

RFA AMENDMENT RELEASE DATE: 9/22/21

**EPP Programmatic Innovation Grant**

Request for Application

Tracking #: 2116033105GRF2

State's response to vendor questions and comments

RFA IS AMENDED AS FOLLOWS:

1. The State's responses to questions and comments in the table below amend and clarify this RFA.

*Any restatement of RFA text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFA document.*

#	QUESTION	STATE RESPONSE
1	Is the Department's intention to award the total amount of \$2.5 million to only one EPP in Tennessee, or will smaller allotments be divided up among multiple recipients?	The intention is for the Department to award up to \$2,500,000.00 to one in-state EPP in Tennessee.
2	Is this grant limited to teacher training/credentialing or open to other areas of licensure endorsement (i.e., education leadership)?	No, this grant is not limited to the implementation of innovations with the teacher training/credentialing space. The Department is open to EPPs proposing innovations that would impact other areas of licensure and endorsement (e.g., education leadership). The "Innovation Categories" listed in the table on pages 5-7 of this RFA document are meant to serve as a guide as applicants consider what innovations to propose, but applicants may decide to propose other types of innovations not outlined in that table if they so choose.
3	Are applicants required to propose programmatic innovations within their grant applications that directly correspond to all of the "Innovation Categories" listed in the table on pages 5-7 of this RFA Document?	No, applicants are not required to propose programmatic innovations that directly correspond to all of the "Innovation Categories" listed in the table on pages 5-7 of this RFA document. This table has been included as a helpful guide to EPPs as they consider what programmatic innovations they would like to propose as part of their grant application. Applicants should refer to the Technical Response and Attachment A: Scoring Rubric section of the RFA document

		to view more specific requirements around the applicant's written proposal.
4	What are the requirements in terms of page limitations, formatting, etc. for the technical response?	There are no page limitations or specific formatting requirements we've laid out as of now for the technical response section. Applicants may include tables, visuals, text, or any other needed information within your response, so long as all materials can be captured in 1 PDF that can be transmitted via email to <a href="mailto:Ben.Gagne-Maynard@tn.gov">Ben.Gagne-Maynard@tn.gov</a> . Physical copies of applications will not be accepted. The instructions for submission can be found in the RFA document, specifically in the "Application Procedures" section.
5	We gather from the RFA that the following documents are required as part of the application: mandatory requirements, technical response, proposed budget, and letter of support from the institution's executive team. Are these all of the required documents?	Yes, all of the sections and documents noted in the question are the required portions of your Grant application. The letter(s) of support must be attached to the application document and submitted along with all other materials.
6	We also note the following statement in the RFA: "All applications must be signed by the applicant's authorized signatory." Does the signature on the letter of support meet this requirement, or is there another place in the application that the Department requires an authorized signature?	Applicants must submit a signed letter of support and must include a signature from the applicant's authorized signatory on the cover page of the PDF application submitted to the Department.
7	Will the Department host a webinar regarding this RFA?	As of now, the Department does not have an informational webinar scheduled for this grant opportunity. Questions related to this RFA can continue to be directed to <a href="mailto:Ben.Gagne-Maynard@tn.gov">Ben.Gagne-Maynard@tn.gov</a>



Department of  
**Education**

## EPP Programmatic Innovation Grant 2021 Request for Applications (RFA)

Tennessee Department of Education | August 2021

**Application Due Date: October 29, 2021**



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# General Information

## ***Background***

Strong teacher preparation stands at the core of Tennessee’s efforts aimed at ensuring all students have access to high-quality educators and instruction. However, external challenges often leave education preparation providers (EPPs) fighting an uphill battle. EPPs in Tennessee are consistently confronted with recruitment, financial, and content delivery challenges that threaten the effectiveness, scale, flexibility, and sustainability of their programming options aimed at placing high-quality educators into Tennessee’s schools and districts. According to the U.S. Department of Education’s Higher Education General Information Survey (2018), the number of graduates earning a bachelor’s degree in education dropped 51% from 1971 to 2017<sup>1</sup>. Compared to significant increases in the same time frame for other fields such as agriculture (197%), biological sciences (227%), psychology (206%), and visual and performing arts (200%), schools are facing a serious teacher shortage. In recent years, Tennessee has seen a 25% decrease in number of graduates produced by state Educator Preparation Providers (EPP) from 4,019 in 2014 to 2,985 in 2018.

Despite these challenges, EPPs in Tennessee have continued to attract, retain, and produce high-quality educators on an ongoing basis and have sustained deep, lasting partnerships with schools and districts across our state. TDOE’s recent efforts aimed at promoting and facilitating programmatic innovations have also helped EPPs overcome some of these challenges by allowing providers to be more responsive to external developments in the education field. A variety of approaches can succeed: since 2016, TDOE initiatives such as the [EPP Innovation grants](#), the [2020 Special Education Additional Endorsement Grants](#), the [2021 Additional Endorsement Grant](#), and the [Grow Your Own competitive grants](#) have helped to successfully address common challenges by strengthening partnerships between EPPs and LEAs and lowering financial, geographic, and programmatic barriers that impact both EPPs and the teacher candidates they serve.

Looking outside of Tennessee, we see other examples of successful EPP programmatic innovations that have sparked progress and deepened local partnerships. One example includes the [University of Michigan](#), which has partnered with Detroit’s Marygrove College to explore a PreK-12 cradle-to-college model that utilizes a teacher residency model to draw [local Detroit teachers](#) into teaching roles. This unique approach puts universities close to the PreK-12

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<sup>1</sup> National Center for Educational Statistics. (2018). Bachelor's degrees conferred by postsecondary institutions, by field of study: Selected years, 1970-71 through 2016-17. Retrieved March 5, 2021, from [https://nces.ed.gov/programs/digest/d18/tables/dt18\\_322.10.asp](https://nces.ed.gov/programs/digest/d18/tables/dt18_322.10.asp)

setting, employs mentorship modeling, and serves as a proven model for future innovation that might be adapted in other contexts. While challenges facing EPPs existed pre-pandemic, the current climate serves as a unique window of opportunity to meet the pressing, present needs that face our schools, districts, and EPPs.

Building off of the work that has occurred both in Tennessee and around the country, the **EPP Programmatic Innovation Grant** seeks to deepen the existing partnership between TDOE and EPPs in Tennessee by empowering providers as they implement programmatic innovations that are designed to have a positive impact on both teacher candidates and the students they serve. We believe that if EPPs have the resources to research, develop, and actualize programmatic innovations that have clear, student-oriented goals in mind, not only will they discover short-term solutions that will better equip their own teacher candidates to be more effective teachers, but these innovations will ideally result in long-term, replicable processes that will help to improve educator and student outcomes across the entire state.

In order to make this belief a reality, the Department is seeking to partner with a currently approved, in-state EPP to design and implement major programmatic innovations over a roughly 2-year period in order to spark innovation, drive improvement, and fundamentally change how teachers and leaders are prepared in Tennessee.

### ***Procurement Purpose***

TDOE plans to award up to **\$2,500,000** in total grant funds, on a competitive basis, to **one (1) in-state EPP** in order to cover programmatic innovations and redesign efforts implemented by the selected awardee over a roughly **2-year period**, from **November 2021-September 2023**. Grant funds may cover a variety of project-related expenses that will be reviewed and approved by the TDOE. Interested EPPs will submit detailed applications and corresponding budgets that outline proposed innovations to their teacher preparation programs. The TDOE will offer both funding and technical support throughout the grant period to the selected EPP awardee as they implement programmatic changes, with the intention that such changes will be long-lasting, quantifiable, and replicable across the state.

EPP Applicants are asked to think creatively about which programmatic innovations they would like to implement over the course of the grant period and are encouraged to focus on innovations that will be sustainable and impactful upon both ***teacher effectiveness*** and ***student achievement***. **Possible innovations that EPP Applicants may propose may include, but are not limited to, the following:**

Innovation Category	Suggestions and Examples of Possible Programmatic Innovations	Intended Outcomes
Content and curriculum	<ul style="list-style-type: none"> <li>• Leverage best practices from virtual and hybrid learning to significantly adjust both the content and delivery model of coursework offered to teaching candidates.</li> <li>• Connect courses to “micro-credentials”.</li> <li>• Implement coursework and content innovations in order to better align curriculum with preparation standards.</li> </ul> <p>Examples:</p> <p>The <a href="#">EPP Innovation Grant</a> provided EPPs with the funds to equip their future teachers with training in high-quality instructional materials (HQIM).</p> <p>The US Department of Education identifies <a href="#">opportunities to advance education technology training</a> in teacher preparation.</p>	Adjusting content and curriculum to leverage instructional best practices will produce more creative and capable teachers who raise student outcomes through their instruction.
Funding	<ul style="list-style-type: none"> <li>• Revise student tuition and financial aid models.</li> <li>• Implement a tuition payment plan dependent on EPP graduates remaining in the classroom.</li> </ul> <p>Example: The federal <a href="#">Teacher Education Assistance for College and Higher Education (TEACH)</a> grant ties tuition payment to a commitment of four years of teaching.</p>	Reducing financial barriers to entering and remaining in the teaching profession will increase enrollment numbers in EPPs and increase teacher retention in the classroom.

<p>Structure of Clinical Practice</p>	<ul style="list-style-type: none"> <li>• Increase required number of hours spent in classroom for all teacher candidates</li> <li>• Provide tutoring and shadowing opportunities.</li> <li>• Implement a year-round EPP (heavier coursework in summer, clinical work in fall/spring with reduced course load).</li> </ul> <p>Example: EPPs may implement a clinical rotation model for future educators that functions similarly to hospital rotations for medical students.</p>	<p>By increasing exposure to PreK-12 educational settings, EPP graduates will better understand vertical alignment of their subject/grade, be more aware of their subject/grade preferences, and better appreciate their community. EPP graduates will therefore have higher job satisfaction and longer job retention.</p>
<p>Joint degree programs + creative placement models</p>	<ul style="list-style-type: none"> <li>• Implement a joint M.Ed./MBA program or create a consortium with other universities.</li> <li>• Create residency programs so teachers receive significant support during first year of teaching.</li> <li>• Implement a 3 +1 model, with coursework in the summer and fourth year being Master's in Education.</li> </ul> <p>Example: The <a href="#">Harvard Teaching Fellows</a> program offers Harvard College seniors and alumni a fully funded teacher licensure/certification pathway and a paid year-long teaching placement. Fellows may also earn an Ed.M. while teaching and receiving coaching.</p>	<p>EPP graduates overcome funding obstacles to certification while obtaining greater knowledge, experience, and support, ultimately increasing the likelihood and longevity of success in the classroom.</p>
<p>Personnel</p>	<ul style="list-style-type: none"> <li>• Hire and train more current education practitioners as instructional staff.</li> <li>• Increase number of faculty of color serving at the EPP.</li> </ul> <p>Example: Combine EPP, state, federal, and district power to set diversity goals and report</p>	<p>When future teachers are trained by diverse, highly effective practitioners, they will see a pathway of long-term success for themselves as teachers, ultimately increasing EPP graduation</p>

	annual progress to match staff-student numbers and <a href="#">eliminate harmful gaps</a> .	and retention in the classroom.
Timing and Delivery	<ul style="list-style-type: none"> <li>• Implement different timelines, schedules, and pathways to certification completion.</li> <li>• Make significant changes to the timing and mode of content delivery.</li> </ul> <p>Example: The Education Development Center outlines <a href="#">different distance education models</a> that successfully equip future teachers around the world. Blended learning teacher training programs such as Missouri's <a href="#">eMINTS program</a> combine Web-based and face-to-face instruction, modeling how teachers might incorporate technology into their own classrooms.</p>	Flexible and personalized training makes the teaching profession more accessible, increasing EPP enrollment and graduation rates.

In addition to the innovation categories and possible programmatic innovations listed above, Applicants may identify a different innovation area or focus area, justified by (1) a demonstrated need of Tennessee teachers and/or students that is not adequately addressed by current EPP practices and programs, and (2) research-backed evidence that such an innovation, if successfully implemented and executed, would address or eliminate that demonstrated need.

**As part of the grant application process, the Applicant must acknowledge and agree that in order to implement proposed programmatic innovations and changes as part of the grant program, any adaptations or adjustments made to an existing, approved EPP program, including any currently approved SAPs, must be reviewed and approved by the Department prior to implementation.**

Grant applications will be reviewed and scored with a focus on the quality, coherence, and feasibility of proposed innovations. Applicants are expected to provide a clear, well-supported argument for why their proposed innovations will drive improvement in teacher effectiveness and student achievement, and Applicants are expected to outline project milestones and deliverables that clearly map to budget line items within their grant application. Applicants will submit a proposed budget using the [Attachment B: Budget Template](#). Applicants are

encouraged to submit highly detailed, goal-oriented proposals that clearly outline both what their proposed innovations are and what the intended impact will be on teachers and students.

**Applicants must include a letter of support from a member of their institution's executive leadership team (President or Provost) as part of their application.** Letters of support from LEAs, institutions of higher education, or other organizations with which the applicant is partnering are also encouraged but are not required.

The initial grant contract term will begin in November 2021 (or upon contract approval) with an estimated maximum liability of \$2,500,000 in total to fund all the EPP awardee's proposed programmatic innovation and design work through September 2023. Payment will be disbursed via a reimbursement-based model, meaning payment will occur after certain milestones and/or project outcomes occur, as outlined in the awardee's project and implementation plan. **The EPP awardee must acknowledge and agree to the condition that payments will be reimbursement-based.**

Additionally, by accepting the grant, the **EPP awardee shall agree to allow at least one representative of the TDOE to serve on a project implementation and steering committee throughout the duration of the grant contract period.** This TDOE representative(s) will serve as a resource and thought-partner throughout the grant contract period, as they will work closely alongside the EPP's awardees project leadership team in order to collect monitor progress-to-milestones and to ensure that any programmatic innovations implemented comply with established processes and standards for program approval, as set forth in State Board of Education (SBE) Rule and Policy.

## ***Scope of Work***

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

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

## ***Communications***

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

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

## Review Process

All complete application packages received by the Department of Education on or before the application deadline will be reviewed by the Department's Chief of Human Capital and the Senior Director of Educator Licensure and Preparation to determine if they meet the Department's mandatory requirements. Please note that any programmatic changes that impact existing, approved programs may need to be reviewed by additional members of the Office of Educator Licensure and Preparation in order to gain initial approval.

Those applications that are deemed responsive will be forwarded to a peer review committee. The committee will provide each application with a technical merit score based upon the review criteria and rubric. The overall score will serve as the foundation for grant award decisions. The State has the sole discretion to determine the responsiveness of applications. The Department of Education reserves the right to not award all grant funds. **All awards are subject to the availability of funds. Grants are not final until the grant contract is executed.**

A copy of the scoring rubric can be found in [Attachment A](#).

## Schedule

Event	Time (central time zone)	Date
RFA Released	4:30pm	August 20, 2021
Deadline for written questions to be submitted to TDOE	4:30pm	August 31, 2021
TDOE releases responses to written questions	4:30pm	September 3, 2021

Application Deadline	4:30pm	October 29, 2021
Notice of Contract Award		November 5, 2021
Contract Signature Deadline	4:30pm	November 17, 2021
Proposed Contract Start Date		November 30, 2021
*Subject to approvals		

## Application Procedures

The application must be completed and submitted via email to [Ben.Gagne-Maynard@tn.gov](mailto:Ben.Gagne-Maynard@tn.gov) by **October 29, 2021 at 4:30 p.m. CST. Paper copies of this application will not be accepted.** All applications must be signed by the applicant's authorized signatory.

### ***Steps to submitting an application:***

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

## Application Components

### ***Mandatory Requirements (Pass/Fail)***

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

Applicant Name	
Mandatory Requirements	
1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Provide a brief background of your EPP that outlines, at a minimum, the size and demographics of your student body, profiles of notable faculty and program administrators, a brief summary of any	

historical developments in in the founding, expansion, and redesign of your EPP, currently approved Specialty Area Programs, and any other background information about the institution that applicant reviewers may benefit from knowing. This need not be longer than 1-2 paragraphs, and bullet points are also acceptable.

3. Attach at least one (1) signed letter of support from a member of the Applicant's executive leadership team. This letter of support should be signed by, at a minimum, the Applicant institution's President, Dean, Provost, or equivalently ranked executive leader.

Note: Letters of support from LEAs, institutions of higher education, or other organizations with which the applicant is partnering are also encouraged, but will not be scored as mandatory requirements.

4. List the proposed project implementation and steering committee team who will be assigned to oversee project implementation. This list should also include a resume/CV for each person listed. Submission must detail each individual's title, education, current position with applicant, and proposed role within the project implementation team.

Note: The applicant does not need to include the information of the TDOE team member(s) who will serve on the steering committee as part of this response.

5. Applicant must agree to allow at least one (1) TDOE staff member(s) to sit on the project steering and implementation committee as the awardee implements approved programmatic innovations during the grant contract period.

6. Applicant must acknowledge and agree that in order to implement proposed programmatic innovations and to execute on all associated milestones as part of the proposed grant project, any adaptations or adjustments made to an existing, approved EPP program, including any currently approved SAPs, must be reviewed and approved by the Department prior to implementation.

7. Applicant must acknowledge and agree that all project milestones within the grantee's project implementation plan must be approved by the TDOE before they are executed.

8. Applicant must acknowledge and agree to the condition that payments under the grant contract will be reimbursement-based, meaning payments to awardees will occur after services are rendered, meaning project milestones are met and/or project outcomes occur, as outlined in the awardee's project and implementation plan.

9. Provide a statement confirming that, if awarded a grant contract, the applicant will accept and agree to all terms and conditions set out in Attachment C: Pro Forma Grant Contract.

Note: if applicant is a TN state or local governmental entity, the applicant will accept and agree to all terms and conditions set out in Attachment D: Pro Forma Interagency Grant Agreement.

10. Submit a proposed budget (using the Attachment B: Budget Template) for the program.

Evaluator Identification:

## Technical Response (100 Points)

<b>Applicant Name:</b>		
<b>Technical Response</b>	<b>Maximum Points</b>	<b>Assigned Points</b>
<p>1.) Provide a detailed summary of the applicant's proposed programmatic innovation(s) to be made over the course of the grant period. This detailed summary must include, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• A description of how the proposed programmatic innovation(s) will result in different and more effective practices, frameworks, and/or approaches in the future, particularly if the applicant is adjusting an existing practice, framework, and/or approach that is currently in place,</li> <li>• A description of how the proposed programmatic innovations interact with what currently exists, particularly if the applicant is proposing a programmatic</li> </ul>	25	

<p>innovation(s) that will establish a new practice, framework, or approach within their institution,</p> <ul style="list-style-type: none"> <li>• A description of the anticipated positive impacts of the proposed programmatic innovation(s) on both educator effectiveness and student achievement.</li> </ul>		
<p>2.) Provide a justification of approach for the Applicant’s proposed EPP programmatic innovation(s). The response must, at a minimum, address the following questions:</p> <ul style="list-style-type: none"> <li>• What challenge(s) or barrier(s) to success are you trying to address with the proposed innovations outlined in this grant?</li> <li>• How did the applicant EPP identify the particular challenge(s) or barrier(s) they are seeking to address?</li> <li>• On a high-level, how will the proposed programmatic innovation(s) address the challenge or barrier you have identified?</li> </ul>	15	
<p>3.) Provide a clear project implementation outline that highlights how the applicant will leverage grant funds and technical support in order to implement their proposed programmatic innovation(s) over the course of the grant period. Applicant must include, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• A detailed project timeline that includes milestones, project phases, deliverables, and outputs made by both the EPP applicant and TDOE.</li> <li>• An outline of potential failure risks and associated mitigation strategies.</li> <li>• An outline of how the applicant will ensure successful, ongoing monitoring of pilot implementation.</li> </ul>	30	

<ul style="list-style-type: none"> <li>• An outline that highlights the process by which the project implementation strategy will be adjusted based on data and project evaluation metrics.</li> </ul>		
<p>4.) Submit a budget narrative that corresponds with the applicant’s proposed budget (Budget Attachment B). This budget narrative must clearly outline the following:</p> <ul style="list-style-type: none"> <li>• A description of how the proposed project expenditures align with Applicant’s proposed programmatic innovations</li> <li>• An outline of itemized costs, outlined by semester, quarter, or project phase.</li> <li>• A clear description of whether proposed costs are real or estimated</li> <li>• A detailed breakdown of each line item and an accompanying explanation of how the applicant arrived at the proposed expenditures outlined in the budget</li> </ul>	10	
<p>5.) Outline the measurability, replicability, sustainability, and scalability of applicant’s proposed programmatic innovation(s). The response must address, at a minimum, the following questions:</p> <ul style="list-style-type: none"> <li>• How will applicant measure efficacy of its programmatic innovation?</li> <li>• If successful, how will applicant’s programmatic innovation continue to positively impact the success of TN teachers and students beyond the timeframe of the immediate grant period?</li> <li>• If successful, to what extent could applicant’s programmatic innovation be implemented and replicated more widely across the applicant’s institution and/or the state?</li> </ul>	10	

<ul style="list-style-type: none"> <li>• How will the Applicant ensure this innovation is sustainable beyond the term of the grant award?</li> </ul>		
<p>6.) Provide details regarding the applicant's capacity to carry out the expectations of this grant. The response should provide a summary of, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• All internal offices, teams, and personnel that will be responsible for project implementation and management</li> <li>• At least one (1) historical example of a major institutional initiative or programmatic innovation that has been implemented by the applicant institution within the last five (5) years. Summary should include a description of the initiative/innovation, teams and partners involved in implementation, duration of project implementation period, and the end results of the applicant's efforts.</li> </ul>	10	

## Attachment A: Scoring Rubric

		Not Addressed			Maximum Points
Scoring Values	#1	0	5	10	25
	#2	0	5	10	15
	#3	0	10	20	30
	#4	0	5	8	10
	#5	0	5	8	10

	#6	0	5		10
Technical Response #1		Not addressed.	Two or more required elements are not addressed or outlined in sufficient detail.	One required element is not addressed or outlined in sufficient detail.	Response successfully includes all required elements in sufficient detail
Technical Response #2		Response does <b>not</b> clearly articulate the challenge(s) or barrier(s) to success that the applicant is trying to address with the proposed innovations outlined in this grant.	<p>Response clearly articulates the challenge(s) or barrier(s) to success that the applicant is trying to address with the proposed innovations outlined in this grant.</p> <p>Applicant does <b>not</b> articulate how they identified the particular challenge(s) or barrier(s) they are seeking to address.</p> <p>Applicant does <b>not</b> identify how the proposed programmatic innovation(s) they've outlined in their response are meant to address the challenge or barrier they have identified.</p>	<p>Response clearly articulates the challenge(s) or barrier(s) to success that the applicant is trying to address with the proposed innovations outlined in this grant.</p> <p>Applicant does <b>not</b> clearly articulate how they identified the particular challenge(s) or barrier(s) they are seeking to address.</p> <p style="text-align: center;"><b>OR</b></p> <p>Applicant does <b>not</b> clearly identify how the proposed programmatic innovation(s) they've outlined in their response are meant to address the challenge or</p>	Response clearly addresses <b>all</b> questions outlined in Technical Response #2 and provides sufficient, relevant details to allow readers to understand the challenge(s) or barrier(s) to success that the applicant is trying to address with the proposed innovations outlined in this grant.

			barrier they have identified.	
Technical Response #3	Not addressed	<p>Two or more required elements are not addressed or outlined in sufficient detail within the project implementation outline.</p> <p>The project implementation outline does not clearly highlight how the applicant will leverage grant funds and technical support in order to implement their proposed programmatic innovation(s) over the course of the grant period.</p>	The project implementation outline clearly highlights how the applicant will leverage grant funds and technical support in order to implement their proposed programmatic innovation(s) over the course of the grant period, but one required element is not addressed or outlined in sufficient detail within the project implementation outline.	All required elements are addressed or outlined in sufficient detail within the project implementation outline. The project implementation outline clearly highlights how the applicant will leverage grant funds and technical support in order to implement their proposed programmatic innovation(s) over the course of the grant period.
Technical Response #4	Budget is incomplete or no budget narrative is provided.	Two or more required elements are not addressed or outlined in sufficient detail within the budget narrative in order to help the reader	One required element is not addressed or outlined in sufficient detail within the budget narrative in order to help the reader understand how	Budget narrative is coherent and compelling. Narrative thoroughly addresses all 4 requirements outlined in prompt and helps the help the reader understand how the applicant intends to leverage grant funds in order to successfully

		understand how the applicant intends to leverage grant funds in order to successfully implement the proposed programmatic innovation(s) outlined in their response.	the applicant intends to leverage grant funds in order to successfully implement the proposed programmatic innovation(s) outlined in their response.	implement the proposed programmatic innovation(s) outlined in their response.
Technical Response #5	Not addressed	Response is missing two or more detailed responses to the questions outlined in the prompt: (measurability, longevity, replicability, and sustainability).	Response is missing a clearly detailed response to the one of the questions outlined in the prompt: (measurability, longevity, replicability, and sustainability).	Response fully addresses how the programmatic innovation may be measurable, replicable, sustainable, and impactful beyond the immediate grant term. The response allows the reader to clearly understand how, if successful, the proposed programmatic innovation(s) outlined in this application could be implemented more widely across the institution and across the state, beyond the period of the initial grant award.

<p>Technical Response #6</p>	<p>Not addressed</p>	<p>Response is missing one required element, or the chosen historical example of a major institutional initiative or programmatic innovation that has been implemented by the applicant's institution within the last five (5) years does not clearly align with the type of programmatic innovation(s) the applicant has outlined in their proposal.</p>	<p>Response contains all required elements, and the chosen historical example of a major institutional initiative or programmatic innovation that has been implemented by the applicant's institution within the last five (5) years clearly aligns with the type of programmatic innovation(s) the applicant has outlined in their proposal.</p>
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# Attachment B: Budget Template

<b>GRANT BUDGET</b>				
<b>Additional Identification Information As Necessary</b>				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
<b>Applicable Period:</b>				
<b>POLICY 03</b>				
<b>Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	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	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	Amount

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	Amount

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	Amount

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	Amount

# Attachment C: Pro Forma Grant Contract

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

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

The *pro forma* contract substantially represents the document that the successful agency must sign if they are not a TN state or local governmental entity.

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

This Grant Contract, by and between the State of Tennessee, Tennessee Department of Education, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of development and implementation of programmatic innovations and associated project plan related to educator preparation program re-design, 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: **Tennessee**

Grantee Edison Vendor ID # **Number**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions: For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. Educator Preparation Provider ("EPP"):** An entity responsible for managing, operating, or coordinating programs for the preparation and licensure of teachers and other school personnel that has been approved by the Tennessee State Board of Education. There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency ("LEA").
  - b. Specialty Area Program ("SAP"):** Refers to academic programs within an approved EPP that lead to recommendation for educator licensure. SAPs are approved by the Tennessee State Board of Education.
- A.3. The Grantee shall be an approved EPP in the State of Tennessee and shall maintain approval throughout the Grant Contract period. The Grantee must agree that any adaptations or adjustments made to an existing, approved EPP program, including any adjustments made to currently approved SAPs, must be reviewed and approved by the State prior to implementation.
- A.4. The Grantee shall develop and implement one or more programmatic innovation(s), as outlined in the Grantee's competitive grant application response, that have been reviewed and approved by the State.
- A.5. The Grantee shall provide the following project deliverables to the State for review and approval prior to implementation of the Grantee's proposed programmatic innovation(s):
- a. A Project Implementation Plan (PIP) with defined metrics of success, implementation rollout plan and milestones. PIP may be in any format that satisfies the minimum criteria below but may not exceed two (2) files (for example, Grantee may submit milestone spreadsheet and a 10-page document for metrics of success and evaluation).

Unless otherwise approved by the State in writing, the Grantee shall provide a proposed PIP to the State for review and approval no later than (30) days after the contract effective date.

At minimum, PIP must include:

- i. Three to five short-term (within the next 2 years) and long-term (within 2-5 years) summative metrics of success. Each summative metric of success must have 1-2 accompanying formative metrics of success that can be reported at least on a semesterly basis. Metrics must be reasonably specific, measurable, achievable, realistic, and timely.
  - ii. Rollout plan with monthly, semesterly, and annual milestones. Progress-to-milestones must be reportable as either “on-track,” “off-track,” or “some concern.”
  - iii. Dates for steering committee meetings (see A.5.), delivery of Progress Report (see A.6.), and Summary of Findings reports (see A.6.).
- b. An Evaluation Plan (“Evaluation Plan”) that is aligned to short-term and long-term metrics outlined in A.3.a. Evaluation Plan may be in any format that satisfies the minimum criteria below but may not exceed one (1) file.

Unless otherwise approved by the State in writing, the Grantee shall provide a proposed Evaluation Plan to the State for review and approval no later than (30) days after the contract effective date.

At minimum, Evaluation Plan must include:

- i. Evaluation questions (these may be closely related to formative metrics), data collection processes, and responsible parties.
- ii. Plans for collection of a semesterly Progress Report (“Progress Report”), as outlined in A.7.
- iii. Plans for development and delivery of annual Summary of Findings report, as outlined in A.7.
- iv. Plans for programmatic iteration in response to evaluation of collected data. If evaluation during the Grant Period leads Grantee to change any substantial component of the programmatic innovation, resulting changes must be approved by the State.

A.5. The Grantee shall form and maintain a Steering Committee (“Steering Committee”) throughout Grant contract period to monitor and support project implementation. The Grantee must agree to allow at least one (1) representative of the State to serve on the Steering Committee, for the duration of the Grant contract period, for the purpose of monitoring progress and providing technical expertise. The Steering Committee shall meet in a format and on a schedule that is mutually agreed upon by the State and the Grantee. The Steering Committee shall meet no more than monthly and no less than every three (3) months.

A.6. The Grantee shall agree to allow the State to conduct research on the efficacy of the Grantee’s approved programmatic innovation(s) via focus groups, interviews, and/or surveys to program participants and/or Grantee program leadership.

A.7. The Grantee shall provide to the State, at minimum, the following ongoing project deliverables during the Grant Contract period:

- a) A semesterly Progress Report (“Progress Report”), provided to the State in the form of written files (e.g., presentation slides or PDF documents) or video session. Progress Report must be submitted to the State according to the timelines and requirements set within the approved PIP and Evaluation Plan as outlined in A.3.

1. Each Progress Report must include, at minimum, the following data:

- i. Summary of all grant-related activities that have occurred in the semesterly reporting period (if applicable)
- ii. Summary of project milestones accomplished to date (if applicable)
- iii. Summary of project milestones approaching in the coming semester
- iv. Grant expenditures to date
- v. Summary of risks and project implementation challenges, with accompanying recommendations for mitigating actions

- b) An annual Summary of Findings Reports (“Summary of Findings Report”), according to timelines and requirement set within the approved PIP and Evaluation Plan as outlined in A.3.

1. The annual Summary of Findings reports must be provided via live video meeting. These reports should summarize progress-to-date and should highlight any quantifiable evidence of progress towards project goals. The Summary of Findings reports shall include all elements outlined in A.7.a.1., along with any other report elements outlined in the Grantee’s Project Implementation Plan and Evaluation Plan that have been approved by the State.

A.8. Upon request from the State, the Grantee shall allow all Progress Reports and Summary of Findings Reports to be made available to other EPPs in Tennessee, with the intent of exchanging best practices and tracking the success the Grantee’s approved programmatic innovation(s).

A.9. Incorporation of Federal Award Identification Worksheet: The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee’s proposal (Attachment E) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF GRANT CONTRACT:**

B.1. This Grant Contract shall be effective on **November 30, 2021** (“Effective Date”) and extend for a period of **twenty-two (22)** months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

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

**C. PAYMENT TERMS AND CONDITIONS:**

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

Zion Miles Woodhull  
Special Projects & Operations Manager  
Office of Human Capital  
Andrew Johnson Tower, 9th Floor  
710 James Robertson Parkway, Nashville, TN 37243  
c. 615-600-2892  
miles.woodhull@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 Human Capital**

- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to **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:

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

The Grantee:

**Grantee Contact Name & Title**  
**Grantee Name**  
**Address**  
**Email Address**  
**Telephone # Number**  
**FAX # Number**

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and Applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

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

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

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

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

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

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

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

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

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

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

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any

databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

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

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

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but

not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

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

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**DR. PENNY SCHWINN, COMMISSIONER**

**DATE**

GRANT BUDGET				
Additional Identification Information As Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: DATE END: DATE				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	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	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<sup>1</sup> 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>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</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](mailto: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.

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee’s fiscal year</b>
Federal pass-through funds <ul style="list-style-type: none"><li>a. Funds passed through the State of Tennessee</li><li>b. Funds passed through any other entity</li></ul>	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

**Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto: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  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity’s contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity’s Edison Vendor ID number, if applicable: \_\_\_\_\_

**Federal Award Identification Worksheet**

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

**Attachment E Placeholder – Grantee Proposal**

# Attachment D: Pro Forma Inter Agency Grant Contract

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

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

The *pro forma* contract substantially represents the document that the successful entity must sign if they are a TN state or local governmental entity.

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

This Grant Agreement, by and between the State of Tennessee, Tennessee Department of Education, (the "Grantor State Agency"), and [Insert Name of State Agency] (the "Grantee"), is for the provision of development and implementation of programmatic innovations and associated project plan related to educator preparation program re-design, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
  
- A.2. Definitions: For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
  - c. Educator Preparation Provider ("EPP"):** An entity responsible for managing, operating, or coordinating programs for the preparation and licensure of teachers and other school personnel that has been approved by the Tennessee State Board of Education. There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency ("LEA").
  - d. Specialty Area Program ("SAP"):** Refers to academic programs within an approved EPP that lead to recommendation for educator licensure. SAPs are approved by the Tennessee State Board of Education.
  
- A.3. The Grantee shall be an approved EPP in the State of Tennessee and shall maintain approval throughout the Grant Contract period. The Grantee must agree that any adaptations or adjustments made to an existing, approved EPP program, including any adjustments made to currently approved SAPs, must be reviewed and approved by the Grantor State Agency prior to implementation.
  
- A.4. The Grantee shall develop and implement one or more programmatic innovation(s), as outlined in the Grantee's competitive grant application response, that have been reviewed and approved by the Grantor State Agency.
  
- A.5. The Grantee shall provide the following project deliverables to the Grantor State Agency for review and approval prior to implementation of the Grantee's proposed programmatic innovation(s):
  - c. A Project Implementation Plan (PIP) with defined metrics of success, implementation rollout plan and milestones.** PIP may be in any format that satisfies the minimum criteria below but may not exceed two (2) files (for example, Grantee may submit milestone spreadsheet and a 10-page document for metrics of success and evaluation).

Unless otherwise approved by the Grantor State Agency in writing, the Grantee shall provide a proposed PIP to the Grantor State Agency for review and approval no later than (30) days after the contract effective date.

At minimum, PIP must include:

- i. Three to five short-term (within the next 2 years) and long-term (within 2-5 years) summative metrics of success. Each summative metric of success must have 1-2 accompanying formative metrics of success that can be reported at least on a semesterly basis. Metrics must be reasonably specific, measurable, achievable, realistic, and timely.
  - ii. Rollout plan with monthly, semesterly, and annual milestones. Progress-to-milestones must be reportable as either “on-track,” “off-track,” or “some concern.”
  - iii. Dates for steering committee meetings (see A.5.), delivery of Progress Report (see A.6.), and Summary of Findings reports (see A.6.).
- d. An Evaluation Plan (“Evaluation Plan”) that is aligned to short-term and long-term metrics outlined in A.3.a. Evaluation Plan may be in any format that satisfies the minimum criteria below but may not exceed one (1) file.

Unless otherwise approved by the Grantor State Agency in writing, the Grantee shall provide a proposed Evaluation Plan to the Grantor State Agency for review and approval no later than (30) days after the contract effective date.

At minimum, Evaluation Plan must include:

- i. Evaluation questions (these may be closely related to formative metrics), data collection processes, and responsible parties.
- ii. Plans for collection of a semesterly Progress Report (“Progress Report”), as outlined in A.7.
- iii. Plans for development and delivery of annual Summary of Findings report, as outlined in A.7.
- iv. Plans for programmatic iteration in response to evaluation of collected data. If evaluation during the Grant Period leads Grantee to change any substantial component of the programmatic innovation, resulting changes must be approved by the Grantor State Agency.

- A.5. The Grantee shall form and maintain a Steering Committee (“Steering Committee”) throughout Grant contract period to monitor and support project implementation. Grantee must agree to allow at least one (1) representative of the Grantor State Agency to serve on the Steering Committee, for the duration of the Grant contract period, for the purpose of monitoring progress and providing technical expertise. The Steering Committee shall meet in a format and on a schedule that is mutually agreed upon by the Grantor State Agency and the Grantee. The Steering Committee shall meet no more than monthly and no less than every three (3) months.

- A.6. The Grantee shall agree to allow the Grantor State Agency to conduct research on the efficacy of the Grantee's approved programmatic innovation(s) via focus groups, interviews, and/or surveys to program participants and/or Grantee program leadership.
- A.7. The Grantee shall provide to the Grantor State Agency, at minimum, the following ongoing project deliverables during the Grant Contract period:
- c) A semesterly Progress Report ("Progress Report"), provided to the Grantor State Agency in the form of written files (e.g., presentation slides or PDF documents) or video session. Progress Report must be submitted to the Grantor State Agency according to the timelines and requirements set within the approved PIP and Evaluation Plan as outlined in A.3.
    - 1. Each Progress Report must include, at minimum, the following data:
      - vi. Summary of all grant-related activities that have occurred in the semesterly reporting period (if applicable)
      - vii. Summary of project milestones accomplished to date (if applicable)
      - viii. Summary of project milestones approaching in the coming semester
      - ix. Grant expenditures to date
      - x. Summary of risks and project implementation challenges, with accompanying recommendations for mitigating actions
  - d) An annual Summary of Findings Reports ("Summary of Findings Report"), according to timelines and requirement set within the approved PIP and Evaluation Plan as outlined in A.3.
    - 1. The annual Summary of Findings reports must be provided via live video meeting. These reports should summarize progress-to-date and should highlight any quantifiable evidence of progress towards project goals. The Summary of Findings reports shall include all elements outlined in A.7.a.1., along with any other report elements outlined in the Grantee's Project Implementation Plan and Evaluation Plan that have been approved by the Grantor State Agency.
- A.8. Upon request from the Grantor State Agency, the Grantee shall allow all Progress Reports and Summary of Findings Reports to be made available to other EPPs in Tennessee, with the intent of exchanging best practices and tracking the success the Grantee's approved programmatic innovation(s).
- A.9. Incorporation of Federal Award Identification Worksheet: The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the Grantor State Agency grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment C) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF AGREEMENT:**

- B.1. This Grant Contract shall be effective on **November 30, 2021** ("Effective Date") and extend for a period of **twenty-two (22)** months after the Effective Date ("Term"). The Grantor State Agency shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Agreement may be renewed upon satisfactory completion of the Term. The Grantor State Agency reserves the right to execute up to **one (1)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Grantor State Agency, at the Grantor State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The Grantor State Agency may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Agreement, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.

- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to **twenty** percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
  - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any

additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).

- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

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

The Grantee:

Grantee Contact Name & Title  
Grantee Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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

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

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant

Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E. 2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.

**IN WITNESS WHEREOF,**

**GRANTEE STATE AGENCY:**

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**GRANTEE SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**DR. PENNY SCHWINN, COMMISSIONER**

**DATE**



**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

**Federal Award Identification Worksheet**

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

**Attachment C Placeholder – Grantee Proposal**