The
WALTON FAMILY
FOUNDATION

P.O. Box 2030 | Bentonville | AR 72712-2030

December 3, 2013

Mr. Dennis Dupree
Clarksdale Municipal School District
101 McGuire Street
P.O. Box 1088
Clarksdale, MS 38614

RE: Grant #2013-1341

Dear Mr. Dupree

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a 22-month grant in the amount of $103,881.00 to the Clarksdale Municipal School District ("CMSD" - the "Grantee"). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support a teacher mentoring program for the three school districts in Coahoma County: The Clarksdale Municipal School District, the Coahoma County School District, and the Coahoma Agricultural School District. This grant is more fully described in Grantee's proposal dated September 24, 2013. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: One Hundred Three Thousand Eight Hundred Eighty One Dollars ($103,881.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	$52,634.00	Upon completion of a signed grant agreement
#2	$51,247.00	November 30, 2014

3. **Payable:** Initial installment of $52,634.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

Year Two installment of $51,247.00 shall be contingent upon the Foundation's approval of the Grantee's activities as evidenced by the reports described in paragraph 5) below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make

its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
July 15, 2014	Interim Financial and Narrative
December 30, 2014	Interim Financial and Narrative
December 31, 2015	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix 1.

All reports will be sent electronically to HomeRegion@wffmail.com. If you have questions relative to reporting, please contact Janet Post, Home Region Focus Coordinator, 479-464-1576 or, email jpost@wffmail.com. Please reference Grant #2013-1341on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(ii) Grantee fails to comply with the terms of this letter; or

(iii) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors, officers, employees or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding the grant, your point of contact at the Foundation will be Senior Program Officer, Kathy Smith. She can be contacted via phone or email as follows: Telephone number (479) 464-1567, Fax number (479) 464-2167 and Email ksmith@wffmail.com. Please reference Grant #2013-1341 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self addressed envelope. If the

signed acknowledgment of this letter is not received in the Foundation's office by December 9, 2013, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Buddy D. Philpot
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mr. Dennis Dupree Date)
Clarksdale Municipal School District

Appendix A: Clarksdale Municipal School District
Coahoma County Teacher Mentoring Program

Output Performance Measures:

- By December 31, 2015 and for each of the two years, 100 percent of the mentors will participate in a two-day mentor training program as documented in program files. In year one, 32 mentors will receive 16 hours of training.
- By July 15, 2014, at least 70 new teachers in the three districts or those identified in need of assistance by the state's rating system (MSAR) will receive 70 hours of mentoring as measured by program files.

Outcome Performance Measures:

- By December 31, 2015, new teacher turnover will be reduced for each participating school district by 5 percent in year one and 3 percent in year two as documented in program files. Each district will use the 2013 turnover rate as a baseline. From 2012 to 2013, Clarksdale lost 26 or 48 percent (of the total of 54) of its new teachers; Coahoma County lost 17 or 63 percent (of the total of 27) of its new teachers; and Coahoma Agricultural lost 1 or 50 percent (of the total of 2) of its new teachers.
- By December 31, 2015, 50 percent of mentored teachers in each year will receive a 3 or higher on the state teacher assessment (MSAR) as documented in program files. The MSAR measures teachers from level 1 (poor) to level 4 (distinguished).
- At the end of each school year, 70 percent of the students in the mentees' classes will meet their growth targets on the NWEA formative assessment as measured by NWEA reports and program files. The current average for meeting NWEA goals across the districts is 55 percent.