

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”). Eugene School District 4J (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 Coburg Community Charter School (CCCS) (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:

Andrea Belz, Director of Financial Services
200 N. Monroe St.
Eugene, OR 97405
541-790-7608
belz_a@4j.lane.edu

4.2 Grantee’s Grant Manager is:

Lisa Jager
91274 Coburg Road
Coburg, OR 97408
541-344-4113

director@coburgcharter.org

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

SECTION 5: PROJECT ACTIVITIES

5.1 Grantee shall provide the project activities to the District on or before June 25, 2021. 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 administrative or indirect costs from their allocation.
- 6.2 **Services provided by the District.** If the Grantee elects to hire new staff as employees of the District, the District will make services from Human Resources available to Grantee as related to hiring and payroll. In addition, the District will provide services from the Business Office as required for purchasing.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement of Funds.

7.1.1 District shall disburse Grant Funds within twenty (20) business days of District receiving a completed and signed "Student Investment Account (SIA) Grant Reimbursement Form" with appropriate supporting documentation for the most recent reporting period from the Grantee.

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 the Department. Targets will be included with the Grantee's Project List as submitted in Appendix A and identified for each year of the Performance Period. The District shall work collaboratively with the Grantee to identify and communicate Performance Targets.

- 8.2 The District shall work collaboratively with the Grantee on a corrective action plan should the Grantee fail to show adequate improvement toward Targets while this agreement remains in effect.
- 8.3 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 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 less all exhibit Appendix A (the "Project").

SECTION 11: SIGNATURES

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

Eugene School District 4J

By: _____ Date _____
School District Representative

Printed Name, Title

Coburg Community Charter School

By: Lisa Jager _____ Date 6/21/21
Charter School Representative

Lisa Jager, Executive Director

