



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminister Street
Providence, Rhode Island 02903-3400

Deborah A. Gist
Commissioner

**COOPERATIVE AGREEMENT
(GRANT)**

BETWEEN: Rhode Island Department of Education
(Office of Instruction, Assessment, and Curriculum)
255 Westminister Street
Providence, Rhode Island 02903

AND: Grantee
Address
City, State Zip

FEIN: XX-XXXXXX

RELATING TO: *Enhancing Content Knowledge and Pedagogical Skill with the Common Core State Standards for Mathematics: MSP Grant Application*

Work and activities by **Grantee Name** to be undertaken in accordance with the attached SECTION I Terms and Conditions and SECTION II Work Program Specifications in consideration of compensation to be made by the Rhode Island Department of Education (RIDE) as set forth in SECTION III Budget.

THIS GRANT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND, UNLESS THIS COOPERATIVE AGREEMENT IS WITH ANOTHER STATE AGENCY, A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS GRANT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RHODE ISLAND DEPARTMENT
OF EDUCATION

GRANTEE

Deborah Gist
Commissioner of Education

Name
Title

DATE: _____

DATE: _____

SECTION I

A. SPECIFIC TERMS AND CONDITIONS

1. Grantee:|

Address:|

FEIN #|

2. Starting Date:|

Termination Date:|

3. Contract Officer:| |
(for the Dept. of Education)

Project Officer:| |
(RIDE)

4. Project Officer:| |
(for the Grantee)

5. Grant Amount and Appropriation Account by Fiscal Year:|

6. Special Conditions:

(This paragraph is required for all cooperative agreements supported by Federal funds. Please delete if the cooperative agreement is supported by State funds.)

RIDE agrees to allocate \$_____ within appropriations account #_____, in above stated annual increments. Grantee agrees to bill RIDE on a quarterly basis by submitting a detailed invoice along with deliverables as required in this cooperative agreement, subject to RIDE approval. Upon RIDE approval, Grantee will be reimbursed for actual costs through a draw down process whereby RIDE draws down funds into Grantee appropriation account/receipt account #_____, or other appropriate method that is acceptable by the parties and the Department of Administration. It is understood by the parties that any unbilled funds will be liquidated after the end of each fiscal year unless otherwise stated in this agreement.

SECTION I (continued)

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Grantee).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Grantee for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended in accordance with Article II herein and/or may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Grantee agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Grantee under this Agreement.

Article 5

Project Officer. The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Grantee under this agreement.

Article 6

Delays. Whenever the Grantee has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Grantee shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

Article 7

Funding. This is a cost reimbursement Agreement. In consideration of work and services performed by the Grantee in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Grantee for allowable costs incurred by the Grantee under this Agreement in an amount not to exceed the amount specified in SECTION I A6 and in accordance with estimated expenditures as set forth in SECTION III Budget. Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at: www.gsa.gov/perdiem. RIDE shall process all invoices within 30 days of date

of invoice. All payments are provisional pending the final audit by the appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Grantee under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Grantee agrees to make claims for reimbursement under this Agreement in Accordance with federal polices governing allowable costs to be charged against federal grants. The Grantee agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Grantee may hold which provides funding from state or federal sources. The Grantee further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Grantee for reimbursement under this Agreement, and/or (b) submitted by the Grantee in meeting any cost participation requirements.

In executing this Agreement the Grantee is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grants award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Grantee specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in the following documents which are incorporated by reference hereto: 45CFR Part 74 (Administration of Grants); DHHS Publication OASH 90-50,000 (Grants Policy Statement) Rev. 4/94; OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the Grantee to comply with the terms of this agreement, the Grantee is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Withholding of Payments. The Grantee shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Grantee to perform or deliver required work, services, or reports under this Agreement due to its own negligence may result in the withholding of payments by RIDE to the Grantee.

The Grantee understands and agrees that failure to meet its requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Grantee hereunder, at the option of RIDE.

Article 11

Termination of Agreement. This Agreement may be terminated upon thirty (30) days written notice by either party. In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement, shall be assigned as described herein in Article 17. Notwithstanding the above, the Grantee shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Grantee; and RIDE may withhold payment to the Grantee for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Grantee is determined. Notice of the effective date of termination will include the reports that must be completed. The above mentioned thirty (30) days written notice notwithstanding, RIDE expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Grantee, in the event that the funding underlying the participation of RIDE is limited or curtailed. Further, the Grantee agrees to hold RIDE harmless from any and all liability, which may arise as a result of the Grantee executing the terms of this Agreement

In the event of termination by either party, final payment by RIDE to the Grantee for work and services provided by the Grantee under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed.

Article 12

Recordkeeping/Inspection of Records and Reports. The Grantee agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with OMB Circulars A-110 and A-133 if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this grant is charged for service, the Grantee must report this income.

Article 13

On-Site Inspection. The Grantee agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 14

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Grantee included in this Agreement as employees, agents, or representatives of RIDE.

Article 15

Nonliability for Personal Injuries. The Grantee will indemnify and hold the State of Rhode Island, RIDE, and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this Agreement.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. RIDE and the Grantee shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and equipment acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. The Grantee further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Grantee under this Agreement or with funds identified by the Grantee as matching expenditures under this Agreement. The Grantee agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

Article 18

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Grantee and RIDE are Joint Owners of the copyright.

Article 19

Publicity. The Grantee will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and

educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Grantee on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 20

Interest of the Grantee. The Grantee covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 21

Civil Rights. The Grantee agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); all other applicable federal and state laws relating to equal employment opportunities; State Executive Order No. 19 dated 15 December 1977, State Executive Order No. 80-9 dated 24 March 1980, and State Executive Order No. 85-11. The Grantee asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, the Grantee agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 22

Drug Free Workplace Policy. The Grantee agrees to comply with the requirements of the Governor's Executive Order No. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. The Grantee acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

Article 23

Environmental Tobacco Smoke. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 24

Subcontracts. Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 25

Lobbying. All Grantees must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 26

Controller's Approval. This Agreement shall take effect upon the issuance of a purchase order, cooperative agreement, and/or grant award by the State Controller.

Article 27

Licensure/Certification. The Grantee shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the grant period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

SECTION II

Name of Grantee

I. BACKGROUND/OVERVIEW/PURPOSE:

|

II. SCOPE OF THE WORK: |

|

TASKS:

|

PROJECT SCHEDULE:

|

DELIVERABLES:

III. PAYMENT TERMS:

|

APPENDIX A

BUDGET

The Contractor estimates that its budget for work to be performed under this Agreement is as follows:

Expense Category	Estimated Expenditures			
	Year 1	Year 2	Year 3	Year 4
1. Employee Salary and Benefits	0	0	0	0
2. Purchased Services	0	0	0	0
3. Supplies and Materials	0	0	0	0
4. Travel	0	0	0	0
5. Printing	0	0	0	0
6. Office Expense	0	0	0	0
7. Other: <i>(describe)</i>	0	0	0	0
8.	0	0	0	0
Subtotal	0	0	0	0
Indirect Cost *	0	0	0	0
TOTAL	0	0	0	0

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor on behalf of this Agreement and to be claimed by the Contractor for reimbursement under this Agreement. It is further understood and agreed that actual expenditures may vary from the estimates set forth above and that such variations shall not in themselves be cause for disallowance of reimbursement by RIDE; provided, however, that the Contractor shall notify the contract officer of the variance and obtain pre-approval, in writing; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDE under this Agreement if such expenditure shall have been incurred in a line item category not listed above. Transfer of funds between categories requires prior written approval by RIDE. In no event shall the total amount of reimbursement claimed by the vendor under this agreement exceed the total approved contract amount.

** Attach a copy of the approved indirect cost documentation*

BUDGET DETAIL SHEET *
 FISCAL YEAR _____

EMPLOYEE SALARY AND BENEFIT DETAIL (TOTAL COMPENSATION)**

NAME	POSITION TITLE	NUMBER OF HOURS OR FTE	HOURLY RATE OR ANNUAL SALARY (including benefits)	SALARY and BENEFIT TOTAL \$
TOTAL REQUEST				

PURCHASED SERVICES DETAIL

NAME	POSITION TITLE	HOURS	HOURLY RATE \$	TOTAL \$
TOTAL REQUEST				\$

OTHER EXPENDITURES DETAIL

EXPENSE CATEGORY	DESCRIPTION	TOTAL
Supplies and Materials		
Travel ***		
Printing		
Office Expense		
Other: <i>(describe)</i>		
Indirect Cost		
Total		\$

* Please include a detail budget sheet for each state fiscal year (July 1st – June 30th)

** Please round hourly rates to the nearest whole dollar and ensure there are no rounding differences with the extended totals.

*** Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.