



Department of
Education

Additional Endorsement Program Adaptation & Administration Grant

2021 Request for Applications (RFA)

Tennessee Department of Education | April 2021

Application Due Date: May 15, 2021

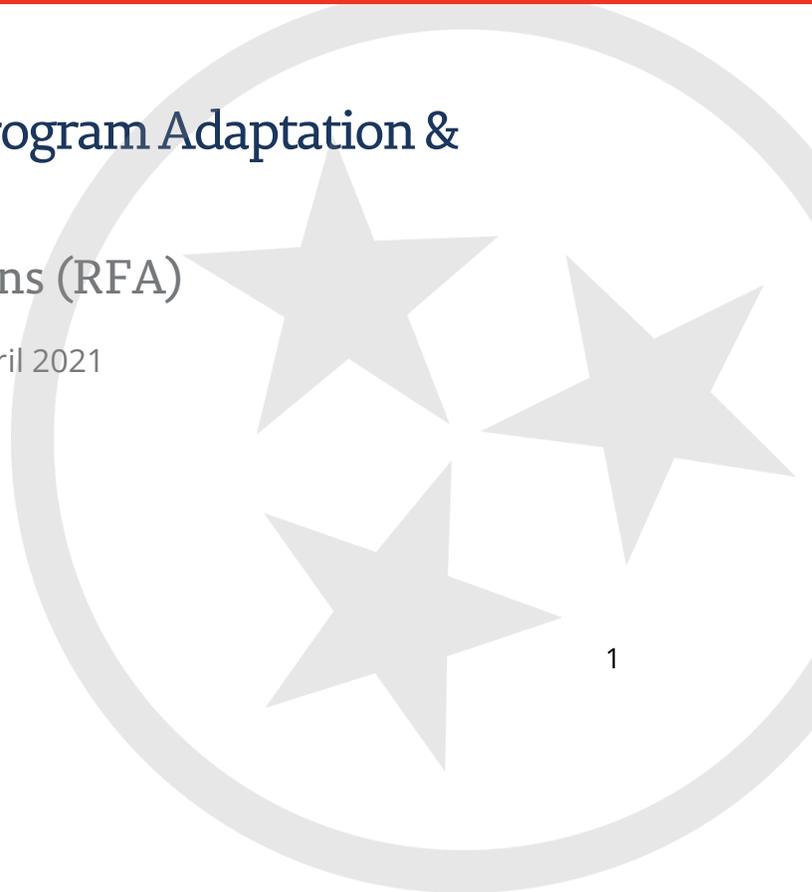


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Tennessee Department of Education

Additional Endorsement Program Adaptation and Administration Design Grant

General Information

Background

According to the U.S. Department of Education's Higher Education General Information Survey (2018), the number of graduates earning a bachelor's degree in education dropped 51% from 1971 to 2017¹. Compared to significant increases in the same time frame for other fields such as agriculture (197%), biological sciences (227%), psychology (206%), and visual and performing arts (200%), schools are facing a serious teacher shortage. In recent years, Tennessee has seen a 25% decrease in number of graduates produced by state Educator Preparation Providers (EPP) from 4,019 in 2014 to 2,985 in 2018.

These teacher shortages are an especially overwhelming hurdle for districts that are not situated near an existing EPP. These areas, which are often rural, are known as "EPP deserts." To better serve these regions, it is critical that we incentivize existing EPPs to leverage virtual learning options to allow current educators to complete coursework and add a teaching endorsement while serving in full-time instructional roles. As such, the Tennessee Department of Education ("the Department") is seeking to offer flexible, no-cost opportunities by which current educators in Tennessee may earn additional teaching endorsements in key areas that are shown to be in high demand based on Local Education Agency (LEA) teacher vacancy data.

By expanding these types of flexible professional learning options for current teachers, the Department would also be providing the opportunity for educators to further develop the necessary knowledge and skills to help them grow in their practice and to better support students in a variety of instructional settings. Furthermore, by lowering the financial barriers to entry that prevent many current Tennessee educators from pursuing and completing additional endorsement programs, we will offer educators a more accessible and equitable pathway for

¹ National Center for Educational Statistics. (2018). Bachelor's degrees conferred by postsecondary institutions, by field of study: Selected years, 1970-71 through 2016-17. Retrieved March 5, 2021, from https://nces.ed.gov/programs/digest/d18/tables/dt18_322.10.asp

career advancement while further expanding the number of dual-endorsed teachers serving students in Tennessee.

Procurement Purpose

The Additional Endorsement Program Adaptation & Administration Grant will allow, on an annual basis, the opportunity for roughly 2,400 licensed Tennessee educators to add a teaching endorsement in a high-priority endorsement area. The Department will award up to 2 grants, or roughly \$2,000,000.00 in total grant funds, on a competitive basis, to currently approved in-state Educator Preparation Providers (EPPs), who will agree to adapt their existing, approved Specialty Area Programs (SAPs) into asynchronous, online additional endorsement coursework modules that can be accessed at no cost by currently licensed Tennessee educators.

Throughout the grant period, the Department will provide both funds and technical assistance to selected EPPs awardees as they engage in this work.

Based on statewide teacher vacancy data collected during the 2020-2021 school year, the Department will preference awarding grant funds to EPPs proposing to offer coursework in several high-priority endorsement areas within **Special Education & English as a Second Language**. However, if they so choose, EPP respondents may offer to cover other high-priority endorsement areas as part of their grant applications. **Information on the preferred endorsement areas covered by this grant, as well as the intended allocation of participant seats and corresponding grant funds across these endorsement areas, may be found below:**

**Note: The final determination of endorsement areas covered, distribution of participant seats in each endorsement area, and corresponding award of grant funds will be determined by the Department, based on the needs and recommendations of LEAs, as well as the interests and backgrounds of participants seeking endorsement.*

Special Education (Roughly 1,800 total seats, per year, across the following endorsement areas):

Endorsement Area	Endorsement Code
Special Education Interventionist 6-12	145

Special Education Interventionist K-8	144
Special Education Comprehensive K-12	461
Provisional Special Education Interventionist 6-12	191
Provisional Special Education Interventionist K-8	190
Provisional Special Education Comprehensive K-12	195

English as a Second Language (Roughly 600 total seats, per year, in the following endorsement areas)

Endorsement Area	Endorsement Code
English as a Second Language Pre-K-12	490

By agreeing to offer an additional endorsement program under the terms of the grant, EPP awardees are agreeing to offer asynchronous, online coursework on a rolling basis to a large number of current teachers in Tennessee. As of now, the Department hopes to enroll roughly 600 educators on an annual basis in each additional endorsement area covered as part of the grant award. EPP awardees must agree to enroll any currently licensed educator who is recommended by the Department to participate in one of the additional endorsement programs offered.

As part of the grant application, EPP awardees will acknowledge that the final determination of endorsement areas offered by each EPP, as well as the number of projects participant seats in each endorsement pathway and corresponding grant funds awarded to each EPP, will be made at the discretion of the Department. This determination will be based on EPP grant applications, recommendations and needs of LEAs, and the interests and backgrounds of current educators who will be participating in programming.

Selected EPPs may use their existing Learning Management Systems or virtual learning platforms, or receive technical assistance from the Department, in order to adapt their existing SAPs and administer coursework in an online, asynchronous manner to current Tennessee educators seeking an additional endorsement. Coursework may be adapted from an EPPs' existing, approved Specialty Area Program's (SAPs) existing curriculum. Selected EPPs may need to make minor modifications to their Specialty Area Programs (SAPs) in order to meet the expectations of this grant. **As such, EPP awardees must agree that in order to offer coursework to candidates as part of the grant program, any adaptations or adjustments made to their existing SAPs must be reviewed and approved by the Department. EPP awardees will work closely with the TDOE to ensure curriculum adaptation and module design process meets all requirements.**

Additional endorsement programs offered by EPP applicants are not required to be degree- or credit-bearing. To receive an award, an EPP applicant must meet the mandatory requirement that they will agree to admit licensed Tennessee educators from any LEA in Tennessee to participate in programming, pending a recommendation from the Department, as well as availability of seats, and corresponding grant award funds.

As of now, the Department plans to award roughly **\$500,000.00** for each additional endorsement area that an EPP agrees to cover for a 24-month period as part of this grant award. Grant awards are meant to cover both development costs associated with coursework modifications, programmatic adaptations, and development of coursework modules within the EPPs' virtual learning environment, as well as ongoing implementation and maintenance costs that EPPs will incur as they deliver coursework to participants, score participant coursework, and offer ongoing support to participants throughout the grant period. This grant funding will also cover the cost of tuition, textbooks, fees, and one administration of each required licensure assessment (**roughly \$150 per participant, per assessment**) that a participant must take in order to gain endorsement after successfully completing all coursework. No cost for programming shall be passed on to participants. If the participant does not pass the required licensure assessment(s) for their chosen additional endorsement, either they or their LEA will be responsible for paying the registration fee for future administrations of that assessment. Grant funds will be ultimately be distributed to EPP awardees based on the number and type of adapted additional endorsement programs they agree to offer.

EPP awardees must acknowledge and agree to the condition that payments under the grant contract will be reimbursement-based, meaning payments to awardees will occur

after services are rendered, development and adaptation of coursework occurs, and participants begin completing coursework.

Scope of Work

If applicant is not a TN state or local government entity: see the attached [pro forma Grant Contract](#) that includes a more detailed scope of services. This substantially represents the contract document that the awarded Grantee must sign.

If applicant is a TN state or local governmental entity: see the attached [pro forma Interagency Grant Agreement](#) that includes a more detailed scope of services. This substantially represents the contract document that the awarded Grantee State Agency must sign.

Programming shall meet the following minimum requirements:

- All coursework must be adapted from an existing, approved Specialty Area Program and must be delivered in an online, asynchronous manner. No applications for in-person programs will be considered. Any required field experience shall take place within the school setting or LEA in which the Participant is employed.
- All tuition, textbooks, fees, and one administration of each required Licensure Assessment(s) must be covered by the grant for each Participant enrolled in programming, and no cost for programming shall be passed on to Participants.
- Grantee must be a state approved EPP with the ability to recommend candidates for endorsement in the following areas:

○ Special Education Interventionist 6–12	145
○ Special Education Interventionist K–8	144
○ Provisional Special Education Interventionist 6–12	191
○ Provisional Special Education Interventionist K–8	190
○ Special Education Comprehensive K–12	461
○ Provisional Special Education Comprehensive K–12	195
○ English as a Second Language Pre-K 12	490
- Grantee must acknowledge and agree that in order to offer coursework to candidates as part of the grant program, any adaptations or adjustments made to an existing, approved Specialty Area Program must be reviewed and approved by the Department.

- Grantee will agree to admit licensed Tennessee educators from any LEA in Tennessee to participate in programming, pending a recommendation from the Department, as well as availability of seats, and availability of grant award funds.
- Grantee must acknowledge and agree to the condition that payments under the grant contract will be reimbursement-based, meaning payments to awardees will occur after services are rendered.
- Grantee will acknowledge that the final determination of endorsement areas covered, distribution of participant seats in each endorsement area, and corresponding award of grant funds will be determined by the Department, based on the needs and recommendations of LEAs, as well as the interests and backgrounds of participants seeking endorsement

Communications

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

Ben Gagne-Maynard
Director of Special Projects, Office of Human Capital
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
615-917-2817
Ben.Gagne-Maynard@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 Chief of Human Capital, 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. A copy of the scoring rubric can be found in the [Technical Response](#) section of this RFA. Technical merit scores will serve as the foundation for grant award decisions. The State has the sole discretion to determine the responsiveness of applications.

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

Schedule

Event	Time (Central Time Zone)	Date
RFA Released	4:30pm	April 15, 2021
Deadline for written question to be submitted to TDOE	4:30pm	April 22, 2021
TDOE releases responses to written questions		April 28, 2021
Application Deadline	4:30pm	May 15, 2021
Notice of Contract Award	4:30pm	July 27, 2021
Contract Signature Deadline	4:30pm	July 29, 2021
Proposed Contract Start Date *subject to approvals		August 29, 2021

Application Procedures

The application must be completed and submitted via email to Ben.Gagne-Maynard@tn.gov by **May 15, 2021 at 4:30 p.m. CST. Paper copies of this application will not be accepted.** All applications must be signed by the applicant’s authorized signatory.

Steps to submitting an application:

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

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 Requirements	
1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Respondent must identify the specific Specialty Area Program (SAP) and corresponding endorsement areas the Respondent intends to serve as the basis for the design and delivery of the proposed additional endorsement pathway outlined in this grant application. Response must include specific endorsement areas covered under this grant application, program level (undergraduate/post-baccalaureate), and clinical practice type.	
3. Respondent must submit a proposed standards alignment table detailing how the specialty area standards will be translated from the approved SAP to the proposed additional endorsement program pathway outlined in this grant application.	
4. Respondent must acknowledge and agree that in order to offer coursework to candidates as part of the grant program, any adaptations or adjustments made to an existing, approved SAP must be reviewed and approved by the Department.	
<p>4.a. For Special Education Endorsement Programs only:</p> <p>The response must detail whether programming will allow participants to serve in a classroom on a provisional special education endorsement while completing coursework.</p>	
5. Respondent must acknowledge and agree to the condition that payments under the grant contract will be reimbursement-based, meaning payments to awardees will occur after services are rendered, meaning coursework is adapted to an online, asynchronous format and candidates begin completing coursework for additional endorsement.	

6. Provide a statement confirming that, if awarded a grant contract, all tuition, textbooks, fees, and one administration of the Licensure Assessment(s) will be covered by the grant for each Participant selected, and no cost for programming shall be passed on to Participants.
7. The response must verify that all coursework, preparation, and support will be delivered online and in an asynchronous manner. No applications requiring in-person coursework will be considered.
8. The response must verify that the Respondent will agree to admit a licensed Tennessee educator from any LEA in Tennessee to participate in additional endorsement programming, pending recommendation from the Department as well as the availability of seats and corresponding grant award funds.
9. Provide a statement acknowledging that the final determination of endorsement areas covered, distribution of participant seats in each endorsement area, and corresponding award of grant funds will be determined by the Department, based on the needs and recommendations of LEAs, as well as the interests and backgrounds of participants seeking endorsement.
10. 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 B: Pro Forma Grant Contract.*Note, if applicant is a TN state or local governmental entity, the applicant will accept and agree to all terms and conditions set out in Attachment C: Pro Forma Interagency Grant Agreement.
11. Submit a proposed budget (using the Attachment A: Budget Template) for the program.
Evaluator Identification:

Technical Response (100 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	
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Technical Response	Maximum Points	Assigned Points
<p>1. Provide a proposed timeline for completing the scope of services over the 24-month grant period. This timeline must include, but is not necessarily limited to:</p> <ul style="list-style-type: none"> • Timeline for adaptation of existing coursework and development of new preparation coursework to meet the requirements of the grant, • Timeline for delivery of coursework and length of completion time for an average participant, as well as proposed start and end date of all coursework offerings. • Timeline and proposed process for collecting, grading, and returning all participant work submissions. 	20	
<p>2. Provide a narrative describing the necessary adjustments and adaptations that will need to be made to the Respondent's existing, approved Specialty Area Program(s) in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators in an online, asynchronous manner. This narrative should outline the level of technical support that the Respondent will anticipate needing from the Department in order to successfully adapt their existing SAP coursework, curriculum, and instructional delivery model in order to complete the scope of services over the 24-month grant period.</p>	15	
<p>3. Provide a narrative affirming the Respondent's ability to enroll and support roughly 600 educators per year in each endorsement area pathway offered as part of this grant. This narrative must include:</p>		

<ul style="list-style-type: none"> • Description of how the respondent would leverage grant funds and existing capacity to support participants throughout the grant period as they complete coursework. • Description of how participant progress will be monitored and how the Respondent will ensure participants are adequately prepared as they complete additional endorsement coursework in an online, asynchronous environment. <p><i>Note: The final determination of endorsement areas covered, distribution of participant seats in each endorsement area, and corresponding award of grant funds will be determined by the Department, based on the needs and recommendations of LEAs, as well as the interests and backgrounds of participants seeking endorsement.</i></p>	30	
<p>4. Outline the strategies the Respondent will use to differentiate and prioritize support given to participants from different geographic areas, school settings, and professional backgrounds.</p>	10	
<p>5. Describe the proposed course sequence, course delivery model, and course schedule for participants completing each additional endorsement program offered by the Respondent as part of the grant award. The response should address the following questions:</p> <p>How will the Respondent ensure that participants have the foundational knowledge and skills to be successful in their role?</p>	25	

<p>Will programming be differentiated based on qualifications of each participant?</p> <p>In order to meet the needs of working professionals, will online coursework be offered in an asynchronous or synchronous fashion?</p>		
<p>Score (Maximum Possible = 100)</p>		
<p>Evaluator Identification:</p>		

Technical Response Rubric

<p>SCORING VALUES</p>	<p>Not Addressed</p>			<p>Maximum Points</p>
	<p>0</p>	<p>5</p>	<p>14</p>	<p>20</p>
	<p>0</p>	<p>3</p>	<p>12</p>	<p>15</p>
	<p>0</p>	<p>10</p>	<p>20</p>	<p>30</p>
	<p>0</p>	<p>2</p>	<p>6</p>	<p>10</p>
	<p>0</p>	<p>5</p>	<p>15</p>	<p>25</p>

<p>TECHNICAL RESPONSE #1</p>	<p>Timeline is not included in response.</p>	<p>Response contains a timeline, but timeline is missing two or more required elements.</p>	<p>Response contains a detailed timeline, but timeline is missing one required element.</p>	<p>Response contains a detailed timeline that includes all required elements.</p>
<p>TECHNICAL RESPONSE #2</p>	<p>Narrative is Absent</p>	<p>Narrative does not describe the necessary adjustments and adaptations that will need to be made to the Respondent's existing, approved Specialty Area Program(s) in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators in an online, asynchronous manner.</p>	<p>Narrative describes the necessary adjustments and adaptations that will need to be made to the Respondent's existing, approved Specialty Area Program(s) in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators in an online, asynchronous manner, but narrative does not outline the level of technical support that the Respondent will anticipate needing from the Department in order to complete the scope of services</p>	<p>Narrative fully describes the necessary adjustments and adaptations that will need to be made to the Respondent's existing, approved Specialty Area Program(s) in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators in an online, asynchronous manner, and narrative outlines the level of technical support that the Respondent will anticipate needing from the Department in order to complete the scope of services over the 24-month grant period.</p>

			over the 24-month grant period.	
TECHNICAL RESPONSE #3	Narrative is absent, or Respondent indicates they are not able to enroll and adequately support roughly 600 educators per year in each endorsement area pathway offered as part of this grant.	Narrative is present, but is missing both required elements	Narrative is missing one required element	Narrative includes all required elements
TECHNICAL RESPONSE #4	Narrative is absent	Narrative lacks sufficient detail to understand how the applicant will support participants from different geographic areas, school settings, and professional backgrounds. Narrative lacks information on how the Respondent will differentiate and prioritize supports	Narrative provides sufficient detail to understand how the applicant will support participants from different geographic areas, school settings, and professional backgrounds, but the narrative lacks information on how the Respondent will differentiate and prioritize supports offered to participants.	Narrative provides specific detail to understand how the applicant will support participants from different geographic areas, school settings, and professional backgrounds. Narrative provides a clear outline of how the Respondent will differentiate and prioritize supports offered to participants.

		offered to participants.		
TECHNICAL RESPONSE #5	Course sequence, descriptions, and proposed schedule are absent, or required questions are not addressed.	Two or more required elements (Course sequence, descriptions, and proposed schedule) are absent, or two or more required questions are not addressed.	One required element (Course sequence, descriptions, and proposed schedule) is absent, or one required question is not addressed.	Course sequence, descriptions, and proposed schedule are provided in specific detail and all required questions are addressed.

Attachment A: 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
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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: Pro Forma Grant Contract

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

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

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

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

This Grant Contract, by and between the State of 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 Adaptation and administration of additional endorsement coursework for delivery in an online, asynchronous manner to Educators in Tennessee , 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. **Asynchronous Learning Model:** Refers to any instructional or learning model that does not require real-time interaction and does not operate on a fixed, real-time class schedule. In an Asynchronous Learning Model, curriculum and instructional materials are made available during a set window of time and can be complete on a rolling basis so that learners may access those materials on a timeline that best suits their schedules. Assignments and other coursework deliverables may be completed within set windows of time, but instruction is not offered in real-time on a set schedule.
 - b. **Educator Preparation Provider (EPP):** An entity responsible for managing, operating, or coordinating programs for the preparation and licensure of teachers and other school personnel that has been approved by the Tennessee State Board of Education. There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency (LEA)
 - c. **Licensure Assessment:** Any standardized assessment required for licensure within the state of Tennessee, usually Praxis assessments.
 - d. **Participants:** Any licensed Tennessee educator who is enrolled in the Grantee's program for coursework and licensure recommendation in one or more approved endorsement areas. Participants must be recommended for enrollment in coursework by both the State and the Local Education Agency (LEA) in which they are employed.
 - e. **Specialty Area Program (SAP):** As defined in Tennessee State Board of Education Educator Preparation Rule [0520-02-04](#), a Specialty Area Program, commonly known as a SAP, "is a planned sequence of courses and experiences designed to provide educators with an additional, specific set of knowledge and skills or to expand and enhance an existing set of knowledge and skills." An educator's successful completion of an approved SAP leads to their recommendation for licensure and endorsement in the specific content area covered by

the SAP, pending their successful completion of all other requirements for licensure and endorsement.

- A.3. The Grantee shall provide all tuition, textbooks, and fees, including the cost for the administration of each required Licensure Assessment, for Participants to receive coursework and licensure recommendation in one or more teaching endorsement areas, as specified in A.7. The Grantee shall agree to admit any Participant that is recommended by both the State and their LEA to enroll in coursework, pending availability of funds. Participants should not bear the burden of program costs. If the Participant does not pass the required Licensure Assessment, either they or their LEA will be responsible for paying the registration fee for future administrations.
- A.4. The Grantee shall provide the State with a coursework adaptation and administration roadmap (“Coursework Adaptation and Administration Roadmap”) no later than 30 days after the Start Date. The Coursework Adaptation and Administration Roadmap shall adhere to any specified target dates as communicated by the State. The State and the Grantee will agree upon estimated timeframes for adaptation and delivery of coursework as part of this Grant Contract.

The State will define priorities at the beginning of the Grant Contract and will assist the Grantee in identifying updates to the Coursework Adaptation and Administration Roadmap as needed. After these priorities and updates have been identified, the Grantee will take Coursework Adaptation and Administration Roadmap, make the necessary updates, and submit to the State for final review and approval. Upon approval, the Grantee shall assume ongoing responsibilities for the Coursework Adaptation and Administration Roadmap in coordination with the State as needed.

- a. The Coursework Adaptation and Administration Roadmap shall contain, at a minimum, the following information:
- (1) A detailed narrative outlining the specific SAP(s) and pathway(s) the Grantee intends to serve as the basis for the design of additional endorsement pathway offered as part of this Grant Contract. This narrative should include information on endorsement areas covered, program level (undergraduate/post-baccalaureate), and clinical practice type.
 - (2) A detailed standards alignment table outlining how the specialty area standards will be translated from the approved SAP to the additional endorsement program pathway.
 - (3) A detailed timeline and narrative outlining how the Grantee plans to adapt existing coursework and develop any new preparation coursework to successfully complete the scope of services, as outlined in this Grant Contract. This narrative should describe the necessary adjustments and adaptations that will need to be made to the Grantee’s existing, approved SAP in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators via an Asynchronous Learning Model. This timeline and detailed narrative shall include proposed project milestones for adaptation and development of coursework prior to delivery of coursework to Participants.
 - (4) A detailed narrative describing the level of technical assistance and support that the Grantee will anticipate needing from the State in order to successfully adapt their existing SAP coursework, curriculum, and instructional delivery model to complete the scope of services over the course of the Grant Contract period.

- (5) A detailed timeline and narrative outlining the proposed schedule for delivery of coursework, including the proposed start and end date of all coursework offerings and the anticipated length time for an average Participant to complete all coursework requirements and gain endorsement.
- (6) A detailed narrative describing the proposed timeline and methodology for collection and grading of all coursework and assignment submissions from enrolled Participants as they complete coursework on an Asynchronous Learning Model.

- A.5. The Grantee shall deliver all coursework via an online, Asynchronous Learning Model and shall not require in-person attendance for any Participant enrolled in coursework throughout the entirety of the Grant Contract Term. Any required field experiences shall take place within the school setting or LEA in which the Participant is employed.
- A.6. The Grantee shall be an EPP in the state of Tennessee with an approved special education, and/or English as a second language endorsement program and shall maintain approval throughout the Grant Contract Term. The Grantee must acknowledge and agree that in order to offer coursework to candidates as part of the grant program, any adaptations or adjustments made to an existing, approved SAP must be reviewed and approved by the State.
- A.7. The Grantee shall deliver coursework and preparation allowing Participants to add at least one of the following teaching endorsements to their existing Tennessee teacher licenses:

Endorsement Area	Endorsement Code
Special Education Interventionist 6–12	145
Special Education Interventionist K–8	144
Provisional Special Education Interventionist 6–12	191
Provisional Special Education Interventionist K–8	190
Special Education Comprehensive K–12	461
Provisional Special Education Comprehensive K–12	195
English as a Second Language Pre-K-12	490

- A.8. The Grantee shall, on an annual basis, provide a written report to describe actual program activities and outcomes no later than June 1, 2022 and June 1, 2023. Minimum report requirements include:
- a. Comprehensive summary of program activities
 - b. Overall evaluation of program effectiveness to include Participant graduation rate and Licensure Assessment passage rates.
 - c. LEA satisfaction survey regarding the effectiveness of the Participants' preparation as a result of the program.
 - d. Recommendations for program improvements for future Participants.

- A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment **D**, is incorporated in this Grant Contract.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment **E**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

- B.1. This Grant Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **one (1)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

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:

Ben Gagne-Maynard
 Director of Special Projects, Office of Human Capital
 Tennessee Department of Education
 Andrew Johnson Tower, 9th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Ben.Gagne-Maynard@tn.gov
 Work Cell: (615) 917-2817

- 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: Tennessee Department of Education, Office of Human Capital
 - (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 one percent (1%) 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:

Ben Gagne-Maynard
 Director of Special Projects, Office of Human Capital
 Tennessee Department of Education

Andrew Johnson Tower, 9th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Ben.Gagne-Maynard@tn.gov
 Work Cell: (615) 917-2817

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 Director of Special Projects:

- 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

ATTACHMENT A

(1/2)

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: BEGIN: DATE END: DATE				
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
(2/2)

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 b. Funds passed through any other entity	a. 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: _____

ATTACHMENT D**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)	

Attachment E Placeholder – Grantee Proposal

Attachment C: Pro Forma Interagency Grant Agreement

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

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

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

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
GRANTEE STATE AGENCY NAME**

This Grant Agreement, by and between the State of Tennessee, Department of Education (the "Grantor State Agency"), and **[Insert Name of State Agency]** (the "Grantee"), is for the provision of additional endorsement coursework for educators in Tennessee, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.

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

a. Asynchronous Learning Model: Refers to any instructional or learning model that does not require real-time interaction and does not operate on a fixed, real-time class schedule. In an Asynchronous Learning Model, curriculum and instructional materials are made available during a set window of time and can be complete on a rolling basis so that learners may access those materials on a timeline that best suits their schedules. Assignments and other coursework deliverables may be completed within set windows of time, but instruction is not offered in real-time on a set schedule.

b. Educator Preparation Provider (EPP): An entity responsible for managing, operating, or coordinating programs for the preparation and licensure of teachers and other school personnel that has been approved by the Tennessee State Board of Education. There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency (LEA)

c. Licensure Assessment: Any standardized assessment required for licensure within the state of Tennessee, usually Praxis assessments.

d. Participants: Any licensed Tennessee educator who is enrolled in the Grantee's program for coursework and licensure recommendation in one or more approved endorsement areas. Participants must be recommended for enrollment in coursework by both the State and the Local Education Agency (LEA) in which they are employed.

e. Specialty Area Program (SAP): As defined in Tennessee State Board of Education Educator Preparation Rule [0520-02-04](#), a Specialty Area Program, commonly known as a SAP, "is a planned sequence of courses and experiences designed to provide educators with an additional, specific set of knowledge and skills or to expand and enhance an existing set of knowledge and skills." An educator's successful completion of an approved SAP leads to their recommendation for licensure and endorsement in the specific content area covered by the SAP, pending their successful completion of all other requirements for licensure and endorsement.

A.3. The Grantee shall provide all tuition, textbooks, and fees, including the cost for the administration of each required Licensure Assessment, for Participants to receive coursework and licensure recommendation in one or more teaching endorsement areas, as specified in A.7. The Grantee

shall agree to admit any Participant that is recommended by both the State and their LEA to enroll in coursework, pending availability of funds. Participants should not bear the burden of program costs. If the Participant does not pass the required Licensure Assessment, either they or their LEA will be responsible for paying the registration fee for future administrations.

- A.4. The Grantee shall provide the State with a coursework adaptation and administration roadmap (“Coursework Adaptation and Administration Roadmap”) no later than 30 days after the Start Date. The Coursework Adaptation and Administration Roadmap shall adhere to any specified target dates as communicated by the State. The State and the Grantee will agree upon estimated timeframes for adaptation and delivery of coursework as part of this Grant Contract.

The State will define priorities at the beginning of the Grant Contract and will assist the Grantee in identifying updates to the Coursework Adaptation and Administration Roadmap as needed. After these priorities and updates have been identified, the Grantee will take Coursework Adaptation and Administration Roadmap, make the necessary updates, and submit to the State for final review and approval. Upon approval, the Grantee shall assume ongoing responsibilities for the Coursework Adaptation and Administration Roadmap in coordination with the State as needed.

- a) The Coursework Adaptation and Administration Roadmap shall contain, at a minimum, the following information:
 - i. A detailed narrative outlining the specific SAP(s) and pathway(s) the Grantee intends to serve as the basis for the design of additional endorsement pathway offered as part of this Grant Contract. This narrative should include information on endorsement areas covered, program level (undergraduate/post-baccalaureate), and clinical practice type.
 - ii. A detailed standards alignment table outlining how the specialty area standards will be translated from the approved SAP to the additional endorsement program pathway.
 - iii. A detailed timeline and narrative outlining how the Grantee plans to adapt existing coursework and develop any new preparation coursework to successfully complete the scope of services, as outlined in this Grant Contract. This narrative should describe the necessary adjustments and adaptations that will need to be made to the Grantee’s existing, approved SAP in order to successfully deliver online, additional endorsement coursework and preparation to current Tennessee educators via an Asynchronous Learning Model. This timeline and detailed narrative shall include proposed project milestones for adaptation and development of coursework prior to delivery of coursework to Participants.
 - iv. A detailed narrative describing the level of technical assistance and support that the Grantee will anticipate needing from the State in order to successfully adapt their existing SAP coursework, curriculum, and instructional delivery model to complete the scope of services over the course of the Grant Contract period.
 - v. A detailed timeline and narrative outlining the proposed schedule for delivery of coursework, including the proposed start and end date of all coursework offerings

and the anticipated length time for an average Participant to complete all coursework requirements and gain endorsement.

- vi. A detailed narrative describing the proposed timeline and methodology for collection and grading of all coursework and assignment submissions from enrolled Participants as they complete coursework on an Asynchronous Learning Model.

- A.5. The Grantee shall deliver all coursework via an online, Asynchronous Learning Model and shall not require in-person attendance for any Participant enrolled in coursework throughout the entirety of the Grant Contract Term. Any required field experiences shall take place within the school setting or LEA in which the Participant is employed.
- A.6. The Grantee shall be an EPP in the state of Tennessee with an approved special education, and/or English as a second language endorsement program and shall maintain approval throughout the Grant Contract Term. The Grantee must acknowledge and agree that in order to offer coursework to candidates as part of the grant program, any adaptations or adjustments made to an existing, approved SAP must be reviewed and approved by the State.
- A.7. The Grantee shall deliver coursework and preparation allowing Participants to add at least one of the following teaching endorsements to their existing Tennessee teacher licenses:

Endorsement Area	Endorsement Code
Special Education Interventionist 6–12	145
Special Education Interventionist K–8	144
Provisional Special Education Interventionist 6–12	191
Provisional Special Education Interventionist K–8	190
Special Education Comprehensive K–12	461
Provisional Special Education Comprehensive K–12	195
English as a Second Language Pre-K-12	490

- A.8. The Grantee shall, on an annual basis, provide a written report to describe actual program activities and outcomes no later than June 1, 2022 and June 1, 2023. Minimum report requirements include:
 - a. Comprehensive summary of program activities
 - b. Overall evaluation of program effectiveness to include Participant graduation rate and Licensure Assessment passage rates.
 - c. LEA satisfaction survey regarding the effectiveness of the Participants' preparation as a result of the program.
 - d. Recommendations for program improvements for future Participants.
- A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment **D**, is incorporated in this Grant Contract.

- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment E) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF AGREEMENT:

- B.1. This Grant Contract shall be effective on DATE ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **one (1)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. 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 Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- 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 Agreement, 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 reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the Grantor State Agency no more often than monthly, with all necessary supporting documentation, and present such to:

Ben Gagne-Maynard
 Director of Special Projects, Office of Human Capital
 Tennessee Department of Education
 Andrew Johnson Tower, 9th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Ben.Gagne-Maynard@tn.gov
 Work Cell: (615) 917-2817

- 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: Tennessee Department of Education, Office of Human Capital
 - (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.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase

the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

- C.6. 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 Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
 - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency 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 cost 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 Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement 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.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of

termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.

- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement 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 Grantor State Agency:

Ben Gagne-Maynard
 Director of Special Projects, Office of Human Capital
 Tennessee Department of Education
 Andrew Johnson Tower, 9th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Ben.Gagne-Maynard@tn.gov
 Work Cell: (615) 917-2817

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.5. Subject to Funds Availability. This Grant Agreement 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 Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a

written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.

- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

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 Agreement, the special terms and conditions shall be subordinate to the Grant Agreement'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.

- E.3. 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 STATE AGENCY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A

(1/2)

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:				
		BEGIN: DATE	END: DATE	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	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.state.tn.us/finance/act/documents/policy3.pdf>).

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

ATTACHMENT A
(2/11)

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: _____

ATTACHMENT D**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)	

Attachment E Placeholder – Grantee Proposal