

MEMORANDUM OF AGREEMENT
Educational Remote Learning Devices Grant Program

THIS AGREEMENT, entered into on this 28th day of July, 2020, by and between the ALABAMA STATE DEPARTMENT OF EDUCATION (ALSDE) and Mobile County Board of Education (Grantee), PO Box 1800691 Magnum Pass, Mobile, AL 36618, is in accordance with the resolution by the Alabama State Board of Education on September 19, 1967, authorizing the State Superintendent of Education to enter into various contracts and has the following stipulations:

1. The ALSDE agrees, through its Educational Remote Learning Devices grant program, to provide the Grantee \$6,715,201 for the purchase of electronic devices and software, and related training and maintenance services, for the purpose of facilitating remote virtual learning and the overall continuity of learning as a direct response to the COVID-19 pandemic. No other purpose is authorized.
2. Funds for this grant program are 100% federal and available from the Coronavirus Relief Fund (CRF) authorized by the federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), CFDA 21.019, Major Program 4924, Program 25-9100/9120.
3. Grant funds will be disbursed or otherwise reimbursed as eligible costs subject to the terms herein are incurred by the Grantee utilizing reimbursement request forms provided to the Grantee by ALSDE. CRF funds may be used for eligible costs incurred by the Grantee up to and until December 15, 2020, at the latest, and all funds not requested by that date terminate and revert to the ALSDE.
4. The Grantee acknowledges its responsibilities under this agreement and hereby provides the following certifications and assurances:
 - a. In accordance with federal law, the Grantee agrees that funds provided under this agreement shall only be used to cover costs that:
 - i. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - ii. were not accounted for in the Grantee's budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act); and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 15, 2020.
 - b. Prior to requesting reimbursement of eligible costs, the Grantee will provide ALSDE – Education Technology Section with the following information relating to the devices intended to be purchased:
 - i. Remote Learning Plan compatible with the devices to be purchased;

- ii. **Instructor Proficiency** – The Grantee must ensure teachers and instructors are proficient in the operations of the remote learning device, are able to troubleshoot or have access to technical support for the remote learning devices, and are familiar with the curriculum, teaching plan or other methods of remote learning delivery;
 - iii. **Connectivity** – If necessary for delivery, the Grantee must develop a plan to ensure each student has access or availability to the internet; and
 - iv. **Maintenance** – The Grantee must develop a plan for maintenance of the devices, including software updates, physical repairs, and replacement of lost or damaged devices.
- c. Funds provided under this agreement shall only be utilized pursuant to and consistent with all federal and state laws including rules prescribed by the State Superintendent for the purposes set forth in this agreement and no other purpose.
- d. Funds provided under this agreement will not be used for revenue replacement.
- e. Grantee will spend or return any funds provided by ALSDE under this agreement by December 15, 2020.
- f. The Grantee agrees to maintain detailed records concerning the funds provided in this award. Such records must be available for review and subject to audit by appropriate officials of a federal and pass-through agency.
- g. If Federal or State authorities determine that funds received from this award were expended by the Grantee for a purpose other than those authorized by law (hereinafter “unauthorized expenditures”), then Grantee agrees to pay any financial penalties and costs associated therewith resulting from such unauthorized expenditures. If the State or ALSDE is required to pay any penalties or costs associated therewith resulting from an unauthorized expenditure by Grantee, the Grantee agrees to fully indemnify and provide reimbursement in whole. Grantee acknowledges that the State, through the Department of Finance, may be required to file a claim with the State Board of Adjustment against the Grantee to recoup penalty payments made by the State on behalf of Grantee. In the event that a Board of Adjustment claim is necessary as described in this paragraph, Grantee agrees to consent to payment of the claim.
- h. The Grantee understands that the U.S. Inspector General of the Department of the Treasury is required to conduct monitoring and oversight of the receipt, disbursement, and use of funds made available from the CRF. If it is determined that the Grantee has failed to comply with Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, funds used in violation of that section shall be considered, by the State of Alabama, a debt of the Grantee owed directly to the Federal Government.

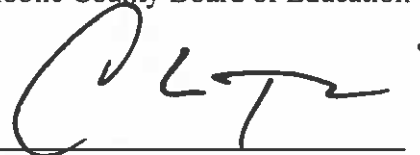
5. If ALSDE determines, after a reasonable investigation and at any time during the term of this agreement, that the Grantee is unlikely to spend the entire award within the established timeframe and cost eligibility guidelines, the ALSDE may, at its sole discretion, withdraw that portion of the award projected to go unspent. ALSDE will provide written notice to Grantee should this occur.
6. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.
7. In compliance with Act 2016-312, the grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
8. For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of Alabama State Bar.
9. Neither party shall have the right to assign or transfer its rights or obligations under this agreement without the written consent of the other party.
10. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.
11. The State Superintendent through his designated representatives will sponsor and approve the purposes, administration and supervision of all phases of the grant activities.
12. The grantee agrees to retain and make accessible for audit original and supporting documents that substantiate direct (and indirect, if applicable) costs charged to this program for five years after final claim to the State Department of Education and, if applicable, until any audit exceptions are resolved. The resolution of any audit exceptions will be the responsibility of the grantee.

13. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA STATE DEPARTMENT
OF EDUCATION

Mobile County Board of Education

/s/ Andy Craig



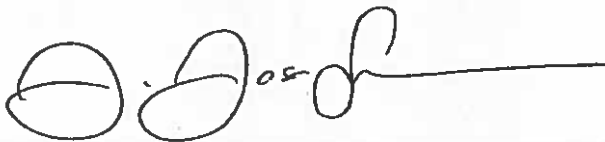
Mr. Chresal Threadgill
Superintendent

Andy Craig
Deputy State Superintendent of Education
Administrative and Financial Services



Eric G. Mackey
State Superintendent of Education

This contract has been reviewed for legal form and appears to comply with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



J. Jason Swann
General Counsel

