**REQUEST FOR APPLICATION**

[](https://www.mdek12.org/)

**MS Beginnings Reimbursement Grant**

**Submission Deadline Date: May 31, 2024**

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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 applications from qualified Applicants to provide reimbursement of printed teacher guides and trade books to Early Learning Collaboratives and State Invested Pre-K who are implementing the MS Beginnings: Pre-K through grant awards issued by the Mississippi Department of Education*.*

The Office of Early Childhood is required to follow the Early Learning Collaborative Act of 2013. In section one of the act states: “An ‘evidence-based curriculum’ is an age-appropriate curriculum that demonstrates a statistically significant effect on improving student outcomes.” The Opening the World of Learning (OWL) Curriculum is currently used in existing classrooms; however, it is no longer in print and cannot be obtained for the Early Learning Collaboratives and State Invest Pre-K classrooms that were added in the 2023-2024 school year.

MS Beginnings: Pre-K Curriculum is currently being used as the state’s evidence-based curriculum meeting the requirements of the Early Learning Guidelines for Classrooms Serving Three-and Four-Year Old Children, as well as the Early Learning Collaborative Act of 2013. Included in MS Beginnings Curriculum are teacher guides and trade books that are at the core of the curriculum and deemed necessary to provide children with opportunities and experiences needed to master early literacy skills.

The Office of Early Childhood will award funds based on the following methodology: Teacher guides and trade book grant awards will be based upon the number of classrooms in each of the Early Learning Collaborative and State Invested Pre-K programs.

All grant awards are at the discretion of the State Board of Education (SBE). The grant shall be contingent upon successful completion of the services in the preceding year’s grant, availability of funds, and performance evaluation. 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 for your review, acceptance, and signature after an award has been made.

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.

Early Learning Collaborative (ELC) and State Invested Pre-K (SIP) programs who purchased teacher guides and trade books for their grant funded classrooms during the 2023-2024 school year are eligible for reimbursement up to $45,000 per ELC or SIP program.

*Each program should:*

* Submit and meet requirements indicated in this RFA
* Provide proof of purchase (receipts, budget forms, etc.)

Applicants that previously received a subgrant award must be in good standing with the MDE to receive an award through this solicitation. If a previous Subgrantee is not in good standing, the application will be disqualified and will not be considered for an award.

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.

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# SECTION 2. PROGRAM REQUIREMENTS

## 2.1 Application Criteria

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

All participating Pre-K programs *must* use an evidence-based curriculum that is designed to prepare students to be ready for kindergarten. The curriculum *must* place an emphasis on early literacy and be aligned with MDE’s *Early Learning Standards for Classrooms Serving Four-Year-Old Children*. The curriculum *should* contain thematic units of activities and ideas designed to provide children the opportunities and experiences needed to master the performance standards in the *Mississippi Early Learning Standards for Classrooms Serving Four-Year-Old Children* and must be implemented with fidelity*.* This stand-alone curriculum will need no additional supplemental components as it is truly comprehensive and should be implemented with fidelity to obtain the expected evidence – based child outcomes.

**Programs that used OWL Curriculum during the 2022-2023 school year and switched to MS Beginnings during the 2023-2024 school year can apply.**

On Form 1, please identify the primary point of contact for the program (for example, the Pre-K coordinator or manager) that serves as the leadership role for the program. Please identify the number of classroom teachers for each school, including the number of teacher guides and trade books purchased in the separate columns.

If the Early Learning Collaborative (ELC) gave funds to partners to purchase teacher guides or trade books to implement MS Beginnings during the identified time period, it is expected that the ELC reimburse the partner for the expenses as identified in this grant opportunity.

Reimbursement funds are expected to be returned and used for the ELC or SIP project efforts.

# SECTION 3. GRANT AWARD AND RESPONSIBILITIES

Funds are subject to appropriations by the state government. This grant will be awarded in the amount up to $45,000 per fiscal year/per program for an approved project period up to one (1) year contingent availability of funds. 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.**

*Cost of Teachers Guides + Trade Books x number of classrooms = allocation.*

## 3.1 Use of Funds

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

* MS Beginnings Teacher Guides
  + Set Up for Success
  + Unit 1
  + Unit 2
* Trade Books required for MS Beginnings Curriculum (60 maximum per class/teacher [one set] max.)

Applicants 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.

## 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 June 30, 2024, with liquidations by July 12, 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).

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# 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** |
| May 9, 2024  May 16, 2024 | RFA Issued –  Email and Post to MDE Website/Newspaper |
| May 20, 2024 | Deadline for submitting questions |
| May 22, 2024 | Questions will be posted to the MDE website |
| May 31, 2024, by 2:00 p.m. | Applications deadline by 2:00 PM CST |
| June 4 – 5, 2024 | Review of applications |
| June 10, 2024 | Notification of awards and non-awards |
| June 14, 2024 | Authorization to expend, pending approved revisions |

# SECTION 5. APPLICATION REQUIREMENTS

1. Signed Form 1 – Application - *Required Signature(s)*
2. Budget Form A – Complete
3. Proof of purchase (receipts, invoices, purchase orders, proof of payment, etc.)

## 5.1 Formatting and Submission Directions

Applicants should submit applications using the following parameters:

* Submitted on 8.5” x 11” white paper using 12-point Arial/ 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)
* 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
* A response received via the RFXS must include ONE response per electronic submission.
* **Duplicate submission** of an electronic or mailed response proposalwill 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.**

**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.

5.2 Application Submission and Due Date

A signed application packet shall be submitted electronically in a PDF format via [RFXS](mailto:RFXS@mdek12.org) <rfxs@mdek12.org> no later than **Friday, May 31, 2024 by 2:00 p.m. Central Standard Time (CST).** 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 proposal 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 with number (ONE) copies shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Friday, May 31, 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 proposal and shall not be considered for an award.***

**Ship To:**

**MONIQUE CORLEY**

**Office of Procurement**

**The Mississippi Department of Education**

**MS Beginnings Reimbursement Grant**

**359 North West Street**

**Jackson, Mississippi 39201**

## 5.3 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.**

## 5.4 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 delivered at the MDE in person by the applicant or a representative will NOT be opened. Packages received 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](mailto:RFXS@mdek12.org). **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance 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.

## 5.5 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 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 application and signed cover page are not included in the application.
* The Applications that do not meet and conform to all requirements as outlined in Required Submission.
* Required forms and attachments are not included in the proposal.
* Additions, modifications, alterations, or perceived improvements to any portion of the solicitation shall be considered non-responsive and will not be evaluated.
* The application packet was attached as a “link” in response to the solicitation.
* In person delivery.

## 5.6 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.

## 5.7 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.

## 5.8 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.

## 5.9 Disposition of Applications

All applications become the property of the state of Mississippi.

## 5.10 Requests for Information

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

The deadline for submitting written questions by email is **Monday, May 20, 2024, at 5:00 p.m.** **Central Standard Times (CST).** The answers to the questions will be provided to the general public on **Wednesday, May 22, 2024** 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.**

Form 1

# Application

**MS Beginnings Reimbursement Grant**

**FY 24 (School Year 2023-2024) APPLICATION PACKAGE**

|  |  |  |
| --- | --- | --- |
| **Name of Early Learning Collaborative or State Invested Pre-K program:** | **Address:** | **City, State:** |
| **Project Coordinator Name:** | |  |
| **Phone:** | **E-mail:** |  |
| **Amount Requested (up to $45,000 per ELC or SIP program)**  **Project Period July 1, 2023 – June 2024 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NAME OF EACH SCHOOL/PARTNER (for ELCs)** | **ADDRESS OF EACH SCHOOL/PARTNER (for ELCs)** | **Classroom Teacher**  **NAME** | **NUMBER OF TEACHER GUIDES (Set Up for Success, Unit 1, Unit 2 – can request up to three per teacher)** | **NUMBER OF TRADE BOOKS (can request up to one set per teacher)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Required signatures:**

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

Superintendent/Executive Director/Agency Head/Fiscal Agent Date

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

Local Board President Date

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

Project Coordinator Date

# Budget Forms

Allowable Expenses

The Budget Summary allocation is created by the number of classroom/teachers in the program who are implementing the MS Beginnings Pre-K Curriculum. Funding will be provided up to $45,000 per program. Reimbursement will be given for only the printing of Teacher Guides: Set Up for Success, Unit 1, and Unit 2, as well as the required trade books (60 per classroom/teacher [one set] max.)

Please remember the following requirements:

**Programs that used OWL Curriculum during the 2022-2023 school year and switched to MS Beginnings during the 2023-2024 school year may apply.**

* Submit and meet requirements indicated in this RFA
* Provide proof of purchase (receipts, invoices, purchase orders, proof of payment, etc.)

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 Summary**

**Budget Summary Form A (REQUIRED)**

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

1. State the number of ELC/SIP classrooms.
2. Provide the company from which the purchase was made.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | FORM A  **Mississippi Department of Education**  **MS Beginnings Reimbursement Grant** | | | | | FY ‘23 - ‘24  Projected Budget Summaries |
| Name of Program: | | | |  | | |
| **BUDGET SUMMARY – Form A** | | | | | | |
| **Budget Categories** | | **Number of ELC/SIP Classrooms Only** | **Name Company of Purchase (should match receipt/s – include all companies purchased from in this cell)** | | **Total Expenditure** | |
| * + - 1. Teacher Guides   Set Up for Success, Unit 1 and Unit 2 | |  |  | | $ | |
| 1. Trade Books (60 max. per classroom teacher [one set]) | |  |  | | $ | |
| 3. Grand Total Cost (lines 1-2) | |  |  | | $ | |

* **Funding will be provided up to $45,000 per ELC /SIP program.**

# REQUIRED ATTACHMENTS AFTER NOTICE OF AWARD

***Each of the forms below must be completed after the notice of award*.** Any questions regarding the forms below should be submitted to the identified contact person via email.

1. Signed Assurances (Form 2) - *Required Signature(s)*
2. Signed Standard Terms and Conditions (Form 3) - *Required Signature*
3. Signed Conflict of Interest (Form 4) - *Required Signature*
4. Sign Acknowledgement of Amendments (Form 5) - *Required Signature*

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. 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 application for nonperformance of the applicant 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.

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/Executive Director/Fiscal Agent Signature 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 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. 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/Executive Director/Agency Head/Fiscal Agent 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/Executive Director/Fiscal Agent Date

Title of Authorized Person

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 applicants to monitor the MDE website for updates regarding any amendments to the solicitations.

**END OF DOCUMENT**