



Math Modules Grant Opportunity 2021 Request for Applications (RFA)

Tennessee Department of Education | January 2021

Application Due Date: March 15, 2021

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General Information

Background

This solicitation shall launch the HQIM work for Mathematics. The resulting grant will require the Grantee to produce statistics videos that represent the standards changes in the 2021 TN Mathematics Standards Adoption approved by the State Board of Education in February 2021. These standards represent a significant increase in the amount of statistics knowledge necessary for teachers to know and apply in instruction.

The Grantee shall create and produce 50 one-hour statistics modules to serve as professional development for Tennessee teachers including 2 Competency Modules (one (1) middle school and one (1) high school). Teachers successfully completing a competency module will receive 6 hours of PDP completion certificate.

Modules will be designed to be housed on the TN LMS system within Best for All Central.

The 50 modules within this series will launch the transition to new standards and new materials for all Tennesseans involved in 6-12 mathematics education.

Procurement Purpose

The department is seeking one (1) Grantee to create and produce 50 one-hour statistics modules to serve as professional development for Tennessee teachers. These modules must be delivered in a format compatible with the State's learning management system, Open edX.

See the attachment B that includes a detailed scope of services. This substantially represents the contract document that the awarded Grantee must sign. If a Tennessee state entity is the awardee, the contract will be modified accordingly.

The budget for this project is \$100,000 (i.e. \$2000 for each of the fifty (50) Modules). This is a non-renewable, reimbursement-based grant opportunity.

Communications

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

Pam Kimbrough
Tennessee Department of Education
710 James Robertson Pkwy, Nashville, TN 37243
629-255-5462
Pam.Kimbrough@tn.gov

Review Process

All complete application packages 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

Fill in the table below.

Event	Time (central time zone)	Date
RFA Released	8:00 am	April 26, 2021
Application Deadline	5:00 pm	May 17, 2021
Notice of Contract Award	5:00 pm	May 24, 2021
Proposed Contract Start Date	8:00 am	June 1, 2021

Application Procedures

The application must be completed and submitted via email to Pam.Kimbrough@tn.gov by 5:00 pm CST on May 17, 2021. **Paper copies of this application will not be accepted.**

Application Components

The Respondent must respond to all items detailed below and provide, in sequence, the information and documentation as required.

- General Qualifications:
 1. Briefly describe how long the respondent has been providing the goods or services required by this RFA.
 2. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFA, including

knowledge of Tennessee mathematics standards, prior experience creating Asynchronous professional development Modules in mathematics, previous experience creating Summative Competency Tasks, and knowledge of adult learning theory.

3. Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFA.
- Technical Qualifications:
 1. Provide an outline for one (1) middle school focused Module that meets the qualifications stipulated in A.4. and A.5.
 2. Provide an outline for one (1) high school focused Module that meets the qualifications stipulated in A.4. and A.5.
 3. Provide a narrative that discusses the Vertical Coherence and progression of statistics from grade 6 through grade 11. Include in the narrative essential understandings for the teaching of these standards.
 4. Provide a narrative discussing effective pedagogical approaches necessary for effectively teaching statistics.
 5. Provide an artifact demonstrating you have previously engaged in developing professional development Asynchronous Modules in middle school mathematics.
 6. Provide an artifact demonstrating you have previously engaged in developing professional development Asynchronous Modules in high school mathematics.
 7. One high school Module is defined to focus on the use of technology in the discipline of statistics. Provide a narrative explaining the types of technology you would expose Tennessee teachers to and a justification as to why.

Attachment A: Scoring Rubric

[APPLICATION COMPONENT]	Maximum Points	Assigned Points
General Qualification	Cumulative 15 possible points	
Component 1	5	
Component 2	5	
Component 3	5	

Technical Qualifications	Cumulative 85 possible points	
Component 1	15	
Component 2	15	
Component 3	10	
Component 4	5	
Component 5	10	
Component 6	15	
Component 7	15	
SCORE (maximum possible score) =100		
Evaluator Identification:		

Attachment B: Pro Forma Contract

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

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

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

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

This Grant Contract, by and between the State of Tennessee, **Department of Education**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **high quality instructional materials – math modules**, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.
Grantee Place of Incorporation or Organization: **Location**
Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. Asynchronous Instruction - online pre-recorded content allowing participants to work through learning at their own pace with no real-time interaction with other people.
 - b. Best for All Central - the digital, one-stop learning portal hosted by the Tennessee Department of Education with a variety of resources and digital tools for educators, parents, students and community members.
 - c. Concrete, Representational, Abstract (CRA) Instruction - a three-step instructional approach that has been found to be highly effective in teaching math concepts. The concrete stage involves the physical manipulation of objects, the representational phase involves using images to represent the objects in mathematics, and the abstract phase involves using only numbers and symbols to solve a math problem.
 - d. Content Knowledge - facts, concepts, theories, and principles that are taught and learned in specific academic courses.
 - e. High Quality Instructional Materials (HQIM) - a complex set of resources that build conceptually through the yearlong scope and sequence as well as through grade levels that includes comprehensive tools that allow teachers to plan instructional experiences for all learners.
 - f. Interactive Feedback – real-time feedback provided within Asynchronous Instruction that provides the participants with correct solutions to posed problems.
 - g. Module - interactive online training course that meets the hallmarks defined in section A.4.
 - h. Pedagogical Knowledge - the specialized knowledge of teachers in creating and facilitating effective teaching and learning environments for all students.
 - i. Statistical Modeling - the process of applying statistical analysis to real-world data sets. It is a mathematical representation of observed data.
 - j. Summative Competency Task Module - A Module providing a comprehensive assessment of knowledge gained from interacting with all other Modules within the suite of learning.
 - k. Vertical Coherence - intentionally connecting content to be learned within a Module to previous learning as well as future learning providing an extension of learning as opposed to isolated learning.
- A.3. This Grant Contract will launch the Tennessee HQIM work in Mathematics. The Grantee shall produce statistics videos that represent the standards changes in the TN Mathematics Standards Adoption approved by the State Board of Education in February 2021. These 2021 revisions to the standards represent a significant increase and shift in both the number and depth of the statistics standards that all Tennessee students will be exposed to in grades 6-12.

To address this gap, the Grantee shall develop and produce 50 professional development Modules to span the statistics content in Tennessee's grades 6-12 math standards.

The Grantee shall develop and produce:

- a. 20 one-hour middle school (grades 6, 7 and 8) Modules that include a middle school Vertical Coherence Module and a Summative Competency Task Module.
- b. 30 one-hour high school Modules that include a high school Summative Competency Task Module.
- c. Modules which shall focus on deepening both Content and Pedagogical Knowledge to prepare Tennessee educators to teach the revised statistics standards.
- d. Modules which shall be designed to be housed on the TN Learning Management System (LMS) within Best for All Central.

The 50 Modules within this series shall launch the transition to new standards and new materials for all Tennesseans involved in 6-12 mathematics education.

A.4. Module Overview

The Grantee shall develop and produce two series of Modules, middle school and high school.

Each Module shall be designed to focus on:

- a. developing and deepening understanding of Content Knowledge,
- b. developing and deepening understanding of Pedagogical Knowledge,
- c. developing and deepening understanding of the Vertical Coherence of the statistics learning trajectory,
- d. providing opportunities to practice and engage with Statistical Modeling,
- e. exposure to appropriate technology,
- f. providing opportunities to do math, and
- g. embedded checks for understanding.

Additionally, the Grantee shall develop a Summative Competency Task which offers the opportunity for teachers to earn professional development credit.

A.5. Module Design

Each Module shall include the following components:

- a. 60 minutes of video based, Asynchronous Instruction.
- b. Interactive and engagement components
- c. Alignment to the TN statistics standards
- d. Explicit articulation to the overarching vertical statistics progression
- e. Modeled instruction with the appropriate level of CRA Instruction
- f. Checks for understanding (i.e., opportunities to do math)
- g. Interactive Feedback
- h. Opportunities to interact with real data
- i. Modeling of appropriate technology use
- j. Statistical Modeling where appropriate including references to sites where relevant, appropriate data can be found
- k. Identification of common misconceptions
- l. Compatibility with the State's learning management system, Open edX.

A.6. Learning Module Breakdown

Middle School Modules	
Module Type	Number to be Developed and Produced
Module focused on learning	15
Vertical Coherence Module	1
Grade Specific Task Modules	3
Summative Competency Task Module	1
Total	20

High School Modules	
Module Type	Number to be Developed and Produced
Module focused on learning*	25
Vertical Coherence Module	2
Statistical Modeling Module	1
Technology Module	1
Summative Competency Task Module	1
Total	30

*These Modules will have a Statistical Modeling focus.

A.7. Module Detailed Outline

Modules shall be designed and aligned to the following outline.

Middle School	
Module #	Module Content
1	Overview of Statistics 6.SP.A.1-Recognize a statistical question as one that anticipates variability in the data related to the question and accounts for it in the answers.
2	6.SP.A.2-Understand that a set of data collected to answer a statistical question has a distribution which can be described by its measures of center (mean, median, mode), measures of variation (range only), and overall shape.
3	6.SP.A.3-Recognize that a measure of center (mean, median, mode) for a numerical data set summarizes all values with a single number, while a measure of variation describes how its values vary with a single number.
4	6.SP.B.4-Display a single set of numerical data using dot plots (line plots), box plots, pie charts and stem plots.
5	6.SP.B.5- Summarize numerical data sets in relation to their context. a. Report the number of observations. b. Describe the nature of the attribute under investigation, including how it was measured and its units of measurement. c. Give quantitative measures of center (median and/or mean) and variability (range) as well as describing any overall pattern with reference to the context in which the data were gathered. d. Relate the choice of measures of center to the shape of the data distribution and the context in which the data were gathered.
6	6 th Grade Summary Task
7	7.SP.A.1- Explore how statistics can be used to gain information about a population by examining a sample of the population; generalizations about a population from a sample are valid only if

	the sample is representative of that population. Understand that random sampling tends to produce representative samples and support valid inferences.
8	7.SP.A.2- Collect and use data from a random sample to draw inferences about a population with an unknown characteristic of interest. Generate multiple samples (or simulated samples) of the same size to gauge the variation in estimates or predictions.
9	7.SP.B.3- Informally compare the measures of center (mean, median, mode) of two numerical data distributions with similar variabilities.
10	7.SP.B.4- Use measures of center and measures of variability for numerical data from random samples to draw informal comparative inferences about two populations.
11	7.SP.C.5- Recognize that the probability of a chance event is a number between 0 and 1 and interpret the likelihood of the event occurring.
12	7.SP.C.6- Calculate theoretical and experimental probability of simple events. a. Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability. b. Calculate the theoretical probability of a simple event. c. Compare theoretical probabilities to experimental probabilities; explain any possible sources of discrepancy.
13	7 th grade Summary Task
14	8.SP.A.1- Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantities. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association.
15	8.SP.A.2- Know that straight lines are widely used to model linear relationships between two quantitative variables. For scatter plots that suggest a linear association, informally fit a straight line and informally assess the model fit by judging the closeness of the data points to the line.
16	8.SP.A.3- Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercepts.
17	8.SP.B.4- Find probabilities of and represent sample spaces for compound events using organized lists, tables, tree diagrams, and simulation. a. Understand that, just as with simple events, the probability of a compound event is the fraction of outcomes in the sample space for which the compound event occurs. b. Represent sample spaces for compound events using methods such as organized lists, tables, and tree diagrams. For an event described in everyday language (e.g., "rolling double sixes"), identify the outcomes in the sample space which compose the event.
18	8 th Grade Summary Task
19	Middle School-High School Vertical Coherence Module
20	Summative Competency Task Module

High School		
Module #	Module Content	Notes
1	Setting the Stage: What is the Study of Statistics, Summary of Middle School Statistics	
2	Modeling in Statistics	
3	Use measures of center to solve real-world and mathematical problems.	<i>Measures of center should include mean (including weighted averages), median, and mode.</i>

4	Part 1: Use statistics appropriate to the shape of the data distribution to compare center (mean, median, and/or mode) and spread (range, interquartile range) of two or more different data sets.	<i>Students may be given a numerical data set or a visual and/or verbal depiction of a data set. Shapes of distribution are limited to: uniform, symmetric, right skewed, and left skewed.</i>
5	Part 2: Use statistics appropriate to the shape of the data distribution to compare center (mean, median, and/or mode) and spread (range, standard deviation) of two or more different data sets.	<i>Students will be given a visual and/or verbal description of a density curve. Shapes of distribution are limited to: uniform, symmetric, right skewed, and left skewed. Student will not be expected to calculate the standard deviation.</i>
6	Interpret differences in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points.	<i>Students may be given a numerical data set or a visual and/or verbal depiction of the data set.</i>
7	Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages using the Empirical Rule.	
8	Compute, interpret, and compare z-scores for normally distributed data in a real-world context.	
9	Part 1: Represent data from two quantitative variables on a scatter plot and describe how the variables are related. Fit a function to the data; use functions fitted to data to solve problems in the context of the data.	<i>Focus on linear, exponential, and quadratic functions.</i>
10	Part 2: Represent data from two quantitative variables on a scatter plot and describe how the variables are related. Fit a function to the data; use functions fitted to data to solve problems in the context of the data.	<i>Focus on cubic, logarithmic, and exponential functions.</i>
11	Interpret the rate of change and the constant term of a linear model in the context of data.	
12	Use technology to compute the correlation coefficient of a linear model; interpret the correlation coefficient in the context of the data.	
13	Explain the differences between correlation and causation. Recognize situations where an additional factor may be affecting correlated data.	
14	Use set notation to represent contextual situations. Part 1: Describe events as subsets of a sample space (the set of outcomes) using characteristics (or categories) of the outcomes, or as unions, intersections, or complements of other events ("or", "and", "not").	
15	Use set notation to represent contextual situations. Part 2: Flexibly move between visual models (Venn diagrams, frequency tables, etc.) and set notation.	

16	Part 1: Find the conditional probability of A given B as the fraction of B 's outcomes that also belong to A and interpret the answer in terms of the given context.	<i>Calculating conditional probability may be performed via use of a visual model (Venn diagrams, frequency tables, etc.).</i>
17	Part 2: Find the conditional probability of A given B as the fraction of B 's outcomes that also belong to A and interpret the answer in terms of the given context.	<i>Calculating conditional probability may be performed via use of a visual model (Venn diagrams, frequency tables, etc.), calculation/formula, or by using counting techniques.</i>
18	Recognize and explain the concepts of conditional probability and independence in everyday language and everyday situations. Categorize events as independent or dependent.	
19	Understand and apply the Addition Rule. Part 1: Explain the Addition Rule, $P(A \text{ or } B) = P(A) + P(B) - P(A \text{ and } B)$ in terms of visual models (Venn diagrams, frequency tables, etc.).	
20	Understand and apply the Addition Rule. Part 2: Apply the Addition Rule to solve problems and interpret the answer in terms of the given context.	
21	Apply statistical counting techniques. Part 1: Use the Fundamental Counting Principle to compute probabilities of compound events and solve problems.	
22	Apply statistical counting techniques. Part 2: Use permutations and combinations to compute probabilities of compound events and solve problems.	
23	Use the Law of Large Numbers to assess the validity of a statistical claim.	
24	Calculate probabilities using geometric figures.	<i>Geometric figures include line segments, two-dimensional shapes, and three-dimensional solids.</i>
25	Recognize the purposes of and differences among sample surveys, experiments, and observational studies.	<i>For example, in a given situation, is it more appropriate to use a sample survey, an experiment, or an observational study?</i>
26	Identify potential sources of bias in statistical studies.	<i>Sources of bias include but are not limited to: leading questions, lack of randomization, sampling bias, undercoverage, nonresponse, and/or small sample size.</i>
27	Distinguish between a statistic and a parameter; Evaluate reports based on data and recognize when poor conclusions are drawn from well-collected data.	
28	Technology for Teaching Statistics	
29	High School to Post-Secondary Vertical Coherence Module	

30	Summative Competency Task Module	
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- A.8. Technological Requirements Each Module must be designed with interactive components and be able to be loaded with all features active into an OpenEd Ex learning management system.
- A.9. To the extent applicable, the Grantee shall comply with the State's Access Use Policy, Network Access Rights and Obligations, found here:
https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/Acceptable%20Use%20Policy.pdf.
- A.10. The Grantee shall ensure that all services provided under this Grant Contract are compliant with state and federal requirements relating to accessibility, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.
- A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment E, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$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:

Pam Kimbrough (Pam.Kimbrough@tn.gov)
Tennessee Department of Education

710 James Robertson Parkway
Andrew Johnson Tower
10th Floor
Nashville, TN 37243

- 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, Office of Standards and Materials
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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

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

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

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

Virginia Mayfield Senior Director of Math, Science, and Instructional Materials
Office of Academics
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
Virginia.Mayfield@tn.gov
Cell # 615-417-1495

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 **C** 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 **C** shall complete Attachment **D**. 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 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. 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.

E.3. 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.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTOR STATE AGENCY NAME: Department of Education

Penny Schwinn, Commissioner

DATE

GRANT BUDGET				
Math Modules				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: DATE END: DATE				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	100,000	0.00	100,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	100,000	0.00	100,000

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Final delivery of 20 middle school statistics Modules that meet all expectation as defined in section A	\$40,000
Final delivery of 30 high school statistics Modules that meet all expectations as defined in section A	\$60,000
TOTAL	\$100,000

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.***

- ☐ **Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- ☐ **Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

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

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor's email:

ATTACHMENT D

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT E

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	S425D210047
Federal award date	01/05/2021
CFDA number and name	84.425
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)	\$1,107,656,022.00
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Kendra Fitzgordon (202) 453-6148 Kendra.fitzgordon@ed.gov
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)	

