

ASSURANCES

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the assurances set forth below:

1. The grantee shall be an equal opportunity employee and shall perform to all other 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 any manner prohibited by law. Further, the applicant agrees to comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitations Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act;
2. 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;
3. The grantee assures that it possesses legal authority to apply for and receive funds under this agreement;
4. The grantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments;
5. 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;
6. 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;
7. The MDE, by written notice, may terminate the grant, in whole or in part if funds supporting the grant are reduced or withdrawn.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 non performance 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 Mississippi Department of Education

or the grantee 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 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 contractor covered by the agreement, less payments of compensation previously made;

8. 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;
9. Grantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of MDE. Any attempted assignment without said consent shall be void and of no effect; and
10. The grantee further assures that any and all technology purchases made with funds received from this grant shall meet the minimum technical specifications set forth by the MDE.
11. The grantee shall provide the MDE with a final report on the grant by the date specified by MDE.
12. The grantee shall provide the MDE with pre- and post-test assessment data with narrative by the date specified.
13. The grantee will select personnel to be the district dyslexia contact who will (1) receive training in dyslexia at the initial meeting with MDE and other grantees; (2) receive training in the dyslexia multisensory, language-based program(s) selected by the district to be used with identified students; and, (3) oversee the implementation of the dyslexia plan outlined in the request for proposal. This person will make a three-year commitment to the grant process.

Superintendent's Signature

Dr. Gearl Loden
Typed Name

Tupelo Public School District
District

Date