Maryland Leads Partner Program 2022

Deadline
April 5, 2022
No later than 5:00 pm EST
MARYLAND STATE DEPARTMENT OF EDUCATION

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Program Description

Maryland Leads is a Maryland State Department of Education (MSDE) initiative designed to support Local Education Agencies (LEAs) in utilizing federal funds to overcome the learning loss resulting from the COVID-19 pandemic, accelerate student learning to narrow opportunity and achievement gaps, and provide more targeted support for historically underserved students and their communities. Maryland Leads also supports LEAs in addressing short and long-term challenges related to the current labor shortage and attends to the longstanding need to establish and strengthen teacher pipelines and development. Maryland Leads is centered around seven high-leverage strategies that have been proven to be effective and transformative for schools and school systems: Grow Your Own Staff, Staff Support and Retention, The Science of Reading, High-Quality School Day Tutoring, Reimagining the Use of Time, Innovative School Models, and Transforming Neighborhoods through Excellent Community Schools.

Maryland’s 24 LEAs will access the state’s allotment of $133 million in Elementary and Secondary School Emergency Relief (ESSER) funds through a single, non-competitive grant process. MSDE will provide LEAs with a series of information sessions and workshops beginning in February 2022 and continuing throughout the Spring to support LEAs through the grant submission process. Awards will be announced in Spring 2022 with implementation beginning in Summer 2022 and continuing through the 2022-2023 and 2023-2024 school years.

MSDE will support the Maryland Leads project internally through its Office of Grants Administration and Compliance.

NAME OF GRANT PROGRAM

Maryland Leads Partner Program

AUTHORIZATION

Federal funds: CFDA #84.425 – The Coronavirus Response & Relief Supplemental Act (CRRSA) and the American Recovery Plan Act (ARPA).

PURPOSE

The MSDE is issuing this guidance and application to identify and select a series of vendors that will work with one or more of the state’s twenty-four Local Education Agencies (LEAs) as part of the MSDE’s new Maryland Leads program on one (or more) of the program’s seven, high-leverage strategies.

Maryland Leads is a MSDE initiative designed to support LEAs in utilizing federal funds to overcome the learning loss resulting from the COVID-19 pandemic, accelerate student learning to narrow opportunity and achievement gaps, and provide more targeted support for historically underserved students and their communities. Maryland Leads also supports LEAs in addressing short and long-term challenges related to the current labor shortage and attends to the longstanding need to establish and strengthen teacher pipelines and development.
DISSEMINATION

This Grant Information Guide was released on March 4, 2022.

To apply for a partner grant, please complete the online application posted on the Maryland Leads webpage, here. A PDF copy of this application and an accessible version of this application may be downloaded from the site so that applicants can begin to prepare for their submission in advance.

DEADLINE

Applications are due no later than 5pm on April 5, 2022.

GRANT PERIOD

May 1, 2022 – September 30, 2024

ESTIMATED NUMBER OF GRANTS

Estimated 30 - 45

ESTIMATED AVERAGE GRANT AMOUNT

Award amounts will vary based on the number, type, and scope of strategy(ies) and the number, type, and scope of a given strategy’s focus areas for which an applicant receives an award, as well as the number of Local Education Agencies (LEAs) who select that vendor for their Maryland Leads program. Applicants can respond to one, some, or all of the strategies and/or one, some, or all of a strategy's focus areas.

Example 1. An applicant submits and is evaluated on a response for all of the focus areas within the High-Quality School Day Tutoring Strategy.

Example 2. An applicant submits and is evaluated on a response for only two of the High-Quality School Day Tutoring Strategy's focus areas.

Example 3. An applicant submits and is evaluated on a response for all of the focus areas within the Innovative School Models Strategy and all of focus areas within the Reimagining the Use of Time Strategy.

Example 4. An applicant submits and is evaluated on a response for all of the focus areas within the Grow Your Own Staff Strategy and only one of the focus areas within the Staff Support and Retention Strategy.

Grant award for program participation does not ensure an applicant will receive grant funding since final award amounts are related to LEA program partner choice and LEA Maryland Lead program(s) selection.

ELIGIBILITY

The Maryland Leads Partner Program is open to any applicants that can, either directly or through its subcontractor(s) meet all of the requirements related to the Maryland Leads strategy(ies) and focus area(s) to which the applicant responds. The applicants(s) shall remain responsible for grant performance even if using subcontractors.
PROJECT GOALS

Maryland Leads is centered around seven high-leverage strategies that have been proven to be effective and transformative for schools and school systems. The key project goal for Maryland Leads as it relates to this Request for Proposal is to plan and support the administration of one, some, or all of the following strategies in one, some, or all of the state’s twenty-four LEAs:

- Grow Your Own Staff
- Staff Support and Retention
- The Science of Reading
- High-Quality School Day Tutoring
- Reimagining the Use of Time
- Innovative School Models
- Transforming Neighborhoods through Excellent Community Schools
Partner Responsibilities

Each strategy contains several focus areas and associated best practices from the field that LEAs may choose to implement. The LEAs’ choices will depend on the individual needs of their students, schools, and communities.

LEAs will have the opportunity to work with best-in-class partners to strategize and execute plans within and across all seven strategies. To participate in the grant opportunity, LEAs must choose at least two of the seven strategies. Below is a brief description by strategy of the focus areas with which partners can assist LEAs. The different strategies will have different partners available from which to choose. Some partners may be available to support LEAs in all of the focus areas for a particular strategy, while others may only support the execution of some areas. For example, Partner A may offer to support an LEA in developing a strategic staffing plan while Partner B offers to support the LEA in developing a marketing and recruiting campaign for prospective employees. Meanwhile, Partner C may offer to support the LEA in doing both. LEAs will choose from available partners within their awarded strategies after completing the grant submission process.

GROW YOUR OWN STAFF

1) Assist LEAs with the development and implementation of strategic staffing plans to grow their own students, staff, and community members into teachers and other professional support positions (e.g., social workers, speech language pathologists, etc.). Plans should include strategies to diversify the workforce with underrepresented groups. Plans should also include strategies to build pipelines for hard-to-fill areas (e.g., math, science, special education, bilingual, and CTE).

   o Design residency or apprenticeship models where participants work full-time in schools while earning necessary degrees and/or credentials.

   o Create LEA-led programs to alternatively certify degreed individuals interested in changing careers and joining the education field. Programs should include significant support and clinical experiences to ensure participants are prepared for success.

   o Design programs to inspire and support an LEA’s student community to pursue jobs in education.

2) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate programs and plan for sustainability, including systems and support for hiring and placement of participants.

3) Plan and implement marketing and recruiting campaigns for specific groups and/or positions.

STAFF SUPPORT AND RETENTION

1) Assist LEAs with the development and implementation of strategic plans to better support and retain staff. Plans may include strategies related to induction and orientation, compensation, professional development, coaching, mentorship, employee health and wellness, employee recognition, and climate and culture.

   o Redesign compensation structures and/or develop strategic compensation incentives.

   o Develop programs to increase employee efficacy through job-embedded support and training such as mentorship, coaching, or co-teaching. Programs should include strategies for setting goals and providing quality feedback.
- Redesign employee orientation and induction experiences, particularly for early career teachers.
- Design opportunities for employees to progress within their roles as leaders.
- Create and implement a cohort model to support teachers in obtaining National Board Certification.
- Develop programs to support employee health and wellness.
- Establish systems to recognize and reward employees.

2) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate programs, and plan for sustainability.

3) Support LEAs in the marketing and communication of new programs and activities.

THE SCIENCE OF READING

1) Assist LEAs with the development and implementation of strategic plans to provide rigorous professional development to K-3 teachers and other relevant staff that is aligned to the science of reading and best practices in literacy. Plans should include creating systems to support the implementation of the training such as establishing a trainer-of-trainers model, developing professional learning communities for literacy, or strategically deploying instructional coaches and literacy specialists.

2) Provide training to K-3 teachers and other relevant staff in the science of reading.

3) Ensure LEAs have high-quality, content-rich instructional materials and assessment tools aligned to the science of reading and Maryland’s Ready to Read Act.

4) Create systems for progress monitoring, including the use of universal screeners, to ensure all students are reading by the end of third grade and have the appropriate supports if still struggling with reading beyond third grade.

HIGH-QUALITY SCHOOL DAY TUTORING

1) Assist LEAs with the development and implementation of a strategic plan to enable high-quality tutoring during the school day. The LEA may plan for this systemwide or for implementation in a subset of schools.

   - Establish a pipeline for tutors (college students, paraeducators, teachers, non-teaching professionals, volunteers, etc.).
   - Develop training for tutors that includes strategies for using data, differentiating instruction, and assessing learning.
   - Provide support to tutors to increase content knowledge, integrate technology, and provide accommodations for students in special programs.
   - Create systems to build the capacity of tutors through coaching and regular feedback.
   - Ensure staff are trained in effectively grouping students.
   - Provide training to school staff who may supervise, direct, or mentor tutors.
2) Provide training for tutors or staff in effective tutoring practices.

3) Provide trained, experienced, tutors who can provide high-quality, school day tutoring.

4) Work with LEAs to ensure tutors have access to high-quality instructional materials and technology resources.

5) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate programs, and plan for sustainability

REIMAGINING THE USE OF TIME

1) Assist LEAs with the development and implementation of a strategic plan to reimagine the use of time and create opportunities that support students and their learning. The plan should include a reassessment and redesign of school schedules and calendars. The LEA may plan for this systemwide or for implementation in a subset of schools.

   o Redesign schedules to support differentiated instruction for students through smaller teacher to student ratios and flexible grouping.

   o Create opportunities for the most effective teachers to expand their reach and support the development of other teachers as well as work directly with students who have the highest needs.

   o Increase occurrences of tutoring, mentorship, service learning, career and college exploration, or social-emotional support.

   o Design opportunities for students to explore individual interests and passions.

   o Redesign parent-teacher conferences to increase student and parent engagement as well as provide both groups with opportunities to take more active roles in teaching and learning at home and at school.

   o Develop and implement a program with a targeted set of systems and supports for 9th grade students that includes strategic grouping of students and teacher assignments; opportunities for social-emotional learning; teacher, counselor, and administrator professional development; family engagement; administrator engagement; and time for staff teams to meet and discuss students’ individual needs.

   o Provide more time to support students who are historically underserved or who have experienced learning loss due to the pandemic.

2) Provide engaging and relevant programming directly to students through extended learning time opportunities during the school year.

3) Provide intensive and long-term support (6 - 10 years) to the most at-risk and underserved high school students to ensure they graduate from high school and aid them in pursuing additional education or entering the workforce.

4) Provide support to high-performing, underrepresented high school students and their families in accessing, attending, and graduating from Tier 1 colleges and universities across the nation. This includes preparing for college entrance exams, visiting institutions of higher education, completing college and financial aid applications, mentoring and advising through college, and securing summer internships and jobs.
5) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate programs, and plan for sustainability.

INNOVATIVE SCHOOL MODELS

1) Assist LEAs with the development and implementation of a strategic plan to launch new school model(s) designed to serve all students. LEAs may choose models related to Career and Technical Education (CTE), early/middle college, or the transformation of low performing schools. Support the LEA in executing all activities related to launching new school model(s).
   - Facilitate opportunities for LEA to explore and choose models.
   - Support the LEA in engaging stakeholders regarding the selection of a school model.
   - Develop the process for hiring and placing school leaders, teachers, and other staff.
   - Partner with the school leader and potentially other staff in advance of the school’s opening to support planning, hiring, community engagement, and student recruitment if applicable.

2) Provide staff with initial and ongoing professional development to support the implementation of the school model.

3) Ensure school has the instructional materials, supplies, and other equipment needed to support the new model.

4) Support LEAs in the marketing, communications, and recruitment efforts for new school model(s).

5) Assist LEAs in partnering with or launching an intermediary in collaboration with industry partners to provide students with opportunities for career awareness, career exploration, and work-based learning.

6) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate implementation, and plan for sustainability.

TRANSFORMING NEIGHBORHOODS THROUGH EXCELLENT COMMUNITY SCHOOLS

1) Assist LEAs in the development and implementation of a strategic plan designed to launch a robust and high-quality community schools initiative that serves a designated community and/or neighborhood and utilizes an asset-based approach to strengthen school-to-home relationships as well as the school’s relationship to the community. Support the LEA in executing all activities related to this effort.
   - Initiate, develop, and implement a collective impact initiative to align efforts and support for a specific community.
   - Develop and align partnerships and resources to aid families in overcoming unemployment, trauma, generational poverty, and a number of other challenges that ultimately impact a student’s academic success.
   - Create systems and structures needed to support high-quality implementation of coordinated case management and care.
Design and implement a comprehensive family engagement model that provides families with a variety of ways to engage around their needs and interests, connects with families at home or in the community, communicates in families’ preferred language, and establishes opportunities to develop them as leaders and advocates.

2) Provide direct services to families related to mental and physical health, nutrition, housing, job training, and other needs.

3) Partner with LEAs to conduct needs assessments, collect stakeholder feedback, evaluate programs, and plan for sustainability.

4) Support LEAs in the marketing and communication of the initiative as well as individual programs and activities.

**PROJECT MILESTONES**

MSDE will award subgrants under the federal funding to applicants. During the program, MSDE will pay partners for costs associated with the completion of major project milestones. Project milestones require LEA sign-off to the MSDE.

An awardee is only responsible for ensuring project milestones associated with the strategy area:

- to which the Awardee responded through this application;
- to which the Awardee was awarded through this application process; and
- for which the Awardee was selected as a partner vendor by a participating LEA under the Maryland Leads program.

For example, if an applicant proposes a response only for strategy one, the Grow Your Own Staff strategy, that applicant is awarded a contract to be an LEA partner, and an LEA selects that vendor as part of their Maryland Leads Grow Your Own Staff program, the applicant is responsible only for milestones associated with the Grow Your Own Staff program.

**MILESTONE SUBMISSION**

The MSDE will closely monitor Partner Subgrantee(s) progress toward milestones to ensure that expenses align with their cost proposals. For every milestone, the Partner Subgrantee shall request that the MSDE Office of Grants Administration and Compliance confirm completion of that milestone by sending an e-mail identifying the milestone name, any related invoice documentation, and date of receipt. Subgrantees must include, where applicable, LEA sign off with any deliverable submission notice to the MSDE Office of Grants Administration and Compliance. MSDE will issue a notice of milestone confirmation to subgrantees and issue payment.

In the event of rejection, the MSDE will formally communicate in writing any milestone deficiencies, errors, inaccuracies, or non-conformities to the Subgrantee. The subgrantee shall correct deficiencies and resubmit the corrected milestone for acceptance within an agreed-upon time period to receive payment.
GRANT AWARD PAYMENTS

The subgrantee shall e-mail completed grant invoices to support award payments along with completed project milestones to Maryland Leads@maryland.gov. All invoices related to project milestones shall be verified by the subgrantee, the LEA, where applicable, and the MSDE as accurate at the time of submission. The Department reserves the right to reduce or withhold grant payment in the event the subgrantee does not provide the Department with all required milestones within the time frame specified in the Grant Agreement (GA) or Notice of Grant Award (NOGA) or otherwise breaches the terms and conditions of the GA or NOGA.

INSURANCE REQUIREMENTS

The subgrantee will need to meet any insurance requirements of Local Education Agencies with which the subgrantee partners as part of this program. The subgrantee shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the grant performance period:

1) Commercial General Liability - of $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and $3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

2) Errors and Omissions/Professional Liability - $1,000,000 per combined single limit per claim and $3,000,000 annual aggregate.

3) Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of $1,000,000 per loss, and a minimum single loss retention not to exceed $10,000. The State of Maryland and the Department should be added as a "loss payee."

4) Cyber Security / Data Breach Insurance – (For any service offering hosted by the grantee) ten million dollars ($10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.

5) Worker’s Compensation - The grantee shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars ($1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

6) Automobile or Commercial Truck Insurance - The grantee shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

The State and any LEA that ultimately partners with the subgrantee shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability. Any insurance furnished as a condition of the grant shall be issued by a company authorized to do business in the State. The subgrantee shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the MSDE with the same documentation as is required of the subgrantee.
Application

The grant application consists of two sections: The grant project proposal, and the grant budget proposal. Please omit all planned budget and cost information from the grant project proposal. Submit the grant applications via email as a PDF attachment to: Maryland.Leads@maryland.gov. The full application must not exceed forty, single-sided pages, including appendices.

GRANT PROJECT PROPOSAL

Maryland Leads is centered around seven high-leverage strategies that have been proven to be effective and transformative for schools and school systems: Grow Your Own Staff, Staff Support and Retention, The Science of Reading, High-Quality School Day Tutoring, Reimagining the Use of Time, Innovative School Models, and Transforming Neighborhoods through Excellent Community Schools. The grant project proposal should clearly demonstrate the applicant’s ability to fulfill project milestones for a given strategy(ies) and related focus area(s) and to drive impact. Applications should show understanding of the elements required to effectuate positive change and applicants should provide a history of achieving real, measurable results. The grant project proposal should contain:

1) A Title Page bearing the name and address of the applicant and the name of this grant program (“The Maryland Leads Partner Program 2022”).

2) A Table of Contents shall follow the Title Page for the project proposal, organized by section, subsection, and page number.

3) Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the grant project proposal, and if applicable, separately in the budget proposal. An explanation for each claim of confidentiality shall be included. The entire application cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the application and an explanation for each claim shall be included.

4) The applicant shall condense and highlight the contents of the grant project proposal in a separate section titled “Executive Summary.”
   
   o In addition, the Summary shall indicate whether the applicant is the subsidiary of another entity, and if so, whether all information submitted by the applicant pertains exclusively to the applicant. If not, the subsidiary applicant shall include a guarantee of grant performance from its parent organization as part of its Executive Summary.

   o The Executive Summary shall also identify any exceptions the applicant has taken to the requirements of this grant program, the Grant Agreement Terms (Appendix A), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the MSDE. Exceptions to terms and conditions, including partner responsibilities, may result in having the application deemed unacceptable or classified as not reasonably susceptible of being selected for award.

5) The applicant shall provide a grant project proposal narrative, in which the applicant shall address each program requirement (strategy area(s) and respective focus area(s)) to which it is applying in its grant project proposal with a cross reference to the partner responsibility in this document. The
applicant shall describe how its proposed application will meet or exceed the expected project milestones and deliver measurable results.

- Since applicants can respond to one, some, or all seven, high-leverage strategy areas and respective focus areas, responses need only address requirements for the areas to which the applicant is responding.

- Any exception to a requirement, term, or condition may result in having the application classified as not reasonably susceptible of being selected for award.

- The applicant shall give a definitive section-by-section description of the proposed plan to meet the requirements of the grant project, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the applicant in meeting project milestones as outlined in the Partner Responsibilities section, above. The description shall include an outline of the overall management concepts employed by the applicant and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered grant milestones must be recognized in the Work Plan.

- Implementation Schedule - Applicants shall provide the proposed implementation schedule with the project proposal. Because project start dates will likely differ with different LEAs, the implementation schedule should not assume a certain project start date and should instead lay out the relative schedule (e.g., Month 1 instead of July).

- The applicant shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the MSDE’s requirements as outlined in this grant program.

- The applicant shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the MSDE or a LEA should problems arise under the Grant Agreement Terms and explains how problems with work under the Grant Agreement Terms will be escalated to resolve any issues in a timely manner.

6) The applicant shall identify the qualifications and types of staff proposed to be utilized under the grant performance. Specifically, the applicant shall:

- Describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.

- Include individual resumes for key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the applicant is awarded participation in the grant program. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

- Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s).

- Provide an Organizational Chart outlining personnel and their related duties. The applicant shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Applicants using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
7) The applicant shall include information on experience with similar projects and services, including the applicant’s capacity to achieve results related to the Maryland Leads high-leverage strategy area(s) to which the application responds. The applicant shall describe how its organization can meet the requirements of this grant program and shall also include the following information:
   - The number of years the applicant has conducted grant program-related work;
   - The number of clients/customers and geographic locations that the applicant currently serves;
   - The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed as part of the grant program; and
   - The applicant’s process for resolving billing errors.

8) At least three (3) references are requested from customers, partners, or other grant-issuing public agencies from whom the applicant has received or participated in a grant program, who are capable of documenting the applicant’s ability to provide the partner responsibilities specified in the grant project proposal. The MSDE reserves the right to request additional references or utilize references not provided by the applicant. Points of contact must be accessible and knowledgeable regarding applicant performance. Each reference shall be from a client or grantor with or for whom the applicant has conducted activities within the past five (5) years and shall include the following information:
   - Name of reference organization;
   - Name, title, telephone number, and e-mail address, if available, of point of contact for reference organization;
   - Where applicable, district local education agency and/or state education agency size (measured by student enrollment); and
   - Value, type, duration, and description of work/project support/program provided.

9) The applicant must include in its grant project proposal a commonly-accepted method to prove its fiscal integrity. If available, the applicant shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

10) The applicant shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the application submission date.

11) Legal Action Summary
   - A statement as to whether there are any outstanding legal actions or potential claims against the applicant and a brief description of any action
   - A brief description of any settled or closed legal actions or claims against the applicant over the past five (5) years
   - A description of any judgments against the applicant within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination
All applicants should submit their program budget proposal as an appendix to their application. The budget proposal should include planned expenses with a clear unit cost. For example, if an applicant will require a program implementation fee per LEA, the applicant should indicate the planned spending necessary for the implementation fee per LEA. If an applicant will require award dollars to support tutoring services, the applicant should indicate the cost per-pupil. The budget proposal should not exceed two, one-sided pages. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct. The budget proposal is to be signed and dated by an individual who is authorized to bind the applicant to the prices entered in the budget proposal.
The Review and Award Process

Evaluation of applications will be performed in accordance with and based on the evaluation criteria set forth below. The Evaluation Committee will review project proposals, budget proposals, and participate in applicant oral presentations and discussions. The MSDE reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate. During the evaluation process, the Committee may determine at any time and for any reason that a particular applicant is not susceptible for award.

AWARD BASIS

A grant shall be awarded to the responsible applicants submitting the applications that have been determined to be the most advantageous to the State for being able to provide the programmatic support and project-based work as specified in this document, considering the anticipated spending rates identified in the budget proposal and evaluation factors set forth in this document. MSDE reserves the right to cancel this grant process, accept or reject any and all applications, in whole or in part, received in response to this grant program, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified applicants in any manner necessary to serve the best interests of the Department.

ORAL APPLICATION PRESENTATION

Applicants may be required to make oral presentations to MSDE representatives. Applicants must confirm in writing any substantive oral clarification of, or change in, their applications made in the course of discussions. Any such written clarifications or changes then become part of the application. The MSDE will notify applicants of the time and place of any oral presentations.

REVIEW CRITERIA

The criteria to be used to evaluate each application are listed below in descending order of importance.

Technical Response to Requirements and Work Plan

The MSDE will assess the extent to which the applicant’s project proposal illustrates a comprehensive understanding of partner responsibilities and mastery of the subject matter, including an explanation of how the applicant will achieve project milestones and the applicant’s history of achieving measurable results. Applications that include limited responses to partner responsibilities such as “concur” or “will comply” will receive a lower ranking than those applications that demonstrate an understanding of the responsibilities and include: plans to achieve all milestones; the criteria for grant program success; and a history of achieving results in line with the success criteria that the applicant posits in their respective grant application. Applications that demonstrate the applicant’s alignment with research-based best practice and a history of achieving demonstrable results will receive a higher ranking.

Experience and Qualifications of Proposed Staff as well as the Applicant’s Relevant District/State Education Agency Experience

MSDE will assess the extent to which applicants and their respective project personnel demonstrate capacity to achieve results at scale with one or multiple Maryland Local Education Agencies. MSDE will examine references, prior implementation experience, and the qualifications of project personnel.

Unit Cost and Value Add to the Maryland Leads Program
All applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the unit costs of price (for comparability) within the stated guidelines set forth in this grant program. This is not a lowest price technically acceptable award. MSDE may choose higher-priced applicants based on its evaluation of the other criteria.

AWARD NOTIFICATION

The MSDE shall make final determination for awards based on the results and recommendations of the Evaluation Committee. Upon final decision, the MSDE will notify each applicant to inform the applicant of the Department’s decision. If MSDE recommends an applicant for program participation MSDE will correspond via e-mail with the applicant to confirm acceptance of program participation. MSDE will then compile the list of awardees and information about each awardee to provide to participating LEAs. LEAs will select from the list of awardees the respective partner(s) the LEA will use as part of their Maryland Leads program(s). Applicants who are not offered an award can appeal the MSDE’s decision. Issuance of an award does not guarantee that an LEA will select the applicant for projects under Maryland Leads.

GRANT DECISION APPEAL

MSDE will provide applicants notice of non-award. Applicants may appeal non-award within five (5) business days following the day the MSDE provides the applicant with official e-mail notification of non-award. MSDE will provide the applicant justification of non-award within three (3) business days of acknowledging receipt of appeal request. The applicant will then have three (3) business days after the MSDE sends its justification to submit a response of no more than five (5) pages. The MSDE will review the appeal and make a final determination.

REPORTING REQUIREMENTS

Grantees must comply with requests from the MSDE and the LEA in order to report on project milestones and overall project spending.

Non-Discrimination Statement

The Maryland State Department of Education does not discriminate on the basis of age, ancestry/national origin, color, disability, gender identity/expression, marital status, race, religion, sex, or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups. For inquiries related to Department policy, please contact:

   Equity Assurance and Compliance Office
   Office of the Deputy State Superintendent for Operations
   Maryland State Department of Education
   200 W. Baltimore Street - 2nd Floor Baltimore, Maryland 21201-2595
   410-767-0123 - voice
   410-767-0431 - fax
   410-333-6442 - TTY/TDD
Customer Service Support Sessions

The MSDE will hold a virtual customer service support sessions for interested applicants. During this session, MSDE personnel will provide an overview of the program, the requirements, and the proposal. Visit the Maryland Leads website here to register for a session or sessions. See the date and time below:

- March 8, 2022, from 4pm – 5pm
- March 16, 2022, from 10am – 11am
- March 21, 2022, from 11am – 12pm
Appendix

APPENDIX A – GRANT AGREEMENT TERMS

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Maryland State Department of Education

MARYLAND LEADS GRANT AGREEMENT (GA)

Section I: Parties, Terms and Cost

A. Parties

1. This Grant Agreement, dated , and entitled “Maryland Leads Partner Program 2022 – [PARTNER NAME HERE]”, is hereby entered into by and between the Maryland State Department of Education (MSDE), hereinafter known as “the Department” and [PARTNER NAME HERE], a Maryland Leads Partner Program Grant awardee, hereinafter known as “the Grantee”.

B. Term and Cost

1. The grant award, which is the subject of this GA are to commence on or about [START DATE], and terminate September 30, 2024.
2. The total award from the Department for the provision of the project plan described in the Grantee’s grant application shall not exceed [AWARD AMOUNT] for this period of time.

Section II: Grant Application

A. Grant Application Proposal Incorporation

1. The detailed description of the specific project work to be provided by the Grantee under this GA and as stated and submitted in the Grantee’s Maryland Leads Partner Program Grant Application are incorporated and made a part of this GA, as Attachment A - MD Leads Grant Application Proposal – [PARTNER NAME].

Section III: Budget and Billing

A. Detailed Budget

1. The detailed budget, to be incorporated and made a part of this GA, is included as Attachment B – Maryland Leads Grant Application Budgt Proposal – [PARTNER NAME].
2. The Grantee shall be bound to make expenditures as set forth in the budget unless the Department provides express written consent to make modifications to the submitted budget. However, a variance of 10% or $25,000, whichever is less, from the initially stated line item within the budget from which the transfer is proposed, is permitted by the Grantee among itemized budget categories without the prior written approval of the Department, provided that the total amount of the budget does not change, there is no change in the statement of work, and the Department is notified in writing as soon as practicable.

B. Availability of Funding
1. The amount stated in Sec. I B. 2. above for this GA is based on any applicable Federal Funds available as of the approval date of the GA. If applicable Federal funding is reduced, this GA may be reduced in scope so that available funding is not exceeded, or terminated under either Section III B. 2. or IV L. 2.

2. If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this GA succeeding the first fiscal period, this GA shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Department’s rights or the Grantee’s rights under any termination clause in this GA. The effect of termination of the GA hereunder will be to discharge both the Grantee and the Department from future performance of the GA, but not from their rights and obligations existing at the time of termination. The Grantee shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the GA. The Department shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of this GA for each succeeding fiscal period beyond the first.

C. Content of Invoices
1. As a condition of payment, the Grantee shall submit to the Department’s Office of Grants Administration and Compliance itemized invoices which state at least the following information:
   a. Grantee name and remittance address;
   b. Amount of invoice, including itemized amounts for costs for which payment is requested;
   c. Dates or period covered by the invoice for costs incurred or services rendered;
   d. Title of project or description of services rendered*;
   e. Federal Tax Identification Number.

*Each time the Government submits an invoice to the Department, it must be supported by one or more Status Reports unless the invoice itself contains sufficient detail to permit the Department to conclude that the invoiced amount is appropriate and payment in that amount has been earned under the terms of the GA. A Status Report is not required when pricing is fixed price and tied to the acceptance of a specific milestone.

D. Invoices: Payment Frequency and Required Supporting Documentation
1. Payment shall be made monthly.
2. All payments will be made by the Department upon acceptance by the Department of a proper Grantee invoice and adequate supporting documentation, in electronic fashion. Supporting documentation shall be adequate, as determined by the
Department, to enable verification of amounts billed by the Grantee. Supporting documentation consists of the following:

a. Documentation of Expenditures Incurred During the Billing Period

i. Actual salary and fringe benefits costs: A payroll expenditure report that provides a detailed breakout of actual total salary and fringe benefit costs paid or incurred during the billing period, itemized by individual name and, if feasible, individual’s title. Such a payroll expenditure report shall be either certified or attested to by an appropriate Government representative as an accurate and true representation of salary and benefits, as related to each individual, paid during the billing period and charged on invoices submitted to the Department.

ii. Consultant/Subcontractor Costs: Paid consultant/subcontractor invoices for which reimbursement is being requested.

iii. Other Direct Costs: Itemized detail of travel expenses incurred by individuals or other direct costs (e.g., supplies) billed by the Grantee and related to this GA. The itemized detail of such expenditures may be provided in a report from the Grantee’s general ledger or accounts payable system. If provided in such a manner, such documentation shall be either certified or attested to by an appropriate Grantee representative as a report from the Grantee’s general ledger or accounts payable system that represents actual expenditures paid, as related to this GA, incurred during the billing period and charged on invoices submitted to the Department. If such a report is not submitted to fulfill this requirement, the Grantee must submit individual’s expense vouchers, copies of related invoices paid or other receipts for any individual costs exceeding $500.

iv. Additional Requested Documentation: If the Department has concerns regarding an amount billed on an invoice, the Department may request additional support documentation from the Grantee such as invoices, travel expense vouchers, or other receipts.

b. Documentation of Deliverables, Milestones, and Services Provided During the Billing Period

i. All deliverables due during the period billed shall be presented to the Department upon submission of the invoice, if not previously provided. This includes deliverables due from the Grantee or its subcontractors for services provided under the GA, as any acceptance criteria may be identified in the Grantee’s Maryland Leads Partner Program Grant Application.

ii. If for certain tasks, or in general, there are no deliverables due, the Department may request additional documentation to confirm delivery of services provided during the billing period.
3. The Department may withhold payment of an invoice until the Department receives and approves all supporting documentation, including any additional documentation requested.

\textit{E. Invoice Submission Method}

1. Invoices are to be sent to the Department at Maryland.Leads@maryland.gov

\textbf{Section IV: Mandatory Provisions}

\textbf{A. Nondiscrimination in Employment}

The Grantee agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as reasonably to preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;

2. To include a provision similar to that contained in Subsection 1 above in any underlying subcontract except a subcontract for supplies or raw materials; and

3. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

\textbf{B. Equal Access}

1. The Grantee shall provide equal access to public services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, §10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MSDE Policy 01.02.05.

\textbf{C. Subcontracting}

1. Unless otherwise provided in Attachment B (the Budget), the Grantee may not during the term of this GA or any renewals or extensions of this GA, assign or subcontract all or any part of this GA without the prior written consent of the Department.

2. The Grantee shall itself perform work at a value of not less than fifty percent (50%) of the total amount awarded to the Grantee under the terms of this GA, including the cost of commodity acquisition. The Grantee shall assure that all subcontractors shall be bound by the provisions contained in this GA between the parties.
D. **Data – Ownership and Use**

1. The Department retains all ownership rights associated with data that the Department may provide to the Grantee. The Grantee shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party such data, except that the Grantee may provide such data to its officers, employees and subcontractors required to have such data for completion of the Grantee’s responsibilities under this GA. The Grantee’s officers, employees and subcontractors receiving such data shall be advised by the Grantee of the Department’s ownership rights and be bound by the Department’s ownership rights.

2. The Grantee retains all ownership rights associated with data that it created prior to or outside of this GA.

3. All data created or generated by the Grantee in the performance of this GA shall be the sole property of the Department and shall be available to the Department at any time for the Department’s use without restriction and without award to the Grantee other than the grant award specifically provided by this GA.

4. The Department shall have the exclusive right to use, duplicate, disclose and publish any data that may be created or generated by the Grantee in connection with this GA. The Department hereby grants to the Grantee the right to use or duplicate data created or generated by the Grantee in support of internal, non-commercial analysis and academic or other educational purposes subject to the terms and conditions of Section IV(E)(4).

E. **Research Results – Ownership, Licenses to Use, Publication and Commercialization**

1. Research Results means all inventions, discoveries, copyrightable works, software, policy recommendations, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this GA.

2. **Ownership** – The Department will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by Department employees. Subject to the ownership of the U.S. Government, if applicable, the Grantee will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by Grantee employees. The Department and Grantee will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by Department and Grantee employees.

3. **License to use** - Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, nonassignable, royalty-free right and license to use Research Results in support of internal, non-commercial analysis and academic or other educational purposes.

4. **Disclosure or publication** - The Department and the Grantee recognize that Research Results may have merit worthy of disclosure or publication. At the same time, the Parties recognize that they may have competing interests in the
publication of proprietary, sensitive or confidential Research Results. The Parties agree that either party may be permitted to propose the disclosure or publication of de-identified Research Results in discussions at public symposia or professional meetings, and to publish same in journals, theses, dissertations or other publications or presentations. The Grantee must provide the other Department a copy of any proposed publication or presentation 60 days in advance for review and comment. In the event the Department does not agree to the proposed disclosure or publication, the matter shall be referred to the signatories to this GA, or their successors or superiors, for resolution.

5. Commercialization - In the case where there is a prospective publicly beneficial commercial use(s) of jointly developed Research Results and a Party or the Parties desires to develop this commercial use, then in such case, Department and Grantee shall negotiate in good faith reasonable terms and conditions agreeable to both Department and Grantee to allow the Parties to enter into a commercial licensing agreement.

F. Federal Funding Acknowledgment

1. This GA contains federal funds from CFDA #84.425 – The Coronavirus Response & Relief Supplemental Act (CRRSA) and the American Recovery Plan Act (ARPA) in the amount of [GRANT AWARD].

G. Debarment Affirmation

1. If Federal funds support the activities of this GA (see paragraph F herein), the Grantee acknowledges, per the United States Office of Management & Budget’s Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

   “Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”

2. The Grantee also acknowledges and agrees to comply with the requirements of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland.

H. Document Retention and Inspection

1. The Grantee shall retain all records and documents relating to this GA for a period in accordance with any applicable statute of limitations or federal retention requirements. At a minimum, all records and documents related to this GA shall be retained for a period of five years after the final payment by the Department or
expiration of the term of any federal grant identified in Section IV, whichever is longer, and shall make them available for inspection and audit until any audit is completed by authorized representatives of the Department. All records related in any way to the GA are to be retained for the entire time period. In addition, in the event of an audit, the Grantee shall provide assistance to the Department, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This provision shall survive expiration or termination of the GA.

I. **Maryland Law**
   1. This GA shall be construed, interpreted and enforced according to the laws of the State of Maryland.

J. **Compliance with Laws**
   1. The Grantee represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this GA.

K. **Information Technology**
   1. The Grantee agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy currently found at [https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf](https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf) unless the Grantee is a part of the University System of Maryland (USM), in which case the Grantee agrees to comply with USM security policy. The Grantee agrees to notify the Department within twenty-four hours of the discovery of any unauthorized access of any Grantee system that accesses, processes or stores Department data or works created as a deliverable under this GA.

L. **Termination**
   1. **Termination for Cause**
      a. If the Grantee fails to fulfill its obligations under this GA properly and on time, or otherwise violates any provision of the GA, the Department may terminate the GA by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department’s option, become the Department’s property, however, nothing in this section will alter the ownership rights of each party as provided in Section IV(D)&(E). The Department shall pay the Grantee award available award funds to reimburse the fair and equitable compensation for satisfactory performance prior to receipt of notice of termination for cause, less the amount of damages caused by the Grantee’s breach. If the damages are more than the
remaining award to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively collect damages. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Government Article, Title 12.

2. Termination for Convenience
   a. The performance of work under this GA may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will continue to reimburse all reasonable costs associated with this GA that the Grantee has incurred up to the date of termination, and all reasonable costs associated with termination of the GA. In the event of a Termination for Convenience, the Grantee shall receive sixty (60) days’ advance notice of the termination.

M. Ownership of Property Acquired
   1. The Grantee shall obtain prior written approval of the Department for any purchase of assets with funds paid under this GA, excluding ordinary office supplies, unless such purchase is described in the Grantee’s Budget. Title to equipment purchased with funds available under this GA having an acquisition cost of $500 or more per unit and a useful life of more than one year (“Capital Equipment”) shall vest in the Department upon acquisition.
   2. All Capital Equipment purchased with funds from this GA shall be used primarily for work under this GA. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all reasonable effort to care for and maintain the equipment. Upon termination of this GA, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days.

N. Modifications to this GA
   1. Modifications to this GA must be made only in writing and be signed by the authorized representative of each Party.

Section V: Representatives

A. The Office of Grants Administration and Compliance is the primary point of contact within the Department for matters relating to this GA. Invoices, in addition to any notification requiring immediate attention, should be emailed to Maryland-Leads@maryland.gov

B. The primary point of contact within the Grantee for matters relating to this GA is: [GRANTEE POINT OF CONTACT NAME AND TITLE].
C. The Grantee shall contact the Department immediately if the Grantee is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the GA.

D. The primary point of contact within the Grantee for matters relating to this GA is: [GRANTEE POINT OF CONTACT EMAIL ADDRESS AND GRANTEE PHYSICAL ADDRESS].

Section VI: Schedule of Attachments Incorporated by Reference

A. Both parties hereby agree that the documents described below are attached to this GA and hereby incorporated into and made an integral part of this GA:
   1. Attachment A - MD Leads Grant Application Proposal
   2. Attachment B – Maryland Leads Grant Application Budgt Proposal
Section VII: Signatures

In acknowledgment of the foregoing description of the services and requirements of this GA, these authorized signatories of the Department and the Grantee do hereby attest to their acceptance of the terms and conditions of this GA, entitled

For the Department:

By: Maryland State Department of Education

By: [SIGNATURE]

Title:

Date of Signing:

For the Grantee:

By: [GRANTEE]

By: [SIGNATURE]

Title:

Date of Signing:

Approved for form and legal sufficiency:

This [XX] day of [MONTH] 2022

By:

Title: MSDE Assistant Attorney General