

Rogue River School District SIA Agreement with River's Edge Academy Charter School

SECTION 1: AUTHORITY

Pursuant to the "Student Success Act", codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the "Act"). Rogue River School District is authorized to distribute funding from District's allocation of the Student Investment Account as described in Section 10, subsection 4 of the Act.

SECTION 2: PURPOSE

The purpose of the programs under which this Grant is issued is to provide River's Edge Academy Charter School (REACH) (the "Grantee") funding to meet students' mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; from racial or ethnic groups that have historically experienced academic disparities; with disabilities; who are English language learners; who are foster children; who are homeless; and any others as determined by the State Board of Education.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (the "Executed Date"), this Grant shall be effective and have a Grant funding start date that is the same as the District's effective date with the Oregon Department of Education (the "Department") (the "Effective Date"), and, unless terminated earlier in accordance with its terms, or upon termination of the charter agreement, shall expire on the same date as the District's agreement with ODE (the "Expiration Date").

SECTION 4: Charter Agreement

The terms of the Charter Agreement between the Parties applies to this Grant except for the provisions herein that relate specifically to the Grant. Should there be a conflict between any provision of the Charter Agreement and interpretation of this Grant, the Charter provisions will supersede.

SECTION 5: GRANT MANAGERS

5.1 District's Grant Manager is:

April Harrison, Director of Special Programs
PO Box 1045
Rogue River, OR 97537
(541) 582-6003
april.harrison@rogueiver.k12.or.us

5.2 Grantee's Grant Manager is:

Cecile Enright, Executive Director
PO Box 1364
Rogue River, OR 97537
(541) 299-0299
cecile.enright@reach-school.org

5.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 6: PROJECT ACTIVITIES

6.1 Grantee shall perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated herein by this reference for the period beginning on the Effective Date and ending on the Expiration Date (the "Performance Period").

SECTION 7: GRANT FUNDS

7.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the quarterly SIA Allocations report for the purposes described in Section 2 and Project described in Exhibit A. District shall pay the Grantee from monies available through its District SIA Grant Allocation (the "Funding Source"). Funds received by the Grantee under this Agreement (the "Grant Funds") may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period.

7.1.1 **Indirect Rate.** Grantee will not use any of the Grantee's allocation for indirect costs.

7.1.2 **Separate Account.** The Grantee must establish a separate account for all funds received

as part of the Grant.

SECTION 8: DISBURSEMENT GENERALLY

8.1 Disbursement.

8.1.1 District shall disburse Grant Funds by Check within ten (10) business days of District receiving the SIA allocation from ODE.

8.1.2 All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

8.2 Duplicate Payment. Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

SECTION 9: PERFORMANCE TARGETS

9.1 Grantee will identify longitudinal performance growth targets (the “Targets”) in accordance to the guidance published by the Department. Targets will be included with the Grantee’s Project in Exhibit A and identified for each year of the Performance Period. Targets must minimally include the Targets included in Section 12, subparagraph 3 of the Act for which the Grantee serves students. Targets must be disaggregated according to Section 12, subparagraph 1 of the Act.

9.2 Grantee shall use the same Targets as the District’s Targets in each Target for which the Grantee serves students and has accountability data. In addition to those Targets required by the Act, Grantee may identify local Targets.

9.3 Grantee will report to District each year on its progress toward meeting Targets in the Grantee’s annual report as per ORS 338.095 or as mutually agreed upon by both Parties.

SECTION 10: DEFAULT

10.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

10.1.1 Grantee fails to perform, observe or discharge any of its financial accounting or reporting

requirements under this Grant.

10.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.

10.2 District. District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

SECTION 11: REMEDIES

11.1 District Remedies. In the event Grantee is in default, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 13, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, or (d) exercise of its right of recovery of overpayments under Section 12 of this Grant or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

11.2 Grantee Remedies. In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.1, Grantee may, at its option, pursue and or all of the remedies available at law or in equity.

11.3 Dispute Resolution. Grantee and District will follow the dispute resolution procedures in the current executed Charter Agreement prior to terminating this Grant for default and prior to pursuing remedies available under this Grant and law or equity.

SECTION 12: RECOVERY OF OVERPAYMENTS

Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's written demand but in any event no later than 30 calendar days after the District's written demand. If payments to Grantee under this Grant exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment. If this Grant is terminated by either party under Section 16, Grantee shall pay to the District previous amounts paid to Grantee that exceed the amount due.

SECTION 13: TERMINATION

13.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

13.2 **By District.** District may terminate this Grant as follows:

- 13.2.1 Immediately upon written notice to Grantee, if District fails to receive funding, or allocations to perform its obligations under this Grant;
- 13.2.2 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;
- 13.2.3 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or
- 13.2.4 Upon termination of the Charter Agreement according to the terms of the Charter Agreement and law.

13.3 **By Grantee.** Grantee may terminate this Grant as follows:

- 13.3.1 Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District.

13.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information,

SECTION 14: NONAPPROPRIATION

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, to meet its obligations under this Grant.

SECTION 15: AMENDMENTS

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 16: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers,

plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to District annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

SECTION 17: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

ROGUE RIVER SCHOOL DISTRICT

By: April Harrison

Date 3/4/20

April L Harrison

April Harrison, Director of Special Programs

RIVER'S EDGE ACADEMY CHARTER SCHOOL

By: Cecile Enright

Date 3/4/20

Cecile Enright

Cecile Enright, Executive Director

**EXHIBIT A
THE PROJECT**

SECTION I – CHARTER SCHOOL SIA PLAN

The Grantee will develop a three-year (3 year) plan to implement grant activities aligned to the purpose and allowed uses of funds. The three-year plan must include a budget, strategies, activities, and longitudinal performance growth targets.

SECTION II – DISTRICT APPROVAL

The Project must include a budget and a description of activities for the Performance Period of the Grant. Budget will be based on SIA Allocation/Disbursement Reports published by the Department. Grantee will submit the Project to District at least thirty (30) days before the District’s SIA application is scheduled to be approved by the District school board and shall be included with the District’s SIA application to the Department.

District school board approval does not necessarily mean endorsement or agreement with the Grantee’s Project.

SECTION III – BUDGET AND ACTIVITIES

The Grantee will develop a budget for the Project aligned to the allowed uses in Section 9, subparagraph 3 of the Act. Grantee will identify at least one strategy and supporting activities with appropriate budget

Activities of Grantee		Allowable Uses Category	Budget
Strategy 1: If the success teams meet regularly, then interventions will occur sooner and more frequently and this will increase our number of students on-track to graduate.			[subtotal]
2019-23	Agenda Wed. before meeting		N/A
2019-23	Taking Notes during each meeting		N/A
2019-23	Develop Action Plans for individual students based on data		N/A
2019-23	Develop and implement interventions based on data		N/A
2019-23	Follow Through Monthly		N/A

Strategy 2: If we have quality instruction and strong connections with students and families, then student and family engagement will increase and student mobility will decrease.			[subtotal]
2019-20	Develop and use a shared document for quick parent attendance (Fridays)		N/A
2019-23	Scheduling of school-wide quarterly events		N/A
2019-23	Caseload event schedule check-in		N/A
2019-23	Weekly advisory meetings accountability check		N/A
Strategy 3: If we incorporate grade-level priority writing standards into our instruction, then a higher number of students will meet on the local performance assessments each year, and our ELA OSAS met/exceeded percentage will increase.			[subtotal]
2019-23	Administer both LPAs in early October and late February		N/A
2019-23	Include grade-level writing priority-standards in weekly lesson plans.		N/A
2019-23	Deliver grade-level writing priority-standard PD		N/A
2019-23	Examine data from LPAs. Submit findings, strategies going forward, intervention needs to admin.		N/A

SECTION IV – UPDATES AND REVISIONS

If there are changes to the Grantee Project, the Grantee will submit an updated or revised Project with budget to District at least thirty (30) days prior to the Department’s next disbursement of SIA Funds to the District.

SECTION V – ACCOUNTABILITY

The Grantee will be accountable for the Project to District according to Section 10 of the Grant Agreement.

Longitudinal Performance Growth Target Description		Target
2019-20 2020-21 2021-22	Graduation rates at REACH will increase each year.	62.5% 70% 77.5%
2019-20 2020-21 2021-22	The Mobility Rate will decrease each year.	45% 47% 49%
2019-20 2020-21 2021-22	The percentage of students that meet the local performance assessment in writing will increase each year.	44% 49% 55%

SECTION VI – FINANCIAL REPORTING

The Grantee will report all expenses paid with Grant Funds to District within 180 days of disbursement, the due date which will be communicated to Grantee by District. The report will include accounting and evidence of alignment to the allowed uses in Section 9, subparagraph 3 of the Act. At the District’s request, the Grantee will provide District an expense report within fifteen (15) days at any time during the Performance Period.

Reporting and Monitoring Activities	District or Charter School	Frequency or Specific Date
Mental Health Counselor (.2 FTE)	Charter School	Quarterly
Food Program	Charter School	Quarterly
Community Engagement Leader	Charter School	Quarterly
Grant Administration	Charter School	Quarterly