

SIA Agreements with Public Charter Schools

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"). David Douglas School District (the "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 Arthur Academy (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

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"), and, unless terminated earlier in accordance with its terms, shall expire on the same date as the District's agreement with ODE.

SECTION 4: GRANT MANAGERS

4.1 District's Grant Manager is:

Name, Title:	Patt Komar, Director
Address:	11300 NE Halsey St.
City, State, Zip	Portland, OR 97220
Phone	503-261-8212
Email	dd_purchasing@ddouglas.k12.or.us

4.2 Grantee's Grant Manager is:

Name, Title:	Jill Domine
Address	
City, State, Zip	
Phone	

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

SECTION 5: PROJECT ACTIVITIES

5.1 Grantee shall provide the project activities to the District prior to May 1, 2020. The District will work collaboratively with the Grantee to identify appropriate projects and outcome measures that align with the District's priorities for the Student Investment Account. Approved projects and outcome measures will be added to this agreement as Appendix A.

SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES

6.1 **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. The Grantee shall not set aside any indirect costs from their allocation.

6.2 **Separate Account.** Grantee will establish a separate account for all Grant funds.

SECTION 7: DISBURSEMENT GENERALLY

7.1 **Disbursement.**

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

7.1.2 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.

7.2 **Recovery of Grant Funds.** 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 days after the District's written demand.

SECTION 8: PERFORMANCE TARGETS

8.1 Grantee will identify longitudinal performance growth targets (the "Targets") in accordance to the guidance published by ODE. Targets will be included with the Grantee's Project List as submitted in Appendix A and identified for each year of the Performance Period.

8.2 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 9: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Grant, or any other agreement between District and Grantee, 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.

SECTION 10: GRANT DOCUMENTS

This Grant consists of the following documents, which are listed in descending order of precedence: this Grant and Appendix A (the "Project").

SECTION 11: TERMINATION

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

11.2 By District. District may terminate this Grant as follows:

11.2.1 Upon 30 days advance written notice to Grantee;

11.2.2 Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;

11.2.3 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;

11.2.4 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

11.2.5 As otherwise expressly provided in this Grant.

11.3 By Grantee. Grantee may terminate this Grant as follows:

11.3.1 Upon 30 days advance written notice to District;

11.3.2 As otherwise expressly provided in this Grant.

11.4 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 or other written instruction. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

SECTION 12: INSURANCE

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project List as reasonably determined by the District.

SECTION 13: 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, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

SECTION 14: AMENDMENTS

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

SECTION 15: SIGNATURES

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

DAVID DOUGLAS SCHOOL DISTRICT

By: _____
School District Representative Date

Printed Name, Title

ARTHUR ACADEMY

By: _____
Charter School Representative Date

Printed Name, Title

4840-9699-4485.2