

INTEGRATED GUIDANCE AGREEMENT BETWEEN DISTRICT AND CHARTER SCHOOL

SECTION 1: AUTHORITY

Crook County School District (the “District”) is authorized to distribute funding from District’s allocation of funding from multiple funding sources combined by the Oregon Department of Education (“ODE”) into an integrated program called “Aligning for Student Success.” The applicable funding sources covered under this agreement include the Student Investment Account (SIA) and the Early Indicator and Intervention Systems (EIS) (the “Grant”).

SECTION 2: PURPOSE

The purpose of the programs under which this Agreement is issued is to provide Powell Butte Community Charter School (the “Grantee”) funding to meet the goals of the funding sources.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained (the “Executed Date”), this Agreement shall have an effective date of July 1, 2023 (the “Effective Date”), and, unless terminated earlier in accordance with its terms, shall expire on June 30, 2025 (the “Expiration Date”).

SECTION 4: GRANT MANAGERS

4.1 District’s Grant Manager is:

Joel Hoff, Assistant Superintendent
Crook County School District
471 NE Ochoco Plaza Dr
Prineville, OR 97754
(541) 447-5664
joel.hoff@crookcountyschools.org

4.2 Grantee’s Grant Manager is:

Kevin Milner, Administrator
Powell Butte Community Charter School
13650 SW Hwy 126
Powell Butte, OR 97753
(541) 526-3867
kmilner@powellbuttecharterschool.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 perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated herein by this reference for the period beginning on the Effective Date and ending on the Expiration Date (the "Performance Period").

SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES

- 6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Agreement, the District shall provide Grantee 100% of the SIA Allocation and EIS Allocation amounts published by ODE. District shall pay the Grantee on a reimbursement basis after receiving funds from ODE. Funds received by the Grantee under this Agreement may be used only for eligible expenditures authorized by this Agreement and incurred during the Performance Period.
- 6.1.1 **Indirect Rate.** Indirect costs shall not exceed 5 percent (5%) of the total District's Allocation and expenditures or \$500,000, whichever is less. District will retain zero percent (0%) of the Grantee's allocation for indirect costs for the duration of this Agreement. The District will review this section for potential modification for future renewals of this agreement.
- 6.1.2 The Grantee must establish a separate fund for all funds received and expended as part of the Agreement.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the funds from ODE.
- 7.1.2 If District determines that any completed Project activities or documentation are not acceptable and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to District.
- 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 grant funds.
- 7.2 **Conditions Precedent to Disbursement.** District's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- 7.2.1 District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.
- 7.2.2 No default as described in Section 12 has occurred.
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

- 7.3 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are

expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“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 calendar days after the District's written demand.

7.4 **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 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to District that:

- 8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;
- 8.1.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- 8.1.3 This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035;
- 8.1.5 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Crook for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity,

governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: PERFORMANCE TARGETS

- 10.1 Grantee will identify outcomes and strategies (the “Targets”) in accordance to the guidance published by the Department. Targets will be included with the Grantee’s Project in Exhibit A and identified for each year of the Performance Period.
- 10.2 Grantee shall use the same Targets as the District’s Targets in each Target for which the Grantee serves students and has accountability data. In addition to those Targets required by the Act, Grantee may identify local Targets.
- 10.3 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 11: INDEMNIFICATION

- 11.1 Grantee shall defend, save, hold harmless, and indemnify the District and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement (each of the foregoing individually or collectively a “Claim” for purposes of this section).
- 11.2 **Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability 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 Agreement in accordance with its terms.

SECTION 12: DEFAULT

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

SECTION 13: REMEDIES

- 13.1 **District Remedies.** In the event Grantee is in default under Section 12, District may, at its option,

pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) withholding payment of State School Funds, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, or (g) pursue termination of the charter contract as per ORS 338.105. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 Grantee Remedies. In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event District terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's remedy may be exercised through any dispute provisions in this agreement or in the current executed charter contract. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to District.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Agreement, 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 Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, 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 AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

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

16.2 By District. District may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Grantee;

16.2.2 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 Agreement;

16.2.3 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

Agreement is prohibited or District is prohibited from paying for such performance from the planned funding source;

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

16.2.5 As otherwise expressly provided in this Agreement.

16.3 **By Grantee.** Grantee may terminate this Agreement as follows:

16.3.1 Upon 30 days advance written notice to District;

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

16.3.3 As otherwise expressly provided in this Agreement.

16.4 Cease Activities. Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Agreement.

SECTION 17: INSURANCE

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project.

SECTION 18: NONAPPROPRIATION

District's obligation to pay any amounts and otherwise perform its duties under this Agreement 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 Agreement.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) 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. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

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

SECTION 24: INTENDED BENEFICIARIES

District and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

SECTION 25: TIME IS OF THE ESSENCE

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

SECTION 26: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS

Grantee shall maintain all financial records relating to this Agreement 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 Agreement in such a manner as to clearly document Grantee performance. 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 Agreement, 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. All Funds received by Grantee as part of the Agreement shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to 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 Agreement, whichever date is later.

SECTION 28: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

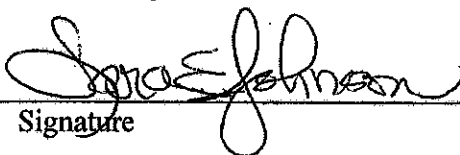
SECTION 29: DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibit Exhibit A (the "Project").

SECTION 30: SIGNATURES

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

Crook County School District

By:  2-28-23
Signature Date
Sara Johnson, Superintendent

Powell Butte Community Charter School

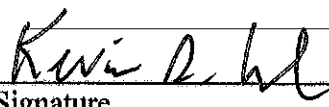
By:  3-3-23
Signature Date
Kevin Milner, Administrator

EXHIBIT A

THE PROJECT

SECTION I – CHARTER SCHOOL SIA AND EIIS PLAN

The Grantee will develop a two-year (2 year) plan to implement grant activities aligned to the purpose and allowed uses of funds. The two-year plan must meet all the requirements required by ODE in the document “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives.”

SECTION II – DISTRICT APPROVAL

The Project must include a budget and a description of activities for the Performance Period of the Agreement. Budget will be based on SIA and EIIS Allocations published by ODE. Grantee will submit the Project to District at least thirty (30) days before the District’s Integrated Guidance application is scheduled to be approved by the District school board and shall be submitted directly to ODE.

The District will review and approve the Grantee’s Project within fifteen (15) days of receipt. If the District determines Grantee budget does not align to the allowed uses of Funds, District may provide detailed written notice to the Grantee and require Grantee revise Project within fifteen (15) days.

District school board approval does not necessarily indicate endorsement or agreement with the Grantee’s Project.

SECTION III – BUDGET AND ACTIVITIES

The Grantee shall develop a budget for the Project aligned to the allowed uses for each funding source. Grantee will identify at least one strategy and supporting activities with appropriate budget resources.

SECTION IV – UPDATES AND REVISIONS

If there are changes to the Grantee Project, the Grantee shall submit an updated or revised Project with budget to District at least thirty (30) days prior to the Department’s next disbursement of funds to the District. The District may review the Project to ensure alignment to the allowed uses of funding sources.

SECTION V – ACCOUNTABILITY

The Grantee shall report annually on the Targets in the charter school annual report to the school district superintendent.

SECTION VI – FINANCIAL REPORTING

The Grantee shall report all expenses paid with Grant Funds to District prior to requesting and receiving reimbursement. The report shall include accounting and evidence of alignment to the allowed uses of the funding sources. At the District’s request, the Grantee shall provide District expense report within fifteen (15) days at any time during the Performance Period.