

**OFFICE OF CHIEF INFORMATION OFFICER**  
**Summary of State Board of Education Agenda Items**  
**August 6, 2020**

**OFFICE OF TECHNOLOGY AND STRATEGIC SERVICES**

03. Action: Approval of the authority for the MDE to approve the districts grants and distribution of funds from Senate Bill 3044 [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan]

Background and Purpose: The Mississippi Legislature enacted the “Equity in Distance Learning Act” (SB3044) to provide that allocations to districts under the program shall be made based on Average Daily Membership (ADM).

Funding Source: Federal Funds – from SB3044 "Equity in Distance Learning Fund"

Basis for Awarding the Grants: Applications for the Equity in Distance Learning Program

This item references Goals 1, 2, 3, 4, 5 and 6 of the *Mississippi Board of Education 2018-2022 Strategic Plan*.

Recommendation: Approval

Back-up material attached

# Equity in Distance Learning Act

**FY21**



**MISSISSIPPI  
DEPARTMENT OF  
EDUCATION**

*Ensuring a bright future for every child*

## **Office of Technology and Strategic Services**

**Release Date**

**August 10, 2020**

**Due Date**

**September 1, 2020**

## **Uses of Funds**

Senate Bill 3044 from the 2020 Regular Session of the Mississippi Legislature establishes that districts and schools receiving these funds may use them for any of the following:

- The purchase of laptop computers, tablets, assisted learning devices or other devices which can be used personally by a student or teacher in their home or in the classroom;
- The purchase of learning management systems, software and other online tools;
- The purchase and installation of hardware to provide for or enhance the internet connectivity of school's students, including the cost of establishing personal or centrally located hotspots;
- The enhancement of security related to devices or connectivity to comply with state and federal law, and to protect students, teachers and administrators and other staff working within the school;
- The delivery of professional development related to use of devices, connectivity or other relevant components of distance learning for teachers, students and the wider community, including parents or guardians of students enrolled in the school; and
- Materials or equipment necessary to increase health and safety precautions in classrooms or other school facilities.

Funds should be used to purchase items submitted in the Needs Assessment sent to MDE.

Funds will become available upon approval of a successful application, must be obligated by **September 11, 2020**, and liquidated by **December 8, 2020**.

## **Criteria for Funding**

### **Eligibility**

In order to be eligible to receive funding under this program, the school must prioritize first the purchase of laptop computers, tablets, assisted learning devices or other devices which can be used personally by a student or teacher in their home or in the classroom. Schools must equip every student with a grade-appropriate device, as recommended by the MDE before incurring the expense of learning management systems, software and other online tools or the purchase and installation of hardware to provide for or enhance the internet connectivity of school's students, including the cost of establishing personal or centrally located hotspots, which are the next priorities of spending.

The district or school must match twenty percent (20%) of the funds received through EDLA with funds from the Elementary and Secondary School Emergency Relief (ESSER) Fund or any funds made available to a school district or charter school for such purposes from any federal, state, public or private entity.

Funds under this program must be used to purchase products from vendors listed on the Express Products List (EPL) unless the school district or school can demonstrate to the MDE that the products purchased from vendors not listed on the EPL:

1. Meet or exceed the technological specifications and functionality required by the MDE; and
2. Can be purchased at a price that is less than any of the prices listed on the EPL for a comparable product.

### Funding

Applicants shall receive funding based on average daily membership, as defined in Mississippi Code Section 37-151-5 and as calculated in the 2019-2020 school year. For any school not funded under the Mississippi Adequate Education Program (MAEP), the MDE will calculate the average daily membership equivalent or fund the school based on enrollment. Additional funding will be provided to assist in meeting a portion of the needs assessment, if funding is available.

Any applicant that will not need the full amount based on the allocation prescribed above, will receive an allocation that matches their need. Any funds that remain after this review will be reallocated to districts/schools that need additional funding to meet their needs assessment.

### Reimbursement

Applicants will be able to seek reimbursement monthly by submission of a Request for Funds form to the Office of Technology and Strategic Services. Along with this request the applicant must attach:

- The original, itemized invoice of purchase or authentic copy;
- Proof of insurance for items purchased; and
- Monthly Expenditure/Budget Reports

### Applications

Applications for the Equity in Distance Learning program funds must be received **no later than 3:00 p.m. September 1, 2020. Please email applications to [grantapp@mdek12.org](mailto:grantapp@mdek12.org).**

Any questions regarding the application process should be addressed to Joshua Huwe, Infrastructure Engineer, Office of Technology and Strategic Services at (601-359-3487) or email [jhuwe@mdek12.org](mailto:jhuwe@mdek12.org).

### Application Requirements

A completed application includes all the following components in sequential order:

- ❑ A completed application cover page, including all required signatures,
- ❑ Signed assurances with original signatures,
- ❑ A Distance Learning Plan
- ❑ A Technology Sustainability Plan,
- ❑ A Responsible Use Policy
- ❑ Budget Summary (Form A),
- ❑ Budget Narrative (Form B), and
- ❑ Matching Budget Narrative (Form C)
- ❑

# Form 1-Cover Page

## Equity in Distance Learning Act (EDLA) Program FY 21 (School Year 2020-2021) Application

<b>School District (School)Name:</b>	<b>Address:</b>	<b>City, State, Zip:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>Amount Allocated under EDLA Program</b>  \$ _____	<b>Required Match (20%)</b>  \$ _____	<b>DUNS#</b>

**Required signatures/dates:**

\_\_\_\_\_

Superintendent Date Typed Name

\_\_\_\_\_

Business Manager Date Typed Name

\_\_\_\_\_

Technology Coordinator Date Typed Name

\_\_\_\_\_

Phone Number for Technology Coordinator E-Mail Address for Technology Coordinator

**For MDE use only:** Mississippi Department of Education Approval

EDLA Reviewer \_\_\_\_\_

OTSS 2<sup>nd</sup> Level Reviewer \_\_\_\_\_

Grants Management Reviewer \_\_\_\_\_

Chief Information Officer \_\_\_\_\_

Approval Date: \_\_\_\_\_

**According to the Equity in Distance Learning Act:**

1. The grantee must prioritize first the purchase of laptop computers, tablets, assisted learning devices or other devices which can be used personally by a student or teacher in their home or in the classroom. The grantee must equip every student with a grade-appropriate device, as recommended by the MDE before incurring the expense of learning management systems, software and other online tools or the purchase and installation of hardware to provide for or enhance the internet connectivity of school's students, including the cost of establishing personal or centrally located hotspots, which are the next priorities of spending.
2. The grantee must match twenty percent (20%) of the funds received through EDLA with funds from the Elementary and Secondary School Emergency Relief (ESSER) Fund or any funds made available to a school district or charter school for such purposes from any federal, state, public or private entity.
3. The grantee funds under this program must be used to purchase products from vendors listed on the Express Products List (EPL) unless the school district or school can demonstrate to the MDE that the products purchased from vendors not listed on the EPL:
  - a) Meet or exceed the technological specifications and functionality required by the MDE; and
  - b) Can be purchased at a price that is less than any of the prices listed on the EPL for a comparable product.
4. The grantee must compile and maintain an inventory list of all devices purchased and issued to students, teachers and administrators and other staff, as well as any supporting technology or equipment used to support the school's distance learning plan.
5. The grantee must purchase the items (with specifications) that have been identified in the Needs Assessment that was submitted to the MDE.

**According to the Coronavirus Aid, Relief and Economic Security (CARES) Act:**

6. The grantee adheres to the applicable provisions of the CARES Act (Section 5001) and in compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides that payments made under this section may only be used to cover costs that –
  - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
7. The grantee adheres to maintaining records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records for Fiscal Year 2019 and 2020;
- c. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
- d. Contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
- e. Grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
- f. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- g. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- h. All internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
- i. All investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payments is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

**According to Mississippi Department of Education (MDE) Policy:**

8. The grantee adheres to the applicable provisions of the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). The grantee shall be an equal opportunity employee and shall perform to all applicable requirements; accordingly, the applicant shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap or sex in a manner prohibited by law. Further, the applicant agrees to comply with the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act.
9. All Non-Federal entities/grantees that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with provisions of OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards.
10. The grantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit examine any pertinent books, documents, papers, and records of grantee related to grantee's charges and performance

under this agreement. Such records shall be kept by grantee for a period of five years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Grantee agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues, which arise from it.

11. The grantee assures that it possesses legal authority to apply for and receive funds under this agreement.
12. The grantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments.
13. This agreement shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.
14. The grantee shall perform all services as an independent grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by grantee with respect to third parties shall be binding on the MDE.
15. The MDE, by written notice, may terminate the grant, in whole or in part, if funds supporting the grant are reduced or withdrawn. To the extent that the grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of the grant for services rendered prior to the effective date of termination. The MDE, by written notice, may terminate the grant for nonperformance by the grantee at any time during the term of the grant. The grantee agrees that work, data, etc. created under the auspices of the grant shall be turned over to the MDE upon such termination. The MDE, in whole or in part, may terminate the grant for cause by written notification. Furthermore, the MDE and the grantee may terminate the agreement, in whole or in part, upon mutual agreement. Either the MDE or the contractor may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. The contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by the agreement, less payments of compensation previously made.
16. This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.
17. The grantee shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

18. The LEA further assures that any and all technology purchases made with funds received from this grant meet the minimum technical specifications set forth by the MDE.

**Furthermore,**

19. The grantee assures that it meets the three certifications as specified in ED Forum 80-0013, regarding lobbying, debarment/suspension/responsibility status, and drug-free workplace.
20. The grantee assures that it meets as applicable, the assurances relating to legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards; wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all Federal laws, executive orders, and regulation.

**In addition,**

21. The Applicant(s) hereby assures and agrees that, in accordance with statutes and regulations, submitting this proposal shall comply with the following:
22. The proposed program has engaged in timely and meaningful consultation with private school officials;
23. Property acquired under the Equity in Distance Learning Act Program will remain within the appropriate facility for continued use by the grantee after the funding period has expired. If program ends, all property will remain with the district where students attend at the discretion of the MDE;
24. The grantee agrees to fully cooperate with all monitoring, audit, evaluation, and reporting requirements established by the MDE and/or authorized representatives;
25. The grantee will submit all required data and reports, as required and/or requested, to the State of Mississippi and the United States Department of Treasury;

## **MISSISSIPPI DEPARTMENT OF EDUCATION STANDARD GRANT TERMS AND CONDITIONS**

Certain terms and conditions are required for receiving grants from the Mississippi Department of Education (MDE); therefore, the grantee will agree to the items that follow.

### **Availability of Funds**

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the congressional appropriation of funds and the receipt of federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

### **Changes**

This agreement shall not be modified, altered or changed, except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.

### **Independent Grantee**

The Grantee shall perform all services as an independent Grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Grantee with respect to third parties shall be binding on the MDE.

### **Termination**

The MDE, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The MDE, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the MDE and the Grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the MDE or the Grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of the Grantee covered by the agreement, less payments of compensation previously made.

### **Access to Records**

The Grantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Grantee related to Grantee's charges and performance under this agreement. Such records shall be kept by Grantee for a period of five (5) years after final payment under this agreement, unless the MDE authorized their earlier disposition. Grantee agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

### **Laws**

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

### **Legal Authority**

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

### **Equal Opportunity Employer**

The Grantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap or sex in any manner prohibited by law.

### **Copyrights**

The Grantee: (i) agrees that the MDE shall determine the disposition to title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to other solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of an infringement claim or suite, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

**Personnel**

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike and dignified manner.

**Surrender of Equipment**

Grantee and MDE shall jointly conduct a closing inventory and Grantee shall replace or repair all equipment lost, damaged or destroyed to make up any deficiency between the opening and closing inventories. Grantee shall transfer all equipment per MDE’s guidance and written instructions.

**Assignment**

Grantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

**Mississippi Ethics**

It is the responsibility of the Grantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest. A statement attesting to said compliance shall be on file by the Grantee.

I have **read** and **agree** to comply with the standard terms and conditions **and** grant assurances. I certify that the contents of this proposal, if funded, will be followed for the implementation of the Equity in Distance Learning Act Program described herein. *The signature of the Superintendent on this page must match the signatures on the cover page.*

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee Name

## Distance Learning Plan

Each applicant is required to submit a distance learning plan that is both appropriate and achievable. Please submit a plan that provides a detailed description of how your district/school will:

- Develop, implement and maintain distance learning capabilities with a focus on device procurement and connectivity to the internet for students and teachers;
- Make specific provisions for its students with special needs, including the purchase of appropriate devices and equipment; and
- Prioritize the use of funds.
- The following components should be addressed:
  - Devices and services: Laptops or tablets for all students who need one
  - Connectivity: Data plans with hotspots to connect to the internet
  - Digital curriculum and learning management systems: High-quality instructional materials and the best online platform(s) to deliver them
  - Professional development for teachers, parents, and school staff: Training teachers how to deliver instruction online and training parents how to support their children with technology at home
  - Computer security, planning, and support: Device management, software, network configuration and accessibility
  - Telehealth/Teletherapy: Devices, connectivity, curriculum and professional development will support student access to telehealth/teletherapy and social-emotional learning.

## Technology Sustainability Plan

With the understanding that this grant program is funded with limited time federal funding, each applicant must submit a technology sustainability plan. Please submit a plan to describe how devices and other technology purchased and used by the school, students, teachers, administrators and staff will be maintained throughout their usage and replaced before the expiration of the term of their expected useful life without additional state funds.

## Responsible Use Policy

Applicants must provide a copy of their local school board approved responsible use policy. This policy must address the use of devices and other technology purchased under this grant. The policy must include provisions:

- Requiring students, parents or guardians, teachers, administrators and other staff to agree in writing to the provision in the policy and may include fines for intentional loss or damage to devices; and
- Acknowledging that the district/school shall assume the control of ownership and liability for personal devices and other equipment purchased under the EDLA program until the personal device or other equipment:
  - No longer serves the school or related school purposes for which it was acquired and is sold by public auction under Section 17-25-25;
  - Is sold to students in Grade 12 under the provisions of Section 37-7-459; or

- Is traded in to a vendor as part of a subsequent purchase.



# FORM A

## BUDGET SUMMARY

### FY21 Equity in Distance Learning Act Funds

Name of Institution/Organization:	Applicants must request funding by November 30, 2020. Please read all instructions before completing form.	
Budget Categories	EDLA - 80% Fund 8218	Matching – 20% Fund _____
Contractual (Object 300s)		
Supplies (Object 600s)		
Equipment (Object 700s)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total Costs		

# FORM B

## BUDGET NARRATIVE

### FY21 Equity in Distance Learning Act Funds (80%)

Use the Budget Narrative form to provide a complete budget narrative **for the project**. On this page, please provide a **brief** but **detailed** budget narrative that explains the basis for estimating the costs of materials and supplies, consultants, and any projected expenditures. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated.

CATEGORY / Activity	AMOUNT	GENERAL DESCRIPTION
Contractual		
Supplies		
Equipment.		
Other (Specify)		
Other (Specify)		
GRANT TOTAL		

# FORM C

## MATCHING BUDGET NARRATIVE

### Matching with Other Funding Source (20%)

Use the Budget Narrative form to provide a complete budget narrative **for the project**. On this page, please provide a **brief** but **detailed** budget narrative that explains the basis for estimating the costs of materials and supplies, consultants, and any projected expenditures. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated.

CATEGORY / Activity	AMOUNT	GENERAL DESCRIPTION
Contractual		
Supplies		
Equipment.		
Other (Specify)		
Other (Specify)		
GRANT TOTAL		

