

Lincoln County School District
Student Investment Account (“SIA”) and
High School Success (“HSS”)
Integrated Grants Plan Agreement
with Eddyville Charter School

SECTION 1: AUTHORITY AND GRANTS

- 1.1** Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (“the Act”). Lincoln County School District (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (“SIA”) as described in Section 10, subsection 4 of the Act.
- 1.2** District and Eddyville Charter School (the “Grantee”) agree that Grantee shall receive funding for Grantee’s portion of the HSS Grant directly from the Oregon Department of Education (“ODE”). Grantee shall be solely responsible for all HSS requirements, including but not limited to, applications, reporting, execution of Grant activities, and execution of HSS grant agreements between Grantee and ODE, under the HSS Grant. District is not the fiscal agent for Grantee’s portion of the HSS Grant and is not responsible for oversight of Grantee under the HSS Grant.
- 1.3** District and Grantee have no other agreements for grants subject to ODE’s Integrated Grants Plan. Grantee shall make application for and manage all aspects of any other grants Grantee wishes to pursue unless otherwise required by ODE. If District is required to manage any aspects of other Integrated Plan Grants for Grantee, this agreement shall be amended in writing by mutual consent of the parties.

SECTION 2: PURPOSE

The purpose of the programs under which the SIA Grant is issued is to provide Eddyville Charter School 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. This Grant Agreement shall be in effect for the 2025-2026 and 2026-2027 fiscal years.

SECTION 4: GRANT MANAGERS AND NOTICES

4.1 District's Grant Manager is:

Kim Cusick, Business Services Director
PO Box 1110
Newport, OR 97365
(541) 265-4409
kim.cusick@lincoln.k12.or.us

4.2 Grantee's Grant Manager is:

Eric Clendenin, Principal
PO Box 68
Eddyville, OR 97343
(541) 875-2942
eric.clendenin@lincoln.k12.or.us

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

4.4 All notices under this Grant Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to the Grant Managers listed above. Any notice so addressed and mailed becomes effective five (5) calendar days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

SECTION 5: PROJECT ACTIVITIES

5.1 Grantee shall provide the project activities to the District prior to the application due dates set by ODE. 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. These may be amended from time to time as approved by and reported to ODE. Grantee shall notify District of such changes as soon as practicable but not later than the date of any invoices submitted to District for such activities.

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 97.5% 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 retain the

remaining 2.5% from their allocation to cover indirect costs of the District incurred for providing grant oversight, consulting and business services.

- 6.2 Services provided by the District.** The District will provide services from the Business Office and Learning Support Team (central office staff) as required for reporting, oversight and consulting purposes under this grant.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** District's obligation to disburse funds under this Grant is dependent upon District receiving adequate funds from ODE under this Grant to cover the disbursement.
- 7.1.2** District shall disburse Grant Funds within ten (10) business days after receiving an itemized invoice with appropriate and adequate itemized backup from Grantee for activities approved under the Grant.
- 7.1.3** 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.
- 7.1.4** Grantee must establish a separate reporting fund in their accounting system for all funds received and expended under this Grant.

- 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 ("Mis-expended 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 Mis-expended 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.

SECTION 9: ACCOUNTABILITY

- 9.1** Grantee is responsible to use state resources provided under this Grant for their intended purpose.
- 9.2** Grantee is responsible for all reporting required under the Integrated Program Grants Guidance. Grantee shall report directly to ODE in the reporting method provided by ODE, currently the Integrated Programs Reporting and Accountability Dashboard (RAD), meeting all ODE required deadlines, including but not limited to applications, budgets, longitudinal performance growth targets,

expenditures, proof of ongoing community engagement, progress narratives, and Board approvals.

- 9.3** Any changes to Appendix A (“the Project”), shall be made in consultation with the District and all approvals or denials of changes by ODE shall be reported to the District timely.
- 9.4** Grantee shall notify District immediately of any serious deficiencies noted by ODE, and shall work in good faith with ODE to correct the deficiencies timely. Any deficiency not remedied timely and in good faith per ODE or District’s discretion, may result in Grant fund disbursements being withheld from Grantee, and may require repayment of funds to ODE or District.

SECTION 10: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Grant, or any other agreement between District and Grantee in performance of this Grant, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from any payments due Grantee under this Grant or from pass-through State School Fund payments, 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 exhibits, Appendix A (the “Project”).

SECTION 12: DEFENSE, INDEMNITY AND INSURANCE

Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort claims Act (ORS 30.260 through 30.300) and the constitution of the State of Oregon, each party shall be responsible for their own acts and those of its officers, employees, or agents. The parties agree that they will hold harmless, waive, release, indemnify, defend, and discharge each other from all liability and claims arising from each party’s own acts and omissions. The parties agree to this defense and indemnification to the fullest extent allowed by law, which includes liability and claims arising from negligent acts or omissions. Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine, in the amount of \$2,000,000 per occurrence and \$3,000,000 aggregate.

SECTION 13: DEFAULT

- 13.1** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to perform, observe or discharge any of its financial accounting or reporting requirements under this Grant.
 - 13.1.2** Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.
- 13.2** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations to Grantee under this Grant.

SECTION 14: TERMINATION

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

14.2 District may terminate this Grant as follows:

14.2.1 Upon 30 calendar days advance written notice to Grantee;

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

14.2.3 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;

14.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 calendar days after written notice thereof to Grantee; or

14.2.5 As otherwise expressly provided in this Grant.

14.3 Grantee may terminate this Grant as follows:

14.3.1 Upon 30 calendar days advance written notice to District;

14.3.2 Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 calendar days after written notice thereof to District; or

14.3.3 As otherwise expressly provided in this Grant.

14.4 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, and reports related to the Grant.

SECTION 15: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS

15.1 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.

15.2 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.

15.3 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.

15.4 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 16: COMPLIANCE WITH LAW

In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local law.

SECTION 17: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Grant.

SECTION 18: 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 19: AMENDMENTS

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

SECTION 20: SIGNATURES

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

LINCOLN COUNTY SCHOOL DISTRICT

By: Kim Cusick 4/14/2025
School District Representative Date
Kim Cusick, Business Services Director

Printed Name, Title

EDDYVILLE CHARTER SCHOOL

By: Eric S. Clendenin 04/22/2025
Charter School Representative Date
ERIC S. CLENDENIN, SUPERINTENDENT

Printed Name, Title