

MISSISSIPPI DEPARTMENT OF EDUCATION
GRANT SIGNATURE SHEET
P. O. BOX 771
JACKSON, MISSISSIPPI 39205

<p>1. Grantee's Name and Address</p>	<p>2. Grantee's Contact Person and Telephone No.</p> <p>_____</p> <p>3. CFDA No. _____</p> <p>4. Title of Federal Program _____</p> <p>5. Federal Award No. _____</p> <p>6. Grant Beginning and Ending Dates: <u>Year 1 (FY 2019) May 9, 2019- April 30, 2020 (with a liquidation period ending July 12, 2020); Year 2 (FY 2020) May 1, 2020 – April 30, 2021 (with a liquidation period ending July 12, 2021); Year 3 (FY 2021) May 1, 2021 – April 30, 2022 (with a liquidation period ending July 12, 2022).</u></p>
--------------------------------------	---

7. The following funds are obligated:

SY	GENERAL	FEDERAL/OTHER	TOTAL
FY19	N/A	\$250,000.00	\$250,000.00
FY20	N/A	\$250,000.00	\$250,000.00
FY21	N/A	\$200,000.00	\$200,000.00
Grand Total	N/A	\$700,000.00	\$700,000.00

8. The grantee agrees to carry out tasks outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Statement of Work</p> <p><input checked="" type="checkbox"/> Budget Summary</p> <p><input checked="" type="checkbox"/> Budget Narrative</p> <p><input checked="" type="checkbox"/> Standard Terms and Conditions</p> | <p><input type="checkbox"/> Reporting Requirements</p> <p><input type="checkbox"/> Special Condition</p> <p><input type="checkbox"/> Travel Policy</p> <p><input checked="" type="checkbox"/> Other: <u>Attachment 1 and 2</u></p> |
|---|--|

<p>9. Approved for the Mississippi Department of Education</p> <p>_____</p> <p>Signature _____ Date _____</p> <p>Name: _____</p> <p>Title: Chief Academic Officer</p> <p>_____</p> <p>Signature _____ Date _____</p> <p>Name: Monique Corley</p> <p>Title: Director, Office of Procurement</p>	<p>10. Approved for Grantee</p> <p>_____</p> <p>Signature _____ Date _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	---

INTRODUCTION

The grant agreement between the Mississippi Department of Education (hereinafter referred to as the "MDE") and _____ (hereinafter referred to as the "Grantee") is for the purpose of administering the _____ Grant Awards. The time period of the grant will be Year 1 (FY 2019) May 9, 2019- April 30, 2020 (with a liquidation period ending July 12, 2020); Year 2 (FY 2020) May 1, 2020 – April 30, 2021 (with a liquidation period ending July 12, 2021); Year 3 (FY 2021) May 1, 2021 – April 30, 2022 (with a liquidation period ending July 12, 2022).

STATEMENT OF WORK

The grantee, _____, will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in the earlier documents.

Attachment 1: The Mississippi Department of Education Request for Proposal for FYXX _____
Grant dated _____.

Attachment 2: Proposal submitted by _____

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The statement of work is outlined in detail in the attached Request for Proposal and the proposal. The grantee is expected to perform all specified tasks unless otherwise notified by the department or mutually agreed upon by the grantee and the Mississippi Department of Education.

PROGRAM REPORTING, COMPENSATION AND FINANCIAL REPORTS

The Mississippi Department of Education will grant _____ an amount not to exceed \$___ for the purpose of _____ Grant Awards. Payment shall be made to the grantee upon completion of the terms specified in the grant and upon receipt of invoice within ten days of the completion of the work.

STANDARD TERMS AND CONDITIONS**Availability of Funds**

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi 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 the Mississippi Department of Education 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 Mississippi Department of Education.

Termination

The Mississippi Department of Education, 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 Mississippi Department of Education 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 Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education 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 bear 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 Mississippi Department of Education, 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 Mississippi Department of Education authorized their earlier disposition. Grantee agrees to refund to the Mississippi Department of Education 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.

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.

Compliance with Laws

The Grantee understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Grantee agrees during the term of this agreement that Grantee will strictly adhere to this policy in its employment practices and provisions of services. Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations.

Copyrights

The Grantee: (i) agrees that the MDE shall determine the disposition of the 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 others 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 any infringement claim or suit, 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 Choose appropriate

On termination or expiration of this agreement, grantee shall restore all equipment furnished under this agreement to the Mississippi Department of Education in the same condition as when originally made available to grantee, reasonable wear and tear expected. Grantee and the Mississippi Department of Education shall jointly conduct a closing inventory and grantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between opening and closing inventories.

Assignment

Grantee shall not assign or subcontract in whole or in part, its rights of obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted

assignment without said consent will be void and of no effect.

Property, Equipment and Supplies Choose appropriate

Property, equipment and supplies purchased, in whole or in part, with funds provided under this agreement shall be procured, accounted for and disposed of in accordance with applicable State and Federal laws and regulations. Title to any equipment and supplies purchased under this agreement shall be vested in the grantee. In addition, please note that the intent of the program is to ensure that materials are purchased for the teachers' use during professional development, as well as upon their return to the school district. Property, equipment and supplies are not to be purchased for school districts.

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.

BUDGET NARRATIVE

The Mississippi Department of Education will pay _____ an amount not to exceed \$___ using the breakdown of expenses below. Travel expenses will be documented in accordance with the attached travel policy.

MISSISSIPPI DEPARTMENT OF EDUCATION
 GRANT BUDGET SUMMARY
 P. O. BOX 771
 JACKSON, MISSISSIPPI 39205

1. Grantee's Name and Address	2. Grantee's Contact Person and Telephone No. _____ 3. CFDA No. _____ 4. Title of Federal Program _____ 5. Federal Award No. _____ 6. Grant Beginning and Ending Dates: Year 1 (FY 2019) May 9, 2019- April 30, 2020 (with a liquidation period ending July 12, 2020); Year 2 (FY 2020) May 1, 2020 – April 30, 2021 (with a liquidation period ending July 12, 2021); Year 3 (FY 2021) May 1, 2021 – April 30, 2022 (with a liquidation period ending July 12, 2022. 7. Original <input checked="" type="checkbox"/> /Modification Number _____
-------------------------------	---

COST CATEGORY	TOTAL FUNDS
1. Salaries, Wages, Fees, and/or Fringe Benefits	1. _____
2. Travel (see travel policy) a. in-state b. out-of-state	2. _____ a. _____ b. _____
3. Contractual Services a. _____ b. _____ c. _____	3. _____ a. _____ b. _____ c. _____
4. Commodities	4. _____
5. Equipment a. _____ b. _____ c. _____	5. _____ a. _____ b. _____ c. _____
6.	6. _____
GRAND TOTAL	\$XXXX