager-Deputy Clerk to read *Be it resolved that Elaine Fagan to be appointed Interim Chief Financial Office/Business Manager-Deputy Clerk for the 2022-23 fiscal year*. The motion passed unanimously.

Director Philpott moved, Director Canchola seconded to amend Resolution 2223-204 *Authorize Superintendent-Clerk, Director of Operations and Chief Financial/Business Manager-Deputy Clerk Bond for 2021-22* to change the year to *2022-23*. The motion passed unanimously.

Director Philpott moved, Director Canchola seconded to amend Resolution 2223-01 *Approve Licensed/Administrator Appointments for 2022-23* to remove Nikki Fowler, CFO from the list of Administrators. The motion passed unanimously.

Director Philpott moved, Director Canchola seconded to postpone Resolution 2223-404 *Approve Springwater Environmental Sciences School Agreement* to the August 8, 2022 Board meeting. The motion passed unanimously.

Consent Agenda

Director Canchola moved, Director White seconded to approve the Consent Agenda as amended. The motion passed unanimously.

Resolution 2223-221

Director White moved, Director Stroh seconded to approve Resolution 2223-221 *Approval of Contracts in Excess of \$150,000 for the 2022-23 School Year*. The motion passed 6-0. (Director Soll was unavailable for the vote).

Resolution 2223-403

Director Stroh moved, Director White seconded to approve Resolution 2223-403 *Establish 2022-23 School Board Meeting Schedule*. The motion passed 5-1. (Director Soll was unavailable for the vote)

ADJOURNMENT

Director Philpott adjourned the meeting at 8:48 p.m.

NEXT MEETING DATE

August 8, 2022:

Work Session, 6:00 p.m.

Regular Session, 7:00 p.m.

**Oregon City School District
School Board Meeting
Consent Agenda**

Resolution 2223-02 Appointments

Contact: Lisa Normand

Discussion:

The following are recommended for approval to fill vacant positions in the District for the 2022-23 school year.

Recommendation:

Approve

Resolution 2223-02 – Approve Licensed Appointments for 2022-23 School Year

BE IT RESOLVED that the following positions be approved for 2022-23.

<u>NAME</u>	<u>POSITION</u>	<u>HIRE DATE</u>
Monica Mitchell	Elementary Music Redland – 1.0 FTE	8/29/2022
Taylor Mead	Elementary Music Holcomb – 1.0 FTE	8/29/2022
Madeline Richards	Learning Specialist/Case Manager Student Services – 1.0 FTE	8/29/2022
Megan Norris	Language Arts Teacher Tumwata – 1.0 FTE	8/29/2022
Teresa Finck	Language Arts Teacher Gardiner – 1.0 FTE	8/29/2022
Jenika Flynn	Elementary Teacher McLoughlin – 1.0 FTE	8/29/2022
Ana Gavina-Zavala	Bilingual Elementary Teacher Candy Lane – 1.0 FTE	8/29/2022
Heather Carpenter	SLC Teacher Gardiner – 1.0 FTE	8/29/2022
Santino Dworakowski	CTE Teacher CAIS – 1.0 FTE	8/29/2022
Laura Leff-Allen	Learning Specialist/Case Manager Beavercreek – 1.0 FTE	8/29/2022
Evan Peterson	Language Arts Teacher Gardiner – 1.0 FTE	8/29/2022

Lisa DeClercque	School Psychologist Student Services – 1.0 FTE	8/29/2022
Marri Ashley	Health & PE Teacher OCHS – 0.75 FTE	8/29/2022
Emma Gowdy	TOSA – Dean of Students OCHS – 1.0 FTE	7/25/2022
Larisa Kofman	Social Studies Teacher Gardiner - 0.5 FTE	8/29/2022
Dawn Sedgwick	Learning Specialist/Case Manager CAIS – 1.0 FTE	8/29/2022
Johnathan Myers	Health Teacher Gardiner – 1.0 FTE	8/29/2022
Carrie Blythe	Language Arts Teacher Gardiner – 1.0 FTE	8/29/2022

Administrators:

Jonathon Archer	Assistant Principal Gardiner – 1.0 FTE	8/8/2022
Jason Jensen	Chief Financial Officer Admin Office – 1.0 FTE	7/20/2022

**Oregon City School District
School Board Meeting
Consent Agenda**

2223-222 Appoint Business Manager-Deputy Clerk

Contact: Dr. Dayle Spitzer

Discussion:

The purpose of this resolution is to appoint Jason Jensen as the Business Manager-Deputy Clerk for the remainder of the 2022-23 Fiscal Year. This resolution is approved in July of each year.

Recommendation:

Approve

2223-222 APPOINT BUSINESS MANAGER-DEPUTY CLERK

BE IT RESOLVED that Jason Jensen be appointed Chief Financial Officer/Business Manager-Deputy Clerk for the remainder of the 2022-23 fiscal year.

**Oregon City School District
School Board Meeting**

**2223-223 Approve Recommended Increases in the District Meal Prices
For the 2022-23 School Year
Contact: Michael Sweeten**

Discussion:

An increase in District Meal Prices for the 2022-23 school year is necessary because of rising food and labor costs and the Federal equity pricing requirements. These financial impacts will necessitate raising the elementary school lunch price from \$2.90 to \$3.00, middle school lunch price remains the same, and high school lunch prices from \$3.40 to \$3.50.

An increase is proposed to school breakfast prices; elementary breakfast from \$1.50 to \$1.75, middle school breakfast from \$1.85 to \$2.00 and high school breakfast from \$1.85 to \$2.25 to help offset rising food and labor costs.

Lunch	2020-21 Meal Prices	2022-23 Recommended Prices
Elementary	\$2.90	\$3.00
Middle School	\$3.25	No Change
High School	\$3.40	\$3.50
Reduced Price Lunch	\$0.00*(1)	See *(1)
Adult Lunch	\$4.00	No Change
Milk/Juice	\$.60*(2)	See *(2)
Breakfast		
Elementary	\$1.50	\$1.75
Middle School	\$1.85	\$2.00
High School	\$1.85	\$2.25
Reduced Price Breakfast	\$0.00*(1)	See *(1)
Adult Breakfast	\$2.20	No Change
Childcare Services Meals/Snacks	Included in Tuition	Included in Tuition

*Notes: (1) Reduced prices are set by the Federal Government. The State is reviewing legislation to continue paying the reduced price breakfast cost of \$.30 and the reduced price lunch cost of \$.40. The District will implement the Federal and State mandated prices. (2) If the price of milk/juice rises, the District may need to adjust the price during the 2022-23 school year.

Recommendation:

Approve.

2223-223 APPROVE RECOMMENDED INCREASE IN DISTRICT MEAL PRICES FOR THE 2022-23 SCHOOL YEAR.

WHEREAS, rising food and labor costs and the Federal equity pricing regulations requires the district to increase meal prices; and

WHEREAS, the fixed price for Pattern Meals and Meal Price Equivalents is increasing to offset the continuing increases in the cost of food and labor; therefore

BE IT RESOLVED that the Board of Directors approves the recommended increase in district meal prices for the 2022-23 school year.

**Oregon City School District
School Board Meeting**

2223-404 Approve Springwater Environmental Sciences School Agreement

Contact: Dr. Dayle Spitzer

Discussion:

The Charter school Contract between Oregon City School District and Springwater Environmental School has been reviewed and updated for the period of July 1, 2022 through June 30, 2027.

Recommendation:

Approve.

2223-404 APPROVE SPRINGWATER ENVIRONMENTAL SCIENCES SCHOOL AGREEMENT

BE IT RESOLVED that the charter agreement with Springwater Environmental Sciences School for the term commencing July 1, 2022 and concluding June 30, 2027 be approved.

CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Oregon City School District ("District") and the Springwater Environmental Sciences School ("Springwater"), an Oregon nonprofit corporation.

CONTRACT

I. Grant of Charter

The Springwater Environmental Sciences School is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter extension to operate a single public charter school located within the boundaries of the Oregon City School District as described herein.

2. Effective Date

This Contract shall commence on July 1, 2022, and shall expire on June 30, 2027.

3. Educational Program, Student Assessment and Curriculum

A. Age and Grade Range

- (i) During the term of this contract, Springwater shall provide instruction to students in Kindergarten through the Eighth grade.
- (ii) Springwater shall only enroll a student in its kindergarten program if the student has reached the age of five (5) on or before September 1 of the year the student is seeking enrollment.
- (iii) Springwater shall only enroll a student in its First grade program if the student has reached the age of six (6) on or before September 1 of the year the student is seeking enrollment.

B. Curriculum

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

- (ii) The educational program, pupil performance standards and curriculum designed and implemented by Springwater 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) Springwater agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) Springwater will promote learning as an integrated , interdisciplinary process. Basic skills will be learned in a meaningful context and become a means for understanding the world. A focus on environmental sciences is an ideal means to provide children with an opportunity to learn through active engagement. Students will develop a depth of knowledge by delving deeply into subjects with a cross-curricular approach and using environmental sciences as a unifying theme for exploration, hypothesis , and testing for "real- world" results. The core of Springwater' s curriculum will be the integration of the sciences into all core subject areas. Springwater will comply with ORS 329.045 and will provide instruction to meet the common curriculum goals of the State. Springwater will offer students instruction in mathematics, science, English, history, geography, economics, civics, physical education, health, and the arts. The school will provide instruction in all of the subject matter areas, and prepare students to meet all State standards.
- (v) Springwater agrees to obtain prior approval from the District before making a fundamental change to the educational program. A fundamental change is defined as changing the core curriculum of Springwater, changing the academic focus of Springwater 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.
- (vi) Springwater shall maintain a written policy for resolving complaints against Springwater, including complaints regarding curriculum. Any revision of this policy shall be forwarded to the District within 10 days of the policy adoption.
- (vii) If the District receives a written complaint against Springwater, a copy of said complaint will be provided to the Springwater administrator in a timely manner.

C. Student Assessment

- (i) All students enrolled and attending Springwater shall participate and take part in all local and mandatory statewide and national 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 Every Student Succeeds Act (ESSA) or any subsequent federal law describing required public school assessments.
- (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 Springwater to determine the student performance standards for Springwater's students.
- (iii) Springwater will use standards linked to essential skills for curriculum planning and assessment. Springwater will use a variety of standardized and alternative assessment tools to measure student progress, including:
 - a. Statewide assessments.
 - b. SMART (Specific, Measurable, Achievable, Realistic and Targeted) goals in the annual School Improvement Plan in areas where grade levels of students score below District grade level averages.
 - c. Developmental Reading Assessment (DRA)
 - d. Rubric scoring applied to work samples and end-of-unit projects
 - e. 8th Grade Capstone Project
 - f. Pre and post-curriculum assessment data
 - g. Individualized goal-setting in academic, social, or other areas of need, and measured as accomplished.

D. Extracurricular Activities

Springwater students are able to participate in extracurricular activities at District schools as outlined in OAR 581-026. Students must adhere to state laws, Board policies, regulations and rules concerning eligibility, conduct and discipline. Annually the District and Springwater shall enter into a written agreement regarding student participation.

E. Eighth to Ninth Grade

To facilitate successful student transition from Springwater to high school, Springwater will work each spring with high schools in Oregon City and other high schools of student choosing to provide Springwater eighth graders the opportunity to participate in visitations and/or orientations to the high school and any opportunities to meet with high school staff.

F. Records

Springwater 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.

G. Nonreligious and Nondiscrimination

The educational program of Springwater shall be nonreligious and nonsectarian. Springwater 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, or political beliefs and/or affiliations.

H. Promotion/Recruiting

The District's goal is for Springwater's demographics to mirror that of the District. Toward that end, Springwater will take affirmative efforts in recruiting a diverse student body. Each year as part of the school's Annual Report, Springwater will submit to the District a plan for school promotion and recruiting. This plan will identify planned promotion and/or recruiting activities and will include content that will be included in printed materials. A transportation statement will be included that assure potential applicants that transportation is provided.

Additionally, each year of operation, Springwater will submit to the District a demographic report of the currently enrolled students. The demographic report will be submitted annually, as part of the school's Annual Report. Demographic information should be included in the report in the areas of race/ethnicity, students with disabilities, economically disadvantaged, ELL, etc.

I. Open Enrollment

- (i) During the term of the contract, enrollment shall be open to any child eligible to attend grades Kindergarten through Eighth grade, subject to

ORS 338.125.

- (ii) Maximum enrollment during the term of this contract shall be limited to 201 students.
- (iii) The minimum enrollment for each school year shall be 25 full-time students. The District shall terminate this Contract if student enrollment in Springwater falls under 25 students during any school year, as provided in ORS Chapter 338.
- (iv) For purposes of this Contract full-time student means a student who is receiving more than one-half of his/her instructional program at Springwater .

J. Admission

- (i) Admission of students to Springwater shall be conducted in accordance with state law (currently ORS 338.125 (1) and federal law. "Admission" means that the student has (1) applied to Springwater; (2) successfully completed the lottery; and (3) been formally accepted as a Springwater student by Springwater.
- (ii) In the case of a student who is eligible for special education and related services under the Individuals with Disabilities Education Act, the resident district ' s Individual Education Plan (IEP) team will determine whether or not Springwater is a proper placement for the student.

K. Student Enrollment Process

Springwater is a school of choice. Enrollment at Springwater is and must be voluntary. All students, including students with disabilities, are eligible for enrollment. Age and grade are the only criteria.

If the number of applications from resident students exceeds the number of spaces available, Springwater must select all students for enrollment through an equitable lottery. If space is available, Springwater may admit students from out of the District. For the purpose of ameliorating the impact of discrimination against historically underserved students, an equitable lottery selection process may include weights that favor historically underserved students. As per ORS 338.125(3)(a) “historically underserved students” are students who are at risk because of any combination of their race, sex, sexual orientation, gender identity, ethnicity, disability, income level, proficiency in the English language, socioeconomic status or geographic location.

After Springwater has met its student capacity, two waiting lists are established. A resident student waiting list for each grade level will be established with the order being established through an equitable lottery. Also, a non-resident student waiting list will be established for each grade level with the order being established through an equitable lottery. School student vacancies will be filled by using the waiting lists. Students on the resident waiting lists at each grade level will fill vacancies prior to students on the non-resident list.

Each year, once the waiting lists are established via lottery, applications will be accepted after the lottery and will be placed on resident and non-resident wait lists by the date the application was received, to be used after the wait list created from the lottery has been exhausted and an opening becomes available.

This process may be modified in accordance with any waiver granted by the Oregon State Board of Education.

L. Preferences After First Year

As provided in ORS 338.125, in subsequent years of operation Springwater may give admissions preference to students who were enrolled in Springwater in the prior year and siblings of students enrolled and attending Springwater or siblings of students who have completed the 8th grade year.

Once these students are identified, all other students will be selected through an equitable lottery, as described in this document's Students Enrollment Process section.

M. Student Attendance, Conduct and Discipline

- (i) Springwater shall implement a system of uniform student discipline consistent with the application. Annually (as part of the school's Annual Report) Springwater shall forward a copy of the adopted policy implementing the system of uniform student discipline to the District. Springwater 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. Springwater shall maintain accurate enrollment data and daily records of student

attendance and shall provide these data to the District on a monthly basis by no later than the 5th of each month.

- (ii) Springwater shall notify the district in which the student resides immediately upon a student being expelled from Springwater.
- (iii) Springwater 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.

N. Education of Students with Disabilities

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

- (i) Springwater 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. Springwater shall abide by the IEP team's decision on program and placement;
- (iv) Springwater staff shall comply with training required by an IEP team for delivery of services to a Springwater student;
- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Springwater special education students shall be retained by the District. Annually the District and Springwater may enter into a contract agreement that stipulates funding;
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the Springwater site;
- (vii) The student' s IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of Springwater. Springwater shall not change the student's placement or IEP without IEP team action;
- (viii) Special education transportation will only be provided by the District to a Springwater special education student if it is a related service on a Springwater student' s IEP. Special Education transportation will be provided between the hub and the school as outlined in this charter under (10) Insurance and Liabilities (H) Transportation;
- (ix) Springwater shall provide substitutes, as needed, for Springwater staff who are required to attend IEP meetings or other meetings related to a

Springwater special education student at Springwater' s expense. The District will take Springwater's schedule into consideration when scheduling IEP meetings and establishing service time(s) for eligible students;

- (x) If, after a student is enrolled and attending Springwater, the staff and employees of Springwater suspect a student may be eligible for special education and related services under IDEA theSpringwater Environmental Sciences School shall comply with the District practices and policies for referral of the student for evaluation.
- (xi) Pre-approved (by the District) costs of any training required of Springwater' s staff to accomplish the implementation of an IEP shall be paid by the District. This is limited to costs for substitutes, consultants or necessary supplies and materials.
- (xii) The District remains responsible for offering and providing a FAPE to all special education students who attend Springwater. The District is responsible for the provision of all specially designed instruction to special education students who attend Springwater unless an alternative instructional arrangement is mutually agreed upon by the District and Springwater. See Appendix D (OCSD and Springwater Special Education Agreement)

0. Tuition and Fees

Springwater shall not charge tuition to students attending Springwater. Springwater shall not charge tuition for programs, classes or courses of study which are part of the regular school program. Springwater may charge reasonable fees for textbook damages, optional after-school programs and student activities.

P. Student Welfare and Safety

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

- (i) Springwater is responsible for the reporting of child abuse and neglect in accordance with state law.
- (ii) Springwater shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect.
- (iii) Springwater shall comply with state and federal law relating to

drug administration to students.

- (iv) Springwater shall comply with OAR 548-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

Q. School Year; School Day; Hours of Operation

Springwater shall operate an instructional program in accordance with Appendix C, unless otherwise stated in this contract. The school calendar shall be similar to the District's school calendar unless approval is given by the district for a modified calendar. Springwater will meet or exceed all instructional hour requirements. Springwater will determine its school calendar annually and will provide a copy to the District no later than May 1 of each year.

R. Alternative Education Model

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

4. Evaluation of Student Performance and Procedures for Corrective Action

- A. Springwater shall pursue and make reasonable progress toward achievement of the goals, objectives, and student performance standards consistent with those set forth in its Annual Report, 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 Springwater's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 392.485, or any assessment developed to comply with the federal Every Student Succeeds Act, 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.

During the term of this contract, Springwater shall utilize and share with the District its internal and school-based assessment data that will be used, in part, to determine reasonable progress toward the achievement of goals, objectives, and student performance standards consistent with those set forth in its Annual Report.

- C. If the percentage of students meeting or exceeding the standard at any grade level of Springwater is not at or above the percentage of the District's students who meet or exceed the standards at that grade level and/or Springwater's internal assessment data does not show formative or summative results consistent with

the goals in the Annual Report, Springwater shall develop, subject to the District's approval, a written School Improvement Plan describing the actions that Springwater will undertake to successfully meet or exceed the District's percentages in each grade level.

- (i) Springwater shall deliver the written School Improvement Plan to the District with the Annual Report.
- (ii) If Springwater does not develop a written School Improvement Plan with the Annual Report then the District may take action to terminate this Contract under Section 8, paragraph I of this Contract.

D. If Springwater 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 Springwater that it must comply with the terms of the written School Improvement Plan immediately. Springwater shall respond with a plan to address the deficiencies outlined in the written notice within 15 business days, subject to District approval. If, after 15 business days, Springwater does not respond or have an approved response to the School Improvement Plan, the District may begin the process of terminating Springwater's operation as a public charter school under Section 8, paragraph I of this Contract.

E. The District shall report to Springwater the District ' s average score for its students that have taken the statewide assessment within twenty (20) business days of receiving those scores.

5. Economic Plan, Budget and Annual Audit

A. Funding

1. For Kindergarten through Eighth grade students: The District shall provide funding to Springwater in an amount per weighted average daily membership (ADMw) of Springwater 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 Springwater students in grades Kindergarten through eighth. 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. Prior to June 1, 2024, the District and Springwater will review and reevaluate the funding percentage as established in this paragraph based on state and local revenue forecasts as of March 15, 2024. So long as Springwater is not in termination under ORS Chapter 338.105(D), this funding will be made available to Springwater, commencing on the date set forth and according to the distribution schedule set forth in Section 6, paragraph C, subparagraph (v) below. The District will adjust the funding to reflect the actual funded pupil count as of December 31. 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 Springwater 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.

11. The District shall provide funding to Springwater consistent with the requirements of ORS 338.157.
111. 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 Springwater operations except as expressly provided herein or in ORS Chapter 338.
- 1iv. The District will confer with Springwater regarding any new revenue the District receives, in which Springwater student enrollment calculations were included in the funding calculations.

B. Budget

- (i) On or before May 15th of each year, Springwater shall submit to the District the Springwater proposed budget for the upcoming school year.
- (ii) On or before July 15^h of each year, Springwater shall submit to the District the Springwater adopted budget for the upcoming school year.
- (iii) Springwater shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this Contract.
- (iv) The fiscal year of Springwater shall begin on July 1 of each year and end on June 30 of the subsequent to coincide with the District's fiscal year.
- (v) The cost of any service(s) provided to Springwater by the District above and beyond the terms of this Contract shall be billed to Springwater and be due payable upon receipt.

C. Financial Records, Audits and Accounting Reports

- (i) Springwater 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. Springwater shall submit monthly and year-to-date income and expense reports, a balance sheet showing

liabilities and assets and an Accounts Payable statement showing any accounts that are 90+ days past due to the District by the 15th of each

month.

- (ii) Springwater shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.998. Springwater shall submit this audit to the District by November 15th of each year.
- (iii) Springwater shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal management, provided that Springwater's accounting methods shall comply in all instances with applicable governmental accounting requirements including accounting methods and requirements set forth by the Oregon Department of Education and Oregon Revised Statutes.
- (iv) Springwater shall submit or make available by the 5th of each month to the District student enrollment counts for purposes of calculating distribution of ADMw funding to Springwater.
- (v) The District shall distribute to Springwater funds as determined in Section 6, paragraph A, subparagraph(s) (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 Springwater shall be modified to reflect such changes. The District shall still be required to transfer the payment due Springwater under this Contract within ten (10) days of the receipt of such payment from the State School Fund.

- (vi) In the event that this Contract is revoked, terminated or not renewed by the District, Springwater shall refund to the District all unspent public funds that were given to Springwater by the District.
- (vii) The parties acknowledge that under ORS 338.155(9)(b) Springwater 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. Springwater will only be eligible to receive grant funds from the District if Springwater 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. All other grants will be paid at the same rate as SSF payments.
- (viii) The parties acknowledge that under ORS 338.155(9)(a) Springwater may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
- (ix) Springwater 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 this Contract. In the event that Springwater solicits funding from other sources than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. Springwater shall annually report all gifts, donations and grants to the District by recording same in the financial records in Section 6, paragraph C above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless Springwater is required to disclose this information under law.

- (x) At all times Springwater shall maintain appropriate governance and managerial procedures and financial controls.
 - (xi) Springwater shall provide the District with all copies of correspondences including the audit report from the Springwater's auditor to the Springwater Board or the Springwater Administrator.
- D. Notwithstanding Section 6, paragraph A, subparagraph (i) and Section 6, paragraph C, subparagraph (vi) of this Contract, if Springwater has not submitted the proposed budget, the adopted budget, the annual audit or any other financial information the District requests by the date Springwater is to provide the information to the District, the District may withhold any and all State School Fund payments to Springwater until the information is received by the District.

6. Building and Facilities

- A. Springwater will be located at 16491 S. Springwater Rd. Oregon City, OR 97045.
- B. Springwater may change its physical location or obtain additional facilities provided that Springwater fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities and provided further that Springwater notifies the District of the proposed change in location or addition of facilities not less than 30 days prior to taking any final action in connection therewith.
- C. Should Springwater lease, rent or purchase part of an existing church facility, then Springwater shall ensure that there will be no visible church signs or symbols within the school entryway, hallway or classroom. Springwater further ensures that the entrance to the charter school building will have a secular appearance. Springwater further ensures that the entrance to the charter school will be separate from the church's, main entrance. Springwater further ensures that students shall have no exposure to religious materials. No church functions will be coordinated jointly with any Springwater operation or activity.
- D. Upon receiving a written notice to cure from the District under this section Springwater shall cure the issue that resulted in the notice being issued by the District within ten (10) days of the date of receipt of such notice, and notify the District in writing that it has cured the issue.
- E. If Springwater does not cure the issue that resulted in the District sending a notice under section 7, paragraph D of this Contract within the required ten (10) days, the District may take action to terminate this Contract.

- Springwater Environmental Sciences School Contract

- F. Should any individual(s), group(s) or entity bring a legal action against the District asserting that the District is, or was, in violation of the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution due to Springwater' s operation as a public charter school within the District, Springwater shall defend and hold the District harmless from any judgment or order. This shall include Springwater holding the District harmless, and reimbursing the District for any and all costs associated with defending such an action. This shall include, but not be limited to, court costs, attorney fees and any funds that were to be distributed to the District under ORS Chapter 327 which were withheld under ORS 327.109.

7. Governance and Operation

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

A. Corporate Status

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

B. Nonreligious, Nonsectarian Status

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

C. Nondiscrimination

The school shall promote nondiscrimination and an environment free of harassment. Springwater shall comply with all federal and state laws regarding nondiscrimination, including without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of an individual ' s race, color, religion, sex, sexual orientation, national origin, disability, marital status, age, political beliefs and/or affiliations or because of the race, color, religion, sex, sexual orientation, national origin, disability, marital status, age, political beliefs

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and/or affiliations of any other persons with whom the individual associates.

D. Public Meeting and Public Records

Springwater and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690 and Oregon Public Records Law, ORS 192.410 to 192.505.

E. Operational Powers

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

- (i) Springwater shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit corporations and charter schools so long as such powers are not inconsistent with the terms of this Contract, including without limitations 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, contract for goods and services necessary for the operation of Springwater; prepare a budget; procure insurance and 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 fund-raising 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 this Contract.

F. Third Party Contracts

Springwater 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

Springwater shall submit an annual report by October 15th to the District which will include, without limitation, the following:

- (i) General school information
 - Springwater Environmental Sciences School Contract

- (ii) School leadership information
- (iii) Employee information
- (iv) Grade configuration
- (v) Governance and administration information
- (vi) Schedule of Board Meetings, Board minutes and copies of adopted Board Policies
- (vii) Student achievement information- summary data on the progress toward meeting its academic goals and objective
- (viii) Corrective Action Plans- if required
- (ix) Student attendance data
- (x) Student retention data
- (xi) Student discipline information
- (xii) Student demographic information
- (xiii) Survey information: parents, students and staff
- (xiv) School inventory records, including items purchased with funds provided by the OC Schools Foundation
- (xv) Proof of ongoing curriculum alignment to state content standards
- (xvi) Any other information the District reasonably deems necessary to demonstrate that Springwater is in compliance with state and federal law and the terms of this Contract.

H. Term

- (i) Springwater' s charter and this Contract become effective on July 1, 2022, 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
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charter and terminate this Contract on any of the following grounds:

- (a) Violation of or failure to meet and sustain any terms of this Contract or ORS Chapter 338.
 - (b) Failure to meet the requirements for student performance stated in Section 5 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.
- (ii) The District shall provide sixty (60) days prior written notice of its intent to terminate the charter agreement. Springwater may appeal the District's decision to terminate the charter agreement directly to the District's Board. Springwater 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. Springwater 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 Springwater.
- (iii) Springwater shall only terminate this charter at the end of a semester. Springwater shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of Springwater.
- (iv) In the event of termination of Springwater as a public charter school, all assets purchased with public funds given to Springwater by the District in accordance with this Contract shall be given to the state Board of Education in accordance with ORS 338.105(6). Springwater shall prepare a list of assets that Springwater held prior to becoming a public charter school. That list is hereby incorporated into this agreement as Exhibit C. Springwater is entitled to any asset that appears on Exhibit C that were purchased with non-public funds, or was purchased with public funds if

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less than \$100.00 of public funds were expended on the asset, at the time Springwater ceases to operate as a public charter school, and to any other asset that Springwater has acquired through the expenditure of non-public funds as described in Section 8, paragraph K of this Contract.

J. Dissolution

In the event Springwater 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 Springwater's legal authority to operate as a private school shall not be abridged. However the assets of Springwater that were purchased with public funds given to Springwater 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

The District and Springwater agree that ownership of items purchased with funds obtained through the OC Schools Foundation or through events or programs conducted by the OC Schools Foundation, including to but not limited to Donate2Educate, will be transferred to the District if and when Springwater dissolves its charter and ceases to exist as a corporate entity.

If an item was purchased with funds from multiple sources, and if one of those sources was the OC Schools Foundation, then upon Springwater 's dissolution , the item in question will be sold and the District will be given the same percentage of proceeds as was expended upon the items ' original purchase. For instance, if 50% of the items' cost was paid by the OC Schools Foundation , then upon the item's sale , the District would receive 50% of the sale proceeds.

Springwater will maintain an inventory (item, date purchased, amount, funding source and current location) of such items and will provide copies to the District as part of the Annual Report.

K. Property Inventory Control

- (i) Springwater shall maintain records of purchase orders for all assets over \$500.00. These records shall indicate whether the assets were purchased with public funds, or non-public funds. Springwater shall provide the District with a copy of this purchase order record no later than July 15th of each year that Springwater operates as a public charter school in the District. For purposes of this section public funds shall include any and all funds distributed to Springwater:

- Springwater Environmental Sciences School Contract

- (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 Springwater 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 Springwater with public funds shall be given to the State Board of Education upon termination pursuant to ORS 338.105(6). Springwater may retain any asset which was purchased with non-public funds upon termination. If Springwater 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).

8. Employment Matters

Springwater shall be the employer of all employees of Springwater. Employees of Springwater shall not be considered, for any purpose, employees of the District. Employees of Springwater 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

- (i) Springwater shall not knowingly employ an individual 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. As part of the Annual Report, by September 15th of each school year that Springwater operates as a public charter school under this agreement, Springwater shall provide to the District a list containing the names and job positions of all its employees and 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)

- (i) Any person employed by Springwater as an administrator or teacher shall be licensed or registered by the Oregon Teacher Standards and Practices Commission (TSPC) in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005.

C. Building Administrator

- (i) Springwater shall have a licensed or registered building level

administrator or his/her designee on-site.

- (ii) The administrator for Springwater shall not be assigned to multiple charter schools, but shall be the administrator for Springwater exclusively.

9. Insurance and Legal Liabilities

A. Insurance

- (i) Springwater shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth in school district policy LBE and administrative regulation LBE-AR as of the time this Contract is executed: commercial and general liability insurance; errors and omissions insurance; directors and officers liability insurance; automobile liability insurance; workers' compensation insurance; employee dishonesty insurance; property insurance.
- (ii) At any time upon request of the District, Springwater shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the Superintendent, Oregon City School District.

B. Legal Liabilities

- (i) The following federal and state laws apply to Springwater and shall be observed by Springwater where applicable:
 - a) (a) Federal law;
 - b) (b) ORS 30.260 to 30.300 (tort claims);
 - c) (c) ORS 192.311 to 192.478 (public records law);
 - d) (d) ORS 192.610 to 192.690 (public meetings law);
 - e) (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
 - f) (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
 - g) (g) ORS 326.565, 326.575 and 326.580 (student records);
 - h) (h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - i) (i) ORS 329.045 (academic content standards and instruction);
 - j) (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
 - k) (k) ORS 329.496 (physical education);
 - l) (L) The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2);
 - m) (m) ORS 336.840 (use of personal electronic devices);

- n) (n) ORS 337.150 (textbooks);
- o) (o) ORS 339.119 (consideration for educational services);
- p) (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- q) (q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
- r) (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- s) (s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
- t) (t) ORS 342.856 (core teaching standards);
- u) (u) ORS chapter 657 (Employment Department Law);
- v) (v) ORS 659.850, 659.855 and 659.860 (discrimination);
- w) (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- x) (x) Statutes and rules that expressly apply to public charter schools;
- y) (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) (z) Health and safety statutes and rules;
- aa) (aa) Any statute or rule that is listed in the charter; and
- bb) (bb) This chapter.

- (ii) Springwater 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 Springwater's governing board.

C. Waiver

Springwater may apply to the state Board of Education for a waiver consistent with ORS 338.025. Springwater shall notify the District in writing 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 Springwater.

D. Full Faith and Credit

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

E. Indemnification

To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, Springwater 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 Springwater of property of Springwater or its landlord, its faculty, employees, 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 Springwater. 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 Springwater 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 Springwater or the Springwater Board that is later deemed to be required by law or this Contract. Springwater agrees to indemnify, hold harmless and defend the District from all contract claims in which Springwater 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.

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 Springwater, 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 Springwater 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 Springwater whose negligent or wrongful act or omission is caused in whole or in part, or directed by Springwater. 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.

This indemnification, defense and hold harmless obligation on behalf of Springwater 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 Springwater 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 Springwater, its governing Board, trustees, agents or employees;
- (ii) The use and occupancy of the building occupied by Springwater or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by Springwater.

G. ADA/§504 Obligations

Springwater 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. Springwater shall indemnify and hold harmless the District from all claims under these statutes.

H. Transportation

In accordance with ORS 338.145 , Springwater shall be responsible for providing transportation to students who reside within the school district and who attend Springwater. Springwater shall adopt a transportation plan acceptable to the District and transmit to the District by October 15th of each year as part of the Annual Report.

Springwater may contract with the District to provide buses and drivers to transport Springwater students from designated hubs to the school, and back again. The parties on an annual basis will negotiate the designation of the location of the hubs, the pick-up and drop-off times, and the cost. The contracted amount will not exceed the District's actual cost of providing the transportation, minus the amount of transportation reimbursement the District receives from the state and any other sources. Springwater students may also obtain transportation through the student ' s parent/guardian or existing public school bus lines. At no cost and subject to availability of space, a District bus may stop at the Springwater facility to drop off and pick up Springwater students, if the Springwater facility is on a designated District bus route. The District will provide transportation to Springwater students along existing public school bus lines within the District, at no cost, if space is available.

10. Renewal of Charter

- A. Renewal shall be governed by state law (currently ORS 338.065).

11. Miscellaneous Provisions

A. Entire Agreement

This Contract, including the 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 by, 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

Springwater shall not, under any circumstances, assign, delegate, or contract with any entity to provide the educational program described in this Contract and the attached Appendices. It being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively to Springwater.

D. 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 Springwater.

E. Amendment

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

F. Notice

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

G. 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 designee, any instrumentality of the City of Oregon City, any instrumentality of Clackamas County, the State of Oregon or federal government.

I. 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:

Oregon City School District Attn. Superintendent 1417 12t Street Oregon City, Oregon 97045	Springwater Environmental Sciences School Attn: Board Chair 16491 S. Springwater Rd. Oregon City, Oregon 97045
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Should these addresses change, the parties agree to notify the other party within ten (10) days of the address changing.

J. No Waiver

The parties agree that no assent, expressed 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.

K. Dispute Resolution

In the event any dispute arises between the District and Springwater 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 Liaison for review. If the District and Springwater 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, Springwater may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

L. 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

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Contract.

M. Delegation

The parties agree and acknowledge that with regard to this charter agreement between the District and Springwater, 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 only by the District Board.

N. 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, Springwater 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.

O. 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.

P. Incorporation of Application and Other Exhibits

The following Appendices are attached and incorporated by reference:

- Appendix A: Springwater Mission and Vision
- Appendix B: Springwater Goals
- Appendix C: Springwater Instructional Program

Q. Springwater Environmental Sciences School Authority to Enter Into Contract

Springwater expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of Springwater and that the Board of Directors of the Springwater Environmental Sciences School has duly Approved this contract. Springwater shall provide a copy of its written resolution authorizing the Springwater Sciences School to enter into this Agreement to the district.

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