

**REQUEST FOR APPLICATION
EDUCATORS IN RESIDENCE (EIR)**



**Educator in Residence (EIR)
Reading Intervention Coach (K-5)**

Submission Due Date: April 5, 2024

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SECTION 1. GENERAL INFORMATION

1.1 Mississippi Board of Education Program Purpose and Goals

The Mississippi Department of Education (MDE), Office of Elementary Education and Reading, Intervention Services, is seeking competitive Request for Applications (RFA) from qualified Applicants for an Educator in Residence (EIR) to provide services for the Mississippi Department of Education as a Reading Intervention Coach (K-5).

[The Literacy-Based Promotion Act](#) requires intervention for students who exhibit a substantial reading deficiency and evidence of interventions provided within the Good Cause Exemption Documentation Packet. Multi-Tiered System of Supports (MTSS) provides a framework for identifying students, providing interventions, and progress monitoring.

According to Mississippi Intervention Policy ([Part 3, Chapter 41, Rule 41.1](#)) the academic needs of every student are met through an instructional model that is designed to address student learning with quality classroom instruction and opportunities for intervention.

Program goals and objectives include:

- Providing intervention supports to schools and districts to improve students' reading performance by:
 - Meeting with educators in their school settings to provide professional development to the meet the purpose of supporting students' reading progress;
 - Working with school staff to identify effective and efficient methods for collecting appropriate documentation for student's Individual Reading Plans and Good-Cause Exemptions.
 - Assisting with developing school-based systems of early identification of students needing support, development of support plans, and systems to adequately monitor student progress;
 - Implementing targeted coaching cycles to schools based on requests from schools and/or districts or on referrals from the Office of Student Assessment in collaboration with the Office of Intervention Services resulting from documented deficiencies in current systems.
- Supporting the Division of Literacy and the Office of Student Assessment in timely monitoring of school-level implementation of [MS Code 37-177-1 and 37-177-11 of the Literacy-Based Promotion Act](#)

Reading Intervention Coaches will work full-time to improve the quality of support offered to schools and districts by creating timely opportunities for professional development. Coaches are able to assist educators in meeting the needs of students through establishing data-based systems of identification, plan development and implementation, and on-going monitoring. Coaches who are regionally available are more accessible to school staff and reduce travel for specialists at the MDE establishing a more efficient and responsive system for supporting schools.

1.2 Position and Salary Offered

The Applicant must provide an application and all required documents in a sealed envelope for the position described below.

Educator in Residence (EIR) Reading Intervention Coaches (K-5)

The base salary for Reading Intervention Coaches with 0-2 years of experience is \$55,000.00. The salary is based on the [2023-2024 Reading Intervention Coach](#).

1.3 Eligibility Requirements/Criteria

This solicitation outlines the information required to submit a response to this RFA. Please be aware that changes to previous requirements and/or eligibility solicited may have been made. The individuals selected for this position may be requested to provide transcripts and must meet the requirements for Eligibility, the Application Review, and Selection Process as described below.

- Currently employed in a Mississippi Public School District or Institute of Higher Learning (IHL)
- Holds a valid Mississippi Teaching License
- Experience in managing and monitoring interventions through a Multi-Tiered System of Supports
- Knowledge of Mississippi's intervention policy and the implementation process including Response to Intervention and Multi-Tiered System of Supports
- Knowledge of the Mississippi Literacy Based Promotion Act and of interventions provided within the Good Cause Exemption Documentation Packet

1.4 Qualifications Required

Minimum Qualifications

Applicants must meet the minimum qualifications below in order for the application to advance to the evaluation process.

Experience

Applicants must provide, via a resume, a minimum of two years of documented experience in the following:

- Experience with mentoring, coaching, and providing feedback to teachers, administrators, and other staff;
- Documented completion of **AIM PPR or PLL** and/or **LETRS between 2019-2021**
- Experience analyzing and developing instructional strategies using multiple data points
- Experience supporting effective implementation of Tier II and Tier III reading interventions through coaching and adult learning

Education

- Master's degree in education with three years of documented experience working with reading intervention and the MTSS process
OR
- Bachelor's degree in education with five years of documented successful experience teaching with a minimum of three years of experience with implementation of reading interventions and the MTSS process at the State, District, or School Level.

Certification

- Valid Mississippi Educator Professional License

The Applicant must also provide sufficient detail to demonstrate significant experience and is knowledgeable in working with programs similar to scope of this solicitation. The qualifications below will be weighted and scored by a committee of evaluators. For each client, please detail in the application, resume, and/or supporting documents the following:

Desired Qualifications

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

- Documented experience designing professional development specific to intervention, response to intervention, and/or MTSS;
- Experience leading teachers and staff in analyzing and interpreting student data to guide cycles of inquiry;
- Documentation of successful teaching experience specifically related to intervention and MTSS; and/or
- Experience designing professional development specific to evidence-based interventions.

Each eligible Applicant receiving an award agrees to:

- Travel daily (some travel may be in excess of two hours of travel time one way and may be outside of the area where he/she reside);
- Follow the MDE MTSS Regional Coach work calendar; and
- Maintain a collaborative attitude through effective and professional communication.

1.5 Program Reports and Evaluation

If selected, applicants will be expected to:

- Maintain an organized system of documentation of services with adequate management of daily schedules to support schools efficiently with regular reports made to the MDE and Office of Intervention Services;
- Submit required time, travel, and other related documentation in a timely manner to the MDE;
- Participate in required activities as determined by the MDE and the Office of Intervention Services; and
- Participate in mid-year and end-of-year performance evaluations.

1.6 Applicant Conditions

- Applicants shall acknowledge all funds and awards are subject to appropriations by the state/federal government and the MDE will not be liable for compensation of any award terminated prior to services beginning.
- Applicants that previously received an EIR position must be in good standing and have an acceptable performance evaluation with MDE to receive a grant award through the solicitation. If an Applicant is not in good standing, then their application will not proceed to the review process.
- Applicant shall 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.

- Applicant shall 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.
- Applicant shall 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.O) of the MDE Policies and Procedures Manual.
- Applicant shall perform all assigned duties and responsibilities, as required by MDE, to the satisfaction of the MDE.
- An Applicant may submit an amended application before the application submission deadline. Such amended applications shall be a complete replacement for a previously submitted application and shall be clearly identified as such. The MDE shall not merge, collate, or assemble application materials.
- Prior to the application submission deadline, a submitted application may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Applicant.

1.7 Tentative Timeline of Activities

A recommendation to the SBE for an approval of awards is anticipated for Applicants based on applications submitted and accepted, and an evaluation and selection process. All new Subgrantees approved for funding by the SBE at that time must attend subsequent mandatory meetings for all Subgrantees. An award or non-award letter will be sent to Applicants confirming the SBE's action. The letter will include specific information on meeting dates and times, if applicable.

Important tentative dates and activities related to this solicitation are listed below.

Important Dates	Activity
February 28, 2024	RFA Issued
March 6, 2024	Email and Post to MDE Website/Newspaper
March 18, 2024	Deadline for submitting questions
March 22, 2024	Questions will be posted to the MDE website
Friday, April 5, 2024	Applications deadline by 2:00 PM CST
April 10-12, 2024	Review of applications
April 15-19, 2024	Interviews
June 20, 2024	State Board of Education approval
June 21, 2024	Notification of awards and non-awards

1.8 Application Details

The application will consist of seven parts: Part I – Application; Part II – Resume; Part III – Certifications/Licenses; Part IV – References; Part V – Interview; Part VI – District Commitment/Assurances. Part VII – Memorandum of Understanding (MOU)

1.8.1 Part I - Application

The application shall serve as the cover page. The Applicant must complete the application in response to the solicitation.

1.8.2 Part II – Resume

Applicant must provide detailed background information which describes relevant job experiences and education for the position specified above.

1.8.3 Part III - Certifications and Licenses

Attach verification to document the Applicant's professional authority.

1.8.4 Part IV – References

Must include the name, profession, email and the telephone number of at least three (3) professional contacts directly related to the position applied.

1.8.5 Part V – Interviews (Phase III)

The Applicant will be contacted via email upon meeting the established cut score.

1.8.6 Part VI – District/Entity Commitment

The Applicant must obtain a District/Entity approval to collaborate with the Mississippi Department of Education by the submission deadline date of the application. **If a District/Entity will not comply by the submission deadline date, the Applicant will be disqualified and the application submitted will not be considered for an award.**

1.8.7 Part VII - Memorandum of Understanding (MOU)

The District/Entity must agree to an MOU on behalf of the Applicant in order to collaborate with the Mississippi Department of Education by the submission deadline date specified by the MDE. **If a District/Entity will not comply by the submission deadline date established by the MDE, the Applicant will be disqualified and the application submitted will not be considered for an award.**

SECTION 2. APPLICATION REVIEW AND SELECTION PROCESS

The Mississippi Department of Education will select an Applicant and consider an award based on the following:

2.1 Phase I – Review of Application Components

A committee made up of Division staff and authorized by the MDE will review applications and supporting documents to determine if all formatting and submission requirements are met. Each application will be reviewed using the required elements checklist. Candidates who have complete application packets will advance to Phase II – Review and Scoring.

If any application fails to meet the established *Required Elements Checklist* or *minimum qualifications*, the application will be disqualified. Please see *Supplemental Form A* for the *Required Elements Checklist*. *Applicants who fail to meet the “Required Elements” may reapply for an award at a future date.*

2.2 Phase II – Review and Scoring

A review committee made up of Division staff and/or external members with relevant experience will review and score each application based on the summation of the application and supporting documents. The review committee will be responsible for evaluating all applications advancing from Phase I. The review committee will rank the applications from highest to lowest score and Applicants meeting the **minimum cut score of 55** will advance to Phase III - Interview.

2.3 Phase III – Interview

Applicants selected for an interview shall be notified via email. Interview will be provided face-to-face or via technology (e.g., TEAMS, ZOOM, etc.) Applicants unable to commit to an initial interview, without an offer to reschedule at a later date, shall not be considered for an award. The Mississippi Department of Education may elect not to reschedule interview times and dates.

After the review and interview process, Applicants that were not recommended to the SBE for funding may receive copies of the readers’ comments and feedback. Applicants must submit a Public Records Request to obtain a copy of readers’ comments and feedback.

2.4 Phase IV – MOU

After the Notice of Intent to Award, the MDE will notify the District/Entity to complete a Memorandum of Understanding as the Fiscal Agent.

Successful Subgrantees 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.**

SECTION 3. SELECTION CRITERIA – 100 POINTS

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

An application must receive a minimum of **85 points** before the Mississippi Department of Education can consider funding. The MDE will allocate funding based upon the combined scores for Phase II and III and will continue funding to subsequent applications until funding is exhausted.

- 1. Application** (Weight/Value – 20%) - shall provide information to encompass the qualifications and scope of work.
- 2. Resume and References** (Weight/Value – 35 %) – must provide clear and concise information to include work experience that aligns and addresses the required scope of work.
- 3. Certifications/License** (Weight/Value – 10 %) – Any additional relevant information.
- 4. Interview** (Weight/Value – 35% points) - In this phase of the evaluation process, the evaluation committee will seek to determine from the finalists whose application is the most advantageous to the MDE and the State.

The interview will consist of questions regarding the candidate's abilities, knowledge, and experiences related to:

- Supporting the development of plans to support reading progress;
- Analyzing student and school data using multiple data sources;
- Identifying evidence-based interventions to improve literacy outcomes;
- Communicating with school staff effectively;
- Providing professional learning opportunities to adults; and
- Mentoring and providing feedback.

At the MDE's discretion, finalists may be required to answer questions or make a presentation to the evaluation committee. If scheduled, interviews shall be held in Jackson, Mississippi or virtual (the MDE discretion), to allow the evaluation committee the opportunity to conduct the interview and to confirm/clarify information provided in the submitted applications.

Upon completion of the Analysis Phase, the evaluation committee will review, score, and validate rubrics for the committee's average score to determine if a finalist will move to the Finalist Phase. If interviews are **not** included within this solicitation, the finalist with the highest-ranking score(s) will be the Awarded Applicant(s) after the Analysis Phase.

SECTION 4. REQUEST FOR INFORMATION

Written questions concerning the RFA shall be **emailed** to: Kristen Wynn @ kwells@mdek12.org

The deadline for submitting written questions by email is **Monday, March 18, 2024 at 5:00 PM (CST)**. Copies of all questions and responses submitted will be posted to MDE's website www.mdek12.org under the *Public Notices section/Request for Applications, Qualifications, and Proposals* and will be available to the general public on **Friday, March 22, 2024. No individual responses 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.

SECTION 5. SUBMISSION AND DELIVERY OF APPLICATIONS

A signed application packet shall be submitted electronically in a PDF format via [RFXS](#) no later than **Friday, April 5, 2024 by 2:00 p.m. Central Standard Time (CST)**. The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only. “Links” received via the RFXS will not be opened and the email will be rejected without further consideration for an award.

Applicants shall allow at least **72 hours** in advance of the due date to consider unforeseen technical issues. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

Please NOTE: The email [subject line and electronic document](#) shall identify the name of the solicitation and the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response application and shall not be considered for an award.

Example Format for Subject Line: 21st Century Program by John Blue LLC (DO NOT UNDERSCORE OR INSERT SYMBOLS)

OR

Shipping instructions are provided below:

An original signed application packet shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Friday, April 5, 2024 by 2:00 PM Central Standard Time (CST)**.

Please NOTE: The [return address label](#) must be visible on the outside of the sealed shipping envelope and shall include the name of the entity/individual submitting the response. Any deviation from these instructions may result in

disqualification of the response application and shall not be considered for an award.

Ship To:

**MONIQUE CORLEY
Office of Procurement
The Mississippi Department of Education
Educator in Residence (EIR) Reading Intervention Coach (K-5)
359 North West Street
Jackson, Mississippi 39201**

5.1 Risk of Delivery

Timely submission of the application package is the sole responsibility of the Applicant. It is suggested that if the application is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature. Any application shipped or mailed **MUST** be verified, date and time stamped, and recorded by an MDE mailroom staff. The time and date of the receipt will be indicated on the sealed application envelope or package by the MDE mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the application wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are received at the MDE in person by the applicant or a representative will NOT be opened. Packages received at the MDE by shipping/mail without the appropriate acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Applicant. All Applicants are urged to take the possibility of delay into account when submitting the application and submit the packet electronically via [RFXS](#). **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance that the Office of Procurement received the response packet.** The Applicant shall be notified if their application was rejected and the reason for such rejection after the applicable State Board of Education session.

Supplemental or revised application information, either from the Applicant or another source, 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.

SECTION 6. RESTRICTIONS ON COMMUNICATIONS

At no time shall any Applicant contact or attempt to contact any MDE staff regarding this solicitation. All correspondence shall be sent via email to the assigned contact person within the time specified in the Request for Information section. **Should it be determined that any Applicant has attempted to communicate or has communicated with any**

unauthorized MDE staff regarding this solicitation, the MDE at its discretion, may disqualify the Applicant from submitting an application in response to the SOLICITATION.

SECTION 7. CONDITIONS OF SOLICITATION

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

The Applicant should note the following:

- a. The MDE will not be liable for any cost associated with the preparation of applications incurred by the Applicant.
- b. 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.
- c. An EIR is prohibited from transferring services under this solicitation and award.

Applicants will be required to assume full responsibility for meeting all required elements stated in the solicitation.

SECTION 8. ACCEPTANCE OF APPLICATIONS

The Mississippi Department of Education (MDE) reserves the right, in its sole discretion, to waive minor irregularities in applications. A minor irregularity is a variation of the solicitation that does not affect the application or the competitiveness, give one party an advantage or benefit over other parties, or adversely impacts the interest of the MDE.

SECTION 9. REJECTION OF APPLICATIONS

Applications that do not conform to the required elements of this solicitation 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 application packets will be maintained unopened in the procurement file.
- The application contains unauthorized amendments to the requirements outlined in the solicitation.
- The application is incomplete or contains irregularities that make the application indefinite or ambiguous.
- The application contains misleading signatures, statements, or references.
- Additions, modifications, alterations, or perceived improvements to any portion of the solicitation shall be considered non-responsive and will not be evaluated.
- Applications that do not meet and conform to all required elements as outlined in *Supplemental Form A and Required Elements Checklist*.
- The Applicant/entity 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 are not included in the application packet.
- The Applicant is determined to be non-responsive.
- The Applicant did not perform prior services in a proper, workmanlike, and/or dignified manner.

- The Format and Procedure outlined in the Submission and Delivery of Applications Section was not followed.
- The application packet was attached as a “link” in response to the solicitation.
- In person delivery of application.

SECTION 10. DISPOSITION OF APPLICATIONS

All applications become the property of the State of Mississippi.

SECTION 11. PROTEST/COMPLAINT POLICY

An award complaint must be submitted in writing to the Mississippi Department of Education.

The mailing address is:

ATTN: Office of the Superintendent
Mississippi Department of Education
359 North West Street
Jackson, Mississippi 39201

SECTION 12. CONFLICT OF INTEREST

Each Subgrantee must maintain a written conflict of interest policy.

SECTION 13. APPLICATION FORMATTING AND SUBMISSION FORMS

Developed by the MDE, this application information package contains all the forms and instructions necessary to apply for a subgrant for Educator in Residence (EIR) Intervention Service Literacy Coach. 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.

13.1 Formatting Directions

Applications must be completed and submitted utilizing the *Required Elements Checklist* described below in Section 14. The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.

Applications submitted must include the following components in the following order. 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 additional page.

SECTION 14. REQUIRED ELEMENTS CHECKLIST

Please be advised that applications that fail to contain all the required elements listed below will not be given to reviewers. Applicants who submit incomplete applications may reapply for a future grant, if funding is available.

Applicants should submit applications using the following parameters:

- The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.
- **“Links” received to obtain a response via the RFXS will not be opened and the email will be rejected without further consideration for an award.**
- **Duplicate submission** of an electronic or mailed response application will result in the **LAST submission** being considered as a modification to the original submission. The previous submissions will be rejected and will not be considered for the evaluation and award. **Any late duplicate copy will disqualify all submissions from the evaluation process for an award.**
- **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance that the Office of Procurement received the response packet.**

APPLICANT REQUIRED ELEMENTS CHECKLIST:

- ✓ Signed Conflict of Interest (Form 2)—*Required Signature*
- ✓ Acknowledgement of Amendments (Form 5) - *Required Signatures*
- ✓ [Application](#)—*Required Signature*
- ✓ Resume
- ✓ Certification and Licenses
- ✓ References

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 are due. Failure to submit all required elements shall result in the application packet being eliminated from any further consideration for this solicitation.

END OF THIS PAGE

Fund Year **FY 2024-2027**

Name: Applicant	Address:	City, State:
Phone:	Other Phone:	Email:
Name: District/Entity	Address:	City, State:
Phone:	Contact Person:	E-mail:
District/Entity UEI#	EIR Total Amount: \$ _____	

Superintendent/Executive Director/Agency Head

Date

Applicant

Date

Mississippi Department of Education Approval

FORM 2 - CONFLICT OF INTEREST DISCLOSURE FORM

Mississippi Department of Education

Each Applicant must disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest to provide these services. The purpose of this form is to help MDE identify the actual or potential conflict and ensure avoidance where necessary. Please complete and sign the form below as it relates to a conflict of interest within the program activities specified in the solicitation.

☐ 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 this disclosure is inaccurate, I will notify MDE immediately.

Applicant

Date

SUPPLEMENTAL FORM A

The Applicant **must** include and obtain the District/Entity signature on **all** required documents listed on the Supplemental Form A to be considered for an award.

DISTRICT/ENTITY REQUIRED ELEMENTS CHECKLIST:

- ✓ Signed Cover Page (Form 1) *Required Signatures*
- ✓ Signed Assurances (Form 3) – *Required Signature*
- ✓ Signed Standard Terms and Conditions (Form 4) - *Required Signatures*
- ✓ Acknowledgement of Amendments (Form 5) - *Required Signatures*
- ✓ Budget Forms – (pre-filled by MDE – do not change or alter the forms; districts should complete the indirect cost section) - *Required*

Please note that the MDE staff will not grant permission to Applicants or entities to change the criteria established in the application. **This includes extending the date and time all forms are due.**

DISTRICT/ENTITY COLLABORATION

GRANT PERIOD /AWARD AMOUNTS

Funds and awards are subject to appropriations by the state government. A subgrant for an Educator in Residency Project will be awarded a base salary \$55,000.00 the first three years. Funding to eligible Subgrantees is subject to State Board of Education approval. **The Mississippi Department of Education reserves the right to negotiate grant award amounts with all Subgrantees pending appropriations.**

The project will be awarded for a time period for up to 3 years contingent upon the availability funds, and a performance evaluation and/or any other documented progress report.

Upon approval by the MDE State Board of Education, the Applicant will be notified of the award or non-award. The Memorandum of Understanding (MOU), the grant award agreement, and any additional required documents will be prepared and forwarded to the District/Entity by the MDE for a review and signature.

USE OF FUNDS

The MDE Subgrantee award will be determined based on the number and positions of approved Applicants per district/entity. It is the intent of the MDE to award funding to districts/entities for the sole purpose of reimbursing the salary and fringe benefits of selected Applicants to serve as Educators-in-Residence (EIR). (See attached Budget Summary)

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.

RESPONSIBILITIES OF A FISCAL AGENT

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

1. As the official Subgrantee, 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:
 - i. Internal Controls
 - a. Safeguard assets; ensure reliability of accounting data and subgrant terms and conditions.
 - ii. Operating Controls
 - a. Fiduciary procedural manuals; budgetary control.
 - iii. Accounting Controls
 - a. Implement controls to ensure reliability of recorded financial data;
 - b. Maintain appropriate level of transaction review and authorization;
 - c. Develop and implement proper procurement procedures and cash management procedures that are well defined; and
 - d. Develop procedures that facilitate timely review and audit of financial activity.
 - iv. Compliance Controls
 - a. Consider mechanisms to monitor and review compliance with subgrant terms (i.e., ensure grant funds are disbursed only to eligible Subgrantees);
 - b. Ensure **all** expenditures and disbursements are consistent with the objectives of the subgrant award, comply with applicable federal, state, and local laws, and regulations governing the program and use of funds.
 - v. Document Control System
 - a. Develop written documentation of adequate internal operating and accounting controls that demonstrate evidence of controls related to grant compliance.
5. 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.
 - i. Eligibility of Expenditures
 - a. 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
 - b. 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:
 - i. Source Documentation
 - a. Appropriately support transactions entered into the Subgrantee’s system
 - b. Documentation tracks each subgrant transaction and supports the validity of financial data reported; and
 - c. Maintain separate funding lines for funds.
 - ii. Audit Trail

- a. The lowest level of detail the system should provide is documentation that supports all transactions (e.g., invoices, contracts, purchase orders);
 - b. The overall recordkeeping system should be able to trace financial statement balances through the Subgrantee's general ledger, cash books, and other journals; and
 - c. 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.

FORM 3 - ASSURANCES
(Please read carefully before signing.)

The Subgrantee 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 Subgrantee will agree to the items that follow.

- A. The Subgrantee shall be an equal opportunity employer and shall perform to all other applicable requirements; accordingly, the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee related to the Subgrantee's charges and performance under this agreement. The Subgrantee shall keep such records for a period of five years after final payment under this agreement, unless the MDE authorizes their earlier disposition. The Subgrantee 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.
- C. The Subgrantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
- D. The Subgrantee 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 MDE grant modification procedures.
- F. The Subgrantee shall perform all services as an independent Subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on the MDE.
- G. 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 applicant 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.

- 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 Subgrantee 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.

I have **read** and **agree** to comply with the grant assurances in accordance with state and federal regulations requirements, and MDE policy and requirements pertaining to this program. I certify that the contents of this, if funded, are true and correct and funds will be implemented for the services described herein. ***Signatures of the Superintendent, Executive Director, and/or Agency Head on this page must match the signatures on the cover page. Failure to sign the above assurances will result in the rejection of the application.***

Superintendent/Executive Director/Agency Head

Date

Title of Authorized Person

Subgrantee Name

FORM 4 - STANDARD TERMS AND CONDITIONS

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi 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 the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of 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 SUBGRANTEE

The Subgrantee shall perform all services as an independent Subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Subgrantee 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 Subgrantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the MDE or the Applicant/Subgrantee 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 Applicant/Subgrantee 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 Applicant/Subgrantee covered by the agreement, less payments of compensation previously made.

ACCESS TO RECORDS

The Subgrantee 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 Applicant/Subgrantee related to Applicant/Subgrantee's charges and performance under this agreement. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this agreement, unless the MDE authorized their earlier disposition. Subgrantee 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 of 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 Subgrantee assures that it possesses legal authority to apply for and receive funds under this agreement.

EQUAL OPPORTUNITY EMPLOYER

The Subgrantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Subgrantee 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 Applicant/Subgrantee: (i) agrees that the MDE shall determine the disposition to title to and the rights under any copyright by Applicant/Subgrantee 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 Subgrantee 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 Subgrantee 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.

Applicant/Subgrantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Subgrantee'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 Subgrantee's opinion be likely to become, the subject of an infringement claim or suite, the Subgrantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

PERSONNEL

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

SURRENDER OF EQUIPMENT

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

ASSIGNMENT

Subgrantee 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 Applicant/Subgrantee to ensure compliance with the Mississippi Ethics Law in regard to any conflict of interest. A statement attesting to said compliance shall be on file by the Subgrantee.

I have **read** and **agree** to comply with the standard terms and conditions based on MDE policy and requirements pertaining to this program. I certify that the contents of this, if funded, will be followed for the implementation of the program services described herein. ***Signatures of the Superintendent, Executive Director, Agency Head, and/or Fiscal Agent/Applicant on this page must match the signatures on the cover and application page. Failure to***

sign the above standard terms and conditions will result in the rejection of the application.

Superintendent/Executive Director/Agency Head

Date

Title of Authorized Person

Subgrantee Name

Applicant

Date

FORM 5 - ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested applicants to monitor the MDE website for updates regarding any amendments to the solicitations.

***Please note the applicant and entity must sign Form 5.**

BUDGET FORMS

Instructions for Budget Forms:

GENERAL INSTRUCTIONS

BUDGET SUMMARY (COMPLETED)

All Subgrantees will be provided a complete **Budget Form** to provide an EIR salary breakdown by the applicable budget categories shown in lines 1-5.

Please pay attention to applicable program specific instructions and allowable expenditures.

1. Itemized budget breakdown for each applicable budget category listed in the budget summary pages.
2. MTSS Regional Coach (EIR) base salary and fringe totals are based on the [Reading Intervention Coach \(K-5\)](#).
3. MDE provided the rate and base on which fringe benefits should be calculated.
4. The supporting EIR district will receive an indirect cost rate of 5% that will be in effect during the funding period.
5. Districts/Entities must complete and identify the charge for the indirect cost rate to reimburse for processing identified grant activities, based on the salary and fringe totals.

Mississippi Department of Education

BUDGET SUMMARY PAGE

Educator in Residence (EIR) Reading Intervention Coach (K-5)

Name of Entity/Organization: _____

Please read and review the budge categories and information included below. District/Entities must complete and identify the charge for the indirect cost rate to reimburse for processing identified grant activities, based on base salary and fringe totals.

Budget Categories	Year 1 2024-2025	Year 2 2025-2026	Year 5 2026-2027
1. EIR Salary	\$55,000.00	\$55,000.00	\$57,200.00
2. Fringe Benefits	\$19,159.50	\$19,159.50	\$19,723.80
3. Total Direct Costs (lines 1&2)	\$74,159.50	\$74,159.50	\$76,923.80
4. Indirect Costs (up to 5%) *fee to serve as the fiscal agent & process grant			
5. Total Cost (lines 3&4)	\$77,867.47	\$77,867.47	\$80,769.99

REQUIRED ELEMENTS CHECKLIST

Submit packet in the order below:

- ✓ Cover Page (Form 1) *Required Signature*
- ✓ Signed Conflict of Interest (Form 2)—*Required Signature*
- ✓ Signed Assurances (Form 3) – *Required Signature*
- ✓ Signed Standard Terms and Conditions (Form 4) - *Required Signatures*
- ✓ Acknowledgement of Amendments (Form 5) - *Required Signatures*
- ✓ Budget Form
- ✓ [Application](#)—*Required Signature*
- ✓ Resume
- ✓ Certification and Licenses
- ✓ References