

FROM THE CHARTER SCHOOL  
AGREEMENT - 15 APRIL 2005  
BTWN SCIO SD. & CONNECTIONS  
ACADEMY

10.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

10.2.3 Providing required services, if any, to academically low achieving students.

10.2.4 Implementing the state-required assessments as provided in ORS 338.115(1)(L).

10.2.5 Surveying its student population for eligibility for free and reduced meals (FARM) under federal and state law if it elects to utilize these funds for the provision of services to its students.

**10.3 Participating in District Extracurricular Activities.** Charter School students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident Charter School students must comply with applicable OSAA rules before being eligible to participate in extracurricular activities in another District school. The District shall not be responsible for providing transportation for a Charter School student to and from an extracurricular activity, but a Charter School student may use the District's existing bus lines, as long as space is available, for such purpose.

**10.4 Annual Report; Annual Evaluation.** The Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(1) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. Because of the small number of students in the Charter School, test results may be reported in such a manner as to best protect the confidentiality of an individual student's scores. The Charter School may, at its option, elect to contract with an evaluator to conduct an evaluation of the Charter School, in which case a copy of the evaluation shall be provided to the District.

## 11. School Facility.

ORCA may elect to provide and maintain in good working order one or more facilities that shall be designated as the administrative office of the Charter School. The Principal and other administrative staff shall be located in the administrative office. Teachers may be located full or part-time in the administrative office or in their homes. Access to such office shall be ADA compliant. The location of the administrative office will be approved by the District. In addition, in the event that this Agreement is terminated for cause prior to its expiration, the lease may be assigned to the District with the mutual consent of both parties, subject to landlord approval if such approval is required. Subject to ORS 338.105(6), any capital equipment or furniture and fixtures may be purchased by the District at the then current book value. Should the District terminate this Agreement without cause, the District agrees to assume any lease obligations for facilities leased by ORCA, subject to landlord approval.

operating  
in another  
district?

→ this is  
a trace

FROM THE PROFESSIONAL SERVICES  
AGREEMENT BTWN  
OREGON CONNECTIONS ACADEMY  
& THE CONNECTIONS ACAD. LLC.  
(7 July 2005)

- 1.17 "Teachers" are persons who provide educational instruction to Students.
- 1.18 "Term" shall have the meaning set forth in Section 6 of this Agreement.

2. Educational Services to be Provided by CA.

CA shall provide the following Educational Services, which shall not be substantially altered without prior approval by the Governing Board:

2.1 Instructional Materials.

(a) Materials and courses as described in the Charter Application and the Student Handbook, as approved by the Governing Board of the Charter School. The list of materials and courses will be updated annually and will meet the requirements of the Charter School Law.

(b) Reusable materials: Certain materials shall be designated by CA as nonconsummable. Such materials are the property of CA and are to be returned upon the termination of this Agreement or when a Student is no longer Enrolled, whichever is sooner. The Charter School is not responsible for the collection of any reusable materials or any failure to return materials. CA agrees to notify the Charter School and the Chartering Authority concerning any Student with an outstanding obligation as a result of a failure to return materials. If requested by the Charter School or the Chartering Authority, CA agrees to also provide notice to the Student's resident district and to request that information concerning the outstanding obligation be entered into the Student's record in a manner consistent with the failure to return the resident school district's property.

2.2 Personalized Learning Plan Protocol. A Personalized Learning Plan ("PLP") for each Student substantially in the form attached as Exhibit 4, and incorporated herein by reference.

2.3 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Oregon's standardized tests including: (a) a placement evaluation; (b) a skills assessment for grades 3 and higher, administered twice a year designed to measure annual progress; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student's progress as shall be mutually agreed upon by the Charter School and CA; (d) Progress Reports that shall be prepared for each Student at least quarterly and shall be substantially in the form attached as Exhibit 5.

2.4 Standardized Tests. All Students shall be required to participate in the State of Oregon's standardized tests to the same extent as students enrolled in any other Oregon public charter school. CA shall be responsible for establishing an accessible location for testing by each Student that shall generally be no more than fifty (50) miles from the Student's residence and CA shall establish and administer the procedures necessary for the delivery of such tests.

2.5 Administrative Staff. CA shall employ one or more persons who shall be designated as the school "Principal" along with other administrative staff as approved by the Charter School. CA will provide for all human resources services including recruiting, payroll, benefits administration, supervision and liability insurance for administrative staff. The Principal shall aim to build consensus

9 **Confidential and Proprietary Information.**

The Governing Board acknowledges that the programs, courses, assessments, individual lesson plans, and techniques for preparation of Personalized Learning Plans of CA and its vendor(s) are proprietary in nature and the confidential and exclusive property of CA and its vendor(s). The Governing Board's access to this proprietary information is for the limited purpose and use as instructional material and monitoring of CA. Such access shall be revoked and all proprietary information returned upon termination of this agreement. The Governing Board has no right, by virtue of this Agreement or otherwise, or to disclose the content of such property, except upon prior written approval from an officer of CA. The PLP will become student educational record and treated as a Student Record.

9.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the Governing Board, its employees, agents or assigns, agrees to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same without prior approval.

9.3 Each party further agrees to use all reasonable efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter. Neither party shall disclose or utilize proprietary information or materials to any person for any reason without prior written approval by the other party. Both parties acknowledge that unauthorized disclosure of proprietary and confidential information may cause irreparable harm and may entitle the damaged party to injunctive relief in a court of competent jurisdiction.

Notwithstanding the foregoing, the Governing Board shall be permitted to make such disclosures, and CA shall make such information and facilities available, to Oregon's regulatory authorities and any other person as is required for the Governing Board and the Chartering Authority to comply with applicable laws and regulations, and in accordance with section 2.17.

10 **Indemnification.**

To the extent not covered by insurance or barred by any state legislation, CA shall defend, indemnify and hold the Governing Board, the Chartering Authority and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Governing Board, the Chartering Authority and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by CA, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Governing Board or Chartering Authority member, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of CA and shall survive the termination of this Agreement. CA shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

To the extent not covered by insurance or barred by any state legislation, the Charter School shall defend, indemnify and hold CA and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which CA and