

Siletz Valley Schools
**** Special Board Meeting Agenda ****
6/8/26, 5:30pm
Siletz Valley School Board Room

- I. Call to Order, Land Acknowledgment and Roll Call**

- II. Action Item**
 - A. Approve 2026-2027 School Calendar(s)
 - B. Adopt 2026-2027 SVS Budget
 - C. Approve 2026-2027 Staff Contracts
 - D. Approve Catapult Learning Summerschool Contract

- IV. Adjournment**
 - A. Next Regular Board Meeting is June 30, 2026, 5:30pm

**SILETZ VALLEY SCHOOLS
SPECIAL BOARD MEETING AGENDA
JUNE 8, 2026**

ITEM: ACTION ITEM

TOPIC: APPROVE 2026-2027 SCHOOL CALENDAR(S)

PREPARED BY: DEBRA BARNES

WILL BE PRESENTED BY: DEBRA BARNES

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Approve 2026-2027 School Calendar(s)

RECOMMENDATION:

Approve

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

								FOUR DAY CALENDAR FOR 2026-2027 (Not Approved)	
								8:00-3:45	
	S	M	Tu	W	Th	F	Sat		
								AUGUST	
A	26	27	28	29	30	31	1		
U	2	3	4	5	6	7	8	7-9	Pow Wow
G	9	10	11	12	13	14	15		
	16	17	18	19	20	21	22	17-27	Teacher In-Service
	23	24	25	26	27	28	29	27	Planning Day 8-4pm / Meet the Teacher 4:00-8:00pm
	30	31						31	First Day of School
								SEPTEMBER	
S			1	2	3	4	5		
E	6	7	8	9	10	11	12	7	Labor Day - Holiday (No School)
P	13	14	15	16	17	18	19		
	20	21	22	23	24	25	26	23-24	Parent-Teacher Conferences (Wed. eve 12hrs & all day Thurs 9 hrs)
	27	28	29	30				30	Orange Shirt Day - No School
								OCTOBER	
O					1	2	3		
C	4	5	6	7	8	9	10	12	Indigenous Peoples Day - No School
T	11	12	13	14	15	16	17	16	School Improvement Day 6 hours
	18	19	20	21	22	23	24		
	25	26	27	28	29	30	31	29	End of Quarter 1 / 30 Grading Day and/or Trunk-o-Treat (8 hours)
								NOVEMBER	
N	1	2	3	4	5	6	7		5 Veterans Assembly/12 Mini Pow Wow
O	8	9	10	11	12	13	14	11	Veterans Day - Holiday
V	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28	25-26	Thanksgiving Break (No School)
	29	30							
								DECEMBER	
D			1	2	3	4	5		
E	6	7	8	9	10	11	12		10 - Bingo Night
C	13	14	15	16	17	18	19		
	20	21	22	23	24	25	26	20-3	Winter Holiday Break
	27	28	29	30	31				

							FIVE DAY CALENDAR FOR 2026-2027 (Not Approved)	
	M	Tu	W	Th	F		8:15-3:15	
							AUGUST	
A	27	28	29	30	31			
U	3	4	5	6	7	7-9	Pow Wow	
G	10	11	12	13	14			
	17	18	19	20	21			
	24	25	26	27	28			
	31					31	Teacher In-Service	
							SEPTEMBER	
S		1	2	3	4	1-4	Teacher In-Service Day	
E	7	8	9	10	11	3	Planning Day 10am to / Meet the Teacher 6:00pm	
P	14	15	16	17	18	7	Labor Day - Holiday (No School)	
	21	22	23	24	25	8	Students First day of School	
	28	29	30			30	Orange Shirt Day - No School	
							OCTOBER	
O				1	2			
C	5	6	7	8	9	9	Statewide Inservice-Non Contract Day (No School)	
T	12	13	14	15	16	12	Indigenous Peoples Day - No School	
	19	20	21	22	23	21/22	Parent-Teacher Conferences (Thur. eve 12hrs & all day Fri 9 hrs)	
	26	27	28	29	30	30	Professional Development/Trunk-o-Treat (8 hours)	
							NOVEMBER	
N	2	3	4	5	6	5 & 6	End of 1st Quarter / Grading day (no school)	
O	9	10	11	12	13	10	Veterans Assembly	
V	16	17	18	19	20	11	Veterans Day - Holiday (No School)	
	23	24	25	26	27	13	Mini Pow Wow	
	30					23-27	Thanksgiving Break (No School)	
							DECEMBER	
D		1	2	3	4			
E	7	8	9	10	11		10 - Bingo Night	
C	14	15	16	17	18			
	21	22	23	24	25	20-31	Winter Holiday Break	
	28	29	30	31				

2027								JANUARY
J					1	1		Winter Break (No School)
A	4	5	6	7	8	4		School Resumes
N	11	12	13	14	15	18		Martin Luther King Day (No School)
	18	19	20	21	22	28		End of 2nd Quarter
	25	26	27	28	29	29		Grade Day (No School)
								FEBRUARY
F	1	2	3	4	5			
E	8	9	10	11	12	8		School Improvement Day (All staff) (No School)
B	15	16	17	18	19	15		President's Day (No School)
	22	23	24	25	26			
								MARCH
M	1	2	3	4	5			
A	8	9	10	11	12	17-18		Parent-Teacher Conferences (Thur. eve 12hrs & all day Fri 9 hrs)
R	15	16	17	18	19	19		No School
	22	23	24	25	26	22-26		Spring Break
	29	30	31					
								APRIL
A				1	2			
P	5	6	7	8	9	8		End of 3rd Quarter
R	12	13	14	15	16	9		Grading Day (No School)
	19	20	21	22	23	16		No School
	26	27	28	29	30			
								MAY
M	3	4	5	6	7			
A	10	11	12	13	14			
Y	17	18	19	20	21			
	24	25	26	27	28			
	31					31		Memorial Day - Holiday (No School)
								JUNE
		1	2	3	4	3		Seniors Last Day
J	7	8	9	10	11	5		High School Graduation
U	14	15	16	17	18	8		Eighth Grade Promotion
N	21	22	23	24	25	9		End of 4th Qtr.; Last Day for Students - (Half Day)
	28	29				10		Records Day/Teachers Last Day - No Students
						14-15		(Make up days, if needed All staff)



Siletz Valley School Friday Enhancement Program. Ghit- gvsh (We are Pulling)

Siletz Valley School Friday Enhancement Program Proposal

Vision

The Friday Enhancement Program is designed to support students from kindergarten through 8th grade by providing additional academic support, personal development opportunities, and community engagement. By dedicating structured time on Fridays, the program aims to strengthen foundational skills, build confidence, and create a supportive environment where every student can thrive.

Objectives

Academic/ Enhancement Goals

- Increase **Math and English proficiency by 5%** on standardized tests within one semester. Match that same increase for the following semester. As shown by State standardized tests performed by Siletz Valley School.
- School Culinary, STEM, OSU Explore & More and Cultural programs can use this time to get larger project based event

- School Field trips and Project based learning programs can be held and this will reduce students missing core classes during Monday through Thursday regular school.
 - Provide **educational enhancement opportunities** to help close educational gaps by the end of each Semester.
 - Offer **food, a safe place, and structured and non structured educational experiences** on an unscheduled school day to enhance learning opportunities on Fridays.
 - Our target group is K - 6th grade. About 80-100 students if they all attend.
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Student Development Goals

- **Build self-confidence** by having each student set a personal goal and reflect on their progress monthly.
 - **Teach and enhance current skills** through best practices of education. Use project based education opportunities to allow for all modems of learning.
 - **Foster resilience** by encouraging a growth mindset and having students reflect monthly on challenges they overcame.
-

Community Goals

- Create **peer study groups** that promote collaboration and shared learning, targeting **80% student participation**.
- Incorporate more Dine Language classes taught by CTSI and Siletz Valley School staff with funding assistance by CTSI and STAHS.
- Launch a **community service project**, such as a family bingo night, food drive or neighborhood clean-up, by the end of each semester to enhance student participation and giving back to the community.

Staff Collaboration

Dear Teachers, Custodians, and Administrative Staff,

Every day, we witness how students from kindergarten through sixth grade have unique learning and developmental needs. By implementing the Friday Enhancement Program, we can create a supportive space for academic growth, personal development, and community building across all grade levels.

Your collaboration is essential. Together, we can ensure every child receives the strong educational foundation they deserve, creating a unified effort that benefits our entire school community.

Program Structure

- The program would operate **every Friday for K-8th-grade students**. Middle school students will be allowed in the building alongside high school students to enhance their studies and reduce their educational and social gaps.
- This schedule creates a dedicated time for targeted support while maintaining balance for staff and students.
- Fridays would focus on academics through High-Dosage Tutoring (HDT), enrichment activities, collaborative learning, and student reflection. Working hand in hand with the High Intensity Tutoring programs.
- Also there could be a drop in program for community members to access the program and show what we are doing for our students. This drop in

would cost \$40 donation a day when openings are available. First we will always support our enrolled students.

- Middle school and High school students will be able to also participate as peer mentors during the enhancement day. We all can be part of the solution.

This approach helps reinforce learning, boost student confidence, and keep students on track regardless of their starting academic level. We will meet our students where they are.

A typical day would be as follows:

7:45 drop off

8:00 Breakfast

8:30 Breakfast clean up

8:40 Expectations for the day, with rotations and deliverables

8:45 first rotation

9:35 Break/ snack

9:45 second rotation

10:30 break

10:45 third rotation

11:30 Lunch, younger half have their lunch then older half have theirs

12:30 end of lunch

12:35 Restate expectations

12:45 forth rotation

1:30 break

1:40 fifth rotation

2:30 break/ snack

2:40 - 5:00 after school programming.

Rotations will have enhancement protocol and programming set. Math, English, and reading focus. Then depending on teachers scheduled on that day there could be science, Language, culture, drumming, carving or other exploratory options. We could have 5 options per rotation.

Funding and Scheduling Proposal

To support the program while maintaining the existing budget:

- Teachers would adjust their schedules by **reducing 30-40 minutes from daily prep time after school**, shifting the school schedule to **7:40 AM – 3:50 PM**.
- Siletz School will access 21st-century funding to support the program.
- High Dosage Touring (HDT)
- Maintenance staff would adjust by **reducing the one hour from their scheduled four-day workweek**.
- Administration will work every other Friday for administrative support.
- These adjustments would allow staff time to contribute to the Friday program without requiring additional financial resources.

Our goal is to **keep the overall budget the same while better meeting the needs of our students and community.**

Budget Goal

The objective is to **maintain the current school budget** while reallocating time and resources to provide meaningful academic support, safe spaces, and enrichment opportunities that students deserve.

With accessing 21st century, CTSI for funding and staff support, along with Siletz School Staff we will be able to provide this program to our students and community. We will also look into Boys and Girls club possibilities.

Friday Enrichment Participation Tracking Guidance

Prepared for: Siletz Valley School

Purpose: Optional Friday enrichment safety and participation tracking

Date: May 19, 2026

Core Recommendation

Siletz Valley School may call the Friday program **Friday Enrichment** and keep it separate from regular instructional attendance. The school should avoid describing Friday tracking as formal attendance. Instead, it should use terms such as **participation tracking, Friday enrichment safety roster, or check-in/check-out log.**

The recommended language is:

Friday enrichment is optional and is not a regular instructional attendance day. However, once a student participates, the school will track the student for safety, supervision, transportation, meals, emergency response, and authorized release purposes.

The short version is: **do not take official attendance; do take a participation and safety roster.**

Recommended Tracking Categories

Record	Purpose	Should It Count as Official Attendance?
Friday enrichment registration list	Shows which students parents said may attend that Friday.	No. This is planning and permission.
Friday enrichment check-in/check-out log	Shows which students actually arrived, where they were assigned, and how they left.	No. This is a safety and supervision record.
Bus and field trip roster	Shows which students were transported or taken off campus.	No, unless the school has made that activity part of required instructional time.

Recommended Parent-Facing Language

Because Friday enrichment is optional, students are not marked absent if they do not attend. However, if a parent registers a student for Friday enrichment, or if the student arrives on campus or rides school transportation, the school will track the student's participation for safety. Students may not leave campus, transportation, or a Friday activity without authorized release. If a student leaves without permission or cannot be accounted for, the school will contact the parent/guardian and may take additional safety steps.

Suggested Tracking Fields

Field	Example
Student name	Jane Doe
Grade	6
Parent/guardian permission on file	Yes/No
Expected to attend	Yes/No
Arrived/check-in time	8:42 a.m.
Activity or group	Art, tutoring, field trip, wellness, gym
Transportation	Parent drop-off, bus, walked, other
Meal served	Yes/No, if needed for food program records
Released to	Parent, authorized adult, bus, independent release if allowed
Check-out time	2:15 p.m.
Notes or incident	Left without permission; parent called at 11:10 a.m.

How to Handle a Student Who Leaves Without Permission

If a student signs in, rides the bus, joins a Friday enrichment activity, or otherwise comes under school supervision, the school should treat the student as supervised by the school until properly released. If the student leaves without permission, the school should treat the situation as a **student safety and unauthorized departure issue**, not as a formal attendance issue.

The school should immediately try to verify the student's location, notify an administrator, contact the parent or guardian, document what happened, and take additional safety steps if the student cannot be located or may be at risk.

Recommended Internal Staff Language

Staff should use consistent language:

Friday enrichment participation is optional and is not recorded as regular school attendance. The school maintains a Friday enrichment participation roster for student safety, supervision, transportation, meal planning, emergency response, and authorized release.

Staff should avoid saying, "We do not take roll, so we are not responsible." A better statement is:

We do not take formal attendance for Friday enrichment, but we do maintain a safety roster for every student who participates.

Bottom Line

The school can keep Friday enrichment optional while still being responsible and safe. The best practice is to separate **official attendance** from **student safety tracking**. Students should not be marked absent if they do not attend optional Friday enrichment, but students who do attend should be checked in, supervised, tracked during activities or transportation, and checked out through an authorized release process.

Note: This document is practical guidance, not legal advice. The school should confirm its final procedure with its charter sponsor, district counsel, or legal counsel before adoption.

Oregon Legal References for Friday Enrichment Check-In, Check-Out, and No Unauthorized Leaving

This memo addresses a narrow question for **Siletz Valley School**, an Oregon K–12 public charter school: if Friday enrichment is optional and not treated as regular attendance, can the school still require students who arrive to check in, stay in assigned supervised areas, check out before leaving, and be denied same-day re-entry after leaving without permission? The practical answer is **yes, with careful wording**. The school should not frame the Friday roster as official attendance; it should frame it as a **Friday enrichment participation and safety roster**. Once a student arrives, boards transportation, or joins a school activity, the school may enforce written behavior, safety, supervision, and release rules.

This is not legal advice. The school should confirm final language with its sponsor, district counsel, charter counsel, or the Oregon Department of Education before adoption.

Bottom-line conclusion

Oregon law does not appear to contain one statute that says, word-for-word, “an optional enrichment day may be closed campus.” Instead, the authority comes from several connected legal sources. Oregon public charter law requires a charter proposal to include the school’s **governance structure, standards for behavior, and discipline procedures**. Oregon student conduct rules and statutes require students to comply with school rules and the lawful authority of teachers and school officials. Oregon law also supports parent notification, transportation accountability, student records compliance, and health/safety duties. Together, these authorities support a policy that says Friday enrichment is **optional before arrival, but supervised and controlled after arrival**. ^{1 2 3 4}

School action

Require students to check in on Friday

Require students to stay in assigned areas

Require office check-out before leaving

Best legal framing

Safety, supervision, emergency accountability, transportation, and release recordkeeping.

Written student conduct rule and safety/supervision procedure.

Authorized release and parent communication procedure.

Notify parents if a student leaves without permission

Student safety notification, not formal attendance reporting.

Deny same-day re-entry after unauthorized departure

Consequence for failure to follow Friday enrichment supervision rules, subject to school policy and administrator discretion.

Physically stop a student from leaving

Generally avoid unless there is an immediate safety emergency; restraint/seclusion laws are restrictive.

Exact Oregon authorities and how they apply

1. ORS 338.045 requires charter proposals to include behavior standards and discipline procedures

ORS 338.045 governs public charter school proposal requirements. It requires the proposal to include, among other things, the school's governance structure, admission policies, applicable statutes and rules, behavior standards, discipline procedures, calendar, and insurance/liability planning. ¹

ORS 338.045(2): "The proposal shall include, but need not be limited to:" "(f) The governance structure of the public charter school;" "(k) A description of admission policies and application procedures;" "(L) The statutes and rules that shall apply to the public charter school;" "(o) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;" "(p) The proposed school calendar for the public charter school, including the length of the school day and school year;" "(v) The plan for performance bonding or insuring the public charter school, including buildings and liabilities." ¹

For Friday enrichment, this means the school should place the Friday rules in a written, board-approved or administrator-approved policy, handbook addendum, parent agreement, or enrichment participation agreement. The legal point is that the school is not inventing "attendance" for Friday; it is enforcing behavior and supervision rules that are part of the school's operational structure.

2. ORS 338.065 makes the executed charter legally binding

ORS 338.065 provides that the written charter contains the approved proposal provisions and is legally binding on the sponsor and the charter school governing body. ²

ORS 338.065(2): "The sponsor and the applicant shall develop a written charter that contains the provisions of the proposal that have been duly approved by the sponsor and

public charter school governing body. ... The charter, when duly executed by the sponsor and the public charter school governing body, shall act as the legal authorization for the establishment of the public charter school. The charter shall be legally binding on both the sponsor and the public charter school governing body.” 2

For Friday enrichment, the safest approach is to make sure the school’s Friday procedures are consistent with the charter, handbook, board policies, and sponsor expectations. If the charter or handbook already authorizes enrichment programming, student conduct expectations, transportation procedures, and safety rules, the Friday check-in/check-out system fits naturally within that authority.

3. ORS 338.115 identifies laws that apply to Oregon public charter schools, including health/safety, student records, instructional time, and listed charter provisions

ORS 338.115 says that not every statute that applies only to districts automatically applies to public charter schools, but then lists categories that do apply. The relevant categories include student records, health and safety statutes/rules, instructional-time requirements, laws expressly applying to public charter schools, and statutes/rules listed in the charter. 3

ORS 338.115(1): “Statutes and rules that apply only to school district boards, school districts or other public schools do not apply to public charter schools. However, the following laws do apply to public charter schools:” “(g) ORS 326.565, 326.575 and 326.580 (student records);” “(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;” “(z) Health and safety statutes and rules;” “(aa) Any statute or rule that is listed in the charter; and” “(bb) This chapter.” 3

This matters because a Friday roster should be treated as a **student safety and participation record**, not a casual sign-in sheet. If the roster includes identifiable student information, the school should handle it consistently with student-record confidentiality obligations. The “health and safety” language also supports having an accountability system for students who are on campus, on transportation, or on field trips.

4. ORS 338.145 addresses public charter transportation responsibility

ORS 338.145 specifically addresses transportation for public charter students. It provides that the public charter school is responsible for providing transportation to students who reside within the school district and attend the public charter school, subject to the statute’s details and district responsibilities. 4

ORS 338.145(1): “The public charter school shall be responsible for providing transportation to students who reside within the school district and who attend the public charter school. The public charter school may negotiate with a school district for the provision of transportation to students attending the public charter school.” 4

If transportation is offered on Friday, the school should use a bus manifest or transportation roster. A student who rides school transportation to Friday enrichment should be treated as under school supervision once the student boards or arrives, even though Friday enrichment itself remains optional.

5. ORS 339.240 and ORS 339.250 support written conduct rules and student compliance with school authority

ORS 339.240 requires the State Board of Education to adopt minimum standards for pupil conduct and discipline and requires district boards to adopt and enforce written rules. ORS 339.250 says public school students must comply with school rules and submit to teachers’ authority. 5 6

ORS 339.240(1): “The State Board of Education in accordance with ORS chapter 183 shall adopt rules setting minimum standards for pupil conduct and discipline and for rights and procedures pertaining thereto that are consistent with orderly operation of the educational processes and with fair hearing requirements.” 5 ORS 339.240(2): “Every district school board shall adopt and attempt to give the widest possible distribution of copies of reasonable written rules regarding pupil conduct, discipline and rights and procedures pertaining thereto.” 5 ORS 339.250(1): “Public school students shall comply with rules for the government of such schools, pursue the prescribed course of study, use the prescribed textbooks and submit to the teachers’ authority.” 6

Because public charter applicability can be technical under ORS 338.115, the school should not rely on district-only language alone. Instead, Siletz Valley should make sure its own charter, board policies, student handbook, and Friday enrichment agreement expressly adopt or mirror the relevant conduct expectations. The policy should say that Friday enrichment participants must follow school rules, staff directions, and release procedures.

6. OAR 581-021-0050 requires written conduct and discipline rules covering attendance, vehicles, student records, and discipline

OAR 581-021-0050 is an Oregon Department of Education administrative rule titled “Minimum Standards for Student Conduct and Discipline.” It requires written pupil conduct and discipline rules on topics that directly overlap with Friday supervision, including student assembly, vehicles, attendance, student records, and discipline. 7

7 OAR 581-021-0050(1): "School district boards shall prepare written rules of pupil conduct and discipline that shall include, but not necessarily be limited to, the following topics:" "(a) Assembly of students;" "(c) Motorized and nonmotorized vehicles;" "(e) Attendance;" "(h) Student records;" "(i) Discipline, suspension, and expulsion." 7 OAR 581-021-0050(2): "School district rules pertaining to these topics shall include statements on student rights, responsibilities, and conditions which create a need for these rules." 7

For Friday enrichment, this supports having a written procedure that clearly explains student rights and responsibilities. The school should avoid calling this "official Friday attendance" if Friday is optional. The better title is **Friday Enrichment Participation, Supervision, and Release Procedure**.

7. OAR 581-021-0055 says students must comply with written rules and lawful authority of school officials

OAR 581-021-0055 is the clearest rule for day-to-day behavior expectations. It says students must comply with written rules, submit to the lawful authority of teachers and school officials, and may be disciplined for misconduct, including persistent failure to comply with lawful directions. 8

OAR 581-021-0055(1): "Students shall comply with the written rules of the school district board, pursue the prescribed course of study, submit to the lawful authority of teachers and school officials, and conduct themselves in an orderly fashion." 8 OAR 581-021-0055(2): "Students shall be liable to discipline, suspension, or expulsion for misconduct, including but not limited to:" "(b) Disruption of the school;" "(d) Damage or destruction of private property on school premises or during a school activity;" "(h) Persistent failure to comply with rules of the lawful directions of teachers or school officials." 8

This is the strongest basis for a simple student-facing rule: **"If you come Friday, you must check in, stay with your assigned activity, follow staff directions, and check out before leaving."**

8. ORS 339.071 supports same-day parent notification by analogy, even if Friday is not official attendance

ORS 339.071 requires school districts to have an attendance notification policy requiring schools to notify parents by the end of the school day when a child has an unplanned absence. 9

ORS 339.071(2): "An attendance notification policy must: (a) Be implemented by each school in the school district; and (b) Require that each school ensure that a parent or other person in parental relationship to a child is notified by the end of the school day on

any day that the child has an unplanned absence.” 9 ORS 339.071(3): “Notification required by subsection (2)(b) of this section must be provided: (A) In person; (B) Directly by telephone; or (C) By any other method identified in writing by the parent or person in parental relationship to the child.” 9

For Friday enrichment, the school should be careful: if Friday is optional, a student who never shows up is not necessarily “absent” in the official Monday–Thursday attendance sense. But if the student was registered, rode the bus, checked in, or was observed on campus and then cannot be accounted for, the school should notify the parent immediately as a student safety matter.

9. ORS 339.285 to ORS 339.303 restrict physical restraint and seclusion

The school can set closed-campus and no re-entry rules, but staff should not physically restrain a student merely because the student is trying to leave. Oregon restraint and seclusion laws are restrictive. ORS 339.291 provides that restraint or seclusion may not be used for discipline, punishment, retaliation, or convenience, and restraint is allowed only when the student’s behavior presents a reasonable risk of imminent and substantial physical or bodily injury and less restrictive interventions would not be effective. 10

ORS 339.291(1): “Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of personnel, contractors or volunteers of a public education program.” 10 ORS 339.291(2)(a): “Restraint may be used on a student in a public education program only under the following circumstances: (A) The student’s behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and (B) Less restrictive interventions would not be effective.” 10

This means the school’s policy should rely on supervision, staff direction, parent notification, documentation, administrator response, and future participation limits, not physical blocking or confinement. If a student is about to run into traffic or otherwise faces immediate danger, staff should follow Oregon restraint/seclusion law, district/charter policy, and training requirements.

Recommended policy language

The following language fits the legal framework while keeping Friday enrichment separate from official attendance:

Friday Enrichment Participation and Supervision Rule. Friday enrichment is optional and is not recorded as regular school attendance. However, once a student boards school transportation, arrives on campus, checks in, or participates in a Friday enrichment activity, the student is under school supervision and must follow all school rules, staff

directions, and Friday enrichment procedures. Students must remain in assigned supervised areas or activities and may not leave campus, a field trip, transportation area, or assigned activity without authorized check-out through the office or designated Friday coordinator.

Unauthorized Departure and Re-Entry. If a student leaves Friday enrichment without authorized check-out, the school will contact the parent/guardian, document the incident, and determine appropriate next steps. A student who leaves without permission may not return to campus or rejoin Friday activities the same day unless approved by administration. Repeated failure to follow Friday enrichment supervision rules may result in limits on future Friday enrichment participation, consistent with school policy and applicable student discipline procedures.

Parent Agreement. I understand that Friday enrichment is optional and is not regular school attendance. If my student attends, rides school transportation, or participates in a Friday activity, my student must check in, remain in assigned supervised areas, follow staff directions, and check out before leaving. I understand that if my student leaves without permission, the school will contact me, document the incident, and may limit future Friday enrichment participation.

Practical implementation checklist

The school should use a **participation and safety roster** rather than official Friday attendance. The roster should show who was expected, who arrived, where the student was assigned, whether the student rode transportation, and how the student was released. Field trips should have a separate roster and permission process. Transportation should have a bus manifest. Staff should have a clear protocol for unauthorized departure, including immediate administrator notification, parent/guardian contact, documentation, and a same-day re-entry decision.

Procedure	Recommended minimum content
Friday sign-up	Parent permission, expected arrival/departure method, emergency contact, field trip consent if applicable.
Check-in	Time arrived, arrival method, assigned activity/group, supervising staff member.
Movement between activities	Group roster, staff handoff, head count or roster check.
Check-out	Time left, released to whom, bus/parent/authorized adult/independent

	release if permitted.
Unauthorized departure	Time last seen, staff response, parent contact time, administrator decision, re-entry decision, incident note.
Re-entry	Administrator approval required if the student left without authorized check-out.

References

- [1] ORS 338.045, Proposal requirements; technical assistance; buildings
- [2] ORS 338.065, Terms and form of charter; renewal; appeal
- [3] ORS 338.115, Applicability of laws; restrictions; powers; student diplomas and certificates of attendance
- [4] ORS 338.145, Responsibility for student transportation services; costs
- [5] ORS 339.240, Rules of student conduct, discipline and rights
- [6] ORS 339.250, Duty of student to comply with rules; student handbook or code of conduct
- [7] OAR 581-021-0050, Minimum Standards for Student Conduct and Discipline
- [8] OAR 581-021-0055, Standards of Conduct
- [9] ORS 339.071, Attendance notification policy
- [10] ORS 339.291, Use of restraint or seclusion

Optional Friday Health and Enrichment Day Framework for Siletz Valley School

Prepared by Manus AI

Date: May 19, 2026

Context: K–12 Oregon public charter school in Lincoln County considering optional Friday health, enrichment, field trip, transportation, and food programming without treating Friday as a regular attendance day.

Executive Summary

Siletz Valley School can likely design Friday as an **optional enrichment, wellness, and activity program** rather than as a normal required instructional day, but the school should not interpret “not taking roll” to mean “not accounting for children.” The safest distinction is to avoid taking **formal daily attendance for state attendance/ADM purposes** while still maintaining a **program participation roster, check-in/check-out log, transportation manifest, field trip roster, emergency contact list, and parent notification protocol** for every Friday participant.

The core recommendation is to create a written “Friday Optional Program” policy that says: **Friday is not part of the compulsory instructional schedule unless specifically designated otherwise; participation is optional and parent-authorized; students who attend are under school supervision and must follow school rules; students may not leave campus or a field trip except through authorized release; and parents will be notified promptly if a student expected for Friday programming does not arrive, leaves without authorization, or is missing from an activity.**

This approach respects Oregon’s attendance framework while addressing the school’s real duty of care. Oregon law requires regular attendance during the school term and requires attendance notification for unplanned absences on school days. ¹ Oregon’s student accounting rule distinguishes the **regular school program** from programs outside the compulsory attendance structure, and it requires attendance accounting for regular school programs during the regular school year. ² Oregon also focuses minimum instructional requirements on annual instructional hours rather than a mandatory five-day week. ³ For a public charter school, health and safety rules, instructional-time rules, tuition and fee laws, student records laws, and other expressly applicable laws remain important. ⁴

Plain-language answer: The school should not say, “We are not taking roll, so we are not responsible.” Instead, it should say, “We are not taking state attendance for a

compulsory instructional day, but we are taking a safety roster for an optional school-sponsored program.”

Key Legal and Operational Distinction

The school’s challenge is that “roll” can mean two different things. The first meaning is **official attendance accounting**: whether a student is present or absent for a required school day or instructional program for state reporting, truancy, chronic absenteeism, or ADM-related purposes. The second meaning is **safety accountability**: whether the school knows which children are physically present, which bus they rode, which group they joined, whether they are on a field trip, and whether they have been released to a parent or authorized adult.

Those two systems should be separated. The school may choose not to count Friday participation as required attendance, but once a child is on campus, on a school bus, eating a school-provided meal, or participating in a school-sponsored field trip, the school should account for that child as part of ordinary supervision and risk management.

Issue	What the School Should Avoid	What the School Should Do Instead
Attendance	Avoid calling Friday a regular required school day if the school does not want absences to count.	Call it an optional Friday enrichment/wellness program and confirm it is not part of required attendance unless designated otherwise.
Roll	Avoid “no roll at all.”	Use a Friday participation roster that is explicitly not state attendance reporting.
Parent expectations	Avoid letting students appear informally with no written parent authorization.	Require parent opt-in, emergency contacts, transportation authorization, and release rules.
Leaving campus	Avoid an open-campus model for minors.	Require check-out through the office or activity leader; notify parents immediately for unauthorized departure.
Field trips	Avoid treating field trips as casual drop-in activities.	Require trip-specific permission slips, rosters, chaperone assignments, medical information, and head counts.

Oregon Sources That Matter

Oregon's compulsory attendance statute requires children ages 6 through 18 who have not completed grade 12 to regularly attend a public full-time school during the entire school term, with a related duty on parents or persons in control of the child to maintain regular attendance. ¹ Oregon law also requires a district attendance notification policy so that parents are notified by the end of the school day when a child has an unplanned absence. ⁵ Although that provision is written for attendance-day absences, it is a strong model for optional Friday safety procedures.

Oregon's student accounting rule defines a **"day in session"** as a scheduled day of instruction during which students are under the guidance and direction of teachers, and it defines the **"regular school program"** as the program offered to comply with state standards and compulsory attendance law, excluding programs such as summer school and adult education. ² The same rule requires daily source records of enrollment, membership, and attendance for regular school programs, and it states that a student not scheduled to attend daily is marked present or absent only on days the student is scheduled to attend. ²

Oregon's instructional-time rule requires minimum annual instructional hours of 900 hours for grades K–8, 990 hours for grades 9–11, and 966 hours for grade 12, and it limits required daily instructional hours to 8 hours for grades K–8 and 8.5 hours for grades 9–12. ³ This supports the idea that Oregon schools can operate schedules other than a traditional five-day week, provided required instructional time and other legal obligations are met.

For public charter schools, Oregon law states that some laws that apply only to school districts or public schools do not automatically apply to public charter schools, but it expressly applies federal law, student records laws, criminal records check laws, tuition and fee laws, health and safety statutes and rules, instructional time requirements, and statutes or rules expressly applicable to public charter schools. ⁴ Oregon charter law also addresses transportation responsibilities for public charter school students, including that the public charter school is responsible for transportation for students residing within the district and may negotiate with a district, while the district may also have responsibilities for resident students in the same manner as nonchartered public school students, subject to not adding or extending routes. ⁶

Recommended Model: “Optional Friday Program,” Not “School Day Without Roll”

The school should consider adopting the following model in board policy, family handbook language, and Friday program procedures. The program should be framed as an **optional school-sponsored enrichment and wellness program** that may include health activities, tutoring, clubs, cultural activities, career exploration, outdoor education, field trips, meals, and supervised recreation. It should not be described as a regular required instructional day unless the school intends to count it as instructional time and attendance.

The key is that Friday participation should be **parent-authorized and roster-based**. Families should sign up in advance, ideally by a weekly deadline, but the school can also allow limited same-day participation if a parent or guardian signs the student in or confirms permission through an approved method. Once a student is accepted into the Friday program for that day, the student is under school supervision and may not leave without following the release procedure.

Component	Recommended Procedure	Why It Matters
Parent opt-in	Annual Friday program agreement plus weekly registration or trip-specific permission.	Shows Friday is optional and clarifies parent expectations.
Safety roster	Maintain a roster of students expected, arrived, absent after expected arrival, released, transported, and on field trips.	Accounts for children without treating the roster as state attendance.
Check-in	Students check in at one controlled location before joining activities.	Establishes when school supervision begins.
Check-out	Students leave only through office/program release to parent, authorized adult, bus, or written independent release for eligible older students.	Prevents “they just walked out” scenarios.
Parent notice	Notify parents if a registered student does not arrive, leaves without permission, misses a bus, or is unaccounted for.	Aligns with attendance-notification principles and reduces risk.
Student conduct	Apply the student code of conduct during Friday	Optional does not mean unsupervised.

	programming, buses, meals, and field trips.	
Field trips	Use trip rosters, permission slips, medical info, chaperone ratios, and repeated head counts.	Field trips create heightened supervision needs.
Food	Track meal participation as required by the school's food program, but keep meal records separate from state attendance.	Food service data and attendance data serve different purposes.

How to Handle Students Who Leave Without Permission

The school should create a clear procedure for unauthorized departure. This is the practical heart of the issue.

If a student is checked into Friday programming, rides school transportation, or is listed as present with an activity group, the student should be treated as **under school supervision**. If the student leaves campus, separates from a field trip group, or fails to report to the next assigned activity, staff should not treat that as “not our issue because we did not take roll.” Staff should follow a missing-or-unauthorized-departure protocol.

A reasonable protocol would include immediate verification, quick campus search, radio or phone contact with staff, parent notification, documentation, and escalation to administration or law enforcement if the student's location or safety cannot be confirmed. For younger students, students with disabilities, medically vulnerable students, or students with known safety risks, escalation should be faster.

Situation	Recommended Response
Registered student does not arrive by expected time	Contact parent/guardian using the Friday contact method. Mark “registered/no-show; parent notified” in the program log.
Student arrives and then leaves campus without permission	Attempt to locate immediately; notify administrator; call parent/guardian; document time, witnesses, and actions; consider law enforcement if safety is uncertain.
Student misses return bus or parent pickup	Keep student supervised; call parent/guardian and emergency contacts; do

Student disappears during field trip	not leave student unsupervised. Stop activity, conduct immediate head count and area search, notify site security/administrator, call parent, and contact law enforcement if not quickly located.
Older high school student wants to leave independently	Allow only if parent has signed a specific independent-release authorization and the school has recorded the release time.

Parent Communication Language

The school should be transparent with families. The parent message should not imply that Friday is casual or unsupervised. It should explain that Friday is optional but supervised.

Sample parent-facing statement: “Friday Health and Enrichment Day is an optional school-sponsored program. It is not a required attendance day unless the school gives written notice otherwise. Students who participate must be registered or signed in, must follow school rules, and may not leave campus or a field trip without authorized release. The school will maintain a Friday safety roster for supervision and emergency purposes. This roster is not the same as regular instructional attendance reporting. If a registered student does not arrive, leaves without permission, misses transportation, or cannot be accounted for, the school will contact the parent/guardian and may take additional safety steps as needed.”

Recommended Forms and Records

The school should maintain the following records. These are not intended to create a formal Friday attendance day; they are intended to document permission, supervision, emergency readiness, and release.

Record	Minimum Contents	Retention/Use
Annual Friday program agreement	Parent permission, emergency contacts, medical alerts, conduct rules, release rules, transportation permissions.	Keep with student program records for the school year.
Weekly registration list	Student name, grade, selected activities, transportation	Used to plan staffing, meals, and parent notifications.

	needs, expected arrival/departure.	
Day-of check-in/check-out log	Arrival time, activity group, departure time, release method, staff initials.	Core safety document for each Friday.
Bus manifest	Pickup roster, actual riders, arrival confirmation, return riders, drop-off notes.	Required for transportation accountability.
Field trip packet	Permission slip, roster, chaperone list, medical info, emergency contacts, itinerary, head-count log.	Required before students leave campus.
Incident log	Unauthorized departure, injury, behavior issue, missing student, parent contact, resolution.	Used for safety review and liability documentation.

Design Options

The school has several viable options. The best fit depends on staffing, community expectations, funding, and tolerance for administrative burden.

Option	Description	Advantages	Risks or Tradeoffs
Option A: Registration-required Friday program	Students must be registered by parent/guardian before attending.	Strongest accountability and easiest staffing/meal planning.	Less flexible for families who decide late.
Option B: Drop-in allowed with parent confirmation	Students may attend if parent confirms by phone/text/app or signs in.	More accessible and community-friendly.	Requires strong front-office check-in controls.
Option C: Activity-specific enrollment	Families sign up separately for clubs, field trips, wellness supports, tutoring, or meals.	Best for field trips and targeted services.	More administrative complexity.
Option D: High school open-campus with signed release only	Older students may leave independently	Gives autonomy to older students.	Should not be used for younger students; still

only if parent signs an independent release.

requires documentation.

For a K-12 school, the safest default is **Option A for grades K-8 and Option A or D for grades 9-12**, with special care for students with disabilities, medical needs, behavior safety plans, or custody restrictions.

Practical Guardrails to Preserve the “Optional” Nature

To reduce the risk that Friday is treated as a required attendance day, the school should avoid making Friday participation mandatory for grades, credits, required interventions, graduation requirements, or core instruction unless the school intentionally counts that time as instructional time. The school should avoid marking Friday absences in the normal attendance system if Friday is not part of the student’s scheduled required program. If a particular student is assigned Friday as part of a required intervention, credit recovery, discipline alternative, IEP service, or instructional plan, the school should ask counsel or ODE how to code that student’s participation because the legal analysis may change.

The school should also keep language consistent. Staff should not say “Friday school is required” in one place and “Friday is optional” in another. The board calendar, family handbook, transportation notice, permission slips, website, and staff procedures should all use the same terms.

Special Considerations

Food, transportation, and field trips make the program more valuable, but they also make it more formal. If the school provides food through its own program, it should keep meal service records required by that program, but meal records should not be used as a substitute for a safety roster. If the school provides transportation, a bus manifest should be mandatory. If the school offers field trips, trip-specific permission slips and rosters should be mandatory even if the child already has a general Friday participation agreement.

The school should also review insurance coverage. It should confirm that Friday optional programming, field trips, transportation, volunteers, and food service are covered. If Friday activities include outdoor recreation, water, animals, tools, cooking, health screenings, or off-campus travel, the school should review activity-specific risk controls.

Recommended Immediate Next Steps

The school should first ask its sponsor/district counsel or charter counsel to confirm that the proposed Friday program is not being counted as required instructional time or regular

attendance. The school should also consider sending a narrow question to the Oregon Department of Education attendance contact listed on its attendance page, asking how optional non-instructional Friday enrichment should be distinguished from regular attendance reporting. 7

Then the school should adopt a short written policy and operating procedure before the first Friday. The most important pieces are parent opt-in, controlled check-in, controlled check-out, transportation manifests, field trip rosters, and same-day parent notification.

Bottom Line

The legally safer answer is not “do not take roll.” It is **“do not take formal state attendance for a non-required day, but absolutely take a safety roster.”** If a student attends Friday programming, the school should know that the student arrived, where the student is assigned, whether the student boarded a bus or field trip vehicle, and how the student was released. That safety system protects students, parents, and the school without necessarily converting Friday into a compulsory attendance day.

References

- [1] Oregon Revised Statutes Chapter 339, ORS 339.010 and ORS 339.020
- [2] OAR 581-023-0006, Student Accounting Records and State Reporting
- [3] OAR 581-022-2320, Required Instructional Time
- [4] Oregon Revised Statutes Chapter 338, ORS 338.115
- [5] Oregon Revised Statutes Chapter 339, ORS 339.071
- [6] Oregon Revised Statutes Chapter 338, ORS 338.145
- [7] Oregon Department of Education, Every Day Matters - Chronic Absenteeism Statutes and Rules

**SILETZ VALLEY SCHOOLS
SPECIAL BOARD MEETING AGENDA
JUNE 8, 2026**

ITEM: ACTION ITEM

TOPIC: ADOPT 2026-2027 SVS BUDGET

PREPARED BY: DEBRA BARNES

WILL BE PRESENTED BY: DEBRA BARNES

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Adopt 2026-2027 SVS Budget

RECOMMENDATION:

Approve

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

**Siletz Valley Schools General Fund
2026-2027 BUDGET**

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
100 0000 1510	Interest on Investments	\$ 20,000.00	\$ 20,000.00
100 0000 3101	State School Fund - General Support	\$ 2,572,895.67	\$ 2,572,895.67
100 0000 5200	Transfer to Food Services	\$ (162,000.00)	\$ (162,000.00)
100 0000 5200	Transfer to Culinary	\$ (5,000.00)	\$ (5,000.00)
100 0000 5200	Transfer to SVS SMILE - Matching	\$ (6,635.90)	\$ (6,635.90)
100 0000 5400	Beginning Fund Balance	\$ 2,200,000.00	\$ 2,200,000.00
Total Revenue		\$ 4,619,259.77	\$ 4,619,259.77

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Expenditures			
100 1111	Instructional Programs K-3		\$ 474,692.10
100 1112	Instructional Programs 4-5		\$ 165,381.18
100 1121	Instructional Programs 6-8		\$ 382,843.60
100 1131	Instruction - High School Programs		\$ 593,770.08
100 2112	Attendance Services		\$ 52,347.04
100 2310	Board of Education Services		\$ 8,000.00
100 2320	Executive Administration Services		\$ 178,930.80
100 2410	Office of the Principal Services		\$ 273,730.49
100 2520	Fiscal Services		\$ 129,180.38
100 2540	Operation & Maintenance of Plant Services		\$ 119,500.00
100 2543	Care and Upkeep of Grounds Services		\$ 236,088.25
100 2544	Maintenance		\$ 254,172.65
100 2550	Student Transportation Services		\$ 80,000.00

**Siletz Valley Schools General Fund
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
100	2660	Technology		\$ 86,278.00
100	2690	Other Support Services - Central		\$ 10,000.00
100	6000 0820	Operating Contingency Fund	\$ 50,000.00	\$ 50,000.00
		Total Expenditures	\$3,094,914.56	\$ 3,094,914.56
100	7000 0820	Ending Fund Balance	\$1,524,345.22	\$ 1,524,345.22

SVS- FOOD SERVICE
2026-2027 BUDGET

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
202 0000	5200	Transfer from General Fund	\$ 162,000.00	\$ 162,000.00
Total Revenue			\$ 162,000.00	\$ 162,000.00
Expenditures				
Account			26-27 Proposed Budget Detail	26-27 Board Approved Budget
202 3100		Food Services		\$ 162,000.00
Total Expenditures			\$162,000.00	\$162,000.00
Ending Fund Balance			\$0.00	\$0.00

SVS- CULINARY PROGRAM*
2026-2027 BUDGET

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
203 0000	1920 Misc Revenue - Donations/Catering	\$ 35,000.00	\$ 35,000.00
203 0000	5200 Transfer from General Fund	\$ 5,000.00	\$ 5,000.00
	Total Revenue	\$ 40,000.00	\$ 40,000.00

Account	26-27 Proposed Budget Detail	26-27 Board Approved Budget
203 1132	High School Extracurricular	\$ 40,000.00
	Total Expenditures	\$40,000.00
	Ending Fund Balance	\$0.00

*New Budget to separate Staff Meals and Catering Revenue for Culinary Program

**CTSI - Athletics
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
206 0000		1920 CTSI Funding - Donations	\$ 165,000.00	\$ 165,000.00
206 0		1740 Sports Fee - Waived		
Total Revenue			\$ 165,000.00	\$ 165,000.00
Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
206 1122		Sports Programs-Middle School		\$ 43,520.90
206 1132		Sports Programs - High School		\$ 121,479.10
Total Expenditures			\$ 165,000.00	\$ 165,000.00
Ending Fund Balance			\$ (0.00)	\$ -

**CTSI - General Grant
2026-2027 BUDGET**

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
208 0000	1920 CTSI Funding - Donations	\$ 211,000.00	\$ 211,000.00
	Total Revenue	\$ 211,000.00	\$ 211,000.00

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
208 1111	Instructional - Regular Programs K-3		\$ 9,283.61
208 1112	Instructional - Regular Programs 4-5		\$ 9,283.18
208 1121	Instructional - Regular Programs - Middle School		\$ 9,286.82
208 1131	Instructional - Regular Programs - High School		\$ 42,803.13
208 1400	Summer School Program		\$ -
208 2130	Support Services - Health Services		\$ 6,800.00
208 2310	Board of Education		\$ -
208 2410	Office of the Principal Services		\$ 7,455.42
208 2541	Operations and Maintenance of Plant Services		\$ 104,587.84
208 2542	Care and Upkeep of Building Services		\$ 20,000.00
208 2544	Maintenance		\$ -
208 2552	Vehicle Operation Services		\$ 1,500.00
208 2660	Technology Services		\$ -
208 5100	Long Term Debt Service - Fleet		\$ -
	Total Expenditures	\$ 211,000.00	\$ 211,000.00
	Ending Fund Balance	\$ 0.00	\$ 0.00

**SVS - Outdoor School
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
213 0000	1920	Outdoor School - OSU	\$ 15,765.39	\$ 15,765.39
				\$ -
		Total Revenue	\$ 15,765.39	\$ 15,765.39
Expenditures				
Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
213 1121		Middle School Programs		\$ 15,765.39
		Total Expenditures	\$15,765.39	\$15,765.39
		Ending Fund Balance	\$0.00	\$0.00

**SVS - SMILE
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
225 0000	1920	SMILE - OSU	\$ 4,950.00	\$ 4,950.00
225 0000	5200	Transfer From General Fund	\$ 6,635.90	\$ 6,635.90
Total Revenue			\$ 11,585.90	\$ 11,585.90
Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
225 1112		Intermediate Program		\$ 3,853.47
225 1121		Middle School Program		\$ 3,853.47
225 1131		High School Programs		\$ 3,878.98
Total Expenditures			\$11,585.91	\$11,585.91
Ending Fund Balance			\$0.00	\$0.00

SVS Title I
2026-2027 BUDGET

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
227 0000 4300	Title I Funding per District	\$ 166,856.43	\$ 166,856.43
	Total Revenue	\$ 166,856.43	\$ 166,856.43
Expenditures			
		26-27 Proposed Budget Detail	26-27 Board Approved Budget
227 1272	Special Programs - Title IA/D		\$ 163,106.50
227 2270	Special Programs - Title IA/D Family Involvement		\$ 3,749.93
	Total Expenditures	\$166,856.43	\$166,856.43
	Ending Fund Balance	\$0.00	\$0.00

*Waiting on District spreadsheet correction and re-assignment of \$2738 in funds

**SVS - HSS - CTE
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail		26-27 Board Approved Budget	
Revenue						
237 0000	3299	HSS - Integrated Application Grant	\$	81,514.17	\$	81,514.17
Total Revenue			\$	81,514.17	\$	81,514.17
Account			26-27 Proposed Budget Detail		26-27 Board Approved Budget	
237 1131		High School Programs			\$	81,514.17
Total Expenditures				\$81,514.17		\$81,514.17
Ending Fund Balance				\$0.00		\$0.00

SVS - SIA
2026-2027 BUDGET

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
239 0000	3299 SIA REVENUE	\$253,878.75	\$253,878.75
	Total Revenue	\$253,878.75	\$ 253,878.75

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
239 1111	Elementary Programs		\$108,330.22
239 1131	High School Programs		\$79,288.07
239 1210	Programs for the Talented and Gifted		\$5,000.00
239 2120	Student Success Advocate		\$61,260.46
	Total Expenditures	\$253,878.75	\$253,878.75
	Ending Fund Balance	\$0.00	\$0.00

*New items suggestion to use up difference in Salary shift on Integrated App. Integrated App will need to be updated

**SVS- CHARTER EQUITY
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
254 0000	3299	CHARTER EQUITY	\$ 153,340.47	\$ 153,340.47
Total Revenue			\$ 153,340.47	\$ 153,340.47
Expenditures				
Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
254 1131		High School Programs		\$ 149,916.20
254 2410	0390	Administrative Costs	\$ 3,424.27	\$ 3,424.27
Total Expenditures			\$153,340.47	\$153,340.47
Ending Fund Balance			\$0.00	\$0.00

**SVS - 21st Century
2026-2027 BUDGET**

		26-27	26-27
Account	Description	Proposed Budget Detail	Proposed Budget for Board Approval
Revenue			
255 0000	4300 21 Century Grant	\$ 30,000.00	\$ 30,000.00
			\$ -
	Total Revenue	\$ 30,000.00	\$ 30,000.00

		26-27	26-27
Account		Proposed Budget Detail	Proposed Budget for Board Approval
255 1111	Afterschool Program		\$ 30,000.00
	Total Expenditures	\$30,000.00	\$30,000.00
	Ending Fund Balance	\$0.00	\$0.00

**SVS EIIS
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
259 0000	3299	EIIS - Integrated Application Grant	\$ 900.93	\$ 900.93
Total Revenue			\$ 900.93	\$ 900.93

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
259 1112		Instructional - Regular Programs - Intermediate		\$ 900.93
Total Expenditures			\$900.93	\$900.93
Ending Fund Balance			\$0.00	\$0.00

**SVS CSI/TSI
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
260 0000	3299	CSI/TSI - Integrated Application Grant	\$ 32,831.00	\$ 32,831.00
Total Revenue			\$ 32,831.00	\$ 32,831.00
Expenditures				
Account			26-27 Proposed Budget Detail	26-27 Board Approved Budget
260 1111		Elementary Programs		\$ 31,961.80
260 1131		High School Programs		\$ 869.20
260 2120		Guidance Service		\$ -
Total Expenditures			\$32,831.00	\$32,831.00
Ending Fund Balance			\$0.00	\$0.00

**SVS EARLY LITERACY GRANT
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
261 0000	3299	Early Literacy Grant - Integrated Application Grant	\$ 63,990.53	\$ 63,990.53
Total Revenue			\$ 63,990.53	\$ 63,990.53
Expenditures				
Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
261 1111		Elementary Programs		\$ 63,990.53
Total Expenditures			\$63,990.53	\$63,990.53
Ending Fund Balance			\$0.00	\$0.00

**Siletz Valley Schools - Summer Learning
26-27 Budget**

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue			
262 0000 3299	Summer Learning Grant	\$ 76,719.00	\$ 76,719.00
Total Revenue		\$ 76,719.00	\$ 76,719.00

Account	Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Expenditures			
262 1400	Instructional Programs - Summer School		\$ 52,478.51
262 1430	Instruction - High School Programs		\$ 12,375.25
262 2112	Attendance Services		\$ 1,729.00
262 2410	Office of Principal Services		\$ 500.00
262 2544	Maintenance		\$ 350.00
262 2550	Student Transportation Services		\$ 3,150.54
262 3100	Food Service - Summer School		\$ 6,135.70
Total Expenditures		\$76,719.00	\$ 76,719.00
Ending Fund Balance		\$0.00	\$ -

**SVS HDT
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
264 0000	3299	High Dosage Tutoring	\$ 6,120.00	\$ 6,120.00
Total Revenue			\$ 6,120.00	\$ 6,120.00
Account			26-27 Proposed Budget Detail	26-27 Board Approved Budget
264 1111	Instructional - Regular Programs - Elementary			\$ 6,120.00
Total Expenditures			\$6,120.00	\$6,120.00
Ending Fund Balance			\$0.00	\$0.00

**SVS Construction Excise Tax - LCSD
2026-2027 BUDGET**

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
Revenue				
266 0000	1130	LCSD - Passthrough of Construction Excise Tax	\$ 154,290.00	\$ 154,290.00
Total Revenue			\$ 154,290.00	\$ 154,290.00

Account		Description	26-27 Proposed Budget Detail	26-27 Board Approved Budget
266 2542		Care and Upkeep of Building Services		\$ 154,290.00
Total Expenditures			\$154,290.00	\$154,290.00
Ending Fund Balance			\$0.00	\$0.00

**SILETZ VALLEY SCHOOLS
SPECIAL BOARD MEETING AGENDA
JUNE 8, 2026**

ITEM: ACTION ITEM

TOPIC: APPROVE 2026-2027 STAFF CONTRACTS

PREPARED BY: DEBRA BARNES

WILL BE PRESENTED BY: DEBRA BARNES

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Approve 2026-2027 Staff Contracts

RECOMMENDATION:

Approve

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

**SILETZ VALLEY SCHOOLS
SPECIAL BOARD MEETING AGENDA
JUNE 8, 2026**

ITEM: ACTION ITEM

TOPIC: APPROVE CATAPULT LEARNING SUMMER SCHOOL CONTRACT

PREPARED BY: DEBRA BARNES

WILL BE PRESENTED BY: DEBRA BARNES

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Approve Catapult Learning Summer School Contract

RECOMMENDATION:

Approve

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement is effective as of June 8th, 2026, by and between Siletz Valley School (the “Customer”) and Catapult Learning West, LLC (“Provider”) (the “Agreement”).

The parties agree as follows:

1. **Term.** This Agreement will commence on the date listed above and terminate on July 30th, 2026 (the “Term”).
2. **Scope of Services.** Provider will provide as the services as described in Exhibit A (the “Services”) for the 2026 Extended School Year or Summer Session School Year.
3. **Provider Responsibilities.**
 - (a) **Services.** Provider will deliver Services in a professional manner in accordance with recognized industry standards for similar services and qualified personnel will be assigned for that purpose. In providing the Services, Provider and its personnel shall exercise reasonable care. Provider cannot guarantee or assure the achievement of any performance objective, nor can Provider guarantee or assure any particular outcome for Customer, student or any other person as a result of this Agreement or the performance of the Services. Delivery of the Services will include use of certain proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic, and academic courses and materials of Provider.
 - (b) **Distance Learning Delivery Permitted.** Provider may deliver any portion of the Services when necessary, via distance learning to the extent practicable at the same rates set forth in this Agreement. Delivery of the Services via distance learning does not require consent from the Customer.
 - (c) **Control of Program Staff.** Staff who provide the Services are Provider employees or independent contractors (“Provider Personnel”).
 - (d) **Change in Circumstances.** Provider will inform the Customer if it learns of any change in circumstances at the location where students will be receiving the Services (“Provider Location”) that may affect delivery, including changes to administrative personnel, at the Provider Location where the Services are delivered or if the applicable funding allocation has been expended.
4. **Customer Responsibilities.**
 - (a) **Student Placement.** The Customer will consult with Provider regarding the placement of students for participation in a program to receive Services.
 - (b)
 - (c)
 - (d)
 - (e) **Change in Circumstances.** Customer will inform the Provider if it learns of any change in circumstances that may affect the delivery of the Services, which includes any change in administrative personnel, any change at the Customer, or any change in funding for the Services.

- (f) Change in Administrative Personnel. In the event there is a change in Customer personnel assigned to oversee or manage this Agreement, the Customer will schedule a meeting between Provider and newly hired or appointed Customer personnel as soon practicable but no later than sixty (60) days from their start date.

5. Fees and Payment.

- (a) Fees. The fee for the Services is as set forth in Exhibit A. Total compensation due to Provider is not to exceed \$52,748.51.
- (b) Invoicing and Payment. Provider will invoice the Customer monthly in accordance with the provision of the Services, unless otherwise agreed to by the parties. Payments for the Services are due within thirty (30) days of the invoice date and are nonrefundable unless otherwise agreed in writing. The Customer is responsible for all applicable sales, use, or other taxes or duties, however designated, which are imposed on any Services provided pursuant to the Agreement. If the Customer claims tax-exempt status, the Customer will present evidence of such tax exemption upon request of Provider.

6. Intellectual Property. All rights, title, and interest in any information and items, including training, curricula, educational content thereof developed by Provider that is used in the provision of Services is the sole and exclusive property of Provider and it shall retain sole and exclusive ownership of all rights, title, and interest in its proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (the "Provider Materials").

7.

8. Confidential Information.

- (a) "Confidential Information" means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, training content, presentations, trade secrets, trademarks, technical data, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, and other business information not generally known in the marketplace, and Personally Identifiable Information as defined below.
- (b) "Personally Identifiable Information" means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes "Nonpublic Personal Information" ("NPI"), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.); "Personally Identifiable Information" ("PII") derived from "Educational Records" (defined in 34 CFR § 99.2) as described under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g, et seq.) and "Protected Health Information" ("PHI"), as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA.")

- (c) The party disclosing the Confidential Information will be referred to as the “Disclosing Party” and the party receiving the Confidential Information will be referred as the “Recipient.” It is understood that one party can, at certain times, be a “Recipient” and at other times a “Disclosing Party.”
- (d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its “Representatives”) will: (i) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the Agreement; or (ii) disclose, divulge, publish, or disseminate the Confidential Information except as expressly authorized by Disclosing Party or this Agreement.
- (e) Recipient further agrees that it and its Representatives will: (i) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (ii) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.
- (f) Confidential Information shall not include any information (i) previously known by Recipient; (ii) independently developed by Recipient, without use of any Confidential Information; (iii) acquired by Recipient from a third party that is not, to Recipient’s knowledge after due inquiry, under any legal obligation not to disclose such information; or (iv) that is, or becomes, public through no breach by Recipient of this Agreement.
- (g) Accordingly, Recipient agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to any person or entity apart from Customer and such other persons or entities as permitted by law or as Customer may designate.
- (h) Return of Confidential and Proprietary Information. Upon request of the Disclosing Party, the Recipient shall return all Confidential Information in its possession, custody, or control to the Disclosing Party.
- (i) Other Rights. Customer hereby grants Provider a limited right and license to use Customer’s name, logo, and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

9. Students and Records and Privacy.

- (a) With respect to Education Records (defined above) that Provider may create, receive, or maintain on behalf of the Customer, Provider is designated as a School Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which Provider is required to create, receive, or maintain Education Records to carry out the Services.
- (b) FERPA. To the extent Services provided hereunder pertain to the access to student information, Provider will comply with 20 U.S.C. § 1232g FERPA, the federal regulations issued pursuant thereto 34 CFR Part 99.
- (c) HIPAA, CIPA, and GLBA. Further and to the extent applicable, Provider will comply with federal laws and regulations relating to student privacy including Privacy Rights of Students, Computer Users’

Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

10. Public Contracting Laws.

11.

- 12.** Attached as Exhibit B to this Agreement are the public contracting laws Customer and its vendors, including Provider, must follow. Exhibit B is incorporated into this Agreement as if fully stated herein.

13. Background Checks and Parental Supervision.

- (a) Oregon law requires that all prospective contractors, not licensed by the Oregon Teachers Practices and Standards Commission ("TPSC"), submit to fingerprinting and a criminal background check (a "Background Check") to the extent that such contractors will have, or are likely to have, direct, unsupervised contact with students. ORS 326.603; OAR 581-021-0511. "Direct, unsupervised contact" with students is defined for these purposes as any contact with students that provides the Provider Personnel the opportunity and probability for personal communication and/or touch when not under direct supervision.
- (b) Provider hereby represents and warrants that all of the Provider Personnel, or people otherwise allowed to provide Services to a student, have or will have submitted to and successfully passed any Background Check contemplated by ORS 326.603, OAR 581-021-0511, and any other law that would allow Provider Personnel to have direct, unsupervised contact with students. Provider shall provide a list of Provider Personnel prior to commencement of the Services, and additionally throughout the duration of the Services, as new Provider Personnel may become involved in the Services to Customer.
- (c) Provider agrees that no Provider Personnel shall have any direct, unsupervised contact with Customer students until the Provider Personnel has successfully passed the Background Check. Provider understands that Provider's failure to abide by this requirement will result in immediate termination of this Agreement and may expose Provider to legal liability.
- (d) Provider understands and agrees that the presence of a student's parent(s) or guardian(s) does not constitute a defense or relieve Provider of any liability Provider may incur for harms or injuries of any sort to that student caused by Provider for any reason, including harms or injuries that result by reasons of Provider Personnel having direct, unsupervised contact with the student.

14. Sexual Conduct Verification.

- (a) Oregon law requires that all education providers prior to entering into a contract with a contractor who is not licensed by the Oregon TPSC, to perform a sexual conduct verification process through the Oregon Department of Education ("ODE") to the extent that such contractors will have, or are likely to have, direct, unsupervised contact with students. ORS 339.374.
- (b) Provider understands and agrees that Customer will perform a search of the ODE's sexual misconduct database to verify whether ODE has an ongoing investigation or has a substantiated report relating to the conduct of any of the Provider Personnel. In furtherance of that requirement, Provider will provide Customer with a list of the names and dates of birth for all Provider Personnel. Provider represents and warrants that the list provided is a complete and accurate list of all Provider Personnel. Provider further agrees to provide Customer, on a monthly basis, with a list of new Provider Personnel hired by Provider

during the immediately prior month. Provider acknowledges that the new Provider Personnel may not have direct, unsupervised contact with students until Customer performs the sexual conduct verification process and provides such authorization.

- (c) Provider further expressly acknowledges Provider has received and understands the “Abuse and Sexual Conduct Information and Reporting Requirements for School Contractors, Agents and Volunteers” along with Customer Board Policy JHFF/GBNAA “Suspected Sexual Conduct with Students and Reporting Requirements.” Each of the Provider Personnel that will be involved with the Services will be required to successfully complete sexual misconduct training.

15. Breach and Termination.

- (a) Termination for Cause. Either party may terminate this Agreement for cause if the other party is in material breach. The notice of default must provide the breaching party a detailed description of the alleged breach and an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default (“Cure Period”). If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement by providing a written notice stating the date of termination.
- (b) Equitable Adjustment. Upon early termination of the Agreement, Customer will pay Provider for Services delivered up to and including the date of termination.

16. Indemnification and Limitation of Liability.

- (a) Provider Indemnification. To the extent permitted by law, Provider agrees to indemnify the Customer and its employees, officers, and directors from liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys’ fees (collectively “Losses”), incurred by reason of a third-party claim caused by the Provider’s negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Customer.
- (b) Customer Indemnification. To the extent permitted by law, the Customer agrees to indemnify Provider and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the Customer’s negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Provider.
- (c) Indemnification Process. A party to this Agreement claiming a right of indemnification shall be referred to herein as the “Indemnified Party” and the party against whom the claim for indemnity is being made shall be referred to herein as the “Indemnifying Party.” In the case of a claim asserted by a third party which claim is subject to indemnification, (a “Third-Party Claim”), the Indemnified Party will give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party is liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party’s express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.

- (d) **Limitation of Liability.** Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Provider and its affiliates, directors, officers, employees, and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the lesser of the total fees paid to Provider in the preceding 12 months or \$500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement of intellectual property. Neither Provider nor Customer shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages, or punitive damages, even if Provider or Customer have been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Agreement between Provider and the Customer. Provider would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

17. INSURANCE.

- (a) **Insurance Coverage.** The parties are insured with coverage for commercial general liability, property damage, and worker's compensation.
- (b) **Provider Insurance Limits.** For the term of the Agreement, Provider will maintain liability insurance of the types and limits set forth below:
- | | | | | | |
|----------------------------------|------------------------------------|----|---|-------------|-------|
| i. Commercial General Liability: | \$1,000,000 | on | a | claims-made | basis |
| and | | | | | |
| | \$2,000,000 annual aggregate. | | | | |
| ii. Auto Liability: | \$1,000,000 annual aggregate | | | | |
| iii. Workers Compensation: | At the limit required by state law | | | | |
| iv. Employer Liability: | \$1,000,000 annual aggregate | | | | |
- (c) **Proof of Insurance; Additional Insured.** Upon request, a party will produce a certificate of insurance evidencing the limits set forth above. The Commercial General Liability and Auto Liability insurance required under this Agreement must include an additional insured endorsement specifying Customer, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Provider's activities to be performed under this Agreement.

18. NOTICES.

- (a) **Methods of Delivery.** All notices under this Agreement may be delivered only by: (i) hand delivered by nationally recognized overnight delivery service (e.g., Fed-Ex or UPS or USPS Priority Overnight) messenger or courier service, (ii) pre-paid first-class certified mail, return receipt requested, or (iii) e-mail with read receipt requested, addressed to the respective party as noted below or to such other addresses as any party may designate by notice complying with the terms of this Section.
- (b) **Date of Delivery.** Each such notice is deemed delivered on either,
- the date delivered by personal service, or

- ii.
- iii. the date on the pre-paid first-class certified mail return receipt or (iii) the date of sending the e-mail or tracking information from nationally recognized overnight delivery service.

a. Notice Addresses. The addresses of the parties for notice are:

Siletz Valley School
245 NW James Franks Ave
Siletz OR 97380
Attention: Debra Barnes
Email: dbarnes@siletzvalleyschools.org

To Provider:
Catapult Learning West, LLC
P.O. Box 444
Elmsford NY 10523
Attention: Rob Klapper
Email: contracts@fullbloom.org
With a copy to the Office of the General Counsel at the same address.

iv. **MISCELLANEOUS.**

- a. Force Majeure. Neither party will be liable for non-performance or in default to the other party for failures of performance resulting from events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.
- b. No Agency. The parties do not intend for this Agreement to create a partnership or joint venture between the parties. Neither party may commit the other party for any purpose except as expressly provided herein.
- c. Assignment. Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.
- d. Applicable Law. Provider will comply with the federal and state laws applicable to the provision of the Services.
- e. Governing Law. The parties intend Oregon law to govern this Agreement.
- f. Non-discrimination. Provider is an equal opportunity employer and conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status,

national origin, citizenship status, pregnancy, sexual orientation, gender identity, military service or other legally protected category.

- g. No Waiver. Failure of either party to exercise, or delay in exercising any right under this Agreement shall operate as a waiver. Exercising any right does not preclude the party from exercising any other right.
- h. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all previous agreements or discussions are hereby superseded by this Agreement.
- i. Severability. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.
- j. Amendment of Agreement. This Agreement may be amended only by a written agreement signed by both parties.
- k. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is an original, but all of which together constitutes one complete document.
- l. Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party only after obtaining the other party's consent which consent may not be unreasonably withheld.
- m. No Third-Party Beneficiaries. The parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the parties. The parties further intend this Agreement does not allow any claim or right of action to anyone other than the parties.

This Agreement is executed as of the date stated in the introductory clause, regardless of any dates inserted below:

Siletz Valley School

Name:

Title:

Date:

Catapult Learning West, LLC

Name:

Title:

Date:

- 19.
- 20.
- 21.
- 22.
- 23.

- 24.
- 25.
- 26.
- 27.

EXHIBIT A

PROGRAM AND FEES

Type of Program:

Instructional/Intervention

Sub-Category of Program:

Summer Programming

FEES

The Customer will be utilizing the following funding sources: Other-Oregon Summer Learning Grant

The Customer shall pay Provider on the following basis:

The Customer shall pay Provider on the following basis: a fixed Fee of \$52,748.51.49 for the provision of the Services over the Term.

Summer Journey Services	
Number of Students:	50
Group Size:	10 for 2 groups, 15 for 2 groups
Number of Groups:	4
Hours per Day per Group:	7
Number of Days:	12
Curriculum:	AchieveLiteracy for 40 students AchieveMath for 40 students EmpowerU Summer for 40 students Apex for 10 students Robotics or STEM or STEAM for 40 students
Total Year 1 Price:	\$52,748.51

EXHIBIT B

REQUIRED PUBLIC CONTRACTING TERMS

1. General Applicability

- 1.1. This Exhibit B, including all schedules hereto, ("Exhibit A") is part of the documents comprising the whole contract (the "Agreement") between Provider and Customer, and all provisions of this Exhibit B (the "Required Terms") are hereby incorporated by reference into the Agreement. By executing the Agreement, Provider accepts and agrees to be bound by the Required Terms throughout its performance under the Agreement, and any and all of the services to be performed thereunder. In the event of any conflict between the Required Terms and any other provision of the Agreement and its constituent documents, the Required Terms shall control.

2. Compliance with Applicable Laws

- 2.1. **Compliance with Laws Generally.** Provider shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Customer and the Agreement. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974 ("FERPA"), (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Customer's performance under the Agreement is conditioned upon Provider's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
- 2.2. **Maximum Hours of Labor on Public Contracts.** Pursuant to ORS 279B.020, no person will be employed to perform services under this Agreement for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform services under this Agreement shall be paid at least time and a half pay for legal holidays specified in a collectively bargaining agreement or in ORS 279B.020(1)(b), and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.
- 2.3. **Anti-Discrimination.** Provider certifies that Provider has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212, codified at ORS 279A.112) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Provider agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term. Provider's failure to maintain such policy and practice constitutes a breach entitling Customer to terminate this Agreement for cause.

- 2.4. **Pay Equity.** As required by ORS 279B.235, Provider shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Provider's compliance with this section is a material term of this Agreement, and Provider's failure to comply constitutes a breach entitling Customer to terminate this Agreement for cause.

As required by ORS 279B.235, Provider may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- 2.5. **Declaration and Certification as to Conflict of Interest.** Provider by execution of this Agreement declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Provider or any Provider Personnel who will perform Services under this Agreement, and (ii) in the event that Provider or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the federal agency for which Provider or its personnel work or are employed prohibit Provider or its personnel from providing the Services under this Agreement.
- 2.6. **Responsible for Taxes.** Provider is responsible for all federal and state taxes applicable to compensation and other payments paid to Provider under this Agreement and, unless Provider is subject to backup withholding, Customer will not withhold from such compensation and payments any amount to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Provider under this Agreement, except as a self-employed individual.
- 2.7. **Compliance with Tax Laws.** Provider shall, throughout the duration of this Agreement, comply with all tax laws of the State of Oregon (the "State") and all applicable tax laws of any political subdivision of the State. Any violation of this section or of Provider's warranty in Section 5.1(vi) of this Exhibit B constitutes a material breach of this Agreement. Any violation of this section entitles Customer to terminate this Agreement, to pursue and recover damages that arise from the breach and the termination of this Agreement, and to pursue all other remedies available under this Agreement, at law, or in equity.

For purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed by Provider; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State or a political subdivision, including (i) garnishing Provider's compensation under this Agreement or (ii) exercising a right of setoff against Provider's compensation under this Agreement for any amounts that may be due and unpaid to the State or its political subdivisions for which the Department of Revenue collects debts.

- 2.8. **Foreign Contractor.** If Provider is not domiciled in or registered to do business in the State, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Agreement. Provider shall demonstrate its legal capacity to perform the Services under this Agreement in the State o before entering into this Agreement.
- 2.9. **Disclosure of Tax Identification Number.** Provider shall provide Provider's federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Tax ID numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.
- 2.10. **Recycling.** To the maximum extent economically feasible in the performance of the Agreement, Provider shall use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

3. Provider's Proprietary Information; Oregon Public Records Laws

- 3.1. Customer will use reasonable efforts to maintain the confidentiality of any proprietary information received from Provider and will not use such proprietary information except to fulfill its obligations under this Agreement and applicable state and federal law. Provider acknowledges and agrees that any obligation of Customer to maintain the confidentiality of Provider's proprietary information is conditioned by and subject to Customer's obligations under the Oregon Public Records Laws, including ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355, and the provisions for the custody and maintenance of public records, ORS 192.005 – 192.170.
- 3.2. Provider's proprietary information is any information marked or designated in writing by Provider as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within 10 (ten) Calendar Days of disclosure.
- 3.3. Customer may disclose and provide copies of Provider's proprietary information to the extent disclosure is required by the Oregon Public Records Law (including ORS 192.311 to 192.478). If Customer receives from a third party any request under the Oregon Public Records Law for the disclosure of Provider's proprietary information, Customer will notify Provider within a reasonable period of time of the request. Provider is exclusively responsible for defending Provider's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while Customer is not required to actively assist Provider in opposing disclosure of proprietary information, Customer will cooperate in good faith to the extent reasonably practicable with Provider's efforts to protect its proprietary information.
- 3.4. The confidentiality obligations imposed by this Section 3 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Agreement without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Provider's proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Customer is required to disclose Provider's proprietary information under clause (v), Customer will first give Provider

notice and provide such information as may reasonably be necessary to enable Provider to take action to protect its interests.