



CONNECTED LITERACY PARTNERS

2021 Request for Applications (RFA)

Tennessee Department of Education | August 2021

Application Due Date: September 1, 2021

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General Information

Background

The Tennessee Department of Education ("State") is seeking to issue grant contracts to community partners (i.e., community-based organizations) for the Connected Literacy project. Partners shall develop a program to tutor students across the 3 grand regions of the state (West, Middle, and East) and remediate learning loss by providing vital early grades literacy support for students in grades 1-3. Each grant to provide this service will be for a duration of seven (7) months with a maximum liability of approximately \$4,670,875.00, including a maximum amount of \$750,000.00 for technology support (i.e., laptops and hotspots). This timeline includes tutor training prior to the start of tutoring services, one (1) semester of tutoring, and program closeout following each semester of service. The State will award 4 to 6 grant contracts to community partners in conjunction with their LEA across 3 of our largest urban LEAs (i.e., Shelby County, Metro Nashville Public Schools, and Hamilton County) that were impacted the most by COVID-19 learning loss. Each region will offer services for the duration of at least one (1) semester.

The Connected Literacy Project:

The primary goal of the Connected Literacy project is to close student reading gaps and accelerate literacy development by providing early grades literacy support for our students in grades 1-3 who were most impacted by the COVID-19 pandemic. This initiative will offer 1 semester of free tutoring support to eligible families to access instruction and tutoring grounded in Tennessee's Foundational Skills Curriculum Supplement. Families will have the opportunity to choose tutors that best fit their logistical needs and schedule through the community-selected tutors. Community partners will recruit, select, and hire tutors using a rubric that must be approved by the LEA and the State.

Approved community partners will develop a program that can be offered to eligible students during a semester of service in the fall or spring, beginning in Fall 2021. LEAs will coordinate with their community partner to identify approximately 5,000 eligible families and inform them of the Connected Literacy opportunity and will support at least 3,500 students through their semester of tutoring. Community partners will work closely with their LEA to determine students who need tutoring, the tutoring program design, tutor eligibility, logistical tutoring offerings, and will support technology necessary for students. Tutoring services will be provided before/after-school and/or weekend tutoring services to students in their region for the duration of 1 semester. Tutoring will take place in student groups of 3 students per tutor in a high-dosage format (2-3 times per week for 30-45 minutes per session). Tutoring services will be provided in person to the greatest extent possible. Students will be determined eligible through their LEA's data analysis, and families will register via an online family platform. As part of the platform, families will indicate their preferred tutor, schedule, and location (if applicable), totaling approximately 36 total hours of tutoring service per student. The community partner will reimburse the tutor on the student's behalf upon completion of the semester (36 hours) at the rate of \$75.00 per hour for each group of three (3) students or \$25.00 per hour for each student. Additionally, the community partner will reimburse tutors for additional costs as outlined in the pro forma grant contract. The State is planning on two semesters of service each year during the award period, with four semesters total during the 24-month period, and approximately 14,000 students served through a total of \$18,683,500.00 in microgrants including technology assistance. To be approved, community partners/grantees must: work closely with the district to design a tutoring program, ensure they provide tutoring that is convenient and available to families, ensure that all tutors will complete one week of State-provided foundational skills training and pass a Performance Task as well as commit to using the TN Foundational Skills Curriculum Supplement as a key component of their tutoring model, ensure all tutors have completed background check processes, provide technology for students to practice literacy skills, and pay all tutors in a timely manner. Additionally, community partners and their LEAs will be required to participate in the continuous improvement cycle through monthly debriefings with the Connected Literacy team and the family literacy

council to ensure real-time program improvements, sustainable model development, and improvements in future semester opportunities.

Procurement Purpose

During the grant contract term, program leadership from the community partner and the LEA will participate in a series of planning and program kickoff meetings, ongoing strategy check ins with the State, and complete training on the Tennessee Foundational Skills Curriculum Supplement. Additionally, community partners will offer programs in semester long sessions (approx.12 weeks), participate in monthly debriefings with the LEA and Connected Literacy team, serve as members of the family literacy council, and provide a detailed review of the program. The community partner will create a rubric to be approved by the State and the LEA for selecting tutors. The community partner will identify potential tutors and/or existing tutors, widely circulate tutoring opportunities, and evaluate tutoring capacity based on the approved rubric. After selection a cadre of highly qualified tutors, the LEA and community partner will train potential tutors in the State's sounds-first instructional model (as needed). LEAs will provide a list of eligible students, and the community partner will recruit students and families into the program.

During each semester, community partners will coordinate with selected tutors to organize, schedule, and deliver tutoring for students in small group settings with a 1:3 teacher student ratio. Supports will be delivered via in-person instruction or, in rare occasions, through streaming video when in-person instruction is not available. Community partners must ensure that their program is equipped to offer intervention programs to increase a sounds-first approach that focuses on Phonological Awareness (syllables, phonemes, etc.) and/or decoding (alphabetic principle, spelling-sound correspondence), and encoding (spelling). In addition, tutors should include daily practice with fluency, decodables, and comprehension. Selected community partners must work in conjunction with their LEA to design and submit their instructional delivery program(s) for approval by the State prior to serving a student using any of the mentioned methods. For the program, the awarded partners, in conjunction with the LEA, are required to submit a family engagement strategy plan, acknowledging the importance of meaningful engagement and partnership with families. The grantee must include a communication plan, outreach strategies, and sample templates.

Finally, in their application, each community partner must indicate if technology is needed for students to fully participate in their program. If so, the community partner be responsible for providing technology supports (i.e., laptops hotspots) to families who have requested and demonstrated need for support upon enrollment. The partner will coordinate with their LEA to ensure that all technology is compatible with the LEA and meets their minimum specs. Each partner will oversee the purchase and distribution of technology supports to families in their program. Reimbursement for technology is not to exceed \$750,000.00 and should only be provided to families on an as-needed basis.

Communications

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

Dr. Lisa Coons, Connected Literacy Grant Manager
Office of Academics
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
Lisa.Coons@tn.gov

Review Process

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

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

Schedule

Event	Time (Central Time Zone)	Date
RFA Released	8:00 A.M.	August 20, 2021
Application Deadline	5:00 P.M.	September 1, 2021
Application Review	5:00 P.M.	September 2, 2021
Notice of Contract Award	5:00 P.M.	September 7, 2021
Proposed Contract Start Date	8:00 A.M.	September 9, 2021

Application Procedures

The application must be completed and submitted via email to Lisa.Coons@tn.gov [by 5:00 P.M. CST on September 1, 2021](#). **Paper copies of this application will not be accepted. Applications must include all application components listed below in order to be considered.**

Steps to submitting an application:

Please email Lisa.Coons@tn.gov as outlined above with the subject line:

“Connected Literacy Community Partner Application: <Grantee Name>”, with each application component clearly labeled as outlined below as one packet in a PDF format.

Application Components

Section of Application	Page Limits
Cover Letter addressed to Dr. Lisa Coons	1 page
Letter of full support from the LEA school board and the LEA Director of Schools	1 page each
Proposed Tutoring Design that will support at least 3,500 students <ul style="list-style-type: none"> A. Including logistics for tutoring, options for families, oversight and monitoring of tutoring, and family communications within tutoring delivery) B. Instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement, and list of possible resources provided to students C. Attendance plan, method of delivery, curriculum, D. Training/ qualifications of instructional personnel, E. Technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide students with technology, and F. Approach to differentiation for students with disabilities and English learners. 	5 pages
Proposed rubric for hiring tutors and staffing plan	5 pages
Resume or CV for community partner team	1-2 pages each
Proposed Organization Chart including positions who will work on this project and their supervisor(s)	1 page
Staffing Plan	5 pages
Resumes for each key staff member	N/A

Attachment A: Scoring Rubric

Respondent Name: _____

Application Components	Maximum Points	Assigned Points
1. Application Submission	5	
2. Cover Letter	5	
3. Letters of Support (Director of School and School Board Chair)	20	
4. Tutor Program Design	35	
5. Tutor Selection Rubric and Staffing Plan	35	
SCORE (maximum possible score = 100 points)		
Evaluator Identification:		

Component	Exemplary	Advanced	Proficient Evidence	Some Evidence	Insufficient Evidence
Application Submission	Followed instructions to email Lisa.Coons@tn.gov with the correct subject line and one packet as a PDF (5 points)	N/A	Followed instructions to email Lisa.Coons@tn.gov with either the correct subject line or one packet as a PDF (3 points)	N/A	Did not follow instructions to email Lisa.Coons@tn.gov with the correct subject line and one packet as a PDF (1 point)
Cover Letter	Clear understanding of the gaps young children have when learning to read, alignment to the foundational skills research and approach to tutoring students in urban settings, project outcomes are referenced and operational understanding of the grant is evident. Passion for literacy development, community engagement, and service is clear. (3 points)	Clear alignment to the foundational skills research and approach to tutoring students in urban settings, project outcomes are referenced and operational understanding of the grant is evident. Passion for literacy development, community engagement, and service is clear. (2 examples) (4 points)	Basic understanding of the foundational skills research and approach to tutoring students in urban settings is referenced and passion for literacy development, community engagement, and service is clear. (1 example) (3 points)	Some understanding of the grant and some alignment to tenets of foundational skills instruction. Little reference to literacy development, community engagement, and/or service. (2 points)	Unclear understanding; generic cover letter (1 point)

	examples) (5 points)				
Letters of Support	Two letters of support (Director of Schools and School Board Chair) show clear coherence of partnership between community partner, school administration, and school board. (20 points)	The community provider did not submit two letters of support (Director of Schools and School Board Chair) (0 points)			
Tutor Program Design	Provides a plan that coherently and cohesively includes all components including family-friendly tutoring logistics, monitoring of tutoring, and family communications within tutoring delivery), instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement , and list of possible resources provided to students, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide	Provides a plan that coherently and cohesively includes 90% of components including family-friendly tutoring logistics, monitoring of tutoring, and family communications within tutoring delivery), instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement , and list of possible resources provided to students, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide students with technology, and approach to differentiation for students with disabilities and	Provides a plan that coherently and cohesively includes 80% of components including family-friendly tutoring logistics, monitoring of tutoring, and family communications within tutoring delivery), instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement , and list of possible resources provided to students, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide students with technology, and approach to differentiation for students with disabilities and English learners. (25 points)	Provides a plan that coherently and cohesively includes 70% of components including family-friendly tutoring logistics, monitoring of tutoring, and family communications within tutoring delivery), instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement , and list of possible resources provided to students, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide students with technology, and approach to differentiation for students with disabilities and English learners. (15	Provides a plan that coherently and cohesively includes some of components including family-friendly tutoring logistics, monitoring of tutoring, and family communications within tutoring delivery), instructional resources used to develop programming, including Tennessee Foundational Skills Curriculum Supplement , and list of possible resources provided to students, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the program (minimum specifications), software required for program participation (if applicable) and plan to provide students with technology, and approach to differentiation for students with disabilities and English learners. (5 points)

	students with technology, and approach to differentiation for students with disabilities and English learners. (35 points)	English learners. (30 points)		points)	
Tutoring Rubric and Staff Plan	Rubric clearly outlines foundational literacy skills knowledge, teaching experiences, and intervention skills necessary to provide TDOE aligned, high quality tutoring as well as a staffing plan that can support the flexible logistics necessary for families as well as staffing necessary for maximum student capacity. A plan to train tutors in week one early reading training content is present. Resumes of program leadership explicitly demonstrate clear capacity to meet project outcomes. Organization chart demonstrates clear capacity to select and train providers and successfully accommodate the program on a large scale (35 points)	Rubric outlines foundational literacy skills knowledge, teaching experiences, and intervention skills necessary to provide TDOE aligned, high quality tutoring but the staffing plan may need more development to support the flexible logistics necessary for families as well as staffing necessary for maximum student capacity. A plan to train tutors in week one early reading training content is present. Resumes of program leadership demonstrate capacity to meet project needs. Organization chart demonstrates clear capacity to select and train providers and accommodate the program on a large scale. (30 points)	Rubric outlines foundational literacy skills knowledge, teaching experiences, and intervention skills necessary to provide TDOE aligned, high quality tutoring but the staffing plan does not support the flexible logistics necessary for families and may not support the maximum student capacity. A plan to train tutors in week one early reading training content is present. Personnel plans exist within tolerable range based on organization chart and provided resumes of program leadership. (25 points)	Rubric outlines foundational literacy skills knowledge, teaching experiences, and intervention skills necessary to provide TDOE aligned, high quality tutoring the staffing plan does not support the flexible logistics necessary for families or staffing necessary for maximum student capacity. A plan to train tutors in week one early reading training content is present. Project's assembled personnel/anticipated personnel expose weaknesses in plan design. (15 points)	Rubric does not align to foundational literacy skills knowledge, teaching experiences, and intervention skills necessary to provide TDOE aligned, high quality tutoring. Insufficient information about personnel/anticipated personnel to gauge feasibility. (5 points)

Attachment B: Pro Forma 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.

See sample *Pro Forma* Contract below.

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 **Grantee Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of Connected Literacy Partners, 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. **Account Holders:** parents or guardians of students who have been identified as eligible for participation by their LEA and registered on the family Platform
 - b. **Application(s) ("Family Application(s)):** State-approved form within the Platform with a set of questions the Account Holders must complete to apply and/or track the State or Federal funds that they are awarded
 - c. **Community Partner(s):** including the Grantee, these are local community organizations that have established programming to support a defined Tennessee urban area with educational needs and collaborative projects around student-focused programming

- d. **Connected Literacy Program:** a federally funded project with the goal of remediating student learning loss and accelerating literacy development by providing early grades literacy supports for Tennessee's youngest learners
- e. **Early Reading Training:** a full week of online, asynchronous learning experience focusing on concepts of foundational literacy and sounds-first approach provided by the State
- f. **Family Literacy Council:** a group of stakeholders (i.e. parents of enrolled students, Community Partners, representatives from Local Education Agencies, and the Connected Literacy team) who will meet monthly during each Semester of Service to provide Connected Literacy Program feedback and ensure a continuous improvement cycle
- g. **Foundational Reading Skills:** the continuum of skills that research has demonstrated are required to systematically teach reading, including Phonological Awareness, Phonemic Awareness, fluency, Decoding, and vocabulary development
- h. **Oral Language:** spoken language, including spoken words and articulated sounds. Also referred to as vocal language
- i. **Participant(s):** a student who completes 85% of tutoring sessions (approximately 31 hours) of additional early-grades literacy instruction or remediation across the Semester of Service
- j. **Phonemic Awareness:** the specific ability to focus and manipulate individual sounds in spoken words
- k. **Phonological Awareness:** the ability to manipulate Oral Language including words, syllables, onsets and rimes
- l. **Platform:** the term describes an Internet based marketplace and account systems for Account Holders, which is/will be the platform procured through a separate contract
- m. **Regional Support Coordinator:** Local State contracted program manager serving as a liaison between the Local Education Agency and Community Partner and on-site program support for all stakeholders.
- n. **Semester of Service:** a community provider will provide twelve weeks of tutoring to at least 3,500 students within four different calendar windows between August 2021 and July 2023.
- o. **Significant Reading Deficiency:** student literacy results that do not meet the minimum skill levels of reading competency, as defined by the State, in the areas of Phonemic Awareness, phonics, vocabulary development, reading fluency, oral reading skills, and reading comprehension for the student's grade level
- p. **Technology Supports:** equipment (i.e., laptops and hotspots) necessary for students to fully participate in the Grantee's Connected Literacy Program
- q. **Tennessee Foundational Skills Curriculum Supplement:** an open-source suite of instructional materials and aligned supports for teachers, designed to support the teaching of Tennessee's foundational skills standards for English language arts in grades pre-K–2
- r. **Tutor(s):** an educator that provides Foundational Reading Skills expertise who is vetted by the Grantee and provides tutoring supports to enrolled students before/after school and on weekends
- s. **Universal Assessment:** State-approved, Tennessee Universal Reading Screener to be used for pre- and post-assessment of enrolled students

- A.3. The Grantee shall support the Connected Literacy Project, aimed at recovering student learning loss and accelerating literacy development by providing vital early grades literacy support for our youngest students (grades 1-3) who were most impacted by the COVID-19 pandemic. This support includes recruiting families, training tutors, and coordinating student tutoring for before/after school and weekends; ensuring students have access and technology; and providing supplemental instructional materials as needed.
- A.4. Tutor Recruitment: The Grantee shall create a plan for the recruitment, selection, and training of Tutors prior to the start of instruction. The State will serve as a strategic thought-partner in planning for Tutor recruitment.
- The Grantee shall create a rubric for the selection and hiring of Tutor selection.
 - The Grantee shall obtain State and the LEA approval of the rubric prior to the hiring of Tutors.
 - The Grantee shall develop a detailed recruitment plan that demonstrates capacity to onboard and support the necessary number of Tutors to support the Connected Literacy Program.
 - The Grantee shall be responsible for conducting criminal background checks for all selected Tutors prior to the start of instruction. The background checks must include database searches of the Tennessee Bureau of Investigation ("TBI") and Federal Bureau of Investigation fingerprint records, TBI Criminal History, Tennessee Sexual Offender Registry, and Tennessee Orders of Protection.
- A.5. Connected Literacy Program Design: Prior to delivering Tutoring, the Grantee shall provide the State and LEA with an outline of tutoring duration, attendance plan, method of delivery, curriculum, training/ qualifications of instructional personnel, technology required for the Connected Literacy Program (minimum specifications), software required for Connected Literacy Program participation (if applicable), grade levels served, objectives, accessibility, and approach to differentiation for students with disabilities and English learners.
- A.6. Connected Literacy Program Training: The Grantee shall ensure that all Tutors attend session one of Early Reading training provided by the State, "Early Literacy Training". This training on Foundational Reading Skills addresses the research around foundational literacy, print concepts and Phonemic Awareness and Phonological Awareness, phonics and word recognition, developing skilled readings, sounds first instruction and high-quality instructional materials. Participants will complete asynchronously (i.e., at their own pace without real-time instructor interaction) using the State's learning management system, over the course of one week. The Grantee must ensure all tutors complete the entirety of Training Week One and receive a passing score on the competency test.
- The Grantee shall track Tutor training and ensure that all Tutors have completed Early Reading Training and passed the summative assessment before the start of instruction.
 - The Grantee shall submit verification of Tutor training to the State at least 48 hours prior to the start of instruction.
- A.7. The Grantee shall attend a mandatory Connected Literacy Program kickoff meeting prior to the start of services.
- The kickoff meetings will be mandatory for Connected Literacy Program leadership.
 - During the Connected Literacy Program kickoff, the Grantee will be instructed on invoicing, Universal Assessment requirements, training, and other tenets of the Connected Literacy Program.
 - The Grantee shall ensure all Tutors are trained on the Universal Assessment prior to the start of instruction.
- A.8. The Grantee shall participate in planning and strategy meetings with the LEA and the State prior to the launch of their Connected Literacy Program.
- Planning and strategy meetings will serve to aid in the development of plans for Tutor recruitment and selection, family recruitment and engagement, and additional expectations of the program.

- A.9. Connected Literacy Program Development and Delivery: The Grantee shall develop and deliver a Connected Literacy Program, to be approved by the State prior to use, to address student learning loss for students with Significant Reading Deficiency and accelerate literacy development by providing literacy supports for grades 1-3. The Grantee shall deliver supports via in-person instruction or, in rare occasions, through streaming video when in-person instruction is not available. Instruction must take place synchronously.
- a. In Person: Deliver content via a face-to-face meeting, following current State and local government (district or city/county level) safety protocols, in a school or tutoring setting to allow Account Holders to receive content in real time in the same place as the content deliverer (such as a teacher or Tutor), complete exercises via a digital platform or via print acceptable methods of delivery include small groups of up to 3 students.
 - b. Streaming Video: Stream via multimedia that is constantly received by and presented to a student that allows interaction via voice and video in a one to three ratio format via platforms such as Zoom, Microsoft Teams, Google Classroom, WebEx, or another secure virtual meeting space.
- A.10. The Grantee's Connected Literacy Program shall be offered to the first through third grade students in the Grantee's region via a Semester of Service session (approximately 12 weeks) in fall or spring for a total of four (4) Semesters of Service programming via one of the methods described above in A.4.a-c.
- a. Focus on Phonological Awareness (e.g., syllables, phonemes), Phonemic Awareness, focus on decoding (e.g., alphabetic principle, spelling-sound correspondences), focus on word recognition, focus on applying skills within text.
- A.11. Family Recruitment: The Grantee shall work in partnership with the LEA to recruit eligible families for enrollment in the Connected Literacy Program.
- a. The Grantee shall recruit families from the list provided by the LEA.
 - b. The Grantee shall only use State-provided systems for the Platform for Family Applications.
 - c. The Grantee shall engage the State as a strategic partner in planning for family recruitment.
 - d. The Grantee shall enroll at least **NUMBER** students of the **NUMBER** identified as eligible.
 - e. The Grantee shall include informational fliers in multiple languages, as identified by the Grantee based on community need and approved by the State, and enrollment information to eligible families within the county prior to the enrollment period.
 - f. The Grantee shall be available to assist families with enrollment on the family Platform if needed.
- A.12. The Grantee shall track student attendance and report to the State's Connected Literacy Family and Vendor Liaison no less often than monthly.
- a. An attendance plan must be submitted as part of the Tutor application to identify strategies for ensuring adequate participation in the Connected Literacy Program.
 - b. The Grantee shall work with the Regional Support Coordinator to increase attendance & participation of families who are not on track to attend at least 85% of tutoring sessions.
 - c. The Grantee shall only use State-provided systems for the Platform for attendance tracking.
- A.13. The Grantee, in conjunction with the LEA, shall submit to the State a family engagement strategy plan as a required element, acknowledging the importance of meaningful engagement and partnership with families. The Grantee shall submit this plan within two weeks of the Grant Contract Start Date. The Grantee shall engage the State as a strategic partner in the creation of a family engagement plan. The Grantee must include:
- a. Communication plan
 - b. Outreach strategies, and sample templates
 - c. Student safety, accessibility, and technology requirements in the family engagement plan.

- A.14. The Grantee shall distribute monthly family surveys to participating families for Connected Literacy Program feedback on behalf of the State.
- a. Survey links will be sent to the Grantee via email prior to each month during the Semester of Service.
 - b. The Grantee shall distribute survey links to enrolled families, and results will come directly to State.
- A.15. The Grantee shall coordinate with the LEA's Regional Support Coordinator.
- A.16. The Grantee shall create a regional Family Literacy Council to serve during its Semester of Service.
- a. Council members must include representatives from the other Community Partners, enrolled families, members of the Connected Literacy team, and representatives from the LEA.
 - b. The Family Literacy Council shall convene monthly.
 - c. The Grantee shall coordinate with the Regional Support Coordinator, who is responsible for scheduling Family Literacy Council meetings and coordinating with the State's Family Liaison to determine best practices and implementation of the Family Literacy Council.
- A.17. The Grantee shall allow members of the Connected Literacy team to observe tutoring sessions as needed throughout the Semester of Service.
- A.18. Pre- and Post-Test: The Grantee shall proctor a common pre-test (i.e., Universal Assessment) for all participating students and a common post-test, which will be provided by the State, with all participating students who attended at least 85% of their Connected Literacy Program. The Grantee shall follow State-outlined universal screener expectations and Grantee-based security measures to keep all materials stored safely and follow all instructions provided by the State.
- A.19. Connected Literacy Program Management: The Grantee shall work with the Regional Support Coordinator to:
- a. Support the regional Connected Literacy programming;
 - b. Provide face-to-face technical support;
 - c. Take part in monthly debriefings with the Connected Literacy team; and
 - d. Coordinate and run the Family Literacy Council as part of the continuous cycle of improvement.
- A.20. Technology: The Grantee shall provide Technology Supports (i.e., laptops & hotspots) using funds of up to \$335.00/student to families who are in need of technology in order to access tutoring and have requested and demonstrated need for support upon enrolling in the Connected Literacy Program.
- a. All provided equipment must be compatible with the student's home LEA computer purchases. The Grantee shall coordinate with their partner LEA to determine compatible Technology Support for students before purchasing and distributing equipment.
 - b. The Grantee shall only purchase Technology Supports as needed for families who have requested and demonstrated need in order to fully participate in the Connected Literacy Program.
 - c. The maximum reimbursement for Technology Supports shall not exceed \$AMOUNT.
 - d. All technology will meet the minimum specifications as determined and approved by the LEA. Devices should be comparable to existing device specifications used and purchased by the LEA for the student's grade level
 - e. The Grantee shall be responsible for coordinating pick up and/or delivery of Technology Supports to qualifying families.
 - f. In the event that equipment is damaged or not functioning, the Grantee shall be responsible for its replacement. Additional State funds will not be permitted to purchase replacement equipment.
 - (1) If equipment is damaged or destroyed due to student misuse, the Grantee is not liable for its replacement.

- g. The Grantee shall be responsible for any technical/IT support needed during their Semester of Service as related to technology equipment.
 - h. Upon completion of the Semester of Service, Technology Support will remain with the family if they have an attendance rate of 80% or higher.
 - i. The Grantee shall submit proof of purchase of technology equipment to the State as part of their invoicing requirement.
 - (1) The State will only reimburse the Grantee for the amount of equipment requested by families to be used for the Connected Literacy Program.
 - (2) If Technology Supports are not required for participation in the Grantee's Connected Literacy Program, the State shall not reimburse the Grantee for any equipment purchased.
 - j. Ownership / Title – The Grantee shall ensure that technology will be owned by family of student receiving tutoring services. The cost of the computer as stated will be considered a supply.
- A.21. Open Licensing Requirements: In accordance with [2 CFR 3474.20](#), the Grantee shall openly license to the public the grant deliverables created in whole, or in part, as a result of this Grant Contract.
- A.22. The Grantee shall ensure that all services provided under this Grant Contract are compliant with state and federal requirements relating to accessibility and student safety, including the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973, and the Children's Internet Protection Act.
- A.23. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment D**, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **seven (7) 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.

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 (\$AMOUNT)** ("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:

Pam Kimbrough | Business Manager
Office of Academics
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
Pam.Kimbrough@tn.gov

- 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 Academics
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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

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

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

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

The State:

Dr. Lisa Coons, Chief Academic Officer
Office of Academics
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
Lisa.Coons@t.gov
(615) 571-6145

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address
Email Address
(###) ###-####

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board

(GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete **Attachment B** to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on **Attachment B** shall complete **Attachment C**. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors. The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee

shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

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

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

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

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

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This Grant Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.
- To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.
- Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead, Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.
- The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the

Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers’ compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers’ compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars **(\$1,000,000)** per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

d. Sexual Abuse and Molestation Insurance

- 1) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- 2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

- E.3. 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.4. Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can

demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- E.5. 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.6. 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

Page 1 of 2

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expenses 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

Page 2 of 2

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES, BENEFITS & TAXES	AMOUNT
Pay for Tutors	\$0.00
Training Stipends for Tutors	\$0.00
Program Administration / Management	\$0.00
TOTAL	\$0.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Technology Supports	\$0.00
Miscellaneous Supplies	\$0.00
Family Outreach / Communication	\$0.00
TOTAL	\$0.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Family Literacy Council	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Overhead	\$0.00
TOTAL	\$0.00

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)	S425B200027
Federal award date	08/03/2020
CFDA number and name	84.425B
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)	\$20,000,000.00
Name of federal awarding agency	US Department of Education
Name and contact information for the federal awarding official	Karen Dorsey Hargrove Karen.Dorseyhargrove@ed.gov (202) 453-6695
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	%