



## TN ALL Corps District Implementation 2021 Request for Applications (RFA)

Tennessee Department of Education | December 2021

**Application Due Date: February 7, 2022**

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# General Information

## ***Background***

Students across Tennessee had different access to instruction in Spring 2020 and throughout the 2020-21 school year because of the COVID-19 pandemic. This resulted in lower proficiency rates across the state, particularly for disadvantaged students and communities. However, structured tutoring programs led by well-trained tutors have been proven to significantly increase student achievement. Research has shown that high dosage, low-ratio tutoring can produce significant learning gains for students, especially for those that have fallen behind.

In the summer of 2021, the Tennessee Department of Education launched the Tennessee Accelerating Literacy and Learning (TN ALL) Corps, a grant opportunity to empower districts to implement or strengthen tutoring programs for students across the state.

The grant contract resulting from this RFA will provide continuous and ongoing support to the Tennessee districts that are participating in TN ALL Corps to ensure the successful development and implementation of the TN ALL Corps tutoring programs. Districts are in need of ongoing support for leaders to plan together, problem-solve together, and learn best practices. This support will be given through implementation networks for participating districts. These local networks will allow districts to work together closely to design and implement their tutoring program. Districts are in need of strong leadership, so leader training is needed to ensure strong programs across the state. And finally, family communication resources are needed in order to support districts in their design and implementation of their programs. With these additional supports, districts will be better equipped to design and implement successful tutoring programs across Tennessee.

## ***Procurement Purpose***

The Tennessee Department of Education (“TDOE”) is seeking a Grantee to provide district implementation supports to Tennessee districts participating in TN ALL Corps.

See the attached pro forma contract that includes a detailed scope of services. This substantially represents the contract document that the awarded Grantee must sign. The State’s interagency grant model template will be used if the awardee is a State of TN entity.

The maximum liability for this project is \$4,310,000.00 for the duration of the Grant Contract Term ending on August 30, 2024.

## Communications

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

Tess Yates, Chief of Staff  
Office of Academics  
710 James Robertson Parkway  
Andrew Johnson Tower, 9<sup>th</sup> Floor  
Nashville, TN 37243  
615.308.3928  
Tess.Yates@tn.gov

## Review Process

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

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

## Schedule

Event	Date
RFA Released	12/28/2021
Deadline for written questions to be submitted to TDOE	1/18/2022
TDOE releases responses to written questions	01/21/2022
Application Deadline	02/1/2022
State Completes Technical Response Evaluation	02/7/2022

Negotiations (if applicable)	02/11/2022
Notice of Intent to Award	02/16/2022
Contractor signature deadline	2/25/2022
Proposed Contract Start Date	03/01/2022

## Application Procedures

The application must be completed and submitted via email to Tess.Yates@tn.gov by **5:00pm, Central on February 7, 2022. Paper copies of this application will not be accepted.**

### Steps to submitting an application:

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

## Application Components

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

Section A— Mandatory Requirement Items	Pass/Fail
The Response must be delivered to the State no later than the Response Deadline specified in the RFA Schedule of Events and must include all application components.	
The Technical Response and the Cost Proposal documentation must be submitted as one PDF document. The Technical Response must NOT contain cost or pricing information of any type.	
The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
A Respondent must NOT submit alternate responses	
A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor)	

<p>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>	
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### ***Technical Response (105 Points)***

The applicant must address all general requirement items and provide, in sequence, the information and documentation as required. The evaluation team members will independently evaluate the responses and assign one score to this section. The Solicitation Coordinator will calculate the average of the evaluation team scores to determine the final score for this section.

<b>Section of Application</b>	<b>Page Limits</b>	<b>Maximum Points</b>
Cover Letter addressed to Tess Yates	1 page	5
Proposed Grantee Workplan	5 pages	30
Proposed District Leader Training Plan	3 pages	20
Resumes of Implementation Network Content Facilitators, Network Designers, and Module Designers	1-2 pages each	10
Proposed Family Engagement Plan	1-2 pages	10
Provide a cost proposal, signed and dated, with a total maximum liability and a proposed cost for each line item in the grant budget attachment. Provide a rationale for each budget expenditure. Bids exceeding \$4,310,000.00 total for the Grant Contract Term will not be accepted.	2 pages	30
<b>SCORE (maximum possible score = 105 points)</b>		

## Technical Response Rubric

Component	Exemplary	Proficient Evidence	Insufficient Evidence
<b>Cover Letter</b>	<p>Clear understanding of how to support districts, especially with new, complex initiatives aimed to accelerate student achievement. Passion for district support and experience supporting districts is clear (3 examples)</p> <p><b>(5 points)</b></p>	<p>Basic understanding of how to support districts, especially with new, complex initiatives aimed to accelerate student achievement. Passion for district support and experience supporting districts is noted (1 example).</p> <p><b>(3 points)</b></p>	<p>Unclear understanding; generic cover letter <b>(1 point)</b></p>
<b>Proposed Grantee Workplan</b>	<p>Clear workplan that outlines major milestones, deliverables, and who would be responsible for each action.</p> <p>Sufficient context is provided for deliverables and major milestones.</p> <p>Workplan reflects a thoughtful and concrete implementation timeline for district support.</p> <p>Workplan reflects the ability to manage multiple priorities at the same time.</p> <p><b>(30 points)</b></p>	<p>Workplan outlines some milestones, deliverables, and who would be responsible for each action.</p> <p>Some context is provided for deliverables and major milestones.</p> <p>Workplan reflects an implementation timeline for district support that does not support districts well.</p> <p>Workplan gives some indication to the ability to manage multiple priorities at the same time.</p> <p><b>(15 points)</b></p>	<p>Workplan is not clear, does not include clear deliverables or who would be responsible.</p> <p>Workplan does not reflect the ability to manage multiple priorities at the same time.</p> <p><b>(0 points)</b></p>
<b>Proposed District Leader Training Plan</b>	<p>Clear district leader training plan that outlines major milestones, deliverables, and who would be responsible for each action.</p> <p>Workplan references 2 or more examples of previous, similar projects.</p> <p>Workplan reflects a thoughtful and concrete implementation timeline for supporting district leaders.</p> <p>Workplan reflects stages of content development, communications, and district support.</p> <p><b>(20 points)</b></p>	<p>Workplan outlines some milestones, deliverables, and who would be responsible for each action.</p> <p>Workplan references 1 example of a previous, similar projects.</p> <p>Workplan reflects stages of content development, communications, and district support.</p> <p><b>(10 points)</b></p>	<p>Workplan is not clear, does not include clear deliverables or who would be responsible.</p> <p>No reference to previous, similar projects</p> <p>Workplan does not reflect the ability to manage multiple priorities at the same time.</p> <p><b>(0 points)</b></p>
<b>Resumes or CVs</b>	<p>Most resumes of key personnel involved in the project reflect previous, relevant experience and success in similar projects.</p> <p><b>(10 points)</b></p>	<p>Some resumes of key personnel involved in the project reflect previous, relevant experience and some success in similar projects.</p> <p><b>(5 points)</b></p>	<p>Resumes of key personnel involved in the project do not reflect previous, relevant experience or success in similar projects.</p> <p><b>(0 points)</b></p>

<b>Proposed Family Engagement Plan</b>	<p>Clear family engagement plan that includes communications, content development, and cross-functional work with the State.</p> <p>Family engagement plan references 4 or more strategies to engage families.</p> <p><b>(10 points)</b></p>	<p>Family engagement plan that includes some information on communications, content development, and cross-functional work with the State.</p> <p>Family engagement plan references 1-2 or more strategies to engage families.</p> <p><b>(5 points)</b></p>	<p>Family engagement plan is not clear.</p> <p>Family engagement plan does not reference strategies to engage families.</p> <p><b>(0 points)</b></p>
<b>Budget</b>	<p>Budget is clear in outlining expenditures across fiscal years (from 7/1 to 6/30 annually) and rationale for each expenditure.</p> <p>All budget items are aligned to items noted in Attachment B and the proposed work plan, drawing on past experience in order to project a budget.</p> <p>All proposed budget items are allowable expenses for ESSER dollar. Budget does not exceed the maximum liability of the grant.</p> <p><b>(30 points)</b></p>	<p>Budget shows expenditures across fiscal years (from 7/1 to 6/30 annually) and has rationales for some expenditures.</p> <p>Most budget items are aligned to items noted in Attachment B and the proposed work plan, drawing on industry standards in order to project a budget.</p> <p>All proposed budget items are allowable expenses for ESSER dollar. Budget does not exceed the maximum liability of the grant.</p> <p><b>(30 points)</b></p>	<p>Budget is not clear, does not align to the grant objectives, or exceeds the maximum liability.</p> <p><b>(0 points)</b></p>

## ***Budget***

Applicants must submit an annual budget, using the budget template in [Appendix A](#), along with a budget narrative that covers expenses for the entire grant term.

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

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



# Appendix A: Budget Template

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GRANT BUDGET				
Additional Identification Information As Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <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: <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 B: Pro Forma Grant Contract

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

This Grant Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the “State” and Contractor Legal Entity Name, hereinafter referred to as the “Grantee,” is for the provision of TN ALL Corps District Implementation, as further defined in the “SCOPE OF SERVICES.”

The Grantee is For-Profit Corporation or Non-Profit Corporation.

Grantee Place of Incorporation or Organization: Location

Grantee Edison Vendor ID # Number

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

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

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

- a. **Assessment (“Assessment” or “Assessments”)** - any tool used to determine students’ skills and knowledge in the targeted or desired area.
- b. **Communities of Practice (“Community of Practice” or “Communities of Practice”)** - a group of people from districts who come together to share what they have learned and to learn from others.
- c. **Grand Division (“Grand Division” or “Grand Divisions”)**: The state of Tennessee is divided into three sections called the Grand Divisions, which divide Tennessee into East Tennessee, Middle Tennessee, and West Tennessee.
- d. **High-Dosage, Low-Ratio Tutoring** - a model of Tutoring where students receive significantly more minutes of instruction from teachers or trained Tutors, in the lowest possible ratio (no higher than 1:3), and as a part of or continuation of the regular school day and is delivered two to three times a week for at least 30 minutes in duration.
- e. **Implementation Networks (“Implementation Network” or “Implementation Networks”)** - a group of people from districts that come together to learn, share lessons learned, and get additional resources as they put a new program in place.
- f. **Open edX (“Open edX”)** - an online learning management system that the State utilizes to store digital learning resources.
- g. **Tennessee Accelerating Literacy and Learning Corps (“TN ALL Corps”)** - a statewide network of high-quality Tutors to assist LEAs, public charter schools, community partners, and parents in accelerating student learning and remediating student Learning Loss, and who may use the content developed in this Grant Contract.

- h. **Tutor (“Tutor(s)” or “Tutoring”)** - someone who has been identified and hired by a school district to teach the lessons provided through the TN ALL Corps, but who is not or was not a certified or licensed teacher in Tennessee.
- A.3. **Background:** The Grantee shall provide a variety of supports and tools to districts in order to ensure that districts have the support and resources they need in order to implement the TN ALL Corps program and meet all requirements of the program.
- A.4. **Leadership Development:** To support district implementation of TN All Corps, districts will have the opportunity to have a district leader attend training for TN ALL Corps. The Grantee shall support the statewide training of these district leaders. The training for these leaders shall include:
  - a. Creation and delivery of TN ALL Corps leader training modules that has the ability to be delivered in-person and synchronously through a virtual platform
    - a. Completed modules will be placed on the Best for All Central Platform by the State where they can be accessed and completed asynchronously by future site coordinators.
    - b. Each virtual module shall be 90 – 120 minutes in length.
    - c. Delivery of the content modules to participants. This includes coordinating logistics, printing materials, communicating with districts, and managing all necessary operations.
  - b. The training shall cover, at minimum, the following modules. Additional topics to be determined by the State:
    - a. Overview of High-Dosage, Low Ratio Tutoring: Revise existing content provided by the State to include the following topics: current, evolving research around High-Dosage, Low-Ratio Tutoring, the State’s new continuum of learning, and student placement software. This module should also include communication strategies between Tutors, families, and teachers.
    - b. Overview of how to effectively use high-quality instructional materials (HQIM) and free State Math and English Language Arts (ELA) platform materials: Create content on how districts should analyze tutor design including materials and Tutor session structure. This module shall contain strategies to monitor the quality of Tutoring sessions and provide Tutor feedback to ensure continuous improvement in the delivery of Tutoring.
    - c. Assessment, scaffolding, and analyzing data: Create content with models of monthly data-analysis protocols, program improvement strategies, and Tutor scaffolding techniques to support Tutor development and students who may not be making progress in the district’s TN All Corps Tutoring program. This module must include platform specific analysis modules that help leaders use the State’s required placement and progress monitoring tools. Revise existing State’s content on how to facilitate semester and year-end data reviews, Tutor evaluations, and determinations for Tutor program improvements. Develop protocols as determined by the state that leaders can use in their districts to ensure districts can evaluate and improve their Tutoring design, materials use, staffing effectiveness, student attendance and engagement, and overall impact of the district’s TN ALL Corps program.
    - d. Planning for sustainability: Create content on planning for the future so that districts can continue offering their own programs after the Grant Contract ends. Content created for site coordinators managing Tutoring programs that vary in size, scope and delivery model.

- A.5. Network: The Grantee shall host statewide Implementation Networks through which districts shall have the opportunity to collaborate. The Grantee shall design Implementation Network meetings that focus on district sharing, district visioning, and allow districts to collaborate in Communities of Practice. Communities of Practice will focus on regional challenges defined by regional members within the network.
- a. FY22: Early Adopter Network, a convening for district leaders that are participating in TN ALL Corps in order to learn best practices, learn from one-another, and receive support in implementing their TN ALL Corps programs.
    - i. The Grantee shall hold four (4) virtual sessions for up to fifty (50) virtual participants. This includes setting up the virtual meetings, sending communication to districts, managing the digital platform, and developing the agenda and supplemental materials.
      - 1. Session timeline:
        - a. Session one shall be delivered during February 2021.
        - b. Session two shall be delivered in March 2021.
        - c. Session three shall be delivered in April 2021.
        - d. Session four shall be delivered in June 2021.
  - b. FY23 and FY24: Full Implementation Networks delivered by Grand Division. Each network will provide district leaders that are participating in TN ALL Corps with opportunities to communicate and collaborate to receive support, share best practices, and collaborate across districts.
    - i. The Grantee shall deliver four (4) sessions in each of the Grand Divisions (West, Middle, East) across the state (twelve (12) sessions yearly for twenty-four (24) total sessions). Grantee shall be responsible for securing a location, providing all resources and materials, planning the agenda, developing all presentations, managing day-of logistics, and providing reimbursements for travel/lodging to district leaders, as needed.
      - 1. Session timeline:
        - a. Session one shall be delivered during September or October of each year.
        - b. Session two shall be delivered in January/February of each year.
        - c. Session three shall be delivered in March/April of each year.
        - d. Session four shall be delivered in June of each year.
      - 2. Session details:
        - a. Each in-person session shall be held from 9 am to 3 pm local time. The State will provide background communications, research-based resources and session outlines for each in-person session
        - b. Each in-person session shall accommodate up to fifty (50) participants
        - c. Meetings shall meet no less than four (4) times per year
        - d. Two (2) or more meetings must be held in person per year
    - ii. The Grantee shall create a long-term Implementation Network structure and share that design with the districts in the network. The design of the long term structure shall focus on a district-led network providing activities for 3 or more years based on researching best practices. The structure shall be completed in the form of a report delivered to the State

- iii. Facilitate Communities of Practice across the state, designing the structure to meet the needs of districts. This includes determining how many networks, meeting cadence, and whether meetings are fully in-person or a combination of virtual and in-person
    - c. The Grantee shall be responsible for planning and facilitating all networks including:
      - i. Setting up the TN ALL Corps Early Adopter Network including reaching out to participating districts, scheduling meetings, and managing meeting logistics such as food, space, and travel reimbursements
      - ii. Creating a long-term Implementation Network structure of 3 or more years based on researching best practices
      - iii. Facilitate Communities of Practice quarterly in four (4) locations across the state. This includes designing the structure and content, printing and preparing materials, and facilitating each meeting
- A.6 Resources: The Grantee shall provide district family engagement tools to facilitate family outreach and recruitment, registration, and progress monitoring. These tools shall be ready for immediate use and be easily adapted by districts to send out. The Grantee shall develop the following resources for districts including:
- d. Developing a communication plan and sample communication to be used statewide in family outreach, registration, and student progress monitoring. The communication plan shall consist of the following:
    - i. Research of best practices in communications with families
    - ii. A timeline for outreach to families
    - iii. Draft social media posts that the State can use to communicate to families on social media to communicate upcoming events and opportunities
    - iv. Graphics aligned to the State branding, as assigned by the State
    - v. Sample newsletters include layout and content overview
    - vi. Sample email messaging to families from the State communicating upcoming events and opportunities
  - e. The toolkit format shall be designed to meet the specifications of Best For All Central, the State's learning management system.
    - i. The Grantee shall provide the State with a Flexible Content version of all content developed for the State. This must be compatible with the State's learning management system, Open edX.
  - f. All toolkits shall be produced in English and Spanish.
- A.7. Printing: The Grantee shall provide key resources, including printing and books, to educators participating in TN All Corps through Communities of Practice, Implementation Networks, and/or family communications. The Grantee shall be responsible for the following:
- g. The Grantee shall print and distribute, through mail or in-person delivery, documents for TN ALL Corps district participants or families being served by TN ALL Corps, as needed and directed by the State
  - h. The Grantee shall order books for TN ALL Corps district participants or families being served by TN ALL Corps, as needed and directed by the State
  - i. The Grantee shall order supplies for TN ALL Corps district participants or families being served by TN ALL Corps, as needed and directed by the State
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Agreement.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective on DATE ("Effective Date") and ending on August 31, 2024 ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four million three hundred and ten dollars (\$4,310,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Pam Kimbrough, Business Manager  
Office of Academics and Instructional Strategy  
Tennessee Department of Education  
710 James Robertson Parkway, 11<sup>th</sup> Floor  
Nashville, TN 37243  
[Pam.Kimbrough@tn.gov](mailto:Pam.Kimbrough@tn.gov)  
(629) 255-5462

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Education, Academics and Instructional Strategy.
  - (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 ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.



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

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable

to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Dr. Lisa Coons, Chief Academic Officer  
Tennessee Department of Education  
710 James Robertson Parkway  
Nashville, TN 37243  
Lisa.Coons@tn.gov  
Telephone # (615) 571-6145

The Grantee:

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

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

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

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

- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

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

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.



- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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

whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

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

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

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

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

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

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

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

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

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

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

E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any

disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

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

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE**

**DATE**

---

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

**TN DEPARTMENT OF EDUCATION:**

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**DR. PENNY SCHWINN, COMMISSIONER**

**DATE**

GRANT BUDGET				
Learning Loss District Implementation				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following <b>Applicable</b>				
Period: BEGIN: DATE END: August 31, 2024				
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:**

OTHER NON-PERSONNEL	AMOUNT
TOTAL	

## ATTACHMENT B

### Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](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.

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

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

**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: \_\_\_\_\_

**ATTACHMENT D**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	S425U210047 - 21A
Federal award date	March 24, 2021
CFDA number and name	84.425U American Rescue Plan
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	\$4,310,000.00
Total amount of federal funds obligated to the subrecipient	\$4,310,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,310,000.00
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Kendra Fitzgordon <a href="mailto:kendra.fitzgordon@ed.gov">kendra.fitzgordon@ed.gov</a> (202) 453-6148
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	