25-26 HQIM ADOPTION State Textbook Rating Committee

On behalf of the Mississippi Department of Education, I am pleased to inform you that ______ is appointing you to the State Textbook Rating Committee for ______. This appointment is for the 2025 adoption of textbooks to be used in Mississippi schools. Your professional expertise and knowledge will be invaluable as you collaborate with other individuals from across the state in selecting textbooks for designated instructional use over the next five years.

The job description for members of the State Textbook Rating Committee is as follows. An orientation for the committee will be held on ______ at 9:00 a.m. Textbook evaluation will commence immediately after the orientation and will conclude on Friday, _____, by 2:00 p.m. The orientation will be conducted virtually via Microsoft TEAMS.

We hope you will accept this vital position as a State Textbook Rating Committee member. Please return the signed documents to Elizabeth Simmons, Director of Instructional Materials and Library Services, at esimmons@mdek12.org by 2:00 p.m. on ______.

Job Description

In deciding to accept the position of a State Textbook Rating Committee member, please consider the following responsibilities:

- Textbook Review Committee members must attend the orientation and review portal training on Monday,
 ______, at 9:00 a.m. The evaluation process will commence on Monday, ______, and committee members must complete their ratings for each textbook through ClassGather by Friday, _____, at 2:00 p.m.
- Committee members will have access to ClassGather to review vendor submissions, rate instructional materials, and provide comments.
- If a vendor does not offer a completely digital textbook, committee members will receive print copies of student and teacher materials at their school. Specific instructions on how to return print samples will be provided at the orientation meeting.

Important Notes

- Each member can receive up to 4.0 CEUs for participating on the State Textbook Rating Committee. Each of the six Regional Education Service Agencies (RESA) will provide CEUs for \$15.00 per committee member if requested.
- Committee members are not required to take personal leave during the evaluation process. Mississippi Code of 1972 Annotated, 37-7-307 (4), mandates that local boards grant each certified employee a professional leave allowance for each day absent due to performing official duties as a member of a State Textbook Rating Committee. Once they have reviewed the materials, members will return to their official responsibilities.



CONFIDENTIALITY AGREEMENT

Between the Mississippi Department of Education and State Textbook Rating Committee Member



This Confidentiality Agreement (hereinafter referred to as the "Agreement ") is entered into by and between the Mississippi Department of Education, having its principal place of business at 359 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as the "MDE "), and ______ (hereinafter referred to as "Evaluator").

WHEREAS the MDE and Evaluator are involved in the evaluation of responses submitted for the <u>2025-2026</u> <u>Textbook Adoption</u> in accordance with the services outlined in the specified solicitation.

WHEREAS, the Evaluator is a State Textbook Rating Committee member for the above-named solicitation. Their tasks will include, but are not limited to, the evaluation of solicitation specifications, receiving vendor responses submitted in response to this solicitation, evaluating those responses, recommending contract awards, and negotiating the resulting contracts, if applicable. Furthermore, the Evaluator, in the course of their employment, will have access to confidential information related to the solicitation specifications, vendor responses, and the procurement process.

and **WHEREAS**, the MDE and the Evaluator agree that maintaining the confidentiality of all materials and proceedings, in accordance with Section 25-61-1 of the Mississippi Public Records Act, is essential to: (a) preserve the integrity of the procurement process; (b) ensure all communications with vendors are consistent in content and timing; (c) conduct a thorough, accurate, and objective analysis of all submitted responses ; (d) protect the integrity of the evaluation process from inadvertent or deliberate disclosure of vendor responses, team findings, and evaluation proceedings; (e) safeguard proprietary information submitted within vendor responses as confidential; and (f) mitigate any liability to the State in case of a disclosure;

NOW THEREFORE, the MDE and the Evaluator, by entering into this Agreement, mutually agree as follows:

- 1. Evaluators must treat the contents of the solicitation prior to its official release to the vendor or community, all vendor responses, and any data or information to which they have access regarding the vendor's response as confidential. They shall not disclose such data or information to any third party without specific written consent from the official MDE Contact Person. If the Evaluator receives notice that a third party requests the disclosure of confidential or otherwise protected information or has served a subpoena or other valid administrative or judicial order requiring such disclosure, the Evaluator must promptly inform the official MDE Contact Person and respond in accordance with the subpoena as mandated by state and/or federal laws and rules regulations.
- 2. From the date solicitation materials are provided to the Evaluator or the Evaluator attends Pre-Proposal work sessions for the development of the solicitation until the Award of the Contract, all vendor inquiries and other communications from or with vendors, potential vendors, or other third parties regarding any aspect of the solicitation, whether oral or written, shall be directed to the State Contact Person, unless otherwise specified by the MDE
- 3. Evaluators who are part of the State Textbook Rating Committee for a solicitation may share relevant information with vendors during the official Proposal Conference as well as during onsite oral presentations and demonstrations. All official responses to vendor inquiries will be those provided in writing by the State Contact Person and approved by the Office of Public Records.

- 4. Evaluator agrees to keep a copy of each vendor's response in the room at all times during the evaluation process.
- 5. The dissemination of any information regarding the response and procurement by the Evaluator, unless explicitly permitted herein, is strictly prohibited.
- 6. The Evaluator understands and agrees that his or her obligations under this Confidentiality Agreement, as they relate to the solicitation specifications, vendor responses, and evaluation proceedings, shall remain in effect indefinitely or until the information becomes public knowledge or is otherwise disclosed through no fault of the Evaluator.
- 7. This Agreement shall be interpreted and governed in accordance with the laws of the State of Mississippi, and any disputes shall be resolved in Jackson, Hinds County, Mississippi.

This Confidentiality Agreement shall be effective as of the date this Agreement is signed by the parties below.

State Textbook Rating Committee Member

Director of Instructional Materials and Library Services

Date



Date

Materials and Library Services in writing of any conflict of interest before reviewing any such proposals, and I understand that I will not be permitted to evaluate proposals if a conflict of interest exists. This includes any situation that could bias my opinions for or against a proposal. I agree to disclose any outside activities, financial interests, and/or actions that could create the appearance of a conflict.

I agree to withdraw from the proposal evaluation process for all proposals in which I currently have or previously had a financial or prejudicial vested interest. I agree to notify the Director of Instructional

I understand that no evaluator will be allowed to rate a proposal submitted by an entity where they or a relative are currently employed or were employed at any time in the last ten (10) years. A relative is defined as a spouse, child, child's spouse, parent, parent's spouse, sibling, sibling's spouse, grandparent, and grandparent's spouse.

I hereby certify that I have reviewed the conflict of interest standards outlined herein and that I do not have a conflict of interest regarding the evaluation of this proposal or its qualifications. I further certify that I am not involved in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications, or their parent or subsidiary organizations.

Failure to comply with these conflict of interest provisions may lead to removal from the review panel and a possible referral to the Mississippi Ethics Commission.

□ I certify that I have no conflict of interest.

State Textbook Rating Committee Member

Director of Instructional Materials and Library Services

□ I certify that I am or was previously employed by a vendor/publisher that submitted a proposal. The name of the vendor/publisher is ______.

I certify that I have a relative that is or was previously employed by a vendor/publisher that submitted a proposal. The name of the vendor/publisher is

□ I certify that I have a conflict of interest as described in the attached letter.

State Textbook Rating Committee Member

Director of Instructional Materials and Library Services

ISSISSIPPI INSTRU MATERIALS MATT

Date

Date

Date

ADOPTION AGREEMENT

State Textbook Rating Committee Member

The Mississippi Department of Education has established the State Textbook Rating Committee to review and recommend high-quality instructional materials for schools. The appointed Member agrees to participate according to the following responsibilities.

Job Description

- Committee members must attend the orientation and review portal training on Monday, September 15, 2025, at 9:00 a.m.
- Committee members will have access to ClassGather to review vendor submissions and rate instructional materials.
- Committee members will provide appropriate comments with the supporting evidence for each score.
- Committee members are required to view all components of the vendor/publisher's submission packet, including watching videos and reviewing online platforms.
- Committee members will provide fair evaluations of all instructional materials.

Term

- The evaluation process will commence on Monday, September 15, 2025, and committee members must complete their ratings for each textbook through ClassGather by Friday, September 19, 2025, at 2:00 p.m.
- Committee members are not required to take personal leave during the evaluation process. The Mississippi Code of 1972 Annotated, § 37-7-307 (4), mandates that local boards grant each certified employee a professional leave allowance for each day absent due to performing official duties as a member of a State Textbook Rating Committee. After reviewing the materials, members will return to their official responsibilities.

Compensation

 This is a voluntary position; however, each member will receive 4.0 CEUs for participating on the State Textbook Rating Committee. Each of the six Regional Education Service Agencies (RESA) will provide CEUs at a cost of \$15.00 per committee member upon request.

State Textbook Rating Committee Member

School or District Administrator



Date

Date