



BOARD OF DIRECTORS
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Christy Perry, Superintendent

AGENDA

BOARD MEETING (Work Session)

February 23, 2021

5 p.m. Executive Session (non-public session)

6 p.m. Business Session (public session)

Electronic, Live-stream

The board meeting will be held electronically due to social distancing guidelines in accordance with the governor's executive orders and COVID-19.

The link to view the meeting:

English: <https://www.youtube.com/watch?v=zx8vEQGuJ94>

Spanish: <https://www.youtube.com/watch?v=3Th2ecDWJdU>

The meeting will also be broadcast on CC:Media, channel 21.

1. CALL TO ORDER/EXECUTIVE SESSION 5 p.m.

Chairperson

The Board will meet in executive session under the following Oregon Revised Statutes:

- a. ORS 192.660(2)(i) to review and evaluate the performance of the superintendent or any other public officer, employee or staff member, unless that person requests an open hearing.

Representatives of the news media are allowed to attend executive sessions, except for those sessions held in regard to expulsions. All other audience members are excluded from executive sessions and are asked to leave the room and/or are not included in the online platform for the virtual meeting. Representatives of the news media are specifically directed not to report on any of the deliberations during executive sessions, except to state the general subject of the session as listed on the agenda. No recording of executive sessions is allowed without express permission from the board.

2. RECONVENE – WORK SESSION (PUBLIC) 6 p.m.

Chairperson

- a. Board Attendance
- b. Land Acknowledgement
- c. Pledge of Allegiance
- d. Agenda Modifications

3. REPORT/READING

Superintendent

- a. *Valley Inquiry Charter School Contract

4. HYBRID LEARNING AND IN-PERSON PROGRAMS

Superintendent

5. KEY PERFORMANCE INDICATORS – ACADEMIC

Superintendent

6. ADJOURNMENT

Chairperson

*Support Material Included

**VALLEY INQUIRY CHARTER SCHOOL (VICS)
CONTRACT APPROVAL**

Background/Discussion

Valley Inquiry Charter School (VICS) opened in 2005 and subsequently the school board renewed the school's charter with the last renewal occurring on January 12, 2016, for a five-year contract beginning July 1, 2016, ending June 30, 2021.

The charter renewal came before the board on December 8, 2020, for a first reading and then on January 12, 2021, as an action item, with the board approving the renewal. The next step in the process was for district staff and VICS to negotiate the contract, within 90 days of the January 12 charter renewal. The district and VICS have worked together on contract changes, and the negotiated contract for the period of July 1, 2021, through June 30, 2026, now comes before the board as a report/reading.

The negotiated contract includes several administrative changes to align with current OARs and the following substantive changes:

- Maximum enrollment increases from 168 students to 285 students.
- Ability to enroll students in grades 6-8 (creating VICS as a K-8 school).
- VICS board and administrators will have the ability to directly recruit, hire, evaluate, and supervise new VICS employees who are employed by VICS.
- More financial independence with less direct financial accountability to the school district.

Recommendation/Board Action

This item is presented as a report/reading and will come before the board for action at the March 9, 2021, board meeting.

CHARTER AGREEMENT

between

VALLEY INQUIRY CHARTER SCHOOL

and

SALEM-KEIZER SCHOOL DISTRICT 24J

JULY 1, 2021 - JUNE 30, 2026

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CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the Salem-Keizer School District 24J (“District”) and Valley Inquiry Charter School (“VICS”).

RECITALS

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

WHEREAS, on January 24, 2005, an application was submitted by VICS to the District for formation of VICS as a charter school to operate within the School District; and

WHEREAS, on January 27, 2005 the District has determined that the application submitted by VICS, as amended herein, complies with the purposes and requirements of ORS Chapter 338; and

WHEREAS, on February 8, 2005, the Board held a public hearing on the provisions of the proposal in accordance with ORS Chapter 338 and evaluated the criteria set forth in of ORS Chapter 338;

WHEREAS, by resolution adopted February 22, 2005, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to VICS and the District; and

WHEREAS, the Salem-Keizer School Board renewed this charter contract for an additional term of three years (July 1, 2008 to June 30, 2011) and again for an additional term of five years (July 1, 2011 to June 30, 2016); and

WHEREAS, VICS requested a renewal of this Agreement and on January 12, 2021 the District held a public hearing and voted to approve the renewal of the charter contract for a period of five years (from July 1, 2021 through June 30, 2026) in accordance with ORS 338.065; and

WHEREAS, the application as amended by this contract between VICS and the District will constitute the agreement between the parties regarding the governance and operation of VICS; and

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

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

CONTRACT

1. Grant of Charter

VICS is granted a charter in accordance with ORS Chapter 338 and the terms and conditions of this contract to operate a charter school as described herein.

2. Effective Date

This contract shall commence on July 1, 2021, and shall expire at midnight on June 30, 2026.

3. Philosophy and Mission

The philosophy and mission of VICS, as described in Exhibit A, section I. A., page 2, is hereby accepted by the District to the extent it is consistent with the purposes set forth in ORS Chapter 338.

4. Goals and Objectives

The goals and objectives set forth in section I. B. and I. C., pages 3-6, of the application in Exhibit A are hereby accepted by the District, subject to the conditions set forth in this contract.

5. Educational Program, Student Performance Standards and Curriculum

A. Age and Grade Range

VICS shall provide instruction to students in grades K through ~~85~~. Student placement shall be consistent with District policy in the charter school selection process described in this agreement.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by VICS of its instructional programs as outlined in its application in Exhibit A, pages 8-25, and as amended herein.

(i) VICS 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 VICS shall meet or exceed any content standards adopted by the District and shall be designed to enable each pupil to achieve such standards.

(iii) VICS agrees to comply with all state requirements concerning academic content.

- (iv) VICS agrees to obtain prior approval from the District before changing the educational program outlined in its application. The District will evaluate the new curriculum and/or instructional materials to determine whether such curriculum and materials meet or exceed the required state and federal content standards. The District may, at its sole discretion, approve or disapprove changes in the educational program.
- (v) VICS shall establish an administrative process for resolving public complaints against VICS, including complaints regarding curriculum.
- (vi) The failure of VICS to comply with paragraph 5.B. is a material breach of this contract.

C. Extracurricular Activities

VICS students are eligible to participate in extracurricular activities at their neighborhood schools at no charge to VICS.

- (i) 24J shall not provide transportation for a VICS student to and from an extracurricular activity.

D. Records

- (i) VICS shall comply with all record keeping requirements of the District policy and federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, documents required pursuant to the statewide assessment system under ORS 329.485 and any documentation required under federal and state laws regarding the education of students with disabilities.
- (ii) VICS shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law.

E. Youth Services Team

VICS shall participate in the Youth Service Team to the extent that its students require these services. VICS shall become a signatory on the current YST Agreement and abide by the terms of the YST Agreement.

F. Nondiscrimination

As provided in ORS 338.125(2), VICS may not limit student admission based on of race, ethnicity, sex, national origin, religion, disability, sexual orientation, income level, proficiency in the English language or athletic

ability, by may limit admission to students within a given age group or grade level.

G. Open Enrollment

- (i) Enrollment shall be open to any child who resides within the District in grades K through ~~85~~. Students enrolling in VICS are subject to the District's open enrollment policy and regulations. Student enrollment will be limited as provided in the application, section III (pages 28-29), except as amended in this contract.
- (ii) Maximum school enrollment for of this contract will be ~~168-285~~ students. The minimum enrollment will be 75 students. The District may terminate this charter if student enrollment in VICS falls under 75 students during any school year. In the event a student has been expelled, VICS has the ability to fill this spot with the next student on the waiting list. If the expelled student returns the following semester or school year, VICS may increase its enrollment to ~~286+69~~ upon notification of and approval by the District.
- (iii) VICS shall not enroll any student for the upcoming year before March 15 of each year. If, by March 15, there are more eligible applicants for enrollment in VICS than there are spaces available, successful applicants shall be selected by lottery to take place not sooner than March 15 and not later than April 1, which shall be open to all applicants. Priority for enrollment shall be given to siblings of students enrolled in VICS and to resident students who were enrolled the previous school year.
- (iv) Using the lottery process, the VICS shall establish a waiting list of students who shall be offered the opportunity to enroll at VICS if additional space later becomes available. VICS shall not permit dual enrollment of any student at both VICS and another public school or non-public school.

H. Admission

Admission of students to VICS shall be determined in accordance with the application, section IV (pages 13-14), except as amended in this contract. VICS will follow the admission and lottery policies contained in ORS Chapter 338. "Admission" means that the student has (1) enrolled with VICS; (2) successfully completed the lottery; and (3) been formally accepted as a VICS student by VICS.

- (i) Nonresident students may only be accepted by VICS if District resident student enrollment is insufficient to fill the available spaces.
- (ii) In the event a nonresident student is admitted in VICS, VICS agrees to provide to the District, not later than September 15 of

each school year, the enrollment information regarding all new students and parents/guardians of those that reside outside of the Salem-Keizer School District.

I. Student Attendance, Conduct and Discipline

VICS shall implement a system of uniform student discipline consistent with the District policies and rules concerning conduct and discipline. VICS shall comply with all District policies and rules concerning student attendance, standards of conduct and discipline. VICS shall notify its students of the student rights and responsibilities in the same manner that the District notifies its students. VICS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis. VICS shall maintain enrollment and attendance data on the District's student information system, or VICS will contract with the District for this service.

- (i) Student attendance at VICS shall be in compliance with Oregon's compulsory attendance laws.
- (ii) Discipline involving suspension and expulsion shall be achieved according to Oregon law. All VICS expulsion proceedings shall be administered by a District hearings officer. A student expulsion by a hearings officer may be appealed directly to the District Board under the District's student discipline procedure.
- (iii) Further, upon determining that initiation of expulsion proceedings is warranted, the VICS shall provide the District with written notice within three days of such determination and no later than five days following the suspension of such student with a summary statement of the grounds and evidence warranting suspension. The District hearings officer shall then commence expulsion appeal proceedings in accordance with the District's rules and procedures for the expulsion of students. The Board shall promptly notify VICS of the disposition of any expulsion appeal proceedings, and VICS shall honor and give full effect to the Board's disposition of the appeal.
- (iv) VICS and the District shall extend full faith and credit to the suspension and expulsion of a student of the other.

J. Education Of Students With Disabilities

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

- (i) VICS will comply with all District policies regarding discipline of special education students;
- (ii) The IEP team is determined by state and federal law. VICS's IEP team must have a District representative in attendance, as well as appropriate District specialists;
- (iii) The student's IEP team will determine the appropriate educational program and placement for the VICS student. VICS shall abide by the IEP team's decision on program and placement;
- (iv) VICS staff will comply with training required by an IEP team for delivery of services to an VICS student;
- (v) The funds from the Oregon Department of Education representing the ADMw for special education for VICS special education students shall be retained by the District;
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the VICS site;
- (vii) The VICS student's IEP team may recommend any appropriate placement for the VICS student based on the student's needs, whether in or out of the charter school. VICS shall not change the student's program without IEP team action;
- (viii) Special education transportation will only be provided to an VICS special education student if it is a related service on an VICS student's IEP;
- (ix) VICS shall provide substitutes for VICS staff who are required to attend IEP meetings or other meetings related to an VICS special education student during the instructional day at VICS's expense in an amount set forth in Exhibit C of this contract;
- (x) If after a student is enrolled and attending VICS, VICS suspects a student may be eligible for special education and related services under IDEA, VICS shall comply with the District practices and policies for referral of the student for evaluation.

K. Academically Low Achieving Students

VICS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs, as provided in section II. F. (pages 14-15) of its application.

L. Tuition

VICS will not charge tuition to students who reside within the District, except as may be allowed under ORS 339.115 or other applicable law. VICS will not charge tuition for programs, classes or courses of study which are part of the regular school program. VICS may charge reasonable fees for kindergarten enrichment programs, before and after-school programs and student activities. VICS may provide before and after-school programs for VICS students and others at the discretion of VICS.

M. Student Welfare and Safety

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

- (i) VICS shall immediately inform the District Prevention and Protection office (Human Resources) of any incident regarding child abuse, sexual conduct and neglect that involves a District or VICS employee, contractor, agent or volunteer.
- (ii) VICS shall comply with state and federal law relating to drug administration to students.

N. English as a Second Language

VICS shall not provide bilingual education services. VICS will provide any special services that are required for English as a second language students pursuant to federal law.

O. School Year; School Day; Hours of Operation

Instruction shall commence at VICS on the date District schools commence in September. Instruction shall commence in subsequent school years on the date established by the School Board for the commencement by District students. VICS may maintain a typical nine-month school year for its regular academic program. VICS may also operate summer programs and intercession programs if sufficient funds are available. The length of the school day for VICS shall meet District policies, the terms of the collective bargaining agreement, and state law. VICS is responsible for the additional employee costs it incurs by adding additional training days as contemplated in section II. K., page 27.

P. Alternative Education Model

Subject to applicable state and federal laws, the District shall allow VICS to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy.

6. Evaluation of Student Performance

Although VICS has goals and assessments, many of which are set forth in the Application, only the specific goals and assessments relating to student performance that are set forth in Exhibit E are to be considered in evaluating whether VICS has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105(1)(b).

7. Economic Plan, Budget and Annual Audit

A. Funding

- (i) For All Operating School Years: The District shall provide funding to VICS in an amount per weighted average daily membership (ADMw) of VICS that is equal to 85% of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013. ~~Funding shall be initially determined based on enrollment as of the date by which the District must submit its Fall Report to the Oregon Department of Education.~~ So long as VICS is not in breach of this contract, this funding will be made available to VICS, commencing on the date set forth and according to the distribution schedule set forth in paragraph 7.C.(iii) below. The District, at its VICS discretion, may advance funds to VICS upon request. The District will adjust the funding to reflect the actual funded pupil count as data is made available from Oregon Department of Education, of October 1st. In addition, to the extent the District experiences any reduction or increase in its state ADM funding, proportionate reductions or increase in ADM will be made to VICS by adjustment or setoff in subsequent months.
- (ii) Inadequate funding for VICS is grounds for the District to terminate this charter. Any financial commitment on the part of the District contained in this contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund VICS' operations except as expressly provided herein.

B. Budget

- (i) On or before ~~April~~-June 1 of each year, VICS shall submit to the District ~~for its approval,~~ VICS's proposed budget for the upcoming school year.
- (ii) VICS will contract with the District for all services set forth in Exhibit C. For those services that VICS may wish to purchase from the District that are not contained in the Exhibit C, VICS may request further services and if the District wishes in its discretion to provide those services, VICS shall pay the cost of those services based upon the District's actual cost.
- (iii) The cost of contracted services shall be charged against and deducted from the funding provided to VICS from the District as set forth above.
- (iv) The fiscal year of the VICS shall begin on July 1 of each year and end on June 30 of the subsequent year.
- (v) The payroll and associated payroll costs for 24J employees working at VICS shall be deducted from the funding provided to VICS by the District in paragraph 7.A.

C. Financial Records, Audits and Accounting Reports

VICS agrees to establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and to make such records available to the School District, as requested, from time to time. VICS will submit ~~monthly~~-quarterly accounting reports to the District. VICS shall have an annual audit of its accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990. VICS will provide the District with a copy of the audit. If the District provides for the audit of VICS, VICS will still be responsible for the cost of the audit.

- (i) Financial Management. VICS shall maintain a sound financial system using accounting and financial record-keeping procedures which reflect Generally Accepted Accounting Principles. VICS must have: procedures for cash management, investment practices and financial reporting; balance sheets reflecting assets, expenditures and liabilities; and must segregate duties for individuals performing cash management and investment practices. VICS' budget and accounting system must be compatible with the District's budget and accounting system.
- (ii) Budget and Cash Flow. VICS shall prepare and provide to the Board a copy of its annual budget for each fiscal year by no later than ~~April~~ June 1 immediately preceding such fiscal year.

- (iii) Distribution of Funds. The District shall distribute VICS funds as determined in paragraph 7.A., according to the District's receipt of the distribution from the State of Oregon.

The District shall establish a similar distribution schedule for all future school years that VICS is in operation and provide written notification to VICS of the distribution schedule.

- (iv) Other Sources of Funds for VICS. The parties acknowledge that VICS is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment described in this contract.

- (v) Outside Funding. VICS 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 to the terms of this contract. In the event that VICS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. VICS shall annually report all gifts, donations and grants to the District by recording the same in the financial records required in paragraph 8.C. above. As provided in ORS 338.125(10), VICS may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to VICS.

- (vi) Statement of Management and Financial Controls. At all times, VICS shall maintain appropriate governance and managerial procedures and financial controls. VICS shall contract with a certified public accountant or other similar professional for an annual financial audit described in ORS 338.095(3) and ORS Chapter 297. At its discretion, VICS may contract with the District to provide this service, in which event VICS shall pay the actual cost of the audit to the District. This certified public accountant or other similar professional shall perform a review of VICS's management and financial controls and shall provide a statement to the District no later than November 30 of each school year concerning the status of those controls. The initial statement must address whether the VICS has the following in place: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organizational chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedure shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year. This information may be submitted in conjunction with the annual audit. In the event that the initial statement reveals that any of the above controls is not in place, the VICS shall remedy such deficiency no later than September 30 of each school year.

- (vii) VICS shall provide the District with copies of letters from the VICS auditor to the VICS Board or VICS Executive Director.
- (viii) VICS and the District shall review the operations of the VICS at the conclusion of the school year to review the financial operation of the VICS and the following year's budget.

D. Building

- (i) VICS shall be located at Hazel Green Elementary School, Salem, Oregon. VICS's use of this facility is contingent upon space availability. The District has the right to deny VICS the use of Hazel Green Elementary School. If the District denies VICS use of Hazel Green Elementary School, then the District will notify VICS within no fewer than 180 days prior to the date the District is requesting VICS to vacate the space or to the end of the school year, whichever is greater. VICS will be responsible for finding an alternative location for its charter school. Once VICS has moved out of the District property, the contracted services amounts will be reviewed and adjusted to reflect the change of location. If VICS is unable to find a suitable alternative location, it will be grounds for termination of the charter agreement.

A. VICS shall take such actions as are necessary to ensure that the lease, occupancy permits and health and safety approvals remain valid and in force and shall certify to the District no earlier than June 1 and no later than July 15 of each year school that such leases, certificates and approvals remain in force.

B. VICS may change its physical location or obtain additional facilities provided that the VICS fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities, and provided further that the VICS 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.

8. Governance and Operation

VICS 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. In addition, the application is amended as follows, which amendments, and all other provisions of this contract, shall supersede and control over any conflicting language contained in the application:

A. Governing Board

The governing board of VICS shall consist of 5-9 members, or an amount consistent with its Articles of Incorporation or Bylaws, at least two of which shall be parents of students or persons in parental relationship to students. The membership of the governing board shall be categorically limited as provided in section IX. B., page 37.

B. Corporate Status

VICS is and will remain an Oregon nonprofit corporation. Before making any changes to its Articles of Incorporation or Bylaws, VICS agrees to get prior approval from the District. VICS's Articles of Incorporation and/or Bylaws will include a provision specifying that upon dissolution, voluntary or otherwise, assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of VICS or required to be turned over to the Oregon Department of Education pursuant to ORS 338.105(6) shall be returned to the District. Unless a donor or grantor specifically provides otherwise, all gifts, donations and grants are assumed to be property of the charter school, and shall be included among the assets returned to the District upon dissolution.

VICS shall maintain copies of all VICS Corporate documents and provide all new corporate documents to the District before the signing of this contract.

C. Conflict of Interest

The governing board and any employees of VICS shall comply with District policies and regulations and state law regarding public employee ethics and conflicts of interest.

D. Nonreligious, Nonsectarian Status

VICS agrees that it shall operate, in all respects, as a nonsectarian, nonreligious public school. VICS shall not be affiliated with any nonpublic sectarian school or religious organization.

E. Nondiscrimination

VICS shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination, including, without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, ancestry, marital status, political beliefs and/or affiliations, or sexual orientation.

F. Accountability

VICS shall be accountable to the District and subject to all District policies and regulations unless specifically waived by the District. All records established and maintained in accordance with the provisions of this contract,

Board policy, and federal and state law shall be open to inspection by the District. VICS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485. VICS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, upon request by the District.

- (i) Keeping Count. VICS shall identify and count, and keep accurate records of, its number of enrolled students and their day present and absent; attendance; special education students, students eligible for an enrolled in an English as a Second Language program pursuant to ORS 336.079 and the Oregon Pupil Accounting Manual; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law.

G. Public Meetings

VICS and its Board of Directors are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

H. Indigent Students

VICS shall waive all fees for indigent students in accordance with District policy and applicable federal and state law. VICS shall survey its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

I. Operational Powers

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

- (i) VICS Powers: VICS shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this contract): contract for goods and services necessary for the operation of VICS; prepare a budget; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fundraising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this contract.
- (ii) District Powers: In addition to the powers provided elsewhere in this contract, the District retains all other applicable powers over the staff

of VICS, including, but not limited to, the following: making all personnel decisions, including hiring, firing and discipline of all teachers, supervisors, and staff (with the sole exception of employees specified as direct hire VICS employees under this agreement or separate agreement between VICS and the District); providing all administrative and accounting services related to personnel.

J. Bidding Requirements

Unless purchased from or through the District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding as required by District policy and state law.

K. Third-Party Contracts

VICS 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, unless VICS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District.

L. Annual Report and Review

VICS will submit an annual report by November 30 to the District which will include, without limitation, the following:

- (i) Summary data on the progress toward meeting its academic goals and objectives;
- (ii) The audited financial statements of VICS, including proofs of insurance;
- (iii) Policy development issues;
- (iv) Student attendance and student discipline information;
- (v) Any recommendations regarding personnel matters; and
- (vi) Any other information the District deems necessary to demonstrate that VICS is in compliance with state and federal law and the terms of this contract.

M. Term

The VICS charter and this contract are to be effective as of July 1, 2021, and will last until midnight on June 30, 2026, subject to subsection N, below. This contract may be renewed by joint agreement between the District and VICS.

In the event the contract is not renewed prior to the expiration of the contract, this contract shall terminate at midnight on June 30, 2026, and the VICS shall dissolve pursuant to paragraph 8.N.

N. Termination

(i) Grounds for Termination: As provided in ORS 338.105(1), the grounds of termination of this contract by the District are as follows:

- 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 the application.
- c) Violation of any federal or state law.
- d) Failure to maintain insurance as described in this contract.

e) Failure to maintain financial stability.

e)f) Failure to maintain, for one or more consecutive years, a sound financial management system.

(ii) Notice and Appeal: The District shall provide 60 days prior written notice of its intent to terminate the charter agreement. VICS may appeal the District's decision to terminate the charter agreement directly to District Board. VICS may respond to the allegations in the District's written notification by offering documentary evidence. The District Board may, at its discretion, allow oral argument. The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105.

(iii) Prompt Termination for Health and Safety Reasons: As provided in ORS 338.105(4), the District may terminate this contract immediately and close VICS if VICS is endangering the health or safety of its students. VICS's board may request a hearing from the District Board regarding this termination. The District Board will hold a hearing within 10 days of receiving the request. VICS's board may appeal the District's decision to the State Board of Education. Throughout the appeals process, VICS shall remain closed at the discretion of the District unless the State Board of Education orders it to open VICS and not terminate this contract.

- (iv) VICS Decision to Terminate: Should VICS choose to terminate this contract before the end of the contract term, it may do so with the Board's approval upon 180 days' advance written notice. Pursuant to ORS 338.105(7), VICS's governing board may only terminate this charter, dissolve or close a public charter school at the end of a semester.

O. Dissolution

In the event VICS should cease operations for whatever reason, including, but not limited to, the nonrenewal or termination of its charter, or dissolution of the nonprofit corporation, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of VICS; provided, however, that in doing so, the District does not assume any liability incurred by VICS beyond the funds allocated to it by the District under this contract. The District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by VICS during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of VICS or required to be given to the State Board of Education pursuant to ORS 338.105(6) shall be returned to the District upon dissolution, VICS must transfer all student education records to the District.

P. Renewal

The contract renewal process will be governed by ORS 338.065.

9. Employment Matters

The District will serve as the employer for the District staff at VICS. This designation will apply to all of VICS's licensed and classified staff and administrators, except ~~employees that VICS directly employs for the enrichment teachers described below~~. Licensed and classified staff hired by the District will be included in their respective bargaining units in the same manner as all other District employees. The District has the right to set all terms and conditions of employment for the District employees subject only to state and federal law and applicable collective bargaining agreements. VICS will serve as the employer for all VICS staff that are not employees of the District. Employees of VICS shall not be considered for any purpose employees of the District. Employees of VICS 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 the purposes of collective bargaining.

A. Hiring of Personnel

VICS staff is made up of both VICS employees and District employees. For all new staff employed by VICS, VICS shall have full authority over hiring, management, evaluation, and termination of these employees. The VICS Board has no authority to discipline or terminate District employees.

~~**District Employees:** Hiring of personnel by the District will be at the discretion of the District, with exception of the enrichment teachers, who will be hired by VICS. The VICS principal will participate fully, at his or her discretion, in reviewing applications and interviewing candidates. Further, the VICS principal may involve VICS' teachers in interviewing potential District staff for VICS. Additionally, VICS shall be allowed, at its discretion, to have a representative of their board participate the interviews for potential District staff for VICS.~~

~~VICS shall be allowed, at its discretion, to fully participate in the interviews of candidates for VICS' administrator (principal). The VICS Board has no authority to hire, discipline, supervise or terminate District employees.~~

~~The District shall give full and careful consideration to any hiring recommendations made by VICS, but will be under no obligation to accept the recommendation.~~

~~VICS acknowledges that it has been informed of and agrees to fully comply with Oregon law as it relates to hiring independent contractors to provide services to VICS. VICS further agrees to notify the District in writing of its intent to hire an independent contractor prior to hiring that independent contractor. VICS further acknowledges that any independent contractor that is proposed to be hired by VICS shall be subject to paragraph 9.N. of this contract relating to Criminal Background Checks.~~

~~VICS Employees: VICS may hire enrichment teachers for the following subject areas:~~

~~a) Physical Education~~

~~b) Spanish~~

~~c) Music~~

~~d) Art~~

~~e) IB Coordinator (if the position is not a classroom teacher)~~

~~f) VICS will be the employer for enrichment teachers. All enrichment teachers must be either TSPC licensed or registered and must complete and pass the District's criminal background check.~~

B. Employee Compensation, Evaluation and Discipline

The District will make all decisions regarding hiring, compensation, evaluation, promotion, discipline and termination of District employees working at VICS, except for enrichment teachers and subject to the terms of the collective bargaining agreements.

- (i) The District will be responsible for the supervision and evaluation of the teaching staff within VICS. VICS will be responsible for the supervision and evaluation of VICS teaching staff hired by VICS.
- (ii) VICS is bound by District policies and federal and state law 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.

C. Payroll

District employees ~~and VICS employees~~ shall be paid through the payroll department of the District. The District will use the same payroll procedures as it uses for other District employees. Non-District employees shall be paid through VICS.

D. Benefits

The licensed and classified District staff at VICS that are District employees will receive benefits in compliance with their respective collective bargaining agreements. District supervisory staff will receive benefits in accordance with their employment contracts.

E. PERS

Pursuant to ORS Chapter 338, VICS shall participate in the Public Employees Retirement System (PERS) for its own employees.

F. Employee Welfare and Safety

VICS shall comply with all District policies, and applicable federal and state laws, concerning employee welfare, safety and health issues.

G. Employee Records

District shall be responsible for establishing and maintaining personnel records for District employees working at VICS in compliance with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records. VICS will be responsible for establishing and maintaining these records for VICS employees

H. Employee Conduct

VICS shall ensure that all employees comply with all District policies and regulations, and applicable state law, concerning employee conduct.

I. Placement Upon Termination of Charter

In the event of termination or nonrenewal of this contract, the reduction in force provisions in the collective bargaining agreements for District licensed and classified employees working at VICS shall apply.

J. Substitutes

VICS will contract with the District for substitute teachers from the District substitute pool. Whenever necessary, VICS will provide coverage for teachers requiring substitutes.

K. Licensure

Teachers employed by the District to work at VICS shall be licensed to teach in Oregon and will maintain a current and valid license. [Teachers employed by VIS to work at VICS shall be licensed or registered by the Oregon Teachers Standards and Practices Commission in Oregon to the extent required by ORS 338.135.](#)

L. Professional Development

VICS shall provide professional development opportunities to VICS staff as provided for in District policy, state law, and applicable collective bargaining agreements.

VICS shall train teachers in its educational program.

M. TSPC Obligation

The District's Superintendent retains all reporting obligations to TSPC regarding District employees assigned to VICS.

N. Criminal Background Checks

VICS shall not knowingly employ, contract or allow an individual to volunteer unless they have been approved through the District criminal history and sexual conduct check processes.

- (i) The District will provide VICS with access to the list of approved District volunteers.;
- (ii) VICS shall contact the District Prevention and Protection office (Human Resources) when hiring an employee or contractor to ensure the individual completes District criminal history and sexual conduct checks and is approved by Prevention and Protection.

O. Renegotiation of Contract

In the event VICS wishes to become the employer of the District employees who work at VICS, the parties may negotiate a new charter agreement.

10. Insurance and Legal Liabilities

A. Insurance

- (i) Provided by VICS: VICS shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth in Exhibit B: directors and officers liability insurance. VICS will also obtain, at its own expense, any further insurance that the District deems necessary to protect the interests of the District or VICS.
- (ii) Provided by District: The District will provide insurance related to all VICS staff employed by the District in the same manner that it provides insurance relating to other District employees.
- (iii) Required Proof of Insurance: No later than July 15 , and at any time thereafter upon the request of the District's risk manager, the VICS 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, Salem-Keizer School District.

- (iv) Coordination of Risk Management Activities: VICS agrees that it will coordinate all risk management activities through the District's risk management office. 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. VICS shall not compromise, settle, negotiate or otherwise effect any disposition of potential claims asserted against it without the District's prior written approval.

B. Legal Liabilities

- (i) Non-Exemption: VICS shall not be exempt from the following federal and state laws and District policies governing school districts:
 - a) Federal law;
 - b) ORS 30.260 to 30.300 (tort claims);
 - c) ORS 192.311 to 192.478 (public records law);
 - d) ORS 192.610 to 192.690 (public meetings law);
 - e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
 - f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
 - g) ORS 326.565, 326.575 and 326.580 (student records);
 - h) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - i) ORS 329.045 (academic content standards and instruction);
 - j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
 - k) ORS 329.496 (physical education);
 - l) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2);
 - m) ORS 336.840 (use of personal electronic devices);
 - n) ORS 337.150 (textbooks);
 - o) ORS 339.119 (consideration for educational services);
 - p) ORS 339.141, 339.147 and 339.155 (tuition and fees);

- q) ORS 339.250 (9) (prohibition on infliction of corporal punishment);
- r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
- t) ORS 342.856 (core teaching standards);
- u) ORS chapter 657 (Employment Department Law);
- v) ORS 659.850, 659.855 and 659.860 (discrimination);
- w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- x) Statutes and rules that expressly apply to public charter schools;
- y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
- z) Health and safety statutes and rules;
- aa) Any statute or rule that is listed in the charter;

- bb) ORS Chapter 338; and
- cc) Any other Board policy or rule later deemed necessary by the District that does not otherwise materially alter the terms of this contract.

- (ii) Compliance with District Policy/Rule: Except where otherwise specified in this agreement, VICS will comply with all Salem-Keizer School District policies and administrative rules.
- (iii) VICS shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by VICS's governing board for District approval. Any policy that is beyond VICS's powers under this contract or is otherwise inconsistent with the terms of this contract as void.

C. Waiver

VICS may request waivers from specific Board policies or regulations and/or state law by submitting the request, in writing, to the District's

Superintendent. VICS agrees that no waivers of the District and State high academic standards shall be requested.

- (i) The request shall include the reasons why VICS is in need of or desires the waiver. The Superintendent shall have 10 working days to review the request and arrive at a recommendation. Thereafter, the Superintendent will present the matter before the Board at its next regular meeting. Waivers of District policies and regulations may be granted only to the extent permitted by state law.
- (ii) In the event the District policy or regulation from which VICS seeks a waiver is required by state law, or where VICS otherwise requests a waiver from a state law or regulation, VICS agrees to jointly request such a waiver from the State Board of Education, pursuant to ORS Chapter 338.

D. Full Faith and Credit

VICS agrees that it will not extend the faith and credit of the District to any third person or entity. VICS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that VICS's authority to contract is limited by the same provisions in law or District policy that apply to the District itself. VICS also is limited in its authority to contract by the amount of funds obtained by the District, as provided in this contract, or from other independent sources. VICS's governing board has the authority to approve contracts to which VICS is a party, subject to the requirements and limitations of the Oregon Constitution, state law, District policies and the provisions of this contract.

E. Indemnification

- (i) VICS Indemnifies District: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, VICS 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 property of VICS, 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 out of or are in any manner connected with VICS's operations. VICS agrees to indemnify, hold harmless and defend the District from all contract claims in which the VICS has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (ii) District Indemnifies VICS: 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 VICS, 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) 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 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 VICS 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 VICS whose negligent or wrongful act or omission is caused or directed by VICS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (iii) Survival of Indemnification: This indemnification, defense and hold harmless obligation on behalf of VICS 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 VICS is not operating as the 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 VICS, its directors, trustees, agents or employees;
- (ii) The use and occupancy of the building occupied by VICS or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by VICS.

G. ADA/504 Obligations

VICS 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. VICS will indemnify and hold harmless the District from all claims under these statutes.

VICS may contract with the District for services or accommodations to meet VICS's legal obligations under these statutes as set forth in this contract.

11. Transportation

VICS students may obtain transportation through the student's parent/guardian or existing public school bus lines.

- (i) The District is responsible for providing transportation to VICS students along existing public school bus lines.

12. Miscellaneous Provisions

A. Entire Agreement

This contract, with attachments, 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 cancelled 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 conflicts of law provisions. The parties intend that where this contract references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

C. Assignment

This contract may not be assigned or delegated by VICS under any circumstances, it being expressly understood that the charter granted by this contract runs exclusively to VICS.

D. Terms and Conditions of Application

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

E. Amendment

This contract may be modified or amended only by written agreement between VICS and the District Superintendent or his/her designee.

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 acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the VICS Board of Directors at 5744 Hazel Green Rd. Salem, Oregon, 97305, or the office of the Superintendent of the District.

G. 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.

H. Dispute Resolution

In the event any dispute arises between the District and VICS 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 Superintendent of the District for review. If the District and VICS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the Board shall be final and binding on the parties; provided, however, VICS may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

I. 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 contract.

J. Delegation

The parties agree and acknowledge that the functions and powers of the District Board may be exercised by Superintendent of the District or the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal or termination of this contract may be made only by the District Board.

K. 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

paragraph 2, VICS 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.

L. VICS Authority to Enter Into Contract

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

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

**SALEM-KEIZER SCHOOL
DISTRICT 24J**

VALLEY INQUIRY CHARTER SCHOOL

Salem-Keizer School No. 24J Board

VICS Board of Directors

By: _____ (date) _____
Satya Chandragiri, Board Chair

By: _____ (date) _____
Chairperson VICS Board

Approved as to form:

Paul A. Dakopolos
District Legal Counsel

EXHIBIT A

MISSION, GOALS AND OBJECTIVE

Mission Statement:

Valley Inquiry Charter School (VICS), a K-8 International Baccalaureate (IB) World School of approximately 285 students within the Salem-Keizer School District (SKSD), will offer a unique and innovative learning experience for all students. Our vision is to establish a primary school where children of all backgrounds and abilities can share in the joy of discovery each day; acquire the skills to approach new problems thoughtfully and creatively; develop an appreciation and understanding of other cultures and traditions; and become actively engaged in their communities. This charter school features an inquiry-based pedagogy, an emphasis on internationalism, foreign language instruction, a solid and challenging curriculum that is enriched by music and the arts, and a nurturing and intimate learning environment.

EXHIBIT B

INSURANCE REQUIREMENTS

1. Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$1,000,000 each policy year covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous “claims made” coverage will be acceptable, provided the retroactive date is on the effective date of the charter.

EXHIBIT C

CONTRACTED SERVICES 2021-2022 SCHOOL YEAR

Based on total of 285 students

Contracted Services:	Per Student Cost	Proposed
Assessment and Testing	\$0	\$0
Central Library Media Services	\$0	
Communications	\$0	
Custodial Services & Supplies	\$50	\$14,250
Exec. Admin	\$0	
Financial Services	\$0	
HR	\$0	
Mail Service	\$0	
Maintenance	Flat rate	\$6,000
Purchasing	\$0	
Risk	\$0	
School Support Services (K-12 Office)	\$0	
Security	\$0	
Telecommunications	\$0	
TIS- support, connectivity, phones	Flat rate	\$5,600
Utilities	Flat rate	\$21,150
Total		47,000

EXHIBIT D

VICS CHARTER SCHOOL SUBMISSIONS TO DISTRICT

July 15

1. Certify to the District that lease, occupancy permits and health and safety approvals remain in force. (7.D.ii.)
2. Provide certificates of insurance. (10.A.iii.)

August 1

1. Provide list of names, job positions and SSN of all employees and volunteers. (9.N.)

November 30

1. Submit annual report to District, including:
 - a. summary of progress towards meeting academic goals;
 - b. audited financial statements
 - c. policy development issues
 - d. student attendance and student discipline information
 - e. any recommendations regarding personnel matters
 - f. any other information to demonstrate compliance with the charter contract and law. (7.C.vii; 8.L.)
2. CPA must review the school's management and financial controls and provide a statement to the District concerning these controls. (7.C.vii.).

June 1

1. Provide copy of annual budget and quarterly cash flow projections for fiscal year. (7.B.i.;7.C.ii.)

Monthly Report

1. Provide enrollment and attendance data to the District. (5.I.)

Quarterly Report

1. Submit monthly accounting reports (7.C.)

Annual Report

1. Summary of progress towards meeting academic goals stated in its application. (6.i)
2. Provide District with annual audit. (7.C.)

EXHIBIT E

CHARTER SCHOOL GOALS AND EVALUATION GUIDELINES

As provided in Section 6 of the Agreement, only the following specific goals relating to student performance are to be considered in evaluating whether VICS has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105(1)(b).

If a conflict exists between any provision of this Exhibit D and Exhibit A (the charter application submitted by VICS), this Exhibit D provision will govern and supersede any provision contained in the charter application.

1. Oregon Statewide Assessments.

- a. **Administering Assessments.** VICS will administer the Oregon Statewide Assessments to its students, administered on the same schedule as the District and as required by state laws and regulations. By September 15 of each year, VICS will submit to District a list of all assessments used to measure student achievement.
- b. **Results.** During the term of this Agreement, the average score for each student subgroup in each grade level of VICS's students taking the Oregon Statewide Assessment(s) shall meet or exceed scores of the District's students for each student subgroup in each grade level that have taken the statewide assessment or local assessment. Also, VICS's average scores and/or outcomes for the student groups identified in any state or federal accountability system applying to the District (e.g., the Achievement Compact) shall meet or exceed the scores of District students in those same groups.
 - i. For purposes of Section 1.b, the following student subgroups shall be utilized when comparing student assessment scores:
 1. racial/ethnicity;
 2. students with disabilities;
 3. Limited English Proficient (LEP); and
 4. economically disadvantaged.
 - ii. For purposes of Section 1.b, student assessment scores shall be compared by student subgroup when there is a statistically significant number of students in the subgroup. The term "statistically significant" shall mean six (6) or more students.
 - iii. At any time that federal or state regulations require higher performance levels, VICS will meet or exceed such levels.

2. Reports of Assessment Results.

- a. **Reports to District.** After VICS receives results of the assessments in Sections 1, it will give the District a report of the results. VICS will also include assessment results in its annual reports to the District.
- b. **Improvements in Methodology.** The parties will continue throughout the term of this Agreement to work together to improve the methodology for analyzing and reporting achievement growth.

3. Addressing Deficiencies; School Improvement Plan. Either VICS or the District may identify student performance that has fallen below these achievement goals. If that occurs, VICS, with any assistance the District is able and willing to provide, will develop school improvement plans (and include such plans as part of the annual reports) to address the identified deficiencies. Such plans may specify goals for improvement, timelines, and specific actions different from normal school operations that will be taken to help achieve such goals. VICS's annual reports will also discuss the results of implementation of school improvement plans. If VICS fails to implement such a plan or fails to comply with the terms of the plan, the District may issue a written notice to VICS that it must comply with the terms of the plan immediately or the Agreement will be terminated pursuant to Section 8.N.

4. Non-Academic Performance Objectives.

- a. **Parent Satisfaction.** VICS will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a scale of 1 through 4 (e.g., highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will show that at least 80% of parents consider their overall satisfaction or the education their child receives at VICS to be either the highest or second highest rating (e.g., highly satisfied or satisfied, rating it a 1 or 2 on the 1-4 scale). VICS will include the results of this survey in its annual report to the District.
- b. **Voluntary Parental and Community Involvement.** Parental and community involvement in VICS will be maintained at consistently high levels and will be reported in the Annual Report.