

ASSURANCES

(Please read carefully before signing.)

The local education agency/grantee hereby assures that, in accordance with the statute, the school district/organization submitting this shall comply with the following:

Certain terms and conditions are required for receiving grants from the North Mississippi Education Consortium (NMEC); therefore, the grantee will agree to the items that follow.

- A. The local education agency/grantee shall be an equal opportunity employer and shall perform to all other applicable requirements; accordingly, the local education agency/grantee shall neither discriminate nor permit discrimination in its operation 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 local education agency/grantee agrees to comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the No Child Left Behind Act of 2001.
- B. The local education agency/grantee agrees that the NMEC, 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 the local education agency/grantee related to the local education agency/grantee's charges and performance under this agreement. The local education agency/grantee shall keep such records for a period of five years after final payment under this agreement, unless the NMEC authorizes their earlier disposition. The local education agency/grantee agrees to refund to the NMEC 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 that arise from it.
- C. The local education agency/grantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
- D. The local education agency/grantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments.
- E. This agreement shall not be modified, altered, or changed except by mutual agreement by representative(s) of each party to this agreement, and must be confirmed in writing through NMEC grant modification procedures.
- F. The local education agency/grantee shall perform all services as an independent local education agency/grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the local education agency/grantee with respect to third parties shall be binding on the NMEC.
- G. The NMEC, 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 NMEC 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 NMEC, by written notice, may terminate the application for nonperformance of the application at any time during the term of the program. The applicant agrees that work, data, etc. created under the auspices of the program shall be turned over to the NMEC upon such termination. The NMEC, in whole or in part, may terminate the program for cause by written notification. Furthermore, the NMEC and the applicant may terminate the agreement, in whole or in part, upon mutual agreement. Either the NMEC or the awardee 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 applicant 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.

- H. This agreement, and all matters or issues collateral to it, shall be governed by, and constructed in accordance with, the laws of the State of Mississippi.
- I. The local education agency/grantee shall not assign or sub-grant in whole or in part, its rights or obligations under this agreement without prior written consent of NMEC. Any attempted assignments without said consent shall be void and of no effect.
- J. The local education agency/grantee adheres to the applicable provisions of the Education Department General Administrative Regulations (EDGAR): 34 CFR Subtitle A, Parts 1-99.
- K. The local education agency/grantee adheres to the applicable regulations of the Office for Civil Rights, U.S. Department of Education: 34 CFR Subtitle B, Parts 100-199.
- L. The local education agency/grantee adheres to the Office of Management and Budget (OMB) 2 CFR Part 200 (The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards)
- M. The local education agency/grantee assures that salary and wage charges will be supported by proper time reporting documentation that meets the requirements of 2 CFR Part 200.

By signing this statement, the Grantee hereby certifies and assures that the applicant submitting this application shall comply with the above Standard Terms and Conditions, and NMEC Assurances and Certifications in accordance with state and federal regulations requirements, and NMEC policy and requirements pertaining to this program. The applicant certifies further that the information submitted on this application is true and correct.

Superintendent/Executive Director/Fiscal Agent

Date

Applicant

Date