



EPP Innovation Grant High-Quality Instructional Materials

2021 Request for Applications (RFA)

Tennessee Department of Education | March 2021

Application Due Date: April 7, 2021

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Tennessee Department of Education

Educator Preparation Provider and Instructional Leader

Preparation Program Innovation Grant:

High-Quality Instructional Materials

General Information

Background

Education Preparation Providers (EPPs) often must develop their own coursework and training support that is aligned to state and district needs and expectations. As the State continues to prioritize areas where EPPs could better support novice educators, we believe looking to the EPP and broader education community (e.g. non-profit organizations), and supporting a select group in the development of new courses and/or content that can be integrated into existing courses, would impact change among the entire EPP community in these prioritized areas.

In 2019, High-Quality Instructional Materials (HQIM) was identified as a priority in the Tennessee Department of Education's Best for All strategic plan. English language arts adoption of HQIM was completed in 2020 and districts across the state are now implementing new materials.

HQIM are vital in shifting teacher practice away from creation and designing their own lessons to grounding strong learning experiences within high-quality materials. This approach to instruction ensures that teachers focus on the learning experiences students have and that they have consistent, standards-aligned instruction across lessons, teachers and grade levels. In addition, HQIM play a significant role in student access by establishing universally high expectations and providing a variety of built-in scaffolds and access points for learning. As we consider how novice educators are trained to identify and implement HQIM, the educator preparation community is a primary and critical driver of this work.

This grant will build on the State's theory of action and district/school based HQIM implementation practices while narrowing the focus on HQIM preparation in pre-service programs. Grantees will be funded to support the development of either HQIM courses or HQIM content that could be integrated into existing coursework. In addition to developing content specific to HQIM, grantees will be asked to orient this content to supporting students with disabilities, English language learners, and delivery in a remote/online context.

HQIM can be complicated and require complex teacher practice change. While districts plan for this level of change, teachers need early and ongoing support. Without this support, materials will not have the intended impact. Through this grant, we seek to develop high-quality teacher and leader preparation content that will provide educators with a strong foundation in the use of HQIM.

A key goal of the new strategic plan is that Tennessee will set a new path for the education profession and be the top state to become and remain an educator. In order to meet that goal, Tennessee must explore innovative approaches to ensuring novice teachers and leaders are prepared to implement HQIM. The Department is committed to ensuring equitable access to compete for grant-funded opportunities.

Procurement Purpose

The Department is seeking EPP partners with currently approved preparation programs within Tennessee and non-profit partners to develop either a HQIM course that could be introduced into teacher and/or instructional leader preparation programs or comprehensive HQIM content (e.g. candidate assignments, assessments, and clinical practice experiences) that could be integrated throughout existing coursework in approved teacher and instructional leader preparation programs. In addition, successful grantees will apply in partnership with a select group of TN-approved EPPs that will agree to pilot materials during the 2021-22 academic year.

EPPs must meet the following minimum requirements that shall be met in the application:

- Grantees are either not-for-profit organizations or TN-approved Educator Preparation Providers
- Grantees must demonstrate prior knowledge and experience in developing and/or delivering content (e.g. coursework, training, professional development) in HQIM
- Grantees must recruit and secure a minimum of one TN-approved EPP per endorsement area covered to serve as a partner during the piloting phase of this engagement (2021-22 academic year) and must secure Letters of Agreement from each partnering entity.

Prospective grantees (non-profits or TN-based EPPs) will also apply in partnership with a select group of TN-approved EPPs that will agree to pilot materials during the 2021-22 academic year. In the situation where the applicant is an approved TN EPP, the applicant would need to partner with another TN EPP to pilot the program. This will increase the likelihood that course materials will be designed to support all types of EPPs (public, private, large, small) in multiple contexts (rural, urban).

Selected grantees may be awarded a maximum of \$750,000 if the proposal includes development and piloting of courses and integrated content across all applicable endorsement areas. Applicants may otherwise choose to focus on any one or more of the endorsement areas listed below and also choose to develop either a course or content that can be integrated throughout existing courses. For the purpose of being selected to receive this grant, only a proposed approach to identifying, modifying, and/or developing content is necessary. Grantees are encouraged to consider identifying and modifying existing research-based HQIM content.

The maximum funding allocated for each possible endorsement and course/content approach is outlined below, with an overall maximum of \$750,000. Funds are expected to be appropriated

for both development costs as well as a pilot of materials during the 2021-22 academic year. All applicants are required to secure TN-approved EPP partners for the pilot.

Elementary K-5

- Course Development – Max \$93,750 (2 awards possible)
- Integrated Content Development – Max \$93,750 (2 awards possible)

6-12 English Language Arts

- Course Development – Max \$93,750
- Integrated Content Development – Max \$93,750

Instructional Leader (K-5 focus)

- Course Development – Max \$93,750
- Integrated Content Development – Max \$93,750

Scope of Work

Grantee Role

- Develop and/or identify content in alignment with stated expectations for HQIM skills instruction and with attention to developing and/or identifying content that can be used in all EPP contexts (higher education, education-related organizations, LEA-based EPPs etc.)
- Produce one full academic course and/or one set of comprehensive preparation content resources including, but not limited to, course syllabi, course descriptions, research foundation, candidate assignments, assessments, field experience opportunities, and clinical practice activities per funded grant area.
- Ensure course and/or preparation content resources are oriented to supporting students with disabilities, English language learners, and delivery in a remote/online context.
- Engage in regularly scheduled monitoring and technical assistance meetings with State representatives
- Provide direct support to TN EPP partners in piloting developed materials within the context of their program
- Produce a summative analysis of course/content following the pilot detailing:
 - How well the course/content was able to be implemented in the context of pilot partner EPPs.
 - Challenges faced with implementing the course/content in the context of pilot partner EPPs.
 - How course/content may need to be revised to meet the needs of a diverse set of EPPs in Tennessee.
- Engage with and support TN EPP partners in piloting developed materials
- Submit progress reports and data, as requested by the State throughout both the development and piloting phases
- Adequately staff the project to ensure designated capacity to carry out all grant activities
- Notify the State if concerns arise regarding ability to carry out responsibilities of grant and/or meet articulated deadlines
- Establish MOU with EPP Partner that includes, at minimum, the requirements below.

EPP Partner Role (To be established in MOU between Grantee and EPP Partner):

- Commit to delivering developed coursework or integrated content into programming during the 2021-22 academic year
- Engage in regularly scheduled monitoring and technical assistance meetings with State representatives
- Submit progress reports and data, as requested by the State
- Adequately staff the project to ensure designated capacity to carry out all grant activities
- Notify the State if concerns arise regarding ability to carry out responsibilities of grant and/or meet articulated deadlines

Communications

Prospective grantees must direct communications concerning this request for applications to the following person designated as the solicitation coordinator. **Please submit any questions you have related to the application process, the work being requested, or the pro forma grant contract.**

Michael Deurlein

Senior Director of Educator Licensure and Preparation

Human Capital Division

Tennessee Department of Education

710 James Robertson Parkway

Andrew Johnson Tower, 9th Floor

Nashville, TN 37243

Michael.Deurlein@tn.gov (please also cc: Educator.Preparation@tn.gov)

Review Process

All complete application packages received by the Department of Education on or before the application deadline will be reviewed by the Department's Senior Director of Educator Licensure and Preparation to determine if they meet the Department's mandatory requirements. Those deemed responsive will be forwarded to a peer review committee. The committee will provide each application with a technical merit score based upon the review criteria and rubric. Technical merit scores and budget will serve as the foundation for grant award decisions. In the event of a tie score, the Senior Director may request a phone interview with the tying respondents. Respondents answers to questions during the phone interview will be scored on a rubric to determine the final awardee. The State has the sole discretion to determine the responsiveness of applications.

The Department of Education reserves the right to not award all grants. **All awards are subject to the availability of funds. Grants are not final until the grant contract is executed.**

Application Procedures

The application must be completed and submitted via email to Jack.Berk@tn.gov by **April 7, 2021 at 4:00 p.m. CST. Paper copies of this application will not be accepted.**

Steps to submitting an application:

1. Address all application components in sequential order.
2. Clearly label each section (i.e., mandatory, technical, budget).
3. Ensure it is clear which items the response corresponds with.
4. Submit application in one PDF.
5. Email one PDF by the response deadline.

Application Components

Mandatory Requirements (Pass/Fail)

The applicant must address all mandatory requirement items and provide, in sequence, the information and documentation as required. The Department's Chief of Human Capital will review responses to determine if the Mandatory Requirements Items are addressed as required and mark each with pass or fail.

Applicant Name	
Mandatory Requirement	Pass/Fail
1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Provide a statement confirming that, if awarded a grant contract, the applicant will accept and agree to all terms and conditions set out in Appendix C: Pro Forma Grant Contract. Note: If the applicant is a TN state or local governmental entity, the terms and conditions may be revised to align with state requirements.	
3. Indicate the endorsement area(s) for which the applicant is intending to develop coursework and/or content. Note: applicants are encouraged to apply for multiple grants.	
4. Indicate whether the applicant is applying for course development or integrated content development (or both). Note: applicants are encouraged to apply for multiple grants.	

5. Detail the number of years that applicant has been providing the same or similar services required by this solicitation.	
6. List the proposed project team who will be assigned to deliver the services required by this solicitation and provide a resume/CV for each person listed. The resumes/CV must detail the individual's title, education, current position with applicant, and employment history.	
7. Provide Letters of Support from all TN EPP partners that will engage in piloting of course/content during the 2021-22 academic year. If applicant is a TN-approved EPP, the entity must identify additional TN-approved EPPs to pilot course(s) and/or content.	
Evaluator Identification:	

Technical Response (85 Points)

The applicant must address all technical response items and provide, in sequence, the information and documentation as required. The evaluation team members will independently evaluate the responses and assign a score to each item using the rubric below. The Solicitation Coordinator will calculate the average of the total scores to determine the final score for this section.

Applicant Name		
Technical Response	Maximum Points	Assigned Points
1. Provide a description of the proposed approach to developing a course or integrated content. Include information regarding how various EPP contexts will be considered (e.g. public/private designation, EPP size, and status as an Institution of Higher Education, Education-related Organization, or Local Education Agency)	5	
2. Provide a timeline for completing the scope of services from the beginning of grant through piloting developed materials. Include details regarding roles and responsibilities throughout grant period.	5	

3. Provide a description of proposed/anticipated deliverables that will be generated through this grant (e.g. course syllabi, candidate activities and assessments, rubrics, framework, clinical practice and field experience activities etc.)	15	
4. Provide a description of proposed pilot activities with EPP partner(s). Include details of ongoing monitoring of pilot implementation and how EPP and partner will evaluate the effectiveness of course and/or integrated content.	15	
5. Articulate a theory of action that grounds instructional pedagogy in the use of HQIM, defines lesson internalization versus lesson creation as a critical component of instructional preparation, uses evidence and research to support HQIM theory, and demonstrates a commitment to preparing educators in their own use of HQIM. Provide any prior experience in this space, if applicable.	20	
6. Provide details regarding the applicant's capacity to carry out the expectations of this grant.	10	
7. Propose an annual budget as described below, using the budget template in <u>Appendix B</u> , along with a budget narrative that covers expenses for the entire grant term. Include details as to how partner EPP(s) will be incentivized and supported in participating in pilot activities.	15	
Score (maximum possible = (85)		
Evaluator Identification:		

Technical Response Rubric

SCORING VALUES	Not Addressed			Maximum Points
	0	1	3	5
	0	2	6	10
	0	3	9	15
	0	4	12	20
TECHNICAL RESPONSE #1	Details of proposed approach not included.	Details of proposed approach include minimal information.	Details of proposed approach include sufficient information.	Details of proposed approach are comprehensive and offer specific information regarding how content will be applicable across various contexts.
TECHNICAL RESPONSE #2	Timeline not included.	Timeline lacks specificity and detail. Pilot partner details may be included but specific activities and roles are lacking.	Timeline includes sufficient detail to clearly understand all activities required to meet the scope of the grant. Pilot partner activities and responsibilities are included.	Timeline includes specific programmatic activities and accompanying milestones in enough detail that it is clearly evident to the reviewer that the applicant has a strong plan to accomplish the scope. Pilot partner is identified, and responsibilities are described in such a manner that it is evident who will be responsible for accomplishing each portion of the plan.
TECHNICAL RESPONSE #3	Description is absent.	Description lacks sufficient detail.	Description includes sufficient detail articulating the types of proposed/anticipated deliverables that	Description includes specific proposed deliverables that would be generated through this grant. Coherence across

			would be generated through this grant.	deliverables is well thought out and articulated.
TECHNICAL RESPONSE #4	Description of pilot is absent.	Description of pilot lacks sufficient detail.	Description of pilot includes sufficient detail of all pilot activities including program evaluation.	Description of pilot includes a clearly outlined and articulated set of roles, responsibilities, timelines, and activities that will be carried out, including program evaluation.
TECHNICAL RESPONSE #5	Theory of action is absent.	Theory of action lacks sufficient detail.	Theory of action is well-articulated, research-based, and aligned to expectations for pedagogy grounded in HQIM and instructional preparation grounded in lesson internalization.	Theory of action is well-articulated, research-based, and aligned to expectations for pedagogy grounded in HQIM and instructional preparation grounded in lesson internalization, and the applicant has documented experience in developing and/or delivering HQIM content.
TECHNICAL RESPONSE #6	Narrative is absent.	Narrative lacks sufficient detail.	Narrative includes sufficient detail to describe how the provider will accomplish the scope of the grant.	Narrative includes clear and specific details such that the reviewer is clear how each portion of the scope will be effectively accomplished from development through piloting phases.

TECHNICAL RESPONSE #7	Proposed budget is incomplete; does not specify how funds will be expended; vaguely demonstrates evidence of investment in or support for HQIM content development; includes excessive spending or unrelated expenditures; does not include pilot partner incentives and expenses	Proposed budget is complete, but the specified expenses do not align with proposed strategies or reflect the targeted needs; includes an explanation of the program expenses but not a narrative that justifies them; Somewhat demonstrates evidence of investment in or support for HQIM content; somewhat demonstrates thoughtful budgeting, but may include excessive spending or unrelated expenditures; may include pilot partner incentives and expenses	Proposed budget is complete, and the specified expenses are aligned with proposed strategies and reflect the targeted needs; adequately explains program expenses and includes a narrative that justifies expenditures; adequately demonstrates evidence of investment in and support for HQIM content; adequately demonstrates thoughtful budgeting and does not include excessive spending or unrelated expenditures; includes pilot partner incentives and expenses	Proposed budget is complete, and the specified expenses are aligned with proposed strategies and reflect the targeted needs; explicitly explains program expenses with a defensible narrative that justifies proposed expenditures; explicitly demonstrates evidence of significant investment in and support for HQIM content. explicitly demonstrates thoughtful budgeting and does not include excessive spending or unrelated expenditures; includes clear and significant pilot partner incentives and expenses
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Budget (15 Points)

The Solicitation Coordinator will use the total amount of each proposed budget and the formula below to calculate the final budget score. The maximum possible score is 15.

Lowest bid received per endorsement area

x 15 = Budget Score

Applicant's bid per endorsement area

The agency will submit an annual budget, using the budget template in Attachment A of the pro forma grant contract (also shown on page 14 and 15), along with a budget narrative that covers expenses for the entire grant term for each endorsement area they are applying for.

The grants are administered as **reimbursement grant** contracts, meaning the grantee delivers services and is reimbursed for actual approved expenditures. Applicants should possess the fiscal capacity to manage the cash flow challenges presented by this type of grant process.

Grantees are encouraged to maintain two to three calendar months operating capital to provide programming between payment requests.

Appendix B: Budget Template

GRANT BUDGET				
Additional Identification Information As Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Appendix C: Pro Forma Grant Contract

The *Pro Forma* Grant Contract is what will be signed by the awarded applicant. The terms may be subject to state template revisions and the state reserves the right to modify terms prior to grant contract execution. It contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final grant contract resulting from this solicitation.

If the grant contract is awarded to a governmental entity or state agency the standard terms and conditions of the grant contract shall be revised accordingly.

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF EDUCATION AND GRANTEE NAME

This Grant Contract, by and between the State of Tennessee, Tennessee Department of Education, hereinafter referred to as the “State” and **Contractor Legal Entity Name**, hereinafter referred to as the “Grantee,” is for the provision of High Quality Instructional Materials Educator Preparation Content Development, as further defined in the “SCOPE OF SERVICES.”

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:

a. **Educator Preparation Provider (EPP):** Tennessee has 39 approved EPPs, found at the following [link \(https://www.tn.gov/education/licensing/educator-preparation/educator-preparation-programs-provider.html\)](https://www.tn.gov/education/licensing/educator-preparation/educator-preparation-programs-provider.html). There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency

b. **Pilot:** Grantees will partner with TN-approved EPPs to incorporate course(s) and/or content into the partnering EPP's program(s) in the 2020-21 academic year. This will include modifying existing courses to integrate newly developed content (candidate assignments, assessments, clinical experiences) funded through this Grant Contract.

A.3. The Grantee shall develop and/or identify content in alignment with stated expectations for HQIM skills instruction and with attention to developing and/or identifying content that can be used in all EPP contexts (higher education, education-related organizations, LEA-based EPPs etc.). The Grantee shall produce one full academic course and/or one set of comprehensive preparation resources including, but not limited to, course syllabi, course descriptions, research foundation, candidate assignments, assessments, field experience opportunities, and clinical practice activities per funded grant area.

- A.4. The Grantee shall engage with and provide direct support to TN EPPs in conducting a Pilot of developed materials. This will include development and planning for the Pilot and technical assistance and support throughout the Pilot; meeting with EPP partners during the materials development phase to ensure partners fully understand the content to be developed; and determining how, when, and where to integrate content into programs beginning fall 2021.
- A.5. The Grantee shall produce a summative analysis of course/content following the Pilot detailing:
- a. How well the course/content was able to be implemented in the context of Pilot partner EPPs.
 - b. Challenges faced with implementing the course/content in the context of Pilot partner EPPs.
 - c. How course/content may need to be revised to meet the needs of a diverse set of EPPs in Tennessee.
- A.6. The Grantee shall submit progress reports, as requested by the State throughout both the development and Pilot phases.
- A.7. The Grantee shall engage in regularly scheduled (bi-weekly) monitoring and technical assistance meetings with the State.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contra.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on May 1, 2021 ("Effective Date") and ending on June 30, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jack Berk, Project Manager
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
Jack.Berk@tn.gov
Work Cell: (615) 917-0775

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Education, Human Capital Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jack Berk, Project Manager
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
Jack.Berk@tn.gov
Work Cell: (615) 917-0775

The Grantee:

Grantee Contact Name & Title
Grantee Name

Address
Email Address
Telephone # Number
FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment **B** to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment **C**. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State [contact listed in D.8].

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee’s employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The

Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee’s failure to comply with this section.

- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee,

at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5.. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
BEGIN: May 1, 2021		END: June 30, 2022		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT B

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.***

- ☐ **Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- ☐ **Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	