**Stronger Connections Grant Consortium Agreement**

PURPOSE

The State of Oregon, acting by and through its Department of Education, (“Agency”), issued a Request for Applications (“RFA”) for the Stronger Connections Grant (“SCG”). This is a grant program authorized under the Bipartisan Safer Communities Act (“BSCA”), which was enacted “...to establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels, among other programs and activities.”

This grant supplements eligible districts’ efforts and activities to support student wellbeing and positive school climates. The Stronger Connections Grant is a designed to provide additional funding and resources to grantees to support the strengthening of their programs to:

* Foster a sense of belonging through a positive, safe, welcoming, and inclusive school environment,
* Support the social, emotional, physical, and mental health needs of all students, through evidence-based strategies,
* Adequately support high quality teaching and learning by increasing educator capacity,
* Recruit and retain a diverse educator workforce, and
* Ensure the fair administration of student discipline policies in ways that treat students with dignity and respect.

Eligible districts are able to apply for the grant as a consortium and, if awarded, must use consortium funds collectively and cannot allocate funds to each district individually to carry out stand-alone programs. In a consortium, all participating districts work together to review the strengths and needs of all students and collaborate to design one plan which mutually benefits students from all participating districts.

This Agreement describes the responsibilities of Consortium Leads and Member Districts to administer their regional Migrant Education Program.

NAME / ORGANIZATION

A Consortium shall consist of the Member districts and Consortium Lead.

“Consortium Lead” means the public school district or Education Service District that will administer a group of no more than three districts’ Stronger Connections Grant and serves as its Fiscal Agent.

“Member district” or “Consortium Member” means each public school district that has agreed to participate in the Consortium program, including the Consortium Lead.

“Administrators” mean the superintendents of each public school district that agree to participate in the Consortium program, including the Consortium Lead.

“Fiscal agent” means the public school district or Education Service District that is established within the terms of this Agreement to submit the Stronger Connections Grant Application, submit claims, and to provide the administrative business services on behalf of the Consortium.

TERM OF AGREEMENT

When executed by the undersigned parties, this Agreement is effective as of the date of execution by all parties and upon receipt of all required approvals (“Effective Date”), and will expire on September 30, 2026, or on the date that the Consortium Lead and Member districts are notified that they were not awarded a Stronger Connections Grant by Agency.

CONSORTIUM LEAD RESPONSIBILITIES

The Consortium Lead shall serve as the fiscal agent and federal subgrantee for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive the Stronger Connections Grant funds on behalf of the Consortium. The Consortium Lead agrees to abide by the terms of the Stronger Connections Grant Agreement with Agency, and shall distribute Grant funds in accordance with that Agreement. As fiscal agent for the Consortium, the Consortium Lead agrees to complete the following specific responsibilities on the Consortium’s behalf:

● The Consortium Lead must have a federal tax identification number.

● The Consortium Lead must maintain copies of this agreement signed by all superintendents of the Consortium Members including the fiscal agent, stating agreement to be Members of the Consortium.

● The Consortium Lead must maintain the written agreement regarding consortium members’ participation.

● The Consortium Lead must submit the consortium agreement(s) signed by all Consortium Member administrators to the Oregon Department of Education (ODE) no later than May 1, 2024. Please note: Budget authority cannot be granted to the fiscal agent of the Consortium until all required signatures have been submitted to ODE.

MEMBER DISTRICT RESPONSIBILITIES

Each Consortium Member agrees to provide timely input and feedback on proposed budgets and amendments. Consortium members agree to review and approve the Stronger Connections Grant Application and Budget Form prior to submission to the Oregon Department of Education.

ADMINISTRATION

The Consortium shall be governed and administered by the Consortium Lead, with active input from all Consortium Members. The Consortium Lead shall invite and maintain a process for all Consortium Members to have an active role in the planning, budgeting, and review of the Stronger Connection Grant Activities.

The Consortium Lead shall solicit participation from all Consortium Members to develop SCG budgets and plan spending for the grant. The Consortium Lead shall make consistent efforts to obtain input and participation from all Consortium Members through written communication and coordinating meetings with Consortium Members. The Consortium Lead shall incorporate Consortium Members' input through a fair and consensus-based process. On request, the Consortium Lead shall provide ODE with evidence of communication to Consortium Members, including engagement in the budget development process.

The Consortium Lead shall submit SCG claims to ODE in a timely manner.

INDEPENDENCE RETAINED

It is expressly understood and agreed to by the Consortium Members that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the Consortium Members, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district or educational service district be liable for the debts and obligations of another school district or educational service district.

DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

FINANCIAL PROVISIONS

The Consortium Lead shall authorize only those expenditures that are reasonable and necessary to accomplish the objectives of the Migrant Education Program described above, following the federal Uniform Grant Guidance, Education Department General Administrative Regulations (EDGAR), and Oregon State Law.

The Consortium Lead shall follow the principles of "supplement, not supplant" in all spending decisions.

APPLICATION OF LAWS, RULES AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the administrators to govern the operation of the program shall comply with the laws of the state of Oregon, with rules and regulations of the Oregon Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All Consortium Members shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

All Consortium Members agree to cooperate as needed to assure that all required services and responsibilities are provided by the Consortium Members and that the educational programs and activities are operated in compliance with all applicable laws.

BINDING EFFECT

Upon execution by the undersigned, this Agreement shall be binding upon the Consortium Lead and Consortium Members hereto and any successors they assign.

Name of Consortium Lead Superintendent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Consortium Lead Superintendent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Consortium Member Superintendent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Consortium Member Superintendent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Consortium Member Superintendent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Consortium Member Superintendent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_