



ASD Achievers Summer Learning Camp

2021 Request for Applications (RFA)

Tennessee Department of Education | April 2021

Application Due Dates Priority

Deadline: May 4, 2021 Final

Deadline: May 14, 2021

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General Information

Background

The Achievement School District will implement a Summer Learning Camp for rising 1st-8th graders to include reading and math instruction, intervention, and one hour of physical activity or “play”. Each day will also include one hour of programming focused on a STREAM educational approach (STREAM is “Science, Technology, Reading, Engineering, Arts, and Math”).

Procurement Purpose

The department is seeking 100 Certified Teaching Professionals to support students in math, ELA, and RTI courses to mitigate summer learning losses in reading and math in rising 1st through 8th graders, and to accelerate skill development to nurture competent and self-motivated learners.

See the attached [pro forma contract](#) that includes a detailed scope of services. This substantially represents the contract document that the awarded Contractor must sign.

Communications

Applicants must direct communications concerning this request for applications to the following person designated as the solicitation coordinator:

Lavant Mitchell, Talent Manager
Human Capital/Office of Communications
Achievement School District
1219 Whitney Ave Portable 323
Memphis, TN 38217
901-236-4574
apply@tnasd.org

Review Process

All complete application packages meeting the requirements and received by the department on or before the application deadline will be forwarded to a review committee. The committee will provide each application with a merit score based upon the review criteria and rubric. A copy of the scoring rubric can be found in [Attachment A](#). The overall score will serve as the basis for selection.

This request for applications by the department does not create rights, interests, or claims of entitlement in any applicant. The department reserves the right to reject any response. All contract award decisions are final. **All contracts are subject to the availability of funds and approval by state procurement offices.**

Schedule

Event	Time (central time zone)	Date
RFA Released	9:00am	April 28, 2021
Application Deadline	11:59pm	May 14, 2021
Notice of Contract Award	4:00pm	June 1, 2021
Proposed Contract Start Date	8:00am	June 8, 2021

Application Procedures

The application must be completed and submitted via email to apply@tnasd.org by **11:59pm Central time on Friday, May 14, 2021. Paper copies of this application will not be accepted.**

Steps to submitting an application:

Submit electronic application using the appropriate link. <https://bit.ly/ASDTeach>

Email your resume to apply@tnasd.org, subject line: LAST NAME_SUMMER APPLICATION

Application Components

Site Coordinator: Qualifications

- Bachelor's Degree (Required)
- Master's Degree in Education Administration (Preferred)
- Teacher Experience: 3 years+ (Preferred)
- State of Tennessee Teaching Certification (Required)
- State of Tennessee Administrator Certification (Preferred)
- Ability to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize a variety of job-related equipment.
- Ability to analyze issues and create action plans.
- Ability to problem solve with data requires analysis based on organizational objectives; and problem solving with equipment is limited to moderate.
- Ability to maintain confidentiality; set priorities; meet deadlines and schedules; work with detailed information; and adapt to changing priorities.

- Ability to work as part of a team; adapt to changing priorities; and apply logical processes and analytical skills.

Certified Teacher: Qualifications

- Bachelor's Degree (Required)
- Teacher Experience: 3 years+ (Preferred)
- State of Tennessee Teaching Certification (Required)
- Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and students
- Must be able to maintain effective classroom management strategies
- Interpersonal and communication skills
- Organizational and self-management skills; Ability to handle multiple responsibilities effectively
- Problem solving abilities
- Dependability
- Ability to communicate effectively orally and in writing
- Must have the ability and proven ability to report to contract duties on a regular and punctual basis
- Knowledge and implementation of relevant technology

Teacher Assistant: Qualifications

- Bachelor's Degree (Required)
- Teacher Assistant Experience: 1 year (Preferred)
- Must have the ability and proven ability to report to contract duties on a regular and punctual basis
- Organizational and self-management skills; Ability to handle multiple responsibilities effectively
- Interpersonal and communication skills
- Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and students

Attachment A: Scoring Rubric

[APPLICATION COMPONENT]	Maximum Points	Assigned Points
1. Evidence: Teacher Evaluation or Letter of Recommendation	(20)	
2. Completeness (All questions in application answered and resume submitted)	(10)	
3. Qualifications (Degree(s), Years of Experience)	(20)	
4. TVAAS 3-5	(10)	
SCORE (maximum possible score =60)		
Evaluator Identification:		

Attachment B: Pro Forma Contract

The *Pro Forma* Contract details the State's requirements:

The *pro forma* contract substantially represents the document that the successful Contractors must sign.

See sample *Pro Forma* Contract below.

Terms and Conditions

A. Standard Terms and Conditions

1. **Total Purchase Order Amount.** In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.
2. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Vendor under this Purchase Order. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.
3. **Modification, Amendment or Change Order.** This Purchase Order may be modified only by a written amendment or change order signed by the State and the Vendor.
4. **Limitation of Liability.** The State shall have no liability except as specifically provided in this Purchase Order. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, 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. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.
5. **Limitation of Vendor's Liability.** The Vendor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
6. **Termination for Convenience.** The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.

7. Subject to Funds Availability. The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Vendor. If the State terminates this Purchase Order due to lack of funds availability, the Vendor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.

10. Hold Harmless. The Vendor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omission, or negligence on the part of the Vendor, its employees, or any other person acting for or on its or their behalf relating to this Purchase Order. The Vendor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Purchase Order.

In the event of any suit or claim, the State and Vendor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure to give notice shall only relieve the Vendor of its obligations under this Section to the extent that the Vendor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Vendor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

11. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

12. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising

under this Purchase Order. The Vendor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Purchase Order shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

13. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties' agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

14. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

15. Background Check. The Contractor must complete a satisfactory background check prior to the start of services in accordance with guidelines provided by the State. The following background checks must be completed: Fingerprint, DHS, DCS, and sex offender registry. The Contractor is responsible for arranging and paying for the fingerprint check.

16. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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.

17. Federal Awards Procurement Standards. If applicable, Contractor agrees to comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.326.

18. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

19. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor 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 Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its

duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor 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 Contractor 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 Contractor access, and to only use such data for the exclusive purpose of performing its duties under this 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 Contractor shall be reported to the State within twenty-four (24) hours. Contractor 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 Contractor’s failure to comply with this section.

20. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor’s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

21. To the extent applicable, the Contractor shall comply with the State’s Acceptable Use Policy, Network Access Rights and Obligations, found here:
https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/Acceptable%20Use%20Policy.pdf.