**REQUEST FOR APPLICATION**

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**ESSER Pre-K Grant II**

**Submission Due Date: October 28, 2021**

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# SECTION 1. INTRODUCTION AND PROGRAM OVERVIEW

## 1.1 Program Purpose and Goals

The Mississippi Department of Education (MDE), Office of Early Childhood is seeking competitive written application from public schools with Pre-K classrooms to provide educational technology, activities, mental health services, sanitation, and summer learning and afterschool programs implementing high-quality Pre-K programs through grant awards issued by the Mississippi Department of Education*.*

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act) provides funding to LEAs through Section 18003 of the Elementary and Secondary School Emergency Relief (ESSER) fund, to address the impact of COVID-19 on elementary and secondary schools.

MDE will utilize the state reservation from Mississippi's ESSER II allocation to address emergency needs as determined by the department to address issues related to COVID-19.

The primary purpose of ESSER is to assist in the coordination of preparedness and response efforts to COVID-19. Allowable activities include the following: Purchasing educational technology, activities focused specifically to addressing the unique needs special populations, providing mental health services and supports, sanitization supplies, summer learning and supplemental afterschool programs.

A grant agreement will be signed and not include optional renewal terms. This solicitation and any resulting grant agreement shall be governed by the applicable provisions of *the State Board of Education Grant* *Policies*. The grant agreement Assurances and Standard Terms and Conditions have been included as Form 2 and Form 3 for your review and acceptance.

A copy of this solicitation, including all attachments and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](https://www.mdek12.org/PN/RFP) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this solicitation.

## 1.2 Eligibility Criteria

This solicitation is to provide information required to submit a response to this Request for Application (RFA). Please be aware that changes to previous requirements and/or eligibility solicited may have been made.

Applicants that previously received a subgrant award must be in good standing with the MDE to receive an award through this solicitation. If applicable, Subgrantees must have previously submitted:

* any final evaluation reports and data as required;
* any annual performance reporting data;
* finalized all monitoring review corrective actions;
* any requests for reimbursement of allowable expenditures following MDE’s reimbursement process; and
* the Year-End Budget Report.

If a previous Subgrantee is not in good standing, the application will be disqualified and will not be considered for an award.

The awarded Subgrantee must meet the following criteria to submit an application for these services:

Public schools/Lead Education Agencies (LEA)/MS Special Schools (Non-LEA) that operate Pre-K classrooms that serve three- and four-year-old children (regular education, inclusive, or self-contained) are eligible for these funds. Schools that indicate children enrolled in Pre-K classrooms for the 2021 – 2022 school year in the Mississippi Student Information System (MSIS) – month one enrollment – are considered eligible.

**Data Universal Number System (DUNS) Requirement**

A DUNS Number is a unique number used to identify Subgrantees. The federal government uses the UEI to track how federal money is allocated to Subgrantees. All Subgrantees must have an active DUNS Number, that is unrestricted and accessible at [www.sam.gov](http://www.sam.gov). Please visit [How to Obtain a Number](https://www.test.grants.gov/applicants/organization-registration/step-1-obtain-duns-number.html) for more information.

After receiving a DUNS Number, your Applicant must proceed to Step 2: Register with SAM. Any debarred person or Applicant will not be eligible to apply and receive Federal funds.

Verification and documentation of the registered active DUNS must be submitted with the application (e.g., [www.sam.gov](http://www.sam.gov) correspondence indicating the status and expiration date, DUNS and Bradstreet letter, etc.) Please remember that your DUNS must be unrestricted and accessible to the public. Failure to obtain and register your DUNS number will result in rejection of the application.

## 1.3 Conflict of Interest

Each Applicant receiving an award for funds must maintain a written conflict of interest policy.

# SECTION 2. PROGRAM REQUIREMENTS

## 2.1 Program Reports and Evaluation

The Grantee must comply with all reporting requirements, including those in Section 15011(b)(2) of Division B of the CARES Act, and submit required quarterly reports to the MDE at such time and in such manner and containing such information as the MDE may subsequently require. (See also 2 CFR 200.327-200.329). The MDE may require additional reporting in the future, which may include: the methodology LEAs will use to provide services or assistance to students and staff in both public and non-public schools, the uses of funds by the LEAs or other entities and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.

## 2.2 Application Review and Selection Process

***Phase I – Compliance***

Applications are reviewed by MDE program staff to determine if all formatting and submission requirements are met. **If any application fails to meet the established deadline or *Required Elements*, the application will be disqualified.** Please review the submission deadline and *Supplemental Form A* for the *Required Elements. Applications that are not received by the deadline or fail to provide the information as specified in the “Required Elements” will not be considered for an award and the Applicant may reapply at a future date.*

***Phase II – Eligibility Checklist Review***

A committee, authorized by the MDE, shall review each application based on eligibility to meet the requirements of the program. The committee is comprised of the program office staff administering the solicitation.

A minimum of three (3) committee members will review each application using an eligibility checklist to ensure requirements were met to consider and recommend the MDE allocate funding, until funding is exhausted or all eligible Applicants receive funding.

The MDE reserves the right to reject any portion of the application and negotiate with potential Subgrantees to address any issues that may impact the application or funding.

After the selection process, Applicants that were not recommended to the State Board of Education (SBE) for funding may receive copies of the evaluator’s comments and feedback upon a formal request to the MDE Office of Public Reporting only.

## 2.4 Application Criteria

The Applicant must provide activities for regular education, inclusion, or self-contained Pre-K classrooms serving three- and four-year old children. LEAs are to provide one or more of the equipment, materials or services described below.

Applicants receiving an award are responsible for utilizing these funds to carry out activities that advance student achievement and support student success, including but not limited to:

1. Purchasing educational technology (including hardware, software, and connectivity), which may include assistive technology or adaptive equipment. Also, the District/Non-LEA may use funds to provide home Internet access for any students according to the following:
   1. Mobile hotspots with paid data plans
   2. Internet connected devices with paid data plans
   3. District/Non-LEA pays for the cost of home Internet subscription for student
   4. District/Non-LEA provides home Internet access through a district managed wireless network
2. Activities focused specifically to addressing the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth.
3. Providing mental health services and supports.
4. Sanitization and minimizing the spread of infectious diseases, including cleaning supplies and staff training to address sanitization and minimizing the spread of infectious diseases.
5. Summer learning and supplemental afterschool programs.

Subgrantees are also obligated under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Individuals with Disabilities Education Act to ensure that their proposed program activities are outlined and are accessible to persons with disabilities.

# SECTION 3. GRANT AWARD AND RESPONSIBILITIES

Funds are subject to appropriations by the state/federal government. This grant will be awarded in the amount of $8,570 per classroom, per project period for an approved project period from December 2021 to September 30, 2023. All grants will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible Applicants is subject to the SBE approval. **The Mississippi Department of Education reserves the right to negotiate grant award amounts with all potential Subgrantees.**

## 3.1 Use of Funds

Funds are used for program implementation, as well as for operating expenses such as:

* Personnel and personnel benefits;
* Staff development and training;
* Consultants, subcontractors, and evaluators; and
* Classroom equipment, materials, and supplies.

## 3.2 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 Subgrantee 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:
   * + **Internal Controls**
       - Safeguard assets; ensure reliability of accounting data and subgrant terms and conditions
     + **Operating Controls**
       - Fiduciary procedural manuals; budgetary control

* **Accounting Controls**
  + Implement controls to ensure reliability of recorded financial data;
  + Maintain appropriate level of transaction review and authorization;
  + Develop and implement proper procurement procedures and cash management procedures that are well defined; and
  + Develop procedures that facilitate timely review and audit of financial activity.
* **Compliance Controls**
* Consider mechanisms to monitor and review compliance with subgrant terms (i.e., ensure grant funds are disbursed only to eligible Subgrantees);
* 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.
* **Document Control System**
* Develop written documentation of adequate internal operating and accounting controls that demonstrate evidence of controls related to grant compliance.

1. Assemble appropriate staff resources and communicate all compliance requirements and resources of the subgrant.
2. Keep abreast of changes in policies, procedures or requirements and continue to advise program staff of subgrant requirements.
3. Request any further “prior approvals” when identified.
4. Submit subgrant reimbursement requests no later than September 30, 2023, with liquidations by December 31, 2024.

* **Eligibility of Expenditures**
  + 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
  + 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.
    - 1. Prepare necessary reports:
* **Source Documentation**
* Appropriately support transactions entered into the Subgrantee’s system
* Documentation tracks each subgrant transaction and supports the validity of financial data reported; and
* Maintain separate funding lines for funds
* **Audit Trail**
  + The lowest level of detail the system should provide is documentation that supports all transactions (e.g., invoices, contracts, purchase orders);
  + The overall recordkeeping system should be able to trace financial statement balances through the Subgrantee’s general ledger, cash books and other journals; and
  + 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

Subgrantee’s 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.

## 3.3 Audit

Please note that the Subgrantee is required to, **if applicable**, have the financial and compliance audits conducted in accordance with the Single Audit Act Amendments of 1966 and 2 C.F.R. Part 200 Subpart F – Audit Requirements. Any non-federal entity that expends $750,000 or more in a year in federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200 Subpart F. If the non-federal entity did not expend $750,000 or more in a year in federal awards, a letter **MUST** be provided stating that this requirement does not apply.

The financial audit shall be conducted by a certified public accountant or by an accountant certified as qualified to audit local government accounts. The audits must be performed in accordance with generally accepted auditing standards (GAAS) and the financial statements must be prepared in conformity with general accepted accounting principles (GAAP).

# SECTION 4. 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** |
| September 28, 2021  October 5, 2021 | RFP Issued – Email and Post to MDE Website/Newspaper |
| October 8, 2021 | Deadline for Notice of Intent to Apply |
| October 12, 2021 | Deadline for submitting questions |
| October 14, 2021 | Questions will be posted to the MDE website |
| October 28, 2021, by 2:00 p.m. CST | Applications deadline by 2:00 p.m. CST |
| November 1 & 2, 2021 | Review of applications |
| December 16, 2021 | State Board of Education approval |
| December 17, 2021 | Notification of awards (contingent upon SBE approval) |
| December 21, 2021 | Budget Revisions due (if needed) |
| January 2, 2022 | Authorization to expend, pending approved revisions |

# SECTION 5. APPLICATION REQUIREMENTS

## 5.1. Application Formatting and Submission Information

Developed by the MDE, this solicitation contains all the forms and instructions necessary to apply for this grant opportunity. Please review the enclosed materials and carefully follow the instructions for completing and submitting an application. Before submission, review the application requirements to ensure that all sections and documents are complete.

The application **mus**t include **all** the required components listed on Supplemental Form A and must be included, in the following order, to proceed to **Phase II** of the application process. **Failure to submit the required completed forms with signatures will result in the rejection of the application. The application will consist of the required elements listed below ONLY:**

**The entire application should not exceed 20 pages.**

## 5.2 Submission Requirements

Applications shall be submitted as described below with section components clearly distinguished as follows:

1. Signed Cover Page (Form 1) - *Required Signature(s)*
2. Signed Assurances (Form 2) - *Required Signature(s)*
3. Signed Standard Terms and Conditions (Form 3) - *Required Signature*
4. Signed Conflict of Interest (Form 4) - *Required Signature*
5. Sign Acknowledgement of Amendments (Form 5) - *Required Signature*
6. Verification of the registration of the active DUNS must be submitted with the application (e.g., [www.sam.gov](http://www.sam.gov) correspondence indicating the status and expiration date, DUNS and Bradstreet letter, etc.) (Form 6)
7. Application
8. Budget Forms A, B, & C – Complete

## 5.3 Formatting and Submission Directions

Applicants should submit applications 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
* Single-spaced and single-sided (pages must include the Applicant’s name and page number within the footer in the lower right-hand corner)

**This grant competition is highly competitive.** 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 modify or change the criteria established in the application. This includes extending the date and time applications are due.

5.4 Application Submission and Due Date

Include **one** **(1)** completed **original** application with original signatures preferably in blue ink and must be delivered in a sealed envelope and received in the Office of Procurement **on** **Thursday, October 28, 2021, by 2:00 p.m. Central Standard Time (CST)** at the following address.

**PLEASE NOTE:** In person deliveries of applications will not be accepted or considered for an award.

**Ship to**: Mississippi Department of Education

**(FedEx, UPS, USPS, etc.)** **Monique Corley, Director**

*Office of Procurement*

**ESSER Pre-K Grant II**

359 North West Street

Jackson, MS 39201

**(DO NOT OPEN)**

**OR**

**Email to:** RFXS **–** [**rfxs@mdek12.org**](mailto:rfxs@mdek12.org)

## 5.5 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 other MDE staff regarding this solicitation, MDE, at its discretion, may disqualify the Applicant from submitting an application in response to the solicitation.**

## 5.6 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 delivered 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. Applications that are received 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 USPS, courier or other delivery service or 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 via [RFXS](mailto:RFXS@mdek12.org). The Applicant shall be notified as soon as practicable if their application was rejected and the reason for such rejection.

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.

## 5.7 Rejection of Applications

Applications that do not conform to the requirements of the solicitation will be rejected by the Mississippi Department of Education. Applications will be rejected for reasons below:

* 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 solicitation.
* The application required signatures have not been obtained.
* The application contains misleading signatures, statements, or references.
* The application is incomplete or contains irregularities that make the application indefinite or ambiguous.
* Applications that do not meet and conform to all requirements as outlined in *Required Submission*.
* 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 are not included in the application.
* The application is determined non-responsive.
* The DUNS number is inactive or restricted upon verification, if applicable.
* 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.

## 5.8 Conditions of Solicitation

The MDE reserves the right to accept, reject, or negotiate regarding submitted applications based on the evaluation criteria contained in the solicitation. The final decision to award a grant rest 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 favorable evaluation of the application; approval of the application by the review panel selected by MDE, approved budget and the State Board of Education approval.
3. The selection of an Applicant is contingent upon successful negotiation of any changes to the application as required by MDE.
4. The MDE also reserves the right to accept any application submitted for grant award, without negotiation. Therefore, Applicants are advised to propose their most favorable terms initially.
5. Applicants will be required to assume full responsibility for meeting all specified

requirements stated in the solicitation.

## 5.9 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.

## 5.10 Modification or Withdrawal of an Application

Prior to the application due date, a submitted application may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Applicant.

An application may be submitted as an amended application before the due date for receipt of applications. 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.

Unless requested by the MDE, no other amendments, revisions, or alterations to applications shall be accepted after the application due date.

Any submitted application shall remain a valid application for one hundred eighty (180) calendar days from the application due date.

## 5.11 Disposition of Applications

All applications become the property of the state of Mississippi.

### a. Appeals Federal Process

In accordance with federal rules, MDE provides Subgrantees or Applicants with the opportunity for a hearing to appeal MDE’s final action. (34 C.F.R. 76.401(a), 34 C.F.R. 76.783 and 20 U.S.C. 1231b-2) Specifically the Subgrantee or Applicant must allege that MDE took any of the following actions that violate Federal or State law, regulations, rules, or governing guidelines:

1. Failing to approve, or disapproving of, the application or project in whole or in part.
2. Failing to provide the amount of funds in accordance with requirements of the statutes and regulations.
3. No other grounds for appeal will be accepted or considered.
4. To request a hearing, the Subgrantee or Applicant must file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the appeal position, and the remedy sought within 30 days of the MDE’s action (e.g., notification of any action under 1 and 2 above). The request must have an original signature of the authorized agent who signed the application. If that individual is not available, the request must have the original signature of another individual who is authorized to sign official documents.
5. An original and two copies of the request for a hearing must be submitted by one of the following methods:

Certified mail with a return receipt required (within 30 days based on the postmark) to:

**State Superintendent of Education**

The Mississippi Department of Education

**APPEAL NOTICE ESSER Pre-K Grant II**

359 North West Street

Jackson, Mississippi 39205

Within 30 days of receiving the hearing request, MDE will hold a hearing on the record to review its action. The Subgrantee or Applicant will receive notice of the hearing and will have the opportunity to participate and be represented by counsel. The hearing will be conducted by an impartial hearing officer. During the hearing, the parties will have the opportunity to present and challenge evidence in an orderly fashion before an impartial decision maker. No later than 10 days after the hearing, the hearing officer, as the impartial decision maker, will issue a written ruling on behalf of MDE including findings of fact and reasons or the ruling. The parties may waive these deadlines by mutual consent in writing.

MDE will rescind its action if it determines the action conflicts with Federal or State laws and regulations governing the grant program. If after review, MDE does not rescind its action, the Subgrantee or Applicant may appeal to the Secretary of the US Department of Education within 20 days of being notified as a result.

MDE will make all records pertaining to any review or appeal of the Subgrantee or Applicant available at reasonable times and places to the Subgrantee or Applicant. This includes records of other Subgrantees and Applicants.

## 5.12 Requests For Information

Written questions concerning the solicitation should be **emailed** to: jdent@mdek12.org.

The deadline for submitting written questions by email is **Tuesday, October 12, 2021 at 5:00 p.m.** **Central Standard Time (CST).** The answers to the questions will be provided to the general public on **Thursday, October 14, 2021,** onthe MDE’s website [www.mdek12.org](http://www.mdek12.org) under the *Public Notices Section/Request for Applications, Qualifications, and Proposal.* **No individual replies will be granted.**

A copy of this solicitation, including all attachments and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on MDE’s website. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this procurement.

# SECTION 6. APPLICATION FORMS & ATTACHMENTS

*Each of the forms below must be included in the application*. Please follow the instructions on the individual forms to ensure each form is complete and signed, if applicable. **Any questions regarding the forms below should be submitted to the identified contact person via email during the time specified in the Request for Information section above.**

Form 1

# Cover Page

**ESSER Pre-K Grant II**

**(December 2021 – September 30,2023) APPLICATION PACKAGE**

|  |  |  |
| --- | --- | --- |
| **Name of School District:** | **Address:** | **City, State:** |
| **Phone:** | **Fax:** | **E-mail:** |

|  |  |
| --- | --- |
| **Amount Requested: $8,570 per classroom**  **Fund Year December 2021 – September 30, 2023 (with a liquidation date of December 31, 2024)**  **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **DUNS#** |

Please list each classroom individually per school in the LEA: (add additional rows if needed)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. School Name | 1. Pre-K Classroom Teacher Name | 1. Type of Pre-K Classroom:  * Regular Education * Inclusion * Self-Contained | 1. Age Group of Pre-K Children (age on September 1st)  * 4’s * 3’s & 4’s | 1. Number of Children in the Pre-K Classroom |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Total number of classrooms: \_\_\_\_\_\_ Total number of children served: \_\_\_\_\_**

**Required signatures:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| Superintendent | Date | Typed Name | Phone Number |  | Email |
|  |  |  |  |  |  |
| Project Coordinator | Date | Typed Name | Phone Number |  | Email |
|  |  |  |  |  |  |
| Business Manager | Date | Typed Name | Phone Number |  | Email |

**For MDE program office use only:** Mississippi Department of Education Approval

List name of 1st Level Approver

2nd Level Approver

Grants Management Director

(If funding with federal funds)

Executive Director

Approval Date:

Form 2

# ASSURANCES

***(Please read carefully before signing)***

The Applicant hereby assures that as a Subgrantee, in accordance with the statute, the Applicant submitting this application 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.

1. LEA and any other entity that receives ESSER funds will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
2. The LEA will comply with all reporting requirements, including those in Section 15011(b)(2) of Division B of the CARES Act, and submit required quarterly reports to the MDE at such time and in such manner and containing such information as the MDE may subsequently require. (See also 2 CFR 200.327-200.329). The MDE may require additional reporting in the future, which may include: the methodology LEAs will use to provide services or assistance to students and staff, the uses of funds by the LEAs or other entities and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.
3. Every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the MDE, USDE and/or its Inspector General; or (ii) any other state contractor, federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
4. The LEA must recognize that SEA approval of an application does not relieve the LEA of its responsibility to comply with all applicable requirements.
5. ESSER funds will be administered in accordance with all applicable statutes, and regulations as outlined in the CARES Act, IDEA, ESEA, Carl E. Perkins Act of 2006, and the McKinney-Vento Homeless Assistance Act.
6. ESSER funds must be administered in accordance with the Uniform Administrative Requirement, Cost Principals, and Audit Requirement for Federal Awards (2 C.F.R. Part 200) and the Education Department General Administrative Regulations (EDGAR).
7. SEC. 442. 20 U.S.C. 1232e
8. Each local educational agency which participates in an applicable program under which Federal funds are made available to such agency through a State agency or board shall submit to such agency or board a general application containing the assurances set forth in subsection (b). That application shall cover the participation by that local educational agency in all such programs.
9. The general application submitted by a local educational agency under subsection (a) shall set forth assurances—

(1) that the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;

(2) that the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;

(3) that the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;

(4) that the local educational agency will make reports to the State agency or board and to the Secretary as may reason- ably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 443, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;

(5) that the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;

(6) that any application, evaluation, periodic program plan or report relating to each program will be made readily avail- able to parents and other members of the general public;

(7) that in the case of any project involving construction—

(a) the project is not inconsistent with overall State plans for the construction of school facilities, and

(b) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 504 of the Rehabilitation Act of 1973 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;

(8) that the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and

(9) that none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

(c) A general application submitted under this section shall remain in effect for the duration of the programs it covers. The State agencies or boards administering the programs covered by the application shall not require the submission or amendment of such application unless required by changes in Federal or State law or by other significant change in the circumstances affecting an assurance in such application.

1. 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, disability, 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.
2. 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 Subgrantee related to Subgrantee 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. 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.
3. The Subgrantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
4. The Subgrantee 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 Subgrantee 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 the Subgrantee 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 for nonperformance of the at any time during the term of the program. The Subgrantee 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 Subgrantee 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 Subgrantee 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. 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.
10. The Subgrantee adheres to the applicable provisions of the Education Department General Administrative Regulations (EDGAR): 34 CFR Subtitle A, Parts 1-99.
11. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee hereby certifies and assures that the school district/entity submitting this document shall comply with MDE Assurances and Certifications in accordance with state and federal regulations requirements, and MDE policy and requirements pertaining to this program. The Subgrantee certifies further that the information submitted on this is true and correct.

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

Superintendent Date

Form 3

# STANDARD TERMS AND CONDITIONS

*Certain terms and conditions are required for contracting. Therefore, the Applicant shall assure agreement and compliance with the following standard terms and conditions.*

1. **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 Subgrantee, to reduce the amount of funds payable to the Subgrantee 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.

1. **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.

1. **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.

1. **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 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 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 Subgrantee covered by the agreement, less payments of compensation previously made.

1. **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 Subgrantee related to 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 off all issues which arise from it.

1. **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.

1. **LEGAL AUTHORITY**

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

1. **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, disability, or sex in any manner prohibited by law.

1. **COPYRIGHTS**

The Subgrantee: (i) agrees that the MDE shall determine the disposition to title to and the rights under any copyright by 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.

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.

1. **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.

1. **SURRENDER OF EQUIPMENT**

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

1. **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.

1. **MISSISSIPPI ETHICS**

It is the responsibility of the Subgrantee 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 Subgrantee.

I have **read** and **agree** to comply with the Standard Terms and Conditions. I certify that the contents of this application, if funded, will be followed for the implementation of the grant award 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 Date

Form 4

# 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. 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 the program 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.

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Superintendent 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](https://www.mdek12.org/PN/RFP) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

Form 6

# Verification

Verification of the registration of the active DUNS must be submitted with the application (e.g., [www.sam.gov](http://www.sam.gov) correspondence indicating the status and expiration date, DUNS and Bradstreet letter, etc.)

Form 7

# Budget

Budget Overview, Narrative, and Summary

**All Applicants** must submit a ***Budget Overview and*** ***Budget*** and a ***Budget Summary.***

When determining the amount to be requested for school districts, please consider the need and the number of students to be served. All Applicants must submit a budget and sustainability plan, if applicable.

Allowable Expenses

Project funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes. All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

Applicants must list all budgetary costs based upon the narrative components and program design and ensure that the budget includes a line-item description for every allowable cost necessary to carry out the goals and objectives of the proposed program. It is advisable to consult with the financial office of the applying agency prior to submitting the application.

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.**

## **Instructions for Budget Forms:**

## **General Instructions**

You may request an amount equal to or less than the first year for additional years, if applicable. Pay attention to applicable program specific instructions given in the solicitation.

## **BUDGET OVERVIEW**

**Budget Overview Form A (REQUIRED)**

All Applicants must complete Form A and provide an overview to support the budget that is presented as part of this solicitation. This overview must address all components listed, if applicable.

## **Budget Summary**

**Budget Summary Form B (REQUIRED)**

Applicant must complete **Form B** and provide a breakdown by the applicable budget categories shown.

## **Budget Narrative**

**Budget Narrative Form C for Year One Only (REQUIRED)**

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

1. Provide an itemized budget breakdown for each applicable budget category listed in the budget summary pages.
2. Provide the rate and base on which fringe benefits are calculated.
3. Provide other explanations or comments you deem necessary.
4. Administrative and indirect cost rates for non-profits are to be handled according to Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards and in accordance with the governing authority of that specific non-profit.
5. Enter the indirect cost rate that will be in effect during the funding period. Use the restricted rate. In addition, enter the estimated amount of the base to which the rate is applied, and the total indirect expense.



**Form A**

**APPLICATION**

Provide a brief and concise narrative not exceeding two pages on the following:

1. Describe the need for funding.

1. How will funding address the educational technology, activities focused on special populations, mental health services and supports, sanitation, and or summer learning and supplemental afterschool programs for Pre-K classrooms in the LEA?
2. What is the anticipated impact for the students in the Pre-K classrooms in the LEA?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | FORM B  **Mississippi Department of Education** BUDGET summary PAGE **ESSER Pre-K Grant II** | | | Project Period: December 2021 – September 30, 2023 (with a liquidation date of December 31, 2024  Projected Budget Summaries |
| Fund Number: 2594 |
| Name of District: | | | Applicants requesting funding for multi-year grants should complete all applicable columns, if applicable. Please read all instructions before completing form. | |
| **Budget Categories** | | **Project Period:** December 2021 – September 30, 2023 | | |
| 1. Personnel (Non-Administrative) | |  | | |
| 2. Fringe Benefits | |  | | |
| 3. Equipment | |  | | |
| 4. Supplies | |  | | |
| 5. Contractual | |  | | |
| 6. Other (Specify) | |  | | |
| 7. Total Direct Costs (lines 1-6) | |  | | |
| 8. Indirect Costs | |  | | |
| 9. Total Cost (lines 7-8) | |  | | |

The total amount to be budgeted is **$8,570 per Pre-K classroom**.

FORM C

# BUDGET NARRATIVE

Use the Budget Narrative form to provide a complete budget narrative **for the project period**. On this page, please provide a **brief** but **detailed** budget narrative that explains the following, if applicable: (1) the basis for estimating the costs of professional personnel salaries, administrative costs, benefits, project staff travel, materials and supplies, consultants, indirect costs, and any projected expenditures and (2) how the major cost items relate to the proposed activities and how these activities will help students achieve higher standards. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and **clear and concise description** of the computations used to arrive at the total amounts indicated. The total amount to be budgeted is **$8,570 per Pre-K classroom**. This page may be expanded as needed.

Applicant Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| CATEGORY/Activity | **AMOUNT** | **GENERAL DESCRIPTION** |
| 1. Personnel  (Non-Administrative) |  |  |
| 2. Fringe Benefits |  |  |
| 3. Equipment |  |  |
| 4. Supplies |  |  |
| 5. Contractual |  |  |
| 6. Other (Specify) |  |  |
| 7. Indirect Costs |  |  |
| GRANT TOTAL |  |  |

Applicant Signature: ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page of \_\_\_\_

**FORM D**

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# NOTICE OF INTENT TO APPLY

All Applicants planning to apply should submit a Notice of Intent to Apply. **The Notice of Intent to Apply should be received by October 12, 2021, deadline.** The Notice of Intent to Apply is **not** required to apply but may be necessary to assist the MDE in planning purposes and preparation for application scoring.

Please send via email to jdent@mdek12.org.

This notice confirms that my organization is interested applying for the ESSER Pre-K Grant II and intends to submit an application by the deadline date above.

|  |  |  |  |
| --- | --- | --- | --- |
| LEA Name |  | | |
| Superintendent­­­­­ |  | | |
| Address |  | | |
| City |  | Zip |  |
| Email |  | | |
| Phone |  | | |

Sincerely,

**Authorized Signature**

**Title of Authorized Person**

**END OF DOCUMENT**