**REQUEST FOR APPLICATIONS**



**Kindergarten-3rd Grade Literacy Coach Educator in Residence (EIR)**

**Cohort 3**

**Mississippi Department of Education**

**Office of Elementary Education and Reading**

**359 North West Street, Suite 111**

**Jackson, Mississippi 39201**

**Contact: Kristen Wynn**

**Date: January 4, 2021**

**Table of Contents**

**GENERAL INFORMATION**

Program Purpose and Goals 3

Eligibility Criteria ………………………………………………………………….…………………….……… 3

Request for Information ……………………………………………………………………………….……… 4

Application Formatting and Submission Information 4

Formatting Directions 4

Submission and Delivery of Applications 5

Risk of Delivery 5

Conditions of Solicitation 6

Acceptance of Applications 7

Rejection of Applications 7

Disposition of Applications 8

Conflict of Interest 8

Timeline of Activities 8

Application Details 9

Grant Period 11

Award Amount 11

Use of Funds 11

Responsibilities of a Fiscal Agent 12

Program Reports and Evaluation 13

Application Review and Selection Process ………………………….……………………………...…. 14

**FORMS**

Supplemental Form A ………..……………………..…………………..……….………………….……..…..16

Form 2 – Assurances ……………………………………………………..………………………….….….. 17

Form 3 – Standard Terms and Conditions …………………………………………….…......…….. 19

Form 4- Conflict of Interest Disclosure Form ………………………..…………….………………. 22

Attachment A: Acknowledgement of RFA Amendments ………..….………………….……..…..23

**GENERAL INFORMATION**

**1. MISSISSIPPI BOARD OF EDUCATION PROGRAM PURPOSE AND GOALS**

The Mississippi Department of Education (MDE), Office of Elementary Education and Reading, Division of Literacy is seeking competitive written applications from qualified applicants for an Educator in Residence K-3 Literacy Coach. Literacy Coaches will work with the Mississippi Department of Education to implement the *Literacy-Based Promotion Act.*

The Program’s goals are to:

* provide appropriate services to schools to ensure that there is cohesive, sustained, intensive and classroom-focused professional development and coaching that is rigorous, engaging, and aligned to the Mississippi College and Career-Readiness Standards;
* develop non-threatening, open, professional, and collaborative work relationships with district-level school personnel, school-based literacy coaches, principals, and teachers; and
* effectively identify the needs of assigned schools and teachers to prioritize, schedule, organize, and provide technical assistance to teachers to increase grade-level reading outcomes.

**2. ELIGIBILITY CRITERIA**

This solicitation is to provide information required to submit a response to this RFA. Please be aware that changes to previous requirements and/or eligibility may have been made. The selected individual for the K-3 Literacy Coach position must meet the following criteria:

* Master’s Degree in Education with 3 years documented successful experience teaching reading -OR-
* Bachelor’s Degree with 5 years documented successful experience teaching reading with a minimum of 3 years of literacy experience at the State, District, or School Level;
* Valid Mississippi Educator Professional License;
* Successful experience facilitating adult learning and delivering professional development specific to literacy instruction (e.g., professional development feedback / surveys, letters from participants, etc.);
* Experience mentoring, coaching, and providing feedback about instruction to classroom teachers;
* Experience leading others in a collaborative process;
* Ability to maintain a cooperative attitude, demonstrate consideration of others, and maintain rapport with others;
* Experience analyzing and using student achievement data for instructional purposes; and,
* Ability to travel on a daily basis.

**DESIRED QUALIFICATIONS**

The following are preferred credentials, but not required of the applicant:

* Documented experience in reading/literacy or related field;
* Minimum of 3 years documented successful teaching experience in teaching PreK-3 reading (e.g., school assessment data, principal reviews, classroom assessment data, etc.); and/or,
* Successful experience designing professional development specific to evidence-based literacy instruction.

**3. REQUEST FOR INFORMATION**

Written questions concerning the RFA should be **emailed** to:

Kristen Wynn at [kwells@mdek12.org](mailto:kwells@mdek12.org)

The deadline for submitting written questions by email is **January 18, 2021 at 5:00 p.m.** Copies of all questions submitted, and responses will be posted to MDE’s website [www.mdek12.org](http://www.mdek12.org/grants.htm) under the *Public Notices section/Request for Applications, Qualifications, and Proposals* for and will be available to the general public on **January 20, 2021**. **No individual replies will be granted.**

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the application. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of applications. (*Attachment A*)

**4. APPLICATION FORMATTING AND SUBMISSION INFORMATION**

Developed by the MDE, this application information package contains all the forms and instructions necessary to apply for a subgrant under the K-3rd Grade Literacy Coach Educator in Residence (EIR), Cohort 3 RFA. Please review the enclosed materials and carefully follow the instructions for completing the subgrant application. Before submission, review the application requirements to ensure that all sections and documents are complete.

**5. FORMATTING DIRECTIONS**

Applications must be completed and submitted utilizing the format described below. **The following components must be included, in the following order, in all applications that are submitted. Failure to submit the required completed forms with original signatures will result in the rejection of the application. The narrative portions of the application should not exceed one extra page.**

**APPLICATION REQUIRED ELEMENTS AND SUBMISSION FORMS:**

* [Application](https://www.mdek12.org/sites/default/files/docs/public-notice/RFP/request-for-applications-fillable-rev(application).pdf)—*Required Signature(s)*
* Resume
* Certification and Licenses
* Presentation Artifact
* References
* Signed Assurances (Form 2)—*Required Signature(s)*
* Signed Standard Terms and Conditions (Form 3)—*Required Signature*
* Signed Conflict of Interest (Form 4)—*Required Signature*

Applicants should ensure that all guidelines and requirements are met before submitting applications. Please note that the MDE staff will not grant permission to applicants to change the criteria established in the application. This includes extending the date and time applications is due.

**6. SUBMISSION AND DELIVERY OF APPLICATIONS**

**One (1)** original application must be sealed and received **by 5:00 p.m. on** **Friday, February 5, 2021** at the following address based upon the delivery method used:

**Ship Applications to**: Monique Corley, Director

**(FedEx, UPS, etc.)**  Office of Procurement

Mississippi Department of Education

Cohort 3: K-3 Literacy Coach Educator in Residence

359 North West Street

Jackson, MS 39201

**(DO NOT OPEN)**

**PLEASE NOTE: In person deliveries of applications will not be accepted or**

**considered for an award.**

**RESTRICTIONS ON COMMUNICATIONS WITH THE OFFICE OF PROCUREMENT**

From the issue date of this solicitation until a grant is awarded, applicants and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

**7. RISK OF DELIVERY**

* The applicant is responsible for ensuring the application is received in the Office of Procurement by the deadline and assumes all risks of delivery.
* Applications and modifications received after the time designated in the RFA will be considered **late** and will not be considered for award. Applications must be received by the deadline to be considered.
* At the time of receipt of the applications, the applications will be date stamped, and recorded in the Office of Procurement.
* Incomplete applications will not be evaluated and will not be returned for revisions. No faxed submission will be accepted.
* The applications must be signed by an authorized official to bind the applicant to the provisions.

The MDE is required to enforce the established submission deadline to ensure fairness to all applicants. Faxed applications are not acceptable and will not be reviewed by the MDE.

It is the responsibility of the applicant to ensure and verify that the **application** package, in its entirety, is received by the deadline. Due to the periodic disruptions to normal mail delivery, we strongly encourage you to use an alternative method (e.g., a commercial carrier such as Federal Express or UPS, U.S. Postal Service Express mail, or a courier service) to deliver application packages to the MDE.

**Supplemental or revised application information, either from the applicant agency itself or another source(s), will not be accepted. An application package must contain every element intending to be submitted.** Applicants are encouraged to carefully review the procedures for submitting their materials. No changes or additions to an application will be accepted after the deadline.

Applicants are strongly encouraged to submit only the requested information. Reviewers will focus solely on the required information for eligibility. Supplementary materials such as videotapes, CD-ROMs, publications, press clippings, and testimonial letters will not be reviewed nor will they be returned to the applicant.

Please be advised that **applications that fail to contain any of the required elements will not be given to reviewers.** Please see the *Required Elements Checklist* (*Supplemental Form A*) page 16 for mandatory application components. Those applicants may reapply for a future grant, if funding is available.

**8**. **CONDITIONS OF SOLICITATION**

The MDE reserves the right to accept, reject, or negotiate regarding submitted applications based on eligibility. The final decision to award a grant rests solely with the MDE.

The applicant should note the following:

1. The MDE will not be liable for any costs associated with the preparation of applications incurred by the applicant.
2. The selection of an applicant is contingent upon eligibility requirements; approval of the application by selected MDE reviewers, approved budget and the State Board of Education approval, if required.

Applicants will be required to assume full responsibility for meeting all specified

requirements stated in the RFA.

**9. ACCEPTANCE OF APPLICATIONS**

The Mississippi Department of Education (MDE) reserves the right, in its sole discretion, to waive minor irregularities in an application. A minor irregularity is a variation of the RFA that does not affect the application or adversely impacts the interest of the MDE.

**10. REJECTION OF APPLICATIONS**

Applications that do not conform to the requirements of this RFA will be rejected by the Mississippi Department of Education. Applications will be rejected for reasons that include the following:

* The application is received late. Late applications will be maintained unopened in the procurement file.
* The application contains unauthorized amendments to the requirements outlined in the RFA.
* The application is incomplete or contains irregularities that make the application indefinite or ambiguous.
* The application contains misleading signatures, statements or references.
* Applications that do not meet and conform to all requirements as outlined in *Supplemental Form A, Required Elements Checklist* on page 16.
* The applicant has previously been cited with major and/or significant deficiencies by the MDE in one or more programs or included on the debarment list.
* Required forms and attachments required are not included in the application.
* The application is determined non-responsive.
* The applicant owes the State money.
* The applicant did not perform prior services in a proper, workmanlike, and/or dignified manner.
* The Format and Procedure for Delivery of Applications Section was not followed.
* In person delivery.

**11. DISPOSITION OF APPLICATIONS**

All applications become the property of the state of Mississippi.

**Protest/Complaint Policy**

When an award complaint is issued the complaint must be submitted in writing to the Mississippi Department of Education, Office of Elementary Education and Reading.

Complaints should be sent to the Office of Elementary Education and Reading. The mailing address is: Mississippi Department of Education, Office of Elementary Education and Reading, PO Box 771, Jackson, Mississippi 39205-0771.  The office may also be contacted via telephone at (601) 359-2856.

# 12. CONFLICT OF INTEREST

Each subgrantee must maintain a written conflict of interest policy.

**13. TENTATIVE TIMELINE OF ACTIVITIES**

The K-3rd Grade Literacy Coach, Educator in Residence (EIR) Cohort 3 grant expects to recommend approval of new subgrantees at the April 2021 meeting of the State Board of Education (SBE). All new subgrantees approved for funding by the SBE at that time must attend subsequent mandatory meetings for subgrantees. An award letter will be sent to subgrantees confirming the SBE’s action. This letter will include specific information on these meeting dates and times. Important tentative dates and activities related to this round of applications are listed below.

|  |  |
| --- | --- |
| **Important Dates** | **Activity** |
| January 4, 2021 | RFA Issued –  Email and Post to MDE Website/Newspaper |
| January 11, 2021 | 2nd Advertisement date |
| January 18, 2021 | Deadline for submitting questions |
| January 20, 2021 | Questions will be posted to the MDE website |
| Friday, February 5, 2021 | Applications due |
| February 10-15, 2021 | Application review |
| April 15, 2021 | State Board of Education approval |
| April 16, 2021 | Notification of awards (contingent on State Board approval) |
| July 1, 2021 | Authorization to expend, pending approved revisions |

**14. APPLICATION DETAILS**

1. **Eligibility Criteria –**

The application will consist of six parts: Part I – Application Form; Part II – Resume; Part III – Certifications/Licenses; Part IV – References; Part V – Professional Learning Presentation and; Part VI – Interview.

**Part I** is the [**Application**](https://www.mdek12.org/sites/default/files/docs/public-notice/RFP/request-for-applications-fillable-rev(application).pdf), which shall serve as the cover page. The applicant must complete the application in response to the RFA.

**Part II** is a **Resume** that shall provide detailed background information which describes relevant job experiences and education, including the following:

* Experience with delivering professional development on literacy-related topics;
* Grade-levels taught; and
* Leadership activities (i.e., coaching, mentoring, team leader, lead teacher, etc).

**Part III** attach **Certifications and Licenses** which shall provide satisfactory evidence of the applicant’s professional authority.

**Part IV** is the **References,** which should include the name, profession, and the telephone number of at least three (3) professional contacts. At least one (1) of the three (3) references must be your current administrator.

**Part V** is the **Professional Learning Presentation**, which provides knowledge of evidence-based literacy practices grounded in the “Science of Teaching Reading.” The applicant must submit an innovative slide-deck presentation that demonstrates their understanding of the Simple View of Reading and Scarborough’s Rope Model. The presentation should be targeted toward Kindergarten through Third Grade teachers and should not contain more than ten slides of content. The presentation should be printed two slides per page.

**Part VI** is a thirty-minute face-to-face **Interview**. During the first twenty minutes of the interview, the candidate will respond to questions specific to their literacy content knowledge for a panel. During the last ten minutes the candidate will be part of a role-play where they will model their ability to coach a teacher through a scenario.

**Selection Criteria – 100 Points**

Applicants will show their ability to perform services as reflected by training and education, general experience, specific experience providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.

**General Experience (15 points)**

* K-5 elementary teacher background;
* Experience in teaching early foundational skills;
* Building-level leadership experience; and
* Experience analyzing and utilizing student data for achievement purposes
* Coaching/leadership role;
* Professional development presenter experience; and
* Degree in or 3 years of specialized experience in reading/literacy or related field

**Professional Learning Presentation (15 points)**

* Innovative presentation, with a targeted audience of Kindergarten through 3rd grade teachers
* Content of the presentation should be focused on understanding the science of reading in practice
* The presentation should not exceed 10 slides, and should be printed in presentation mode, with 2 slides per page

**Education (10 points)**

* Bachelor’s degree in Education or other specialized areas and/or Master’s Degree in Education

**Certifications and Licenses** **(10 points)**

* Valid MS license

**If candidates meet minimum cut score of 30 points, then an interview will be offered.**

* Interviews (**50 points)**

Candidates selected for the following positions must receive the overall minimum score:

* K-3 Literacy Coach – **70 points**

Applicants selected for an interview shall be notified. Interviews shall be conducted onsite at the MDE or virtually via Microsoft TEAMs. If an applicant cannot commit to the initially scheduled interview, a make-up day shall be scheduled. Applicants unable to commit to an initial or rescheduled interview shall not be considered for an award.

Applicants are encouraged to submit an *application* using the following parameters:

* Submitted on 8.5” x 11” white paper using 12-point Times New Roman font;
* Formatted using 1” margins on all sides;
* Portrait setting
* Double-spaced and single-sided (pages must include grantee’s name and page number within the footer in the lower right-hand corner);

1. **Good Standing**

Applicants that previously received a grant award must be in good standing with MDE to receive a grant award through this RFA. If an applicant is not in good standing, then its application will not proceed to the review process.

1. **Program Activities**

Each eligible Educator in Residence (EIR) receiving an award agrees to:

* Maintain confidentiality of all educational records as required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g), and all personnel records and/or other confidential or privileged agency information as required under MDE policies and procedures and applicable state and federal laws.
* Adhere to all federal and state laws, including but not limited to: the American with Disabilities Act, the Rehabilitations Act and any other requirements that may affect the performance of the obligations under this agreement.
* Adhere to the requirements of The Mississippi Code of Ethics, Standards of Conduct as identified by the Mississippi Board of Education in its Rules, Board Policy No. 1717 and the Ethical Policies (Section 11.0) of the MDE Policies and Procedures Manual.
* Perform all assigned duties and responsibilities, as required by MDE, to the satisfaction of the MDE.

**15. GRANT PERIOD**

A subgrant award is made available for an approved project period up to 2 years contingent upon the availability of continued funding, and evidence of progress as documented in the annual evaluation report.

**16. AWARD AMOUNTS**

Upon completion of the evaluation process and approval by MDE State Board of Education, the applicants will be notified of the award or non-award. The Memorandum of Understanding (MOU), the grant award document, and any additional required documents will be prepared and forwarded to the district Superintendent for review and signature.

Funds are subject to appropriations by the state government. All grants will be awarded up to 2 years contingent upon proper implementation of the proposed project and completion and submission of all required documentation and future appropriations. Funding to eligible school districts is subject to State Board of Education approval**. The Mississippi Department of Education reserves the right to negotiate grant award amounts with all Grantees. pending appropriations**.

**17. USE OF FUNDS**

The MDE grant award will be determined based on the number and positions of approved applicants per district. It is the intent of the MDE to award funding to districts for the sole purpose of reimbursing the salary and fringe of selected individuals to serve as Educators-in-Residence (EIR).

All expenditures must be consistent with applicable state and federal laws, regulations, and guidance. Subgrantees should be aware that funds must be used in a manner consistent with all requirements of the statute and must be used only to supplement, not supplant, any federal, state, local, or non-federal funds available to support activities.

**18. RESPONSIBILITIES OF A FISCAL AGENT**

The following are some of the expectations, roles, and responsibilities of a fiscal agent:

1. As the official subgrant recipient, all awards must be adopted by the Local Board of Education for LEAs or the Board of Directors for non-LEAs.
2. Administer the subgrant from award to closeout in accordance with all applicable laws and regulations.
3. Serve as the organizational representative and point-of-contact for all business management aspects of the award agreement.
4. Apply appropriate management controls using management systems, checklists, and records, including, but not limited to:
5. Internal Controls
6. Safeguard assets; ensure reliability of accounting data and subgrant terms and conditions
7. Operating Controls
8. Fiduciary procedural manuals; budgetary control
9. Accounting Controls
10. Implement controls to ensure reliability of recorded financial data;
11. Maintain appropriate level of transaction review and authorization;
12. Develop and implement proper procurement procedures and cash management procedures that are well defined; and
13. Develop procedures that facilitate timely review and audit of financial activity.
14. Compliance Controls
15. Consider mechanisms to monitor and review compliance with subgrant terms (i.e., ensure grant funds are disbursed only to eligible recipients);
16. Ensure **all** expenditures and disbursements are consistent with the objectives of the subgrant award and comply with applicable federal, state, and local laws and regulations governing the program and use of funds.
17. Document Control System
18. Develop written documentation of adequate internal operating and accounting controls that demonstrate evidence of controls related to grant compliance.
19. Assemble appropriate staff resources and communicate all compliance requirements and resources of the subgrant.

6. Keep abreast of changes in policies, procedures or requirements and continue to advise program staff of subgrant requirements.

7. Request any further “prior approvals” when identified.

8. Submit grant reimbursement requests no later than time period with liquidation by July 31, 2022.

1. Eligibility of Expenditures
   1. Adhere to the list of eligible activities for which funds under the program may be spent, as well as allowable cost objectives in applicable cost principles; and
   2. Ensure that transactions are made in a reasonable and prudent manner, are allowable and allocable, and avoid double charging and ensure that credits are applied appropriately.

9. Prepare necessary reports:

1. Source Documentation
2. Appropriately support transactions entered into the subgrantee’s system
3. Documentation tracks each subgrant transaction and supports the validity of financial data reported; and
4. Maintain separate funding lines for funds
5. Audit Trail
   1. The lowest level of detail the system should provide is documentation that supports all transactions (e.g., invoices, contracts, purchase orders);
   2. The overall recordkeeping system should be able to trace financial statement balances through the subgrantee’s general ledger, cash books and other journals; and
   3. Amounts claimed on financial statements and reports accurately reflect the accounting books and records from which they were prepared.

10. Use feedback from site visits by the MDE to enhance the program, show organizational strength, and demonstrate commitment to the project.

11. Keep the MDE and the public aware and informed about grant project progress.

12. Evaluate the extent to which measurable project objectives are being met.

13. Liquidate all obligations incurred under the award within the set deadline.

14. Ensure and oversee the performance of final audits and resolution of findings.

15. Establish adequate system for records retention.

**20. PROGRAM REPORTS AND EVALUATION**

Applicants hired as EIR K-3rd Grade Literacy Coaches will receive bi-annual performance evaluations in the winter and the spring. Evaluation documents are submitted to districts as an MOU artifact. The winter evaluation will be used to help identify areas of professional growth and goal setting. Failure to maintain a score of 2 or 3 in all evaluation areas is reason for termination of the grant.

**21. APPLICATION REVIEW AND SELECTION PROCESS**

***Phase 1 – Review of Application Components***

A committee authorized by the MDE will review and score applications to determine if all formatting and submission requirements are met. Each application will be reviewed using the eligibility criteria on page **3**. The review committee will rank the applications to be funded by the Mississippi Department of Education’s Office of Elementary Education and Reading. Candidates who have complete application packets and receive a **minimum of 30 points** per the Application Rubric will be asked to participate in Phase 2, the face-to-face interview.

**If any application fails to meet the established *Required Elements Checklist*, the application will be disqualified.** Please see *Supplemental Form A* on page 16 for the *Required Elements Checklist. Those applicants not meeting the “Required Elements” may reapply at a future date.*

***Phase 2 – Review and Scoring***

A Committee authorized by the MDE will score each application based on the summation of the application to demonstrate the district’s/organization’s need.

Each application will be reviewed using the eligibility criteria on page 3. The review committee will rank the applications to be funded by the Mississippi Department of Education’s Office of Elementary Education and Reading.

A reviewer may award up to 100 points for each application. An application must receive a minimum of **70 points** before it can be considered eligible for funding. The MDE will allocate funding based upon the combined scores and will continue funding to subsequent applications until funding is exhausted or all eligible programs receive funding.

After the review process, applicants that were not recommended to the SBE for funding may receive copies of the readers’ comments and feedback upon a Public Records Request only.

Successful applicants may use grant funds for allowable costs only during the grant award period. **Any costs occurring outside the grant award period are solely the responsibility of the subgrantee and will not be reimbursed by the MDE.**

**22. FORMS**

Please follow the instructions detailed in the previous sections, as well as on the individual forms, when completing the attachments. Any questions should be submitted to Kristen Wynn at [kwells@mdek12.org](mailto:kwells@mdek12.org).

**SUPPLEMENTAL FORM A**

**Required Elements Checklist**

The application **mus**t include **all** the required components listed on this form to proceed to the Review Committee. Applications without all required components and forms will not be reviewed.

**REQUIRED ELEMENTS submitted in this order:**

* [Application](https://www.mdek12.org/sites/default/files/docs/public-notice/RFP/request-for-applications-fillable-rev(application).pdf)—*Required Signature(s)*
* Resume
* Certification and Licenses
* Presentation Artifact
* References
* Signed Assurances (Form 2)—*Required Signature(s)*
* Signed Standard Terms and Conditions (Form 3)—*Required Signature*
* Signed Conflict of Interest (Form 4)—*Required Signature*

Applicants should ensure that all guidelines and requirements are met before submitting applications. Please note that the MDE staff will not grant permission to applicants to change the criteria established in the application. This includes extending the date and time applications is due.

**Form 2**

**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 Mississippi Department of Education (MDE); therefore, the grantee will agree to the items that follow.

1. 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.
2. The local education agency/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 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 MDE authorizes their earlier disposition. The local education agency/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 that arise from it.
3. The local education agency/grantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
4. The local education agency/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 representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.
6. The applicant shall perform all services as an independent applicant and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the applicant 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 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 MDE upon such termination. The MDE, in whole or in part, may terminate the program for cause by written notification. Furthermore, the MDE and the applicant may terminate the agreement, in whole or in part, upon mutual agreement. Either the Mississippi Department of Education 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.
8. 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.
9. 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 MDE. Any attempted assignments without said consent shall be void and of no effect.
10. 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.
11. 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.
12. 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)
13. 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 school district submitting this application shall comply with the above Standard Terms and Conditions, and MDE Assurances and Certifications in accordance with state and federal regulations requirements, and MDE 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

**Form 3**

**STANDARD TERMS AND CONDITIONS**

**AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the congressional appropriation of funds and the receipt of federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

**CHANGES**

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.

**INDEPENDENT GRANTEE**

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.

**TERMINATION**

The MDE, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The MDE, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the MDE and the Grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the MDE or the Grantee may terminate this agreement at any time by giving 30 days 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 to the total services of the Grantee covered by the agreement, less payments of compensation previously made.

**ACCESS TO RECORDS**

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 and 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 (5) years after final payment under this agreement, unless the MDE authorized 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 5-year period, the records shall be retained until completion of the action and resolution off all issues which arise from it.

**LAWS**

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.

**LEGAL AUTHORITY**

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

**EQUAL OPPORTUNITY EMPLOYER**

The Grantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Grantee 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.

**COPYRIGHTS**

The Grantee: (i) agrees that the MDE shall determine the disposition to title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to other solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee’s knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee’s opinion be likely to become, the subject of an infringement claim or suite, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

**PERSONNEL**

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike and dignified manner.

**SURRENDER OF EQUIPMENT**

Grantee and MDE shall jointly conduct a closing inventory and Grantee shall replace or repair all equipment lost, damaged or destroyed to make up any deficiency between the opening and closing inventories. Grantee shall transfer all equipment per MDE’s guidance and written instructions.

**ASSIGNMENT**

Grantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

**MISSISSIPPI ETHICS**

It is the responsibility of the Grantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest. A statement attesting to said compliance shall be on file by the Grantee.

I have **read** and **agree** to comply with the standard terms and conditions **and** grant assurances. I certify that the contents of this , if funded, will be followed for the implementation of the K-3rd Grade Literacy Coach, Educator in Residence (EIR) described herein. *Signatures of the Superintendent, Executive Director, Agency Head, and/or Fiscal Agent on this page must match the signatures on the cover page. A representative from each partnering agency must sign the assurances. Failure to sign the above assurances will result in the rejection of the application.*

Superintendent/Executive Director/Fiscal Agent Date

Title of Authorized Person

Grantee Name

**Form 4**

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Mississippi Department of Education**

**Cohort 3: K-3rd Grade Literacy Coach, Educator in Residence (EIR)**

Each subgrantee must disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. The purpose of this form is to help MDE identify the actual or potential conflict and ensure the avoidance where necessary. Please complete and sign the form below as it relates to a conflict of interest within K-3rd Grade Literacy Coach, Educator in Residence (EIR) activities.

I have no conflict of interest to report.

I have the following conflict of interest(s) to report. Please describe any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I certify that the information set forth above is true and complete to the best of my knowledge. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify MDE immediately.

­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent/Executive Director/Agency Head/ Fiscal Agent Date

Applicant’s Signature Date

**ATTACHMENT A**

**ACKNOWLEDGEMENT OF RFA AMENDMENTS**

I acknowledge all amendments to this RFA. The responses to questions will be treated as amendments to the RFA and will require acknowledgment.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Applicant Signature Date

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Title of Request