

South Lane SD SIA Agreement with ACE 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”). South Lane 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 ACE Charter (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 Grand Manager is:

Yvonne Curtis, SIA Coordinator
455 Adams
Cottage Grove, OR. 97424
541-942-3381
Yvonne.curtis@slane.k12.or.us

4.2 Grantee’s Grant Manger is:

Starr Sahnaw, Administrator
195 N. 6th Street
Cottage Grove, OR. 97424
541-942-9707
Mrs.sahnaw@aceclassicaled.org

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

SECTION 5: PROJECT ACTIVITIES

- 5.1 Grantee provided the project activities to the District prior to May 1, 2020. The District will continue to 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 the agreement as Appendix A.

SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICE

- 6.1 **Grant Administration.** The grant will be fully administered by the district.
- 6.2 **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.
- 6.3 **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.**
 - 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 grand 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 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. Grantee will also submit progress reports each quarter as requested by the District.
- 8.3 If the Targets are not met due to charter performance we reserve the right to revisit the plan and adjust as necessary to support in different ways.

SECTION 9: AMENDMENTS OR ADJUSTMENTS TO PLAN

Any adjustments (minor changes) or amendments (major changes) to this plan must be communicated to the District before they are implemented.

SECTION 10: 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 11: 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 12: SIGNATURES

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

South Lane School District

By: _____
School District Representative

Date

Yvonne Curtis, SIA Coordinator

ACE Charter

By: _____
Charter School Representative

Date

Starr Sahnnow, ACE Administrator

Appendix A: The Project

Student Groups Served	Activities	Cost
SpEd, economically disadvantaged, students of color, and students with mental health issues.	Hire/share Mental Health Counselor with District. (Health & Safety)	\$5,226.79 for 2021-2022 and \$5,300 for 2022-2023
SpEd, economically disadvantaged, students of color, and all struggling students	Hire additional staff to support students with small group and individualized instruction (Instructional time)	\$50,000 for 2021-2022 and \$51,000 for 2022-2023
SpEd, economically disadvantaged, students of color, and students with mental health issues	Professional Development training (social and emotional learning, trauma-informed practices, etc.); additional scheduled meetings to communicate needs and plans for students' mental health; providing curricular options that would strengthen partnerships with the community (Health & Safety, Well-Rounded Education)	\$30,000 for 2021-2022 and \$31,000 for 2022-2023