

**AMENDED AND RESTATED
BYLAWS
OF
SIUSLAW VALLEY CHARTER SCHOOL**

ARTICLE I: NAME OF CORPORATION

Section 1.1 Name. The name of the corporation is Siuslaw Valley Charter School (hereinafter “Corporation” or “School”). The Corporation is incorporated as a public benefit corporation according to its Nonprofit Articles of Incorporation as originally filed and registered with the Secretary of State of the State of Oregon on March 30, 2022. The Corporation is organized and shall be operated at all times to comply with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the Oregon Nonprofit Corporation Act, ORS Chapter 65, the Public Charter School laws, ORS Chapter 338, and any other federal, state and local laws to qualify for nonprofit, tax-exempt status and as a public charter school in Oregon.

Section 1.2 Charter School Contract. The Corporation has entered into a Charter School Contract with the Siuslaw School District (“District”) to operate the School. The School operates under the provisions of the Public Charter School laws, ORS Chapter 338, and the Charter School Contract. These Bylaws shall not conflict with the Charter School Contract.

Section 1.3 Offices. The principal office of the Corporation shall be located in the state of Oregon. The Corporation may have such other offices, either within or without the state of Oregon, as the Board may determine or as the affairs of the Corporation require from time to time.

**ARTICLE II: PURPOSES, OBJECTIVES, AND GOVERNING
INSTRUMENTS**

Section 2.1 Charitable, Educational, and Scientific Purposes and Powers. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable or educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended. In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws. The specific purposes of the Corporation are to open, maintain, and ensure the longevity of one or more charter schools and to ensure the youth of our community the opportunity to obtain a classical education. The assets and income shall only be used to promote these corporate purposes.

Section 2.2 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and these Bylaws.

Section 2.3 Nondiscrimination Policy. The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.4 Limitations on Activities. No part of the activities of the Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

ARTICLE III: MEMBERSHIP

The Corporation shall have no members.

ARTICLE IV: BOARD OF DIRECTORS

Section 4.1 Powers and Duties. Subject to the provisions of law, its Articles of Incorporation and these Bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board of Directors (“Board”) shall have the control and management of the business affairs of the Corporation and shall exercise all the powers that may be exercised by the Corporation, unless delegated.

Section 4.2 Delegation. The Board by a majority vote of the directors may delegate some or all of its powers to a person, persons, or committee as set forth in these Bylaws.

Section 4.3 Qualification and Legal Duties. All directors must be individuals. Directors need not be residents of the State of Oregon. ORS 65.357 requires a director on a board of a nonprofit corporation to discharge the duties of a director, including the director’s duties as a member of a committee (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner the director reasonably believes to be in the best interests of the corporation. Since the School is a public body and the members of the Board are members of a governing body of the public body, directors are also required to act in accordance with ORS 244 (Oregon Government Ethics).

Section 4.4 Number of Directors. The number of directors shall be fixed by the Board, but such number shall not be less than five (5) and more than nine (9) directors. The number of Directors may be increased or decreased from time to time by resolution of the Board. No decrease in numbers shall have the effect of shortening the term of any director. In the event that the number of directors is increased and new directors are appointed, the term will extend to the next annual meeting of the directors.

Section 4.5 Election of Directors. Directors shall be elected by the Board by majority vote at the annual meeting. The Board may vote to add a director to the Board at a date other than the annual meeting by declaring a vacancy as further described in Section ____.

Section 4.6 Term of Office. Each director shall serve a term of two (2) years or until a successor has been elected, designated or appointed and qualifies, or until there is a decrease in the number of directors. Directors shall be limited to six (6) consecutive terms. In order to provide continuity on the Board, director's terms may be staggered so approximately one-half of the director positions expire at each annual meeting.

Section 4.7 Compensation. Directors shall serve without compensation. Directors may receive reasonable advancement or reimbursement of expenses incurred in the performance of their duties provided the Board approves such expenses, including those reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding as further described in Section ____.

Section 4.8 Removal. The Board shall have the power to remove any director for cause by the vote of a majority of the Board.

Section 4.9 Resignation. Any director may resign from office at any time by delivering a resignation in writing to the President of the Board, and the acceptance of the resignation shall not be necessary to make the resignation effective. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board.

Section 4.10 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Board at any meeting. A director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.11 Conflict of Interest.

- 1) Generally, directors are public officials subject to applicable laws governing public officials, including ORS Chapter 244. Directors are also subject to ORS Chapter 65 (the Oregon Nonprofit Corporation Act), governing standards of care for directors and director conflicts of interest. All directors shall comply with the foregoing laws in addition to the terms of these Bylaws.
- 2) A transaction in which a director of this Corporation has a conflict of interest may be approved:
 - a) By the vote of the Board or a committee of the Board if the material facts of the transaction and the director's interest are disclosed or known to the Board or a committee of the Board; or
 - b) By obtaining approval of the:
 - i) Oregon Attorney General; or
 - ii) The circuit court in an action in which the Oregon Attorney General is joined as party.

- 3) A conflict of interest transaction is a transaction with the Corporation in which a director of the Corporation has a direct or indirect financial or other interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction is fair to the Corporation at the time it was entered into or is approved as provided in Subsection 2 of this Section.
- 4) For the purposes of this Section, a director of the Corporation has an indirect interest in a transaction if:
 - a) Another entity in which the director, or a member of the director's family, has a current or potential material ownership, investment or other pecuniary interest is a party to the transaction; or
 - b) Another entity of which the director is a director, officer or trustee is a party to the transaction, and the transaction is or should be considered by the Board of the Corporation.
 - c) The director has a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 5) For purposes of subsection 2 of this Section, and in accordance with subsection 7 of this Section, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the directors on the Board or on the committee who have no direct or indirect interest in the transaction. A transaction may not be authorized, approved or ratified under this Section by a single director. If a majority of the directors, who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subparagraph 2(a) of this Section if the transaction is otherwise approved as provided in subsection 2 of this Section.
- 6) After disclosure of a direct or indirect material interest and all material facts relating thereto, and after any discussion with the interested Board member, the Board may require the interested Board member to leave the meeting of the Board or committee while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists. In the event that the Board determines that a conflict of interest exists, the interested director shall be allowed to make a presentation at the meeting of the Board or committee, but after the presentation, the Board may require the interested director to leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- 7) The Board or committee, shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement in which a conflict of

interest exists. After exercising due diligence, and where appropriate, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by majority vote of the disinterested director whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Corporation shall make its decision as to whether to enter into the transaction or arrangement.

ARTICLE V: MEETINGS

Section 5.1 Annual Meeting. A meeting of the Board shall be held annually at such place, on such date, and at such time as may be fixed by the Board, for the purpose of electing directors, and for the transaction of such other business as may be brought before the meeting.

Section 5.2 Regular Meetings. Regular meetings of the Board may be held at such times as the Board may from time to time determine with public notice given in accordance with Section ____.

Section 5.3 Special Meetings. Special meetings of the Board may be called at any time by the President or by a majority of the directors then in office with public notice given in accordance with Section ____.

Section 5.4 Emergency Meetings. On rare occasions, the Board may need to call an emergency meeting. The Board will take all reasonable steps to provide notice of such meetings and will ensure that notice and procedure for such meetings comply with Oregon's Public Meetings Law.

Section 5.5 Executive Sessions. The Board may hold an executive session during a regular, special, or emergency meeting only in accordance with ORS 192.660 with public notice given in accordance with Section ____.

Section 5.6 Notice of Meetings. The Board shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings, in accordance with Oregon Public Meetings Law. The notice shall also include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of the Board to consider additional subjects. If an executive session only will be held, the notice shall be given to the Board, to the general public and to news media which have requested notice, stating the specific provision of law authorizing the executive session. No special meeting shall be held without at least 24 hours' notice to the Board, the news media which have requested notice and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice. To the extent allowed by law, notice of a

special meeting of the Board may be fulfilled by electronic mail or such other form of electronic communication whereby directors either directly or indirectly receive notice of the meeting. If mailed via the U.S. Postal Service, such notice shall be deemed to be delivered on the earlier of the date of receipt or five days after being deposited in the United States mail in a postage prepaid, sealed envelope appropriately addressed to said director. If sent via electronic mail or other form of electronic communication, such notice shall be deemed to be delivered on the day such electronic communication is sent. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice for such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened

Section 5.7 Place of Meeting. Meetings shall be held at the Corporation's principal place of business unless otherwise stated in the notice. The Board may not meet in a place inaccessible to persons with disabilities, or, upon request of a person who is deaf or hard of hearing, to fail to make a good faith effort to have an interpreter for persons who are deaf or hard of hearing provided at a regularly scheduled meeting. the Board may permit any or all directors to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during this meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting. All Board meetings, excluding executive sessions, must provide to members of the general public, to the extent reasonably possible, an opportunity to access and attend the meeting by telephone, video or other electronic or virtual means.

Section 5.8 Quorum. At any meeting of the Board, a majority of the directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the directors present may adjourn the meeting to another time and place, without further notice other than announcement at such meeting, until a quorum shall be present. If a quorum is present at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation of less than a quorum.

Section 5.9 Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker. Where the law requires a majority vote of the Directors in office to establish committees to exercise Board functions, to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, or to dissolve, or for other matters, such action is taken by that majority as required by law.

Section 5.10 Telephone/Electronic Mail Meetings/Online Meetings. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone, electronic mail, online conferencing (i.e., Skype, GoToMeeting) or similar communications equipment by means of which all persons in the meeting can simultaneously hear or read each other's communications, or all communications during the meeting are immediately transmitted to each participating Director, and each participating Director is able to immediately send

messages to all other participating Directors. Such participation in a meeting shall constitute presence in person at the meeting. Directors shall be notified of the forum in which the meeting will be conducted. All meetings conducted electronically shall be conducted strictly in accordance with Oregon Public Meetings Law.

Section 5.11 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees. Each duly designated and appointed committee shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation and shall carry out such responsibilities and functions as are assigned to it by the Board of Directors, except those items prohibited by ORS 65.354. Only a Director may serve as a voting member of a committee that is authorized to exercise the authority of the Board of Directors. All other committees shall serve in an advisory capacity to the Board of Directors and may not exercise the authority of the Board of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon him or her by law. The Executive Committee will consist of all officers then in office. No committee, including the executive committee, may do any of the following:

- A. authorize distributions;
- B. approve or recommend to the Board of Directors dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets;
- C. elect, appoint or remove Directors or fill vacancies on the Board or on any of its committees; or
- D. adopt, amend or repeal the articles or Bylaws.

Each member of a committee shall continue as such until the next regular annual meeting of the Directors of the Corporation and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. One member of each committee shall be appointed chair by the person or persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution of the Board of Directors designating a committee and except as provided in Section 1, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. At least two of the committee members present must then be members of the Board of Directors. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present, and shall not be subject to the provisions of the Oregon Nonprofit Corporation Act governing meetings, action without meetings, notice and waiver of notice, and quorum and voting

requirements of the Board of Directors. The Board of Directors may, from time to time, request such committees to provide the Board with a full and complete report when required. All committees shall comply with Oregon Public Meetings Law to the extent such committee is considered to be a governing body of a public body under the Oregon law.

ARTICLE VI: OFFICERS

Section 6.1 Election and Qualifications; Term of Office. The officers of the Corporation shall be a President, one or more Vice-Presidents (as determined by the Board), a Secretary, and a Treasurer. Two or more offices may be held by one person. The President may not serve concurrently as a Vice President. The officers shall be elected annually by the Board at the first meeting of the Board, immediately following the annual meeting. Each officer shall serve a one-year term or until a successor has been elected and qualified.

Section 6.2 Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

Section 6.3 Chairperson of the Board. The Chairperson of the Board, if there be such an office, shall, if present, preside at all meetings of the Board, and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board.

Section 6.4 Powers and Duties of the President. The President shall be the Chief Executive Officer of the Corporation and the Chairperson of the Board. Subject to the control of the Board, the President shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board. The President may sign, with the President or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6.5 Powers and Duties of the Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board .

Section 6.6 Powers and Duties of the Secretary. The Secretary shall: (a) prepare the minutes of the Board's meetings and keep them in one or more books provided for that purpose; (b) authenticate such records of the Corporation as shall from time to time be required; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation, if any, and see that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (e) keep a register of the post office

address of each director; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board.

Section 6.7 Powers and Duties of the Treasurer. The Treasurer shall have overall responsibility for all corporate funds. The Treasurer shall perform, or cause to be performed, the following duties: (a) maintenance of full and accurate accounts of all financial records of the corporation; deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board; (c) disbursement of all funds when proper to do so; (d) presentation of financial reports as to the financial condition of the corporation to the Board; and € any other duties as may be assigned to the Treasurer by the President or the Board.

Section 6.8 Executive Director. An Executive Director may be retained as an independent contractor or an employee by the Board and shall be responsible to the Board. The Board shall supervise and otherwise direct the activities of the Executive Director. The Executive Director shall be a member of all committees appointed by the President but without a vote. The Board shall prescribe the duties and responsibility of the Executive Director. In the event the Executive Director is also a member of the Board, this Section shall not limit the Executive Director's right to fully participate in the governance of the Corporation as a member of the Board including but not limited to the right to vote and serve on committees of the Board.

Section 6.9 Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any officer to any other Officer or to any director or directors.

Section 6.10 Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the directors in office at any meeting of the Board.

Section 6.11 Resignation. Any Officer may resign his or her office at any time. Such resignation will be made in writing and take effect immediately without acceptance by the Corporation.

ARTICLE VII: SHARES OF STOCK AND DIVIDENDS

The Corporation shall not have or issue shares of stock. No dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. The Corporation may pay compensation in a reasonable amount to its Directors or officers for services rendered as provided by the articles, other provisions of these Bylaws, or resolution of the Board of Directors.

ARTICLE VIII: BANK ACCOUNTS, CHECKS, CONTRACTS, AND INVESTMENTS

Section 8.1 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes or other evidence of indebtedness.

Section 8.2 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 8.3 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds, or other securities, as the Board may deem desirable.

Section 8.4 Loans to Directors Prohibited. No loan shall be made by the Corporation to its directors or officers. The directors of the Corporation who vote for or assent to the making of a loan to a director or officer of the Corporation, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof. Any director against whom a claim shall be asserted under or pursuant to this Article VII shall be entitled to contribution from the other directors who voted for the action upon which the claim is asserted. To the extent that any director is required to pay such claim, that director shall be subrogated to the rights of the Corporation against the debtor on the loan.

ARTICLE IX: ARTICLE BOOKS AND RECORDS

Section 9.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the Corporation may be inspected by any director, or his/her agent or attorney, for any proper purpose at any reasonable time. The Corporation shall comply with Oregon Public Records law (ORS 192.311 to 192.478).

Section 9.2 Financial Statements. At the close of each taxable year the directors shall engage an accountant to prepare a financial statement for the Corporation.

ARTICLE X: FISCAL YEAR

The fiscal year of the Corporation shall be a fiscal year commencing July 1 and ending June 30 of each year.

ARTICLE XI: INDEMNIFICATION

Section 11.1 Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 11.2 Additional Indemnification.

- (a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the “Indemnitee”) from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys’ fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee’s fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

- (b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnatee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnatee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.
- (c) Promptly after receipt by the Indemnatee of notice of the commencement of any action, suit or proceeding, the Indemnatee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnatee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnatee notifies the Corporation of the commencement thereof:
 - (i) The Corporation will be entitled to participate therein at its own expense; and,
 - (ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnatee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the

Indemnatee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii). Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d). In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit, or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnatee's written certification together with a copy of the statement paid or to be paid by the Indemnatee shall constitute satisfactory evidence as to the amount of such expenses.

(e). The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's Bylaws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 11.3 Limitation. No amendment, modification or rescission of this Article VII shall be

effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

The corporation will indemnify to the fullest extent not prohibited by law any person who is made, or threatened to be made, a party to an action, suit, or other proceedings by reason of the fact that the person is or was a Director, officer, employee, volunteer, or agent of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (or its corresponding future provisions" with respect to any employee benefit plan of the corporation. No amendment of this Article that limits the corporation's obligation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. The corporation shall interpret this indemnification provision to extend to all persons covered by its provisions the most liberal possible indemnification – substantively, procedurally, and otherwise.

ARTICLE XII: DISSOLUTION

Upon the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, and after distributing those assets purchase with public funds as required by ORS 338.105, and subject to the terms and conditions set forth in any charter agreement with a sponsoring school district, dispose of all of the assets of the Corporation, if any, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization by the Internal Revenue Code of 1986, or organizations exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIII: AMENDMENTS

These Bylaws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the directors then in office. The notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment(s).

ARTICLE XIV: CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The Corporation shall not have a corporate seal. All instruments that are executed on behalf of

the Corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice President and the Secretary or Treasurer. All other instruments executed by the Corporation, including release of mortgage or lien, may be executed by the President or any Vice President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board.

ARTICLE XV: CONSTRUCTION

In the case of any conflict between the Articles of Incorporation of the Corporation and these Bylaws, the Articles of Incorporation of the Corporation shall control.

We certify that the foregoing is a true and correct copy of the Bylaws of the Corporation, duly adopted by the Board of Directors on _____.

By: _____ Date: _____
Kay King, President

By: _____ Date: _____
Donna Heinen, Secretary

STATE OF OREGON
CORPORATION DIVISION
255 Capitol Street NE
Salem, OR 97310-1327

Registry No. 1949678-90

**RESTATED ARTICLES OF INCORPORATION
OF
SIUSLAW VALLEY CHARTER SCHOOL**

1. Name of the company: Siuslaw Valley Charter School
2. A copy of the Restated Articles of Incorporation is attached.
3. The Restated Articles contain amendments which require director approval. The date of the approval of the Restated Articles was August __, 2025.

The vote of the directors was as follows:

Number of directors entitled to vote:	-
Number of votes cast:	-
Number of votes needed for quorum:	-
Number of votes cast for:	-
Number of votes cast against:	0

Kay King, President

Person to contact about this filing:

Matthew D. Lowe, Attorney
Jordan Ramis PC
1211 SW 5th Avenue, 27th Floor
Portland, OR 97204
(503) 598-7070

**RESTATED ARTICLES OF INCORPORATION
OF
SIUSLAW VALLEY CHARTER SCHOOL**

ARTICLE I

The name of this nonprofit corporation is Siuslaw Valley Charter School (the “Corporation”).

ARTICLE II

This Corporation is a public benefit corporation.

ARTICLE III

The Corporation shall have no members.

ARTICLE IV

The Corporation is organized for the following purposes:

A. To operate one or more public charter schools in the State of Oregon under Chapter 338 of the Oregon Revised Statutes or the corresponding section of any future Oregon statute, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986;

B. Notwithstanding any other provision in this Article IV, the corporation is organized exclusively for charitable, religious, educational, and/ or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor provision.

ARTICLE V

The limitations on the Corporation include:

A. The Corporation shall have no capital stock, and no part of its net earnings shall inure to the benefit of any director, officer, or member of the Corporation, or any private individual;

B. No director or officer of the Corporation or any private individual shall be entitled to assets upon dissolution of the Corporation or winding up its affairs.

C. Upon the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, and after distributing those assets purchase with public funds as required by ORS 338.105, dispose of all of

the assets of the Corporation, if any, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization by the Internal Revenue Code of 1986, or organizations exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

D. Notwithstanding any other provisions of these Articles, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as now stated, or as it may be hereafter amended.

ARTICLE VI

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, no trustee, director or officer of the Corporation shall be personally liable to the Corporation or its members, if any, for monetary damages for conduct as a trustee, director or officer. Without limiting the generality of the foregoing, if the provisions of the Oregon Nonprofit Corporation Act are amended after this Article VI becomes effective, to authorize corporate action further eliminating or limiting the personal liability of trustees, directors or officers of the Corporation, then the liability of trustees, directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended. No amendment or repeal of this Article VI, nor the adoption of any provision of these Articles inconsistent with this Article VI, nor a change in the law, shall adversely affect any right or protection that is based upon this Article VI and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VI unless the change in law specifically requires such reduction or elimination.

ARTICLE VII

A. The Corporation shall defend and otherwise indemnify, to the fullest extent permitted by the Oregon Nonprofit Corporation Act, any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that the person is or was a director, trustee, officer, employee or agent of the Corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Corporation, or serves or served at the request of the Corporation as a director, trustee, officer, employee or agent, or as a fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust, or other enterprise.

B. In addition, the Corporation shall pay for or reimburse any reasonable expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the Oregon Nonprofit Corporation Act.

C. Indemnification provided hereunder shall continue to cover any director, officer, trustee, employee or agent after such person ceases to serve in said capacity and shall inure to the benefit of such person's heirs, executors and administrators.

D. The right to indemnification conferred by this Article VII shall be considered a contract right between the Corporation and any such person entitled to indemnity hereunder.

ARTICLE VIII

The number of directors shall be determined as specified or fixed in accordance with the Bylaws. A director shall serve until a successor is elected and duly qualified.

ARTICLE IX

The affairs of the Corporation shall be managed by a Board of Directors which shall be constituted and have such powers as provided for in the Bylaws.

ARTICLE X

The name of the registered agent for the Corporation is Maurice Chuck Trent. The street address of the registered agent is 83421 Highway 101, Florence, Oregon 97439.

ARTICLE XI

The mailing address of the Corporation is: 524 Laurel Street, Florence, Oregon 97439.

Kay King, President

Person to contact about this filing:
Matthew D. Lowe, Attorney
Jordan Ramis PC
1211 SW 5th Avenue, 27th Floor
Portland, OR 97204
(503) 598-7070



SIUSLAW VALLEY CHARTER SCHOOL

NOTICE OF PUBLIC HEARING (EXEMPTION FROM COMPETITIVE BIDDING)

The Siuslaw Valley Charter School (the “School”) Board of Directors, acting as the School’s Local Contract Review Board, will hold a virtual public hearing on exempting the School from the competitive bid requirements for a public improvement project, utilizing a Request for Proposal for the selection of a Construction Management/General Contractor for the School’s renovation of an existing facility for educational services on August 14, 2025 at 4:00 p.m. The link to the virtual public hearing is <https://zoom.us/j/98156641955?pwd=XxJdA10aRFvwsIm4kp3uLljogiNObN.1&from=addon>, and any members of the public who require special accommodation to attend may submit a request to info@siuslawvalleycharterschool.com. The purpose of the public hearing is to provide an opportunity for any interested party to appear and comment on the School’s draft findings in support of an exemption from competitive bidding under ORS 279C.335. The School is requesting the exemption from competitive bidding to allow the use of an alternative procurement method known as Construction Management/General Contractor (CM/GC). Copies of the draft findings are available by contacting info@siuslawvalleycharterschool.com. Written comments may be submitted to info@siuslawvalleycharterschool.com by 12:00p.m. on the day of the public hearing.



RESOLUTION NO. 8-14-2025

A RESOLUTION ADOPTING FINDINGS IN SUPPORT OF AND EXEMPTING THE SIUSLAW CHARTER SCHOOL RENOVATION PROJECT FROM COMPETITIVE BIDDING

WHEREAS, Oregon Revised Statutes (“ORS”) Chapter 279C and the Oregon Administrative Rules (“OAR”) Chapter 137, Division 49 generally require a competitive bidding process for a public improvement contracts, unless a statutory exception applies, a class of contracts has been exempted from the competitive bidding process, or an individual contract has been exempted from the competitive bidding process;

WHEREAS, ORS 279C.335(2) and OAR 137-049-0620(1) allow exemptions to the general requirement for competitive bidding up a local contracting agency’s approval of written findings;

WHEREAS, the Siuslaw Valley Charter School Board of Directors, serving as the School’s local contracting review board (the “Board”), seeks to exempt its Renovation Project (the “Project”) from the competitive bidding requirements and use a Construction Manager / General Contractor (“CM/GC”) alternative contracting method;

WHEREAS, the Board drafted findings (“Findings”) in support of and exempting the Project from the competitive bidding requirements in accordance with the criteria of ORS 279C.335(2):

- (a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and
- (b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings due to competition, operational, budget and financial data, public benefits, value engineering, specialized expertise required, market conditions, and technical complexity; and

WHEREAS, the Board, after due public notice, held a public hearing to receive comments on the draft findings for the exemption for the Project as required by ORS 279C.335(5) and OAR 137-049-0630(7);

WHEREAS, the Board determines that the exemption from the competitive bidding requirements will not encourage favoritism, will promote and encourage competition, and will likely result in substantial cost savings to the School for the reasons set forth in the Findings.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS;

1. The Board adopts and approves the Findings attached in Exhibit A to this Resolution.
2. The Board concludes that the Findings comply with the requirements of ORS 279C.335(2) and OAR 137-049-0630.
3. The Board directs the use of the Construction Manager/General Contractor alternative method of contracting for the procurement of the construction services for the School's Renovation Project.
4. This Resolution shall take effect upon adoption.

ADOPTED this 14th day of August 14, 2025.

AYES:

NOES:

ABSTAIN:

Kay King
Board President

Exhibit A

FINDINGS IN SUPPORT OF ALTERNATIVE CONTRACTING METHOD FOR THE RENOVATION PROJECT OF FACILITIES FOR SIUSLAW VALLEY CHARTER SCHOOL

I. Introduction

Use of Alternative Contracting methods, such as Construction Manager/General Contractor ("CM/GC"), is made possible under ORS Chapter 279C, which permits certain contracts or classes of contracts to be exempt from competitive public bidding under strict procedural safeguards. Like other alternative contracting methods, CM/GC has significantly different legal requirements than a typical design-bid-build project delivery method.

Pursuant to ORS 279C.335, a local contract review board may exempt specific contracts from traditional, competitive bidding by approving findings demonstrating that the alternative contracting process is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts and that awarding a public improvement contract under the alternative contracting process will likely result in substantial cost savings and other substantial benefits to the contracting agency. The Oregon Attorney General's Model Public Contract Rules provide for public notice and opportunity for the public to comment on draft findings in favor of an exemption before their final adoption.

ORS 279C.330 provides that: "findings" means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

- Operational, budget and financial data.
- Public benefits.
- Value engineering.
- Specialized expertise required.
- Public safety.
- Market conditions.
- Technical complexity.
- Funding sources.

II. Findings

A. **Operational, Budget, and Financial Data**

1. Background

The Siuslaw Valley Charter School ("SVCS" or the "School") is an Oregon public charter school operating pursuant to ORS Chapter 338 and under a Charter Agreement with Siuslaw 97J School District. As a public charter school, the School is required to comply with the Oregon Public Contract Code pursuant to ORS 338.115. Siuslaw

Valley Charter School is an Oregon nonprofit corporation DBA Whitmore Classical Academy: a tuition-free, public charter school opening to serve a unique population of students on the rural Oregon Coast. The school will be expanding opportunities for students and families with a high-quality Classical Education school option. The charter was approved by the Siuslaw 97J school district on 9/18/24. This is the first charter school in Florence, OR and Oregon's first public Classical Education school. Whitmore Academy will serve an educationally and socioeconomically disadvantaged population in alignment with the Siuslaw School District population. Uniquely, Florence is an official "Coast Guard City" and has Native American history. The school will open its doors for the 2026/2027 school year to 80 students with K-2. We will add classrooms and grades each year with the goal of 232 students K-5 by the end of year five.

The School is in the process of purchasing new permanent facilities at 3451 Highway 101 in Florence, OR (the "Facilities"), anticipated to be operational in the September 2026, to accommodate grades kindergarten through second grade. The School is in the process of procuring the Facilities, subject to financing, and land use and permit approval. The School needs a quick and cost-effective buildout of classroom and administrative space.

The Facilities need remodeling, seismic rehabilitation, and other improvements necessary to and commensurate with the use of the Facilities as a K-8 public school. Securing a guaranteed maximum price ("GMP") construction contract for the Project is a condition of the School's financing for its acquisition of the Facilities and must be accomplished by October 1, 2025. Accordingly, the School desires to solicit the services of a qualified CM/GC Contractor to provide pre-construction and construction services for the Project.

At 17,272 square feet the Facilities provide adequate space for the school's initial population as well as future growth or affiliated programs. Formerly housing a Rite-Aid retail store, plans for converting the Facilities into a school primarily involve interior improvements with no exterior changes to the landscaping, lighting, or building façade. The interior will require minimal demolition and approximately 16,000 square feet of tenant improvement, including classrooms, a large multipurpose/recess space, office spaces, and storage spaces. Some bathroom work will be required to add private stalls and additional fixtures. The building may require seismic retrofitting, including perimeter strapping, chord ties at the roof, anchors at the footings, and some angle bracing. Other possible seismic retrofitting may be needed after further evaluation. The school will open for students in September 2026 requiring the new facility to be move-in ready July 30, 2026. If necessary, construction may need to occur in two or more phases to accommodate students and staff while completing construction. Unless multiple phases are necessary, the facility will be unoccupied during construction.

Siuslaw Valley Charter School will engage a qualified architect to provide architectural and design services to provide structural engineering services for the Project. Siuslaw Valley Charter School will also retain consultants (as needed) and is working with legal counsel that have expertise and substantial experience in alternate contracting methods and to help negotiate, administer and enforce terms of the public improvement contract. The Siuslaw Valley Board of Directors (the "Board") is the school's local contract review board ("LCRB").

2. Budget and Financial Data

The Project funding will be from the Building fund, borrowing or a combination of existing funds and borrowing. The final Project budget will be developed in conjunction with setting the GMP with the CM/GC Contractor. The funding will be in compliance with local government budget law.

The integration of new improvements in an existing space with a limited budget will be a large challenge for the Project.

Using the Construction Management/General Contractor contracting method provides opportunities for cost saving in a variety of ways. The inherent flexibility and openness of the process allows Siuslaw Valley Charter School to more easily make appropriate changes as necessary to meet the project budget. The integration of the new spaces and systems into the existing building will present a large challenge.

The firm Guaranteed Maximum Price contract amount includes the expected cost to construct the project, the CM/GC Contractor's fee, and a contingency amount that the CM/GC Contractor believes should be available to cover changes to the proposed scope. The resulting CM/GC contract will establish, within the GMP amount, the allowable fees, allowances and Project costs of the Work. Under the CM/GC contracting method, any savings in Project costs will remain with the School.

B. Available Bidders

The number of available qualified and experienced bidders for a Project of this type is expected to be limited. The Project involves construction of a special purpose building, a public school. The Project involves renovation and seismic retrofitting of existing space. The integration of new and modern systems within the existing facility and materials in a manner that achieves the Project goals will be extremely challenging. The number of contractors who have past experience in work of this nature and adequate resources to successfully complete such a project is limited in number particularly in an isolated rural community.

C. Construction Budget

The amount of funds available to plan, design and construct the needed improvement to the Facilities is limited. The opportunity to get additional funds is not expected. The CM/GC contracting method is viewed by Siuslaw Valley Charter School as the best contracting method to achieve the necessary construction within the limited funding and timeframe available. The requirement to have a GMP in place by October 1, 2025 to secure funding also encourages the use of a CM/GC Contractor due to the limited time available.

D. Public Benefit

The Project is needed to accommodate public school services to a growing student body for the foreseeable future and to house all its students and staff in a single building.

E. Value Engineering

The CM/GC process provides many benefits and opportunities for cost savings, a process that will be necessary to achieve the desired improvements within the limits imposed by available funding and timeframe. System options and real-time cost estimates provided by the CM/GC throughout the constructability reviews will aid the Project and allows SVCS to make an informed cost-benefit tradeoff. During the Preconstruction phase, the CM/GC Contractor will be evaluating the budget and making suggestions for cost-saving changes and value enhancements. The CM/GC Contractor will evaluate major systems and make design recommendations to the Project team about which systems are most cost-effective both in purchase price and installation, and for long term maintenance and operations.

The CM/GC Contractor also identifies whether Project sequencing is viable and design elements can be built as drawn. All these beneficial actions by the CM/GC Contractor will improve design, expedite construction and

eliminate the potential for costly change orders. The benefits of value engineering are not available with the traditional competitive low-bid process.

F. Specialized Expertise Required

Renovating older buildings, seismic retrofitting, constructing special purpose public buildings, and integrating newer construction and systems into existing older systems building and style is a challenge. The CM/GC Contractor ultimately will demonstrate experience and expertise in providing CM/GC services to public and/or private organizations under these challenging circumstances and will be well qualified in the area of repairing and renovating older buildings and integrating newer construction and systems into existing older systems.

The CM/GC selection process is based on qualifications, with price as factor. The fee is, however, less important than the overall qualifications and specialized expertise of the selected CM/GC Contractor. SVCS will benefit by acquiring a CM/GC Contractor who has established experience and specialized expertise to manage the Project. The traditional competitive low-bid process does not provide an opportunity for Siuslaw Valley Charter School to obtain the most qualified contractor with the specialized expertise needed for the Project within the time frame to open the school to students.

G. Public Safety

The Project will provide for safe public access and compliance with current seismic and ADA requirements. All work during the construction will be done in accordance with Oregon Occupational Safety and Health Administration (OR-OSHA) safety regulations. The CM/GC Contractor selected will be highly qualified and capable and show evidence of construction safety practices that are at the highest level of integrity. The CM/GC Contractor's input into work and trade sequencing, and construction methodologies can reduce issues related to safety and provides for close controls and related risk reductions on the site.

The CM/GC contracting method is a team approach and provides for a high level of responsibility and visible adherence to public safety. The CM/GC Contractor's performance on prior projects in satisfying these safety needs can be determined as part of SVCS's selection process. This determination is not available under the traditional competitive low-bid process.

H. Effect on Funding

The use of the CM/GC contracting method will allow SVCS the ability to meet the October 1, 2025 deadline required by the financier to have a GMP contract in place.

I. Market Conditions

The CM/GC contracting method is a modern construction delivery method used by both public and private organizations. The CM/GC Contractor is tasked with keeping the Project team up-to-date on the latest construction techniques and products. The CM/GC Contractor will inform the Project team of current market conditions, labor and materials availability, and construction methodologies that can reduce design and construction time and costs.

The CM/GC contracting method allows "fast track" construction to start while detailing structures, interiors, and systems at the same time as awarding site work, foundations, and long-lead items. Timing the

market for the various aspects of construction can result in cost savings and ultimately keeps the Project Team on a schedule. These fast-track benefits are not available under the traditional competitive low-bid process.

In addition, using the CM/GC contracting method allow for trades to become involved earlier in the process. The current market for construction services is becoming increasingly tight with substantial increases in material and labor costs for public and private construction projects. By allowing the involvement of trades earlier in the process, the CM/GC Contractor will be able to acquire and involve higher quality subcontractors, which will lead to higher quality product for SVCS and its students. Regardless, the CM/GC Contractor will be required, to the extent feasible, to bid the major subcontracts for the Project. These benefits are not available under the traditional competitive low-bid process.

J. Technical Complexity

The project has significant technical complexities which will be best addressed by a full team approach, with the CM/GC Contractor working with SVCS and the Architect to solve specific challenges identified during the pre-construction phase.

The Project is technically complex due to its integration with and into the existing Facility.

This Project also requires technical expertise and experience in special purpose construction involving public entities. The CM/GC contracting method enables SVCS to competitively select a prime contractor who has the necessary competence to deal with the technical complexities of this Project and can provide quality workmanship, dependable performance, fair and reasonable pricing and efficient management as a Project team member. Under the traditional competitive low-bid process the technical competence of the contractor is difficult to evaluate.

K. Funding Sources

The Project funding will be through Siuslaw Valley Charter Schools' Building Fund, borrowing or a combination of both. The Project budget will be developed in conjunction with setting the Guaranteed Maximum Price. Funds will be budgeted and appropriated in accordance with the Oregon's Local Budget Law. SVCS needs budget predictability and project efficiency. The CM/GC contracting method, with its negotiated contract price, will provide the necessary predictability.

The CM/GC contracting method provides the greatest cost controls for limited budgets and therefore benefits SVCS. The team approach, the schedule, the value analysis, and constructability reviews provide the ultimate in effective cost analysis. It is critical, and consistent with the spirit of collaboration encouraged throughout the process, that everyone on the Project team works towards a budget of which they can take ownership.

L. Unlikely to Encourage Favoritism or Diminish Competition

The School will select the CM/GC Contractor through a competitive process that fosters competition and focuses on qualifications and delivering the best value to the School with disregard to favoritism. The School will issue a Request for Proposal in a manner that will attract competition from qualified firms through advertisement and posting on OregonBuys. With respect to favoritism, the School will take prescriptive measures to assure an open competition. Strict adherence to pre-defined scoring criteria that will be included in the RFP will be followed. Scoring

criteria will be based on the experience of the CM/GC Contractor and project personnel; understanding of the technical and work requirements for the Project; approach for managing and minimizing Project risks; approach to safety; and consideration of professional design and/or construction management support costs or fees. Review of proposals and scoring will be performed by an Evaluation Committee. All reviewers shall follow the pre-defined scoring criteria.

M. Cost Savings

During the design phase prior to material and subcontractor selection, the CM/GC Contractor will provide value engineering and update cost estimate information. This cost estimating will assist final decision-making about the project scope, product quality and material finish. Using a CM/GC Contractor will allow more flexibility to develop, evaluate, and implement design changes with less impact on construction cost and time. Substantial cost savings are anticipated from the Project team approach that is utilized in the CM/GC contracting method because decision-making is based on cost effective and informed solutions. Progress reviews are frequent and diligent, thus resulting in fewer design corrections and change orders during construction. Additionally, the use of value engineering through cooperation among the architect, engineer, CM/GC Contractor and Siuslaw Valley Charter School is essential to project delivery on time and within budget. CM/GC Contractor's value engineering will reduce bid addenda, contract change orders and progress delays to help meet the tight time schedule for the Project. These savings are not realized under the traditional competitive low-bid process.

In addition, the CM/GC contracting method has been used in Oregon to renovate and expand public buildings on time and within the available funds. In short, the CM/GC contracting method has a proven track record of achieving successful results in Projects of this nature.

III. Summary

After careful consideration, Siuslaw Valley Charter School has found the Alternative Contracting Method of Construction Manager/General Contractor more appropriate than a traditional competitive low-bid process to meet the overall objectives for the Project.

The Project is technically complex due to its integration with and into the existing facility. The financing requires a GMP contract to be in place by October 1, 2025. The level of challenge and available budget will require a level of management and flexibility above that ordinarily available with traditional competitive low-bid public contracting. There are multiple firms with the experience and expertise in this type of work, so it is anticipated that there will be multiple proposals submitted on the project. The CM/GC contracting method offers the best opportunity for successfully managing the construction on budget and on time.



FINDINGS IN SUPPORT OF ALTERNATIVE CONTRACTING METHOD FOR THE RENOVATION PROJECT OF FACILITIES FOR SIU SLAW VALLEY CHARTER SCHOOL

I. Introduction

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II. Findings

A. Operational, Budget, and Financial Data

1. Background

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Siuslaw Valley Charter School will engage a qualified architect to provide architectural and design services to provide structural engineering services for the Project. Siuslaw Valley Charter School will also retain consultants (as needed) and is working with legal counsel that have expertise and substantial experience in alternate contracting methods and to help negotiate, administer and enforce terms of the public improvement contract. The Siuslaw Valley Board of Directors (the “Board”) is the school’s local contract review board (“LCRB”).

2. Budget and Financial Data

The Project funding will be from the Building fund, borrowing or a combination of existing funds and borrowing. The final Project budget will be developed in conjunction with setting the GMP with the CM/GC Contractor. The funding will be in compliance with local government budget law.

The integration of new improvements in an existing space with a limited budget will be a large challenge for the Project.

Using the Construction Management/General Contractor contracting method provides opportunities for cost saving in a variety of ways. The inherent flexibility and openness of the process allows Siuslaw Valley Charter School to more easily make appropriate changes as necessary to meet the project budget. The integration of the new spaces and systems into the existing building will present a large challenge.

The firm Guaranteed Maximum Price contract amount includes the expected cost to construct the project, the CM/GC Contractor's fee, and a contingency amount that the CM/GC Contractor believes should be available to cover changes to the proposed scope. The resulting CM/GC contract will establish, within the GMP amount, the allowable fees, allowances and Project costs of the Work. Under the CM/GC contracting method, any savings in Project costs will remain with the School.

B. Available Bidders

The number of available qualified and experienced bidders for a Project of this type is expected to be limited. The Project involves construction of a special purpose building, a public school. The Project involves renovation and seismic retrofitting of existing space. The integration of new and modern systems within the existing facility and materials in a manner that achieves the Project goals will be extremely challenging. The number of contractors who have past experience in work of this nature and adequate resources to successfully complete such a project is limited in number particularly in an isolated rural community.

C. Construction Budget

The amount of funds available to plan, design and construct the needed improvement to the Facilities is limited. The opportunity to get additional funds is not expected. The CM/GC contracting method is viewed by Siuslaw Valley Charter School as the best contracting method to achieve the necessary construction within the limited funding and timeframe available. The requirement to have a GMP in place by October 1, 2025 to secure funding also encourages the use of a CM/GC Contractor due to the limited time available.

D. Public Benefit

The Project is needed to accommodate public school services to a growing student body for the foreseeable future and to house all its students and staff in a single building.

E. Value Engineering

The CM/GC process provides many benefits and opportunities for cost savings, a process that will be necessary to achieve the desired improvements within the limits imposed by available funding and timeframe. System options and real-time cost estimates provided by the CM/GC throughout the constructability reviews will aid

the Project and allows SVCS to make an informed cost-benefit tradeoff. During the Preconstruction phase, the CM/GC Contractor will be evaluating the budget and making suggestions for cost-saving changes and value enhancements. The CM/GC Contractor will evaluate major systems and make design recommendations to the Project team about which systems are most cost-effective both in purchase price and installation, and for long term maintenance and operations.

The CM/GC Contractor also identifies whether Project sequencing is viable and design elements can be built as drawn. All these beneficial actions by the CM/GC Contractor will improve design, expedite construction and eliminate the potential for costly change orders. The benefits of value engineering are not available with the traditional competitive low-bid process.

F. Specialized Expertise Required

Renovating older buildings, seismic retrofitting, constructing special purpose public buildings, and integrating newer construction and systems into existing older systems building and style is a challenge. The CM/GC Contractor ultimately will demonstrate experience and expertise in providing CM/GC services to public and/or private organizations under these challenging circumstances and will be well qualified in the area of repairing and renovating older buildings and integrating newer construction and systems into existing older systems.

The CM/GC selection process is based on qualifications, with price as factor. The fee is, however, less important than the overall qualifications and specialized expertise of the selected CM/GC Contractor. SVCS will benefit by acquiring a CM/GC Contractor who has established experience and specialized expertise to manage the Project. The traditional competitive low-bid process does not provide an opportunity for Siuslaw Valley Charter School to obtain the most qualified contractor with the specialized expertise needed for the Project within the time frame to open the school to students.

G. Public Safety

The Project will provide for safe public access and compliance with current seismic and ADA requirements. All work during the construction will be done in accordance with Oregon Occupational Safety and Health Administration (OR-OSHA) safety regulations. The CM/GC Contractor selected will be highly qualified and capable and show evidence of construction safety practices that are at the highest level of integrity. The CM/GC Contractor's input into work and trade sequencing, and construction methodologies can reduce issues related to safety and provides for close controls and related risk reductions on the site.

The CM/GC contracting method is a team approach and provides for a high level of responsibility and visible adherence to public safety. The CM/GC Contractor's performance on prior projects in satisfying these safety needs can be determined as part of SVCS's selection process. This determination is not available under the traditional competitive low-bid process.

H. Effect on Funding

The use of the CM/GC contracting method will allow SVCS the ability to meet the October 1, 2025 deadline required by the financier to have a GMP contract in place.

I. Market Conditions

The CM/GC contracting method is a modern construction delivery method used by both public and private organizations. The CM/GC Contractor is tasked with keeping the Project team up-to-date on the latest construction techniques and products. The CM/GC Contractor will inform the Project team of current market conditions, labor and materials availability, and construction methodologies that can reduce design and construction time and costs.

The CM/GC contracting method allows "fast track" construction to start while detailing structures, interiors, and systems at the same time as awarding site work, foundations, and long-lead items. Timing the market for the various aspects of construction can result in cost savings and ultimately keeps the Project Team on a schedule. These fast-track benefits are not available under the traditional competitive low-bid process.

In addition, using the CM/GC contracting method allow for trades to become involved earlier in the process. The current market for construction services is becoming increasingly tight with substantial increases in material and labor costs for public and private construction projects. By allowing the involvement of trades earlier in the process, the CM/GC Contractor will be able to acquire and involve higher quality subcontractors, which will lead to higher quality product for SVCS and its students. Regardless, the CM/GC Contractor will be required, to the extent feasible, to bid the major subcontracts for the Project. These benefits are not available under the traditional competitive low-bid process.

J. Technical Complexity

The project has significant technical complexities which will be best addressed by a full team approach, with the CM/GC Contractor working with SVCS and the Architect to solve specific challenges identified during the pre-construction phase.

The Project is technically complex due to its integration with and into the existing Facility.

This Project also requires technical expertise and experience in special purpose construction involving public entities. The CM/GC contracting method enables SVCS to competitively select a prime contractor who has the necessary competence to deal with the technical complexities of this Project and can provide quality workmanship, dependable performance, fair and reasonable pricing and efficient management as a Project team member. Under the traditional competitive low-bid process the technical competence of the contractor is difficult to evaluate.

K. Funding Sources

The Project funding will be through Siuslaw Valley Charter Schools' Building Fund, borrowing or a combination of both. The Project budget will be developed in conjunction with setting the Guaranteed Maximum Price. Funds will be budgeted and appropriated in accordance with the Oregon's Local Budget Law. SVCS needs budget predictability and project efficiency. The CM/GC contracting method, with its negotiated contract price, will provide the necessary predictability.

The CM/GC contracting method provides the greatest cost controls for limited budgets and therefore benefits SVCS. The team approach, the schedule, the value analysis, and constructability reviews provide the ultimate in effective cost analysis. It is critical, and consistent with the spirit of collaboration encouraged throughout the process, that everyone on the Project team works towards a budget of which they can take ownership.

L. Unlikely to Encourage Favoritism or Diminish Competition

The School will select the CM/GC Contractor through a competitive process that fosters competition and focuses on qualifications and delivering the best value to the School with disregard to favoritism. The School will issue a Request for Proposal in a manner that will attract competition from qualified firms through advertisement and posting on OregonBuys. With respect to favoritism, the School will take prescriptive measures to assure an open competition. Strict adherence to pre-defined scoring criteria that will be included in the RFP will be followed. Scoring criteria will be based on the experience of the CM/GC Contractor and project personnel; understanding of the technical and work requirements for the Project; approach for managing and minimizing Project risks; approach to safety; and consideration of professional design and/or construction management support costs or fees. Review of proposals and scoring will be performed by an Evaluation Committee. All reviewers shall follow the pre-defined scoring criteria.

M. Cost Savings

During the design phase prior to material and subcontractor selection, the CM/GC Contractor will provide value engineering and update cost estimate information. This cost estimating will assist final decision-making about the project scope, product quality and material finish. Using a CM/GC Contractor will allow more flexibility to develop, evaluate, and implement design changes with less impact on construction cost and time. Substantial cost savings are anticipated from the Project team approach that is utilized in the CM/GC contracting method because decision-making is based on cost effective and informed solutions. Progress reviews are frequent and diligent, thus resulting in fewer design corrections and change orders during construction. Additionally, the use of value engineering through cooperation among the architect, engineer, CM/GC Contractor and Siuslaw Valley Charter School is essential to project delivery on time and within budget. CM/GC Contractor's value engineering will reduce bid addenda, contract change orders and progress delays to help meet the tight time schedule for the Project. These savings are not realized under the traditional competitive low-bid process.

In addition, the CM/GC contracting method has been used in Oregon to renovate and expand public buildings on time and within the available funds. In short, the CM/GC contracting method has a proven track record of achieving successful results in Projects of this nature.

III. Summary

After careful consideration, Siuslaw Valley Charter School has found the Alternative Contracting Method of Construction Manager/General Contractor more appropriate than a traditional competitive low-bid process to meet the overall objectives for the Project.

The Project is technically complex due to its integration with and into the existing facility. The financing requires a GMP contract to be in place by October 1, 2025. The level of challenge and available budget will require a level of management and flexibility above that ordinarily available with traditional competitive low-bid public contracting. There are multiple firms with the experience and expertise in this type of work, so it is anticipated that there will be multiple proposals submitted on the project. The CM/GC contracting method offers the best opportunity for successfully managing the construction on budget and on time.