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

1. Subgrantee's Name and Address	2. Subgrantee's Contact Person and Telephone No. LaShonda Ivory (662) 627-8500 3. CFDA No. 84.425U 4. Title of Federal Program ARP ESSER III 5. Federal Award No. S425U210032 6. Grant Beginning and Ending Dates February 18, 2022 – September 30, 2024 (with liquidation period ending December 30, 2024)
Clarksdale Municipal School District 526 South Choctaw Street Clarksdale, MS 38614	

7. The following funds are obligated:

SY	GENERAL	FEDERAL/OTHER FUNDS	TOTAL
FY 2022 - 2024	-	$2,615,699.00	$2,615,699.00
GRAND TOTAL	-	$2,615,699.00	$2,615,699.00

8. The Subgrantee 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:

- X Statement of Work
- X Budget Summary
- X Budget Narrative
- X Standard Terms and Conditions
- X Reporting Requirements
- ___ Special Condition
- ___ Travel Policy
- ___ Other: _____

9. Approved for the Mississippi Department of Education

Signature 4/4/22 Date
Name: Dr. Kim S. Benton
Title: Chief Academic Officer

Signature 4/7/2022 Date
Name: Monique Corley
Title: Director, Office of Procurement

10. Approved for Subgrantee

Signature 2/21/22 Date
Name: Dr. Joe Nelson
Title: Superintendent

1. INTRODUCTION

The grant agreement between the Mississippi Department of Education (hereinafter referred to as the "MDE") and Clarksdale Municipal School District (hereinafter referred to as the "Subgrantee") is for the purpose of adopting and implementing High-Quality Instructional Material. The time period of the grant will be February 18, 2022 to September 30, 2024.

2. STATEMENT OF WORK

The Subgrantee, Clarksdale Municipal School District, 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 ARP/ESSER III High-Quality Instructional Materials (HQIM) Grant

Attachment 2: Application submitted by Clarksdale Municipal School District

Attachment 3: Amendment One Recipient Questions and Answers dated November 16, 2021

The above documents, as well as written interpretations and grant negotiations and/or budget revisions, will govern this grant.

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

3. PROGRAM REPORTING, COMPENSATION AND FINANCIAL REPORTS

The Mississippi Department of Education will grant Clarksdale Municipal School District an amount not to exceed $2,615,699.00 for the adopting and procuring High-Quality Instructional Materials, Professional Learning for implementation of procured material. Reimbursements shall be made to the Subgrantee upon submission of request for funds form and any required documents as defined in the grant application or assurances. Reimbursements shall be made to the Subgrantee for amounts that represent expenses, which have been incurred and/or obligated in the current period and are allowable for the above-mentioned grant program. In addition, the amount requested shall not cause the Cash Balance on Hand to exceed the amount needed for reimbursement of expenses and liquidation of obligations. Requests should be submitted once a month prior to the established MDE School Payment deadline for that month. Funds will be transferred according to the established MDE School Payment Calendar.

4. MISSISSIPPI ETHICS

It is the responsibility of the Subgrantee 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 Subgrantee.

5. STANDARD TERMS AND CONDITIONS

Access to Records

The Subgrantee 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 Subgrantee related to Subgrantee's charges and performance under this agreement. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorized their earlier disposition. Subgrantee agrees to refund to the Mississippi Department or 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.

Assignment

Subgrantee 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.

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 any time, 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 Subgrantee, to reduce the amount of funds payable to the Subgrantee 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.

Compliance with Laws

The Subgrantee 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 Subgrantee agrees during the term of this agreement that Subgrantee will strictly adhere to this policy in its employment practices and provisions of services. Subgrantee 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 Subgrantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Subgrantee 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 Subgrantee 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 Subgrantee 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.

Subgrantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Subgrantee'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 Subgrantee's opinion be likely to become, the subject of any infringement claim or suite, the Subgrantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

Independent Subgrantee

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

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

Personnel

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

Property, Equipment and Supplies

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.

Surrender of Equipment

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

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 Subgrantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education or the Subgrantee 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 Subgrantee 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 Subgrantee covered by the agreement, less payments of compensation previously made.

6. BUDGET NARRATIVE

The LEA shall submit a revised budget narrative to address the allocated amounts and the Mississippi Department of Education will pay an amount not to exceed **$2,615,699.00**.

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

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Clarksdale Municipal School District 526 South Choctaw Street Clarksdale, MS 38614	LaShonda Ivory (662) 627-8500 3. CFDA No. 84.425U 4. Title of Federal Program ARP ESSER III 5. Federal Award No. S425U210032 6. Grant Beginning and Ending Dates February 18, 2022 – September 30, 2024 (with liquidation period ending December 30, 2024)

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	Total $2,615,699.00