



Madrone Trail
Public Charter School

Medford SIA Subgrant Agreements with
Madrone Trail Public Charter School

SECTION 1: AUTHORITY

Pursuant to the Oregon Legislature's 2019 "Student Success Act", Medford School Medford School District (MSD) is authorized to distribute funding from Medford School District's allocation of the Student Investment Account for the purposes described in Section 10, subsection 4 of the Act.

SECTION 2: GRANT FUNDS AND EXCHANGE OF SERVICE

2.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the Medford School 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. Funds received by the Grantee under this Agreement (the "Grant Funds") may be used only for eligible expenditures authorized by this Grant.

2.1.1 Indirect Rate. Indirect costs shall not exceed 5 percent (5%) of the total Medford School District's Allocation and expenditures or \$500,000, whichever is less. Medford School District will retain 0 percent (**5%**) of the Grantee's allocation for indirect costs. Grantee use up to 5 percent (**0%**) of the Grantee's allocation for indirect costs. Any indirect costs incurred by the Grantee must be accounted for within the Medford School District's limit of 5 percent or \$500,000, whichever is less.

2.1.2 The Grantee must establish a separate account for all funds received as part of the Grant.

2.2 **Exchange of Services.**

2.2.1 The district and charter school may mutually agree to exchange some services. Any

exchange of services shall be negotiated separately from this document.

SECTION 3: DISBURSEMENT GENERALLY

3.1 Disbursement.

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

3.1.2 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.

3.2 **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 Medford School District. Grantee shall return all Misexpended Funds and Unexpended Funds to Medford School District no later than 30 days after the Medford School District's written demand.

3.3 **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 4: PERFORMANCE TARGETS

4.1 Using the template below, grantee will report to Medford School District each year its progress toward meeting Targets in the Grantee’s annual report as per ORS 338.095 or as mutually agreed upon by both Parties. For the first year, grantee will report section I & II, no later than June 30, 2020 and then begin reporting 2020-21 results in the annual report in the 2021-22 school year and each year thereafter.

THE SIA PLAN

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. The purpose of the programs under which this Grant is issued is to provide 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 II – BUDGET AND ACTIVITIES

The Grantee shall develop a budget 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
[1] Strategy 1: Offer faculty to our community that address student health and safety while providing a well rounded education			\$375,000
20-21, 21-22, 22-23	Full Time Reading Interventionist (increased from ½ time)	Provide A Well Rounded Education	\$30,000/yr
20-21, 22-23, 22-23	½ Time Behavior Interventionist (new)	Provide A Well Rounded Education	\$30,000/yr
20-21, 21-22, 22-23	Head Chef	Student Health & Student Safety	\$40,000/yr
20-21, 21-22, 22-23	Assistant Chef	Student Health & Safety	\$25,000/yr

Strategy 2: Add and upgrade facilities to increase student health and safety and Provide a Well-Rounded Education			\$78,000
20/21	Facilities Improvement: Kitchen installation to serve hot and fresh food to our students.	Student Health & Safety	\$40,000
20/21	Wood Working Shop Expansion	Provide A Well Rounded Education	\$10,000
21/22	Facilities Improvement: Bathroom Renovations	Student Health & Safety	\$10,000
21/22	Facilities Improvement: Water Fountain upgrades	Student Health & Safety	\$6,000
20/21	Facilities Improvement: Field Irrigation	Student Health & Safety	\$10,000
21/22	Facilities Improvement: Designated Library	Provide A Well Rounded Education	\$2,000
Strategy 3: Provide Curriculum Support & Training			\$12,000
20/21	CPM Middle School Math Curriculum	Provide A Well Rounded Education	\$10,000
20-21, 21-22, 22-23	Waldorf Teacher Certification	Provide A Well Rounded Education	\$2000

SECTION III – UPDATES AND REVISIONS

If there are changes substantial in scope to the Grantee plan, the Grantee shall submit an updated or revised plan with budget to Medford School District at least thirty (30) days prior to the Department’s next disbursement of SIA Funds to the Medford School District.

SECTION IV – ACCOUNTABILITY

The Grantee shall report annually on the longitudinal performance growth targets below in the charter school annual report to the school Medford School District.

Longitudinal Performance Growth Target Description		Target
21	iReady Scores Grades 3-8.	Within 5 % of District Average
21	Smarter Balance Scores Grades 3-8.	Within 5 % of District Average
22	iReady Scores Grades 3-8.	Within 5% of District Average
22	Smarter Balance Scores Grades 3-8.	Within 5% of District Average
23	iReady Scores Grades 3-8.	Within 5% of District Average
23	Smarter Balance Scores Grades 3-8.	Within 5% of District Average

SECTION 5: DEFAULT

- 5.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 5.1.1 Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 5.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.
- 5.2 **Medford School District.** Medford School District will be in default under this Grant if Medford School District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

SECTION 6: LIMITATION OF LIABILITY

Neither party will be liable for the incidental, consequential, or other indirect damages arising out or related to this grant, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this grant in accordance with its terms.

SECTION 7: TERMINATION

- 7.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 7.2 **By Medford School District.** Medford School District may terminate this Grant as follows:
- 7.2.1 Immediately upon written notice to Grantee, if Medford School District fails to receive funding, or allocations, limitations or other expenditure authority at levels sufficient in Medford School District's reasonable administrative discretion, to perform its obligations under this Grant;
 - 7.2.2 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 Medford School District's performance under this Grant is prohibited or Medford School District is prohibited from paying for such performance from the planned funding source;
 - 7.2.3 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 90 days after written notice thereof to Grantee; or
 - 7.2.4 As otherwise expressly provided in this Grant.
- 7.3 **By Grantee.** Grantee may terminate this Grant as follows:
- 7.3.1 Immediately upon written notice to Medford School District, if Medford School District is in default under this Grant and such default remains uncured 30 days after written notice

thereof to Medford School District; or

7.3.2 As otherwise expressly provided in this Grant.

SECTION 8: SEVERABILITY

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

SECTION 9: INTENDED BENEFICIARIES

Medford School District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

SECTION 10: 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 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 Medford School 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 11: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

Medford School District

By: _____ Date _____
School Medford School District Representative

Printed Name, Title

Madrone Trail Public Charter School

By: _____ Date _____
Charter School Representative

John Bissey, Executive Director