



Tennessee School Funding Engagement Grant 2021 Request for Applications (RFA)

Tennessee Department of Education | November 2021

Application Due Date: December 17, 2021



Table of Contents

General Information.....	3
Review Process.....	5
Schedule.....	6
Application Procedures.....	6
Application Components	7
Attachment A: Scoring Rubric.....	11
Attachment B: Budget Template.....	16
Attachment C: Pro Forma Grant Contract.....	19
Attachment D: Pro Forma Interagency Grant Agreement.....	45

General Information

Background

On October 8, 2021, Tennessee Governor Bill Lee and Commissioner of Education Dr. Penny Schwinn called for a comprehensive review of the state of Tennessee's education funding formula, known as the Basic Education Plan (BEP), which has not been meaningfully updated in more than 30 years. The state's engagement around this critical topic has included the formation a Central Steering Committee composed of policymakers from across the state and 18 subcommittees, who represent district and school leaders, higher education partners, elected officials, business leaders, families, education stakeholders and members of the public. By receiving informed input from a variety of stakeholders, the Tennessee Department of Education ("State") hopes to explore possibilities for a more student-centered approach to the BEP.

Procurement Purpose

The State is seeking to award up to **\$1,500,000.00** in grant funds to a qualified grantee, who will be responsible for leading **significant stakeholder engagement and professional development activities related to school funding, education finance, school budgeting, and the BEP** in **each** of the **eight (8)** [Center of Regional Excellence \("CORE"\)](#) regions in Tennessee.

The purpose of this engagement grant is to provide opportunities for stakeholders and community members from across the state of Tennessee to engage in ongoing conversations related to school funding and updates to the BEP. These opportunities will allow a variety of stakeholders to meaningfully involve themselves in the school finance policy-making process while developing a better understanding of the programs, funding, and resources that are currently made available to schools and districts in Tennessee.

Scope of Work

The selected grantee will be responsible for designing and facilitating between five and ten (5 – 10) Regional Engagement Meetings in each CORE Region in the state. Whereas the grantee will be responsible for the design, planning, and facilitation of community engagement and professional development meetings in the CORE region(s) in which they are selected to provide services, the content and scope of the regional engagement meetings will be defined by the State. Meeting content and scope will be driven largely by the ongoing development of conversations related to school funding in Tennessee.

Regional Engagement Meetings may include both a) stakeholder engagement sessions related to school funding, school budgeting, and the BEP; and b) professional development sessions related to implementing and using state funding systems. Upon Grant Contract Effective Date, the Grantee shall deliver a Project Delivery Plan, for review and approval by the State, outlining the precise number of meetings necessary within each region on any

given topic to ensure sufficient engagement. Meetings proposed and conducted by the grantee may vary in length, based on the content and focus of the meeting.

Each Regional Engagement Meeting conducted by the selected grantee will have the goal of bringing together interested stakeholders to discuss topics related to the BEP. Stakeholders involved in regional engagement meetings may include, at a minimum, district and school personnel; charter school personnel; families and parents of school-aged children; members of the higher education community; members of the business community; elected officials; and other interested parties.

Each Regional Engagement Meeting conducted by the grantee may occur either in an in-person, virtual, or in a hybrid format. Any in-person engagement that occurs must be accompanied by an optional Webinar or virtual engagement event that shall be made publicly available for those stakeholders who cannot travel or attend an in-person event. Upon contract award, the grantee will be expected to outline the proposed format and setting (in-person, virtual, or hybrid) of each Regional Engagement Meeting they will conduct under the terms of their grant contract or agreement with the State.

Prior to the delivery of each Regional Engagement Meeting, the grantee shall agree to present an outline of preliminary presentation materials to a steering committee of State personnel. The grantee should be prepared to develop presentation materials in collaboration with State personnel, if determined by the steering committee. After each Regional Engagement Meeting is held, the grantee must also provide all documentation, materials, data, feedback, and information gathered at the meeting to the State.

If approved by the State, the selected grantee may elect to utilize subcontractors to provide a portion of the services performed under the terms of the grant. Notwithstanding any use of approved subcontractors, the grantee shall remain responsible for all work performed. See the [pro forma contract](#)¹ for further details on subcontracting.

See the attached [pro forma contract](#)² that includes a detailed scope of services. This substantially represents the contract document that the awarded Grantee(s) must sign.

Applicants will submit a proposed grant budget using the **Attachment B: Budget Template**. Applicants must acknowledge and agree to the condition that payments under the grant contract will be reimbursement-based, meaning payments to grantees will occur after services are rendered and agreed upon milestones or deliverables are completed.

¹ Note, if applicant is a TN state or local governmental entity, the applicant will refer to **Attachment D: Pro Forma Interagency Grant Agreement**.

² Note, if applicant is a TN state or local governmental entity, the applicant will refer to **Attachment D: Pro Forma Interagency Grant Agreement**.

See the [pro forma contract](#)³ for further detail on requirements around budget and payments.

Communications

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

Ben Gagne-Maynard, Director of Special Projects
Tennessee Department of Education, Office of the Deputy Commissioner
Andrew Johnson Tower, 10th Floor
710 James Robertson Parkway
Nashville, TN 37243
Ben.Gagne-Maynard@tn.gov
(615) 917-2817

Review Process

Interested applicants will participate in a competitive application process from which they will be selected based on a wide variety of factors, as outlined in **Attachment A: Scoring Rubric**.

All complete application packages meeting the requirements and received by the State on or before the application deadline will be reviewed and scored by a committee comprised of members of the communications and engagement team, the policy and legislative affairs team, the CORE team, and the operations team. Committee reviewers will each score independently from one another and provide each application with a merit score based upon the review criteria and evaluation framework.

The total grant budget for this project is **\$1,500,000.00**. The State is seeking to award grant funds to one (1) selected grantee, who will be responsible for delivering Regional Engagement Meetings in each of the eight (8) CORE regions throughout the grant period.

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

³ Note, if applicant is a TN state or local governmental entity, the applicant will refer to **Attachment D: Pro Forma Interagency Grant Agreement**.

Schedule

Event	Time (Central Time Zone)	Date
RFA Released		November 29, 2021
Deadline for written questions to be submitted to TDOE	4:30 PM (CST)	December 6, 2021
TDOE releases responses to written questions		December 9, 2021
Notice of Intent to Apply	11:59 PM (CST)	December 13, 2021
Application Deadline	11:59 PM (CST)	December 17, 2021
Notice of Contract Award		December 21, 2021
Proposed Contract Start Date*		December 28, 2021*

*Subject to approvals

Application Procedures

Steps to submitting an application:

1. By **11:59 PM CST on December 13, 2021**, submit an email to Ben.Gagne-Maynard@tn.gov indicating intent to apply. Please use the subject line, "Intent to Apply: Tennessee School Funding Engagement Grant."
2. By **11:59 PM CST on December 17, 2021**, submit an email to Ben.Gagne-Maynard@tn.gov with the subject line, "Application: Tennessee School Funding Engagement Grant." In this email, attach a PDF document, labeled "[applicant's name]_Tennessee School Funding Engagement Grant_Application," which includes application components in the following order: Letter of Interest⁴, Responses to Mandatory Requirements, and Work Experience and Qualifications Summary.
3. In addition to the application documents outlined above, please attach a second attachment via the same email for the Work Sample and Outcomes Summary, labeled "[applicant's name]_Tennessee School Funding Engagement Grant_Work Sample and Outcomes Summary."

⁴ Letter of Interest should be signed by the applicant's authorized signatory.

Paper copies of this application will not be accepted. All applications must include these required components and must include a signed Letter of Interest from the applicant's authorized signatory.

Application Components

Mandatory Requirements (Pass/Fail)

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

Mandatory Requirements
MR1: The applicant must detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response. If the Applicant is a team within an organization, provide information for all team members, but indicate a primary point of contact.
MR2: The applicant must provide evidence of at least three (3), and no more than six (6), community engagement meetings or events held by their organization/team at the local and regional level in the last three (3) years. Examples from Tennessee and the 8 CORE region(s) in which the applicant is intending to serve are preferred but are not required. The applicant's response should outline, at a minimum, the following details for each event: -Date of event -Location of event -Subject or goal of event -Stakeholders involved -Brief (2-3 sentences) summary of event's purpose and outcomes
MR3: The applicant must provide the name, title, and contact information (email and phone number) of two different references who can speak to the quality of the Respondent's work described in response to Mandatory Requirements #2 and #3.

References will preferably be community members and partners in Tennessee and the CORE region(s) in which the applicant will serve. The Solicitation Coordinator or members of the scoring committee may contact these references as part of the scoring process.

MR4: The applicant must affirm that they will be able to provide all services proposed in their application under the terms and conditions set out in **Attachment C: Pro Forma Grant Contract**, at a maximum award rate of no more than \$1,500,000.00*

*Note, if applicant is a TN state or local governmental entity, the applicant will refer to **Attachment D: Pro Forma Interagency Grant Agreement**.

MR5*: The applicant must submit a signed and dated budget proposal (using the **Attachment B: Budget Template**) that outlines anticipated expenditures and cost lines based on the State's maximum award of \$1,500,000.00. The Grantee's budget proposal may allow for payment that is milestone based, deliverable based, or both, based on the discretion of the applicant.

Please note that the budget proposal of the selected grantee is subject to approval by the State. Final grant budgets of resulting grant contract(s) will be based off of grant budget that is proposed by the grantee as part of their application.

*The applicant's budget proposal is a mandatory pass/fail component and will be assessed for quality in Technical Response item #4, but cost will not be scored.

MR6: The applicant must provide a statement confirming that, if awarded a grant contract, they will accept and agree to all terms and conditions set out in **Attachment C: Pro Forma Grant Contract**. *

*Note, if applicant is a TN state or local governmental entity, the applicant will refer to **Attachment D: Pro Forma Interagency Grant Agreement**.

MR7: The applicant must provide all application components, and all application components must be submitted by the application deadline in the proper format.

Technical Response

In addition to responses to the Mandatory Requirements, applicants must submit the following items as part of the Technical Response requirements of the Request for Application:

(TR1) Letter of Interest

Each applicant must submit a Letter of Interest (“Letter of Interest”) of no more than two (2) pages. **This letter must be signed by the applicant’s authorized signatory.** The Letter of Interest should provide a narrative outlining why the applicant is interested in designing, planning, and facilitating regional community engagement and professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee. The Letter of Interest should also provide a brief narrative outlining why the applicant is well-qualified to engage a wide variety of stakeholders in each of the Tennessee CORE regions in which they intend to design and facilitate community engagement and professional development meetings.

(TR2) Work Experience & Qualifications Summary

The applicant must describe (4 pages maximum) the previous experience and qualifications of their organization in bringing together a wide variety of stakeholders in community engagement and civic outreach activities, including district and school personnel; charter school personnel; families and parents of school-aged children; members of the higher education community; members of the business community; elected officials; and other interested parties on topics related to education, public policy, public finance, or similar issues of public concern. This response should include and further elaborate on the information provided by applicant in Mandatory Response item #2.

The applicant should also note how their previous experience and qualifications will allow them to be successful in providing the services requested in this Request for Applications. This response should outline how the applicant will leverage existing qualifications, knowledge, and relationships in order to successfully engage community members within each of the CORE regions in which they intend to provide services.

Applicants should demonstrate the following qualifications:

- Demonstrated experience with hosting community engagement meetings and events at the local and regional levels, preferably both in Tennessee and in each of the CORE regions in which the applicant would provide services
- Evidence of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community
- Demonstrated ability to leverage existing community relationships in order to boost engagement in a given issue area. Examples that highlight relationships and positive outcomes, both in Tennessee as a whole as well as in each of the CORE regions in which the applicant would conduct regional engagement meetings, are preferred
- Demonstrated ability to build new community relationships and engage a variety of stakeholders over time. Examples from each of the CORE regions in which the applicant would conduct regional engagement meetings are preferred
- Demonstrated understanding of public education in Tennessee or experience working closely with school systems in Tennessee

- Demonstrated ability to complete the operational needs of local and regional meetings (facilities, materials, etc.)
- Demonstrated ability to thoughtfully plan and execute a variety outreach and engagement activities to a wide array of stakeholder audiences
- Demonstrated ability to thoughtfully plan and differentiate how they deliver their services based on a vision or goal set by an external partner
- Demonstrated ability to effectively manage resources and event budgets in a manner that has maximized impact
- Demonstrated ability to effectively gather and analyze qualitative feedback data from previous engagement audiences to drive improvement

See **Attachment A: Scoring Rubric** for further details on how Work Experience & Qualifications Summary will be scored

(TR3) Work Sample & Outcomes Summary

Each applicant must submit one (1) high-quality, relevant Work Sample (“Work Sample”) and an accompanying Outcomes Summary (“Outcomes Summary”). Work Samples may be slides from prior presentations, summaries or findings based on community engagement activities or events, or other relevant samples that relate to the scope of work of this Request for Applications. Work Samples highlighting the applicant’s work in Tennessee and/or each of the CORE region(s) in which the applicant would be offering services are encouraged and preferred, but not required.

The applicant’s Outcomes Summary should be directly tied to the Work Sample submitted as part of their application. The Outcomes Summary should clearly highlight any outcomes, deliverables, or tangible results that have come as a result of their previous engagement work. This Outcomes Summary may include, but is not necessarily limited to: quantitative and qualitative data gathered as a result of engagement activities, summary slides or presentation slides resulting from feedback gathered at an event, or deliverables that were developed as a result of engagement activities conducted by the applicant.

The Work Sample and Outcomes Summary submitted by the applicant should also help demonstrate that the applicant possesses an ability to thoughtfully plan and execute a variety outreach and engagement activities to a wide array of stakeholder audiences.

The Work Sample and Outcomes Summary should also help to demonstrate that the applicant possesses an ability to thoughtfully plan and differentiate how they deliver their services based on a vision or goal set by an external partner. Finally, the Work Sample and Outcomes Summary should highlight the ways in which the applicant has been able to effectively manage resources and event budgets in a manner that has maximized impact.

As indicated in Application Procedures, the Work Sample must be submitted as a separate attachment to the final application document, sent to the Solicitation Coordinator within the same email as the other required application components. See **Attachment A: Scoring Rubric** for further details on how the Work Sample will be assessed along with other application components

Attachment A: Scoring Rubric

Note that the superscript above each application criteria indicates the application component(s) that will be used to assess the criteria. See detailed scoring rubric below that outlines how each application criteria will be scored.

Application Criteria	Maximum Points
<p>(1) Level of Prior Experience and Qualifications ^{MR2, MR3, TR1, TR2, TR3.}</p> <p>Does the applicant demonstrate relevant prior experience in bringing together a wide variety of stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern?</p> <p>Does the applicant demonstrate, through their Letter of Interest, Work Experience & Qualifications Summary, Work Sample & Outcomes Summary, and responses to Mandatory Requirements #2 and #3, evidence of having the proper qualifications in order to implement the proposed scope of work, particularly as it relates to engaging a variety of stakeholders to design and facilitate community engagement and professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee?</p>	<p>35</p>
<p>(2) Quality of Prior Work and Outcomes ^{MR2, MR3, TR1, TR2, TR3.}</p> <p>Does the applicant demonstrate through their work sample, outcomes summary, references, and responses that they possess a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community?</p> <p>Does the applicant clearly highlight any outcomes, deliverables or tangible results</p>	<p>30</p>

<p>that have come as a result of their previous engagement work?</p>	
<p>(3) Ability to leverage existing relationships in Tennessee and its CORE regions ^{MR2, MR3, TR1, TR2, TR3.}</p> <p>Does the applicant clearly outline their existing community relationships and partnerships in Tennessee, and specifically highlight any relationships within each of the CORE regions in which they would be offering services?</p> <p>Does the applicant adequately explain how they plan to build on previous work and leverage existing relationships and partnerships in order to successfully engage community members in discussions related to school funding, education finance, school budgeting, and the BEP?</p> <p>If the applicant does not have any existing relationships or partnerships in Tennessee and/or each of the CORE regions in which they would be offering services, do they clearly note that fact and outline how they will leverage their qualifications, prior experience, and existing networks in order to forge new relationships?</p>	<p>20</p>
<p>(4) Ability to Execute on Scope of Services and Effectively Manage Resources ^{MR2, MR3, MR4, MR5, TR2, TR3.} Does the applicant demonstrate, based on their prior experience, work sample, outcomes summary, and budget proposal, that they possess an ability to thoughtfully plan and execute a variety outreach and engagement activities, such as webinars and in-person events, to a wide array of stakeholder audiences?</p> <p>Does the applicant demonstrate an ability to thoughtfully plan and differentiate how they deliver their services based on a vision or goal set by an external partner?</p>	<p>15</p>

Does the applicant demonstrate, based on their previous work sample and budget proposal, an ability to effectively manage resources and event budgets in a manner that will maximize impact?	
SCORE (maximum possible score = 100)	

Scoring Values	#				Maximum Points
	#1	0	15	25	35
	#2	0	10	20	30
	#3	0	10	15	20
	#4	0	5	10	15
<p>Level of Prior Experience and Qualifications Does the applicant demonstrate relevant prior experience in bringing together a wide variety of stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern?</p> <p>Does the applicant demonstrate through their Letter of Interest, Work Experience & Qualifications Summary, Work Sample & Outcomes Summary, and responses to Mandatory Requirements #2+#3, evidence of having the proper qualifications in order to implement</p>	<p>Applicant does not provide evidence of having worked closely with stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern</p>	<p>Applicant provides limited evidence of having worked closely with stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern</p> <p style="text-align: center;">AND</p> <p>Applicant provides limited evidence of having the proper qualifications in order to implement the proposed scope of work, particularly as it relates to engaging a variety of stakeholders to design and facilitate community engagement and</p>	<p>Applicant provides clear, compelling, and specific evidence of having worked closely with stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern</p> <p style="text-align: center;">AND</p> <p>Applicant provides limited evidence of having the proper qualifications in order to implement the proposed scope of work, particularly as it relates to engaging a variety of stakeholders to design and facilitate community engagement and professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee</p>	<p>Applicant provides clear, compelling, and specific evidence of having worked closely with stakeholders at the local and regional levels to provide community engagement and civic outreach activities focused on topics related to education, public policy, public finance, or similar issues of public concern</p> <p style="text-align: center;">AND</p> <p>Applicant provides clear, compelling, and specific evidence of having the proper qualifications in order to implement the proposed scope of work, particularly as it relates to engaging a variety of stakeholders to design and facilitate community engagement and professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee</p>	

<p>the proposed scope of work, particularly as it relates to engaging a variety of stakeholders to design and facilitate community engagement and professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee?</p> <p><i>Assessment Artifact(s):</i> MR2, MR3, TR1, TR2, TR3</p>		<p>professional development meetings focusing on education finance, school budgeting, and the BEP in Tennessee</p>		
<p>Quality of Prior Work and Outcomes: Does the applicant demonstrate through their work sample, outcomes summary, references, and responses that they possess of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community?</p> <p>Does the applicant clearly highlight any outcomes, deliverables or tangible results that have come as a result of their previous engagement work?</p> <p><i>Assessment Artifact(s):</i> MR2, MR3, TR1, TR2, TR3</p>	<p>Applicant does not demonstrate through their work sample, outcomes summary, references, and responses that they possess of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community</p> <p>AND</p> <p>Applicant does not clearly highlight any outcomes, deliverables or tangible results that have come as a result of their previous engagement work</p>	<p>Applicant provides limited evidence through their work sample, outcomes summary, references, and responses that they possess of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community</p> <p>AND</p> <p>Applicant provides limited or unclear evidence of any outcomes, deliverables or tangible results that have come as a result of their previous engagement work</p>	<p>Applicant provides clear, compelling, and specific evidence through their work sample, outcomes summary, references, and responses that they possess of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community</p> <p>AND</p> <p>Applicant provides limited or unclear evidence of any outcomes, deliverables or tangible results that have come as a result of their previous engagement work</p>	<p>Applicant provides clear, compelling, and specific evidence through their work sample, outcomes summary, references, and responses that they possess of a strong track record of leading successful presentations and engagement events that bring together a wide variety of stakeholders from across a community</p> <p>AND</p> <p>Applicant provides clear, compelling, and specific evidence of any outcomes, deliverables or tangible results that have come as a result of their previous engagement work</p>
<p>Ability to leverage existing relationships in</p>	<p>The applicant does not clearly outline the extent of their existing community</p>	<p>The applicant clearly outlines their existing community relationships and partnerships in</p>	<p>The applicant clearly outlines their existing community relationships and partnerships in Tennessee, and specifically highlights</p>	<p>The applicant clearly outlines their existing community relationships and partnerships in both Tennessee and in each of the</p>

<p>Tennessee and its CORE regions:</p> <p>Does the applicant clearly outline their existing community relationships and partnerships in Tennessee, and specifically highlight any relationships within each of the CORE regions in which they would be offering services?</p> <p>Does the applicant adequately explain how they plan to build on previous work and leverage existing relationships and partnerships in order to successfully engage community members in discussions related to school funding, education finance, school budgeting, and the BEP?</p> <p>If the applicant does not have any existing relationships or partnerships in Tennessee and/or each of the CORE regions in which they would be offering services, do they clearly note that fact and outline how they will leverage their qualifications, prior experience, and existing networks in order to forge new relationships?</p> <p><i>Assessment Artifact(s):</i> MR2, MR3, TR1, TR2, TR3</p>	<p>relationships and partnerships in Tennessee</p> <p>OR</p> <p><i>If the applicant does not have any existing relationships or partnerships in Tennessee, they do not clearly outline</i> how they will leverage their qualifications, prior experience, and existing networks in order to forge new relationships in Tennessee</p>	<p>Tennessee but does not specifically highlight or elaborate on whether or not they have any relationships within each of the CORE regions in which they would be offering services</p> <p>OR</p> <p><i>If the applicant does not have any existing relationships or partnerships in Tennessee, they provide a clear outline of</i> how they will leverage their qualifications, prior experience, and existing networks in order to forge new relationships in Tennessee</p>	<p>or elaborate on whether or not they have any relationships within each of the CORE regions in which they would be offering services</p> <p>AND</p> <p>The applicant provides a limited explanation of how they plan to build on previous work and leverage existing relationships and partnerships in order to successfully engage community members in discussions related to school funding, education finance, school budgeting, and the BEP</p> <p>OR</p> <p><i>If the applicant does have existing relationships and partnerships in Tennessee but does not have any existing relationships or partnerships within each of the CORE regions in which they would be providing services, they provide a clear outline of</i> how they will leverage their qualifications, prior experience, and existing networks in order to forge new relationships in each of the CORE regions in which they would be offering services</p>	<p>CORE region(s) in which they will be offering services.</p> <p>AND</p> <p>The applicant provides a clear, compelling, and specific explanation of how they plan to build on previous work and leverage existing relationships and partnerships in order to successfully engage community members in discussions related to school funding, education finance, school budgeting, and the BEP</p>
<p>Ability to Execute on Scope of Services and Effectively Manage Resources:</p> <p>Does the applicant</p>	<p>Applicant fails to demonstrate an ability to thoughtfully plan and execute a variety outreach</p>	<p>Applicant clearly demonstrates an ability to thoughtfully plan and execute a variety outreach</p>	<p>Applicant clearly demonstrates an ability to thoughtfully plan and execute a variety outreach and engagement activities,</p>	<p>Applicant clearly demonstrates an ability to thoughtfully plan and execute a variety outreach and engagement activities, such as webinars and in-</p>

<p>demonstrate, based on their prior experience, work sample, outcomes summary, and budget proposal, that they possess an ability to thoughtfully plan and execute a variety outreach and engagement activities, such as webinars and in-person events, to a wide array of stakeholder audiences?</p> <p>Does the applicant demonstrate an ability to thoughtfully plan and differentiate how they deliver their services based on a vision or goal set by an external partner?</p> <p>Does the applicant demonstrate, based on their previous work sample and budget proposal, an ability to effectively manage resources and event budgets in a manner that will maximize impact?</p> <p><i>Assessment Artifact(s):</i> MR2, MR3, MR4, MR5, TR2, TR3</p>	<p>and engagement activities, such as webinars and in-person events, to a wide array of stakeholder audiences.</p>	<p>and engagement activities, such as webinars and in-person events, to a wide array of stakeholder audiences, but applicant fails to adequately demonstrate an ability to thoughtfully plan and differentiate their services while effectively managing resources and event budgets in a manner that maximizes impact.</p>	<p>such as webinars and in-person events, to a wide array of stakeholder audiences.</p> <p>Applicant clearly demonstrates an ability to thoughtfully plan and differentiate their services, but does not demonstrate an ability to effectively manage resources and event budgets in a manner that maximizes impact.</p>	<p>person events, to a wide array of stakeholder audiences.</p> <p>Applicant clearly demonstrates an ability to thoughtfully plan and differentiate their services while effectively managing resources and event budgets in a manner that maximizes impact.</p>
--	--	---	--	--

Attachment B: Budget Template

GRANT BUDGET

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 CATEGORY¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Attachment C: Pro Forma Grant Contract

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

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

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

See sample *Pro Forma* Contract below

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

This Grant Contract, by and between the **State of Tennessee, Department of Education**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of School Funding Engagement Grant, 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. Basic Education Program ("BEP"): Refers to the funding formula through which State education dollars are generated and distributed to Tennessee schools. The funds generated by the BEP are what the State of Tennessee has defined as sufficient to provide a basic level of education for Tennessee students. This basic level of funding includes both a state share of the BEP and a local share of the BEP.
 - b. CORE Region(s): "CORE" (Centers of Regional Excellence) regions are eight (8) defined regions in the state of Tennessee identified by the State. These regions formulate the engagement structure the State currently uses for district support and development, technical assistance, and engagement.
 - c. Feedback: This term refers to the consistent and intentional practice of presenting an idea, piece of information, or strategy and then intentionally requesting participants to respond to that content verbally and/or in writing.
 - d. Regional Engagement Meeting(s): Regional community engagement and professional development meetings, held by the Grantee in each of the eight (8) CORE Regions in Tennessee, related to school funding, school budgeting, and the BEP.
 - e. Webinar: Refers to remote professional learning series that is provided over the Internet using software, such as Zoom or Microsoft Teams.
- A.3. Regional Engagement Meetings and General Requirements: The Grantee shall lead significant stakeholder engagement and professional development activities related to school funding, education finance, school budgeting, and the BEP in each of the eight (8) CORE Regions in Tennessee.
- a. The Grantee shall design and facilitate no less than five (5), and no more than ten (10), Regional Engagement Meetings in each of the eight (8) CORE Region(s) in Tennessee. The Grantee shall adhere to all requirements and timelines listed in Sections A.4.-A.7. regarding approval and execution of all Regional Engagement Meetings.

- b. Regional Engagement Meetings may include both a) stakeholder engagement sessions related to school funding, school budgeting, and the BEP; and b) professional development sessions related to helping community stakeholders understand, implement, and optimize state funding systems.
- c. The Grantee shall design, plan, and facilitate the Regional Engagement Meetings in each of Tennessee's CORE Regions, based on the State's requested content and scope for the meetings. Meeting content and scope will be driven by the ongoing development of conversations related to school funding in Tennessee, and the Grantee shall be responsive to requests, provided in writing by the State, related to adjustments in the content and scope of Regional Engagement Meetings.
- d. Each Regional Engagement Meeting conducted by the Grantee may occur either in an in-person, virtual, or in a hybrid format. Any in-person engagement that occurs must be accompanied by an optional Webinar or virtual engagement event that shall be made publicly available for those stakeholders who cannot travel or attend an in-person event. In cooperation with the State, the Grantee shall ensure that all Webinars or virtual engagement events are recorded and made publicly available online following the conclusion of each event.
- e. Each Regional Engagement Meeting conducted by the Grantee shall bring together a representative group of interested stakeholders to discuss topics and gather community Feedback related to the school and district funding systems, as well as possible adjustments to BEP formula design. Stakeholders involved in Regional Engagement Meetings may include, but are not limited to, the following: district and school personnel; charter school personnel; families and parents of school-aged children; members of the higher education community; members of the business community; elected officials; and other interested parties. The Grantee shall conduct stakeholder outreach and deliver the number of Regional Meetings as approved in the A.5. Project Delivery Plan.
- f. The Grantee shall be responsible for the following expenses related to Regional Engagement Meetings and may request reimbursement for these expenses in compliance with all requirements listed in sections C.1.-C.13. of this Grant Contract:
 - (1) Materials and resources to prepare and lead comprehensive meetings, including Webinar materials, office supplies, technology, food, and communications/marketing materials.
 - (2) Travel expenses directly related to Grantee and stakeholder participation in convenings; and
 - (3) Communications expenses related to the content of the meeting and work of the State and to raise awareness for opportunities to engage.
- g. The Grantee shall share all data collected during the Regional Engagement Meetings and pursuant to this Contract with the State. If requested, the Grantee shall include specific survey questions provided by the State.
 - (1) No more than five (5) business days after each Regional Engagement Meeting occurs, the Grantee shall provide the State with, at minimum, a list of meeting participants, meeting notes, qualitative Feedback or input gathered from participants related to the scope and content of the Regional Engagement Meeting, and any other relevant data or deliverables gathered as a result of the Regional Engagement Meeting.

- (2) The Grantee shall administer and collect participant survey and satisfaction data at the conclusion of each Regional Engagement Meeting and shall share that data with the State no later than five (5) business days after the Regional Engagement Meeting occurs. Participant survey and satisfaction data shared with the State shall include, at minimum:
 - i. Key takeaway lessons, self-reported by each participant
 - ii. Suggestions for content and delivery of future community engagement and professional development Regional Engagement Meetings
- (3) The Grantee must ensure that all data or deliverables related to Regional Engagement Meetings are shared with the State in formats that would allow data to be easily transferable to a website for public display. The Grantee shall propose a suggested data sharing format for approval by the State.

A.4. Initial Project Planning Meeting: No later than five (5) business days following the Grant Contract's Effective Date, unless otherwise approved in writing by the State, the Grantee and the State's steering committee shall conduct, in a format mutually agreed upon by the State and the Grantee, an Initial Project Planning Meeting to discuss, at minimum, the following:

- a. Proposed scope and content to be covered in Regional Engagement Meetings conducted by the Grantee in each of the CORE Regions in which the Grantee is providing services
- b. Possible format, frequency, and location of Regional Engagement Meetings in each of the CORE Regions in which the Grantee is providing services

The State reserves the right to request that initial planning discussions between the Grantee and the State occur via email, in place of a formal Initial Project Planning Meeting.

A.5. Project Delivery Plan: No later than ten (10) business days following the Grant Contract's Effective Date, and no earlier than (7) business days prior to the first scheduled Regional Engagement Meeting, unless otherwise approved in writing by the State, the Grantee shall deliver a Project Delivery Plan, for review and approval by the State. The Project Delivery Plan shall be informed by the Initial Project Planning Meeting between the Grantee and the State as outlined in A.4., as well as ongoing discussions between both parties. The Project Delivery Plan shall include, at a minimum, the following components:

- a. A detailed narrative that outlines the proposed number of Regional Engagement Meetings the Grantee deems necessary to be held within each CORE Region served in order to ensure sufficient engagement and input from the community. The Grantee shall outline the proposed date, time, location, scope, theme, format, and intended outcome of each Regional Engagement Meeting they intend to administer within each CORE Region. All Regional Engagement Meetings proposed must adhere to all requirements outlined in A.3.
- b. A detailed outreach plan that outlines the stakeholder groups the Grantee hopes to engage as part of each Regional Engagement Meetings. This outreach plan shall detail how the Grantee plans to directly engage these stakeholder groups both prior to and during each Regional Engagement Meeting.

A.6. Regional Engagement Meetings—Ongoing Delivery Requirements: Upon approval of the Project Delivery Plan by the State, the Grantee shall adhere to the following requirements:

- a. No less than seven (7) business days prior to the delivery date of each Regional Engagement Meeting approved by the State, the Grantee shall present an outline of preliminary presentation material, including all content, topics, and issue areas covered, to a steering committee of State personnel. This presentation of preliminary material may occur via email exchange or via video conference, as proposed by the Grantee and approved by the State.

The Grantee shall develop and edit presentation material in collaboration with the State, if requested by the steering committee. Finalized presentation material shall be emailed to the State no less than 48 hours prior to the beginning of the presentation. All Regional Engagement Meeting materials must adhere to all requirements outlined in A.3.

A.7. Ongoing Collaboration Requirements: As part of ongoing engagement and collaboration with the State, the Grantee shall:

- a. Participate in regular meetings with State staff who will serve on a designated steering committee that determines the content, topics, and scope of Regional Engagement Meetings delivered by the Grantee. The Grantee shall propose, and the State and Grantee shall mutually agree upon, a meeting schedule that both parties will adhere. Meetings shall also occur as needed, upon written request from the State.
- b. Provide Feedback and comments in joint meetings through a mutually developed and standardized template that is approved by both the State and the Grantee.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment A**, is incorporated in this Grant Contract.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

B. TERM OF GRANT CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on **DATE** ("Effective Date") and ending on **DATE**, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as **Attachment B**, shall constitute the maximum amount due the Grantee

under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Ben Gagne-Maynard, Director of Special Projects
 Tennessee Department of Education, Office of the Deputy Commissioner
 Andrew Johnson Tower, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Ben.Gagne-Maynard@tn.gov
 (615) 917-2817

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Education, Division of Finance
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Ben Gagne-Maynard, Director of Special Projects
 Tennessee Department of Education, Office of the Deputy Commissioner
 Andrew Johnson Tower, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Ben.Gagne-Maynard@tn.gov
 (615) 917-2817

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-Grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial is 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. 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/excomp.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. 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.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A**Federal Award Identification Worksheet**

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

ATTACHMENT B

(1 of 2)

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

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

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

ATTACHMENT B

(2 of 2)

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT 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 b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT 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

Grantee's Proposal

Attachment D: Pro Forma Interagency Grant Agreement

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

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

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

See sample *Pro Forma* Contract below

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

This Grant Agreement, by and between the **State of Tennessee, Department of Education** (the "Grantor State Agency"), and **Insert Name of State Agency** (the "Grantee"), is for the provision of School Funding Engagement Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. Definitions. For purposes of this Grant Agreement, definitions shall be as follows and as set forth in the Grant Agreement:
- a. Basic Education Program ("BEP"): Refers to the funding formula through which state education dollars are generated and distributed to Tennessee schools. The funds generated by the BEP are what the State of Tennessee has defined as sufficient to provide a basic level of education for Tennessee students. This basic level of funding includes both a state share of the BEP and a local share of the BEP.
 - b. CORE Region(s): "CORE" (Centers of Regional Excellence) regions are eight (8) defined regions in the state of Tennessee identified by the Grantor State Agency. These regions formulate the engagement structure the Grantor State Agency currently uses for district support and development, technical assistance, and engagement.
 - c. Feedback: This term refers to the consistent and intentional practice of presenting an idea, piece of information, or strategy and then intentionally requesting participants to respond to that content verbally and/or in writing.
 - d. Regional Engagement Meeting(s): Regional community engagement and professional development meetings, held by the Grantee in each of the eight (8) CORE Regions in Tennessee, related to school funding, school budgeting, and the BEP.
 - e. Webinar: Refers to remote professional learning series that is provided over the Internet using software, such as Zoom or Microsoft Teams.
- A.3. Regional Engagement Meetings and General Requirements: The Grantee shall lead significant stakeholder engagement and professional development activities related to school funding, education finance, school budgeting, and the BEP in each of the eight (8) CORE Regions in Tennessee.
- a. The Grantee shall design and facilitate no less than five (5), and no more than ten (10), Regional Engagement Meetings in each of the eight (8) CORE Region(s) in Tennessee. The Grantee shall adhere to all requirements and timelines listed in Sections A.4.-A.7. regarding approval and execution of all Regional Engagement Meetings.

- b. Regional Engagement Meetings may include both a) stakeholder engagement sessions related to school funding, school budgeting, and the BEP; and b) professional development sessions related to helping community stakeholders understand, implement, and optimize state funding systems.
- c. The Grantee shall design, plan, and facilitate the Regional Engagement Meetings in each of Tennessee's CORE Regions, based on the Grantor State Agency's requested content and scope for the meetings. Meeting content and scope will be driven by the ongoing development of conversations related to school funding in Tennessee, and the Grantee shall be responsive to requests, provided in writing by the Grantor State Agency, related to adjustments in the content and scope of Regional Engagement Meetings.
- d. Each Regional Engagement Meeting conducted by the Grantee may occur either in an in-person, virtual, or in a hybrid format. Any in-person engagement that occurs must be accompanied by an optional Webinar or virtual engagement event that shall be made publicly available for those stakeholders who cannot travel or attend an in-person event. In cooperation with the Grantor State Agency, the Grantee shall ensure that all Webinars or virtual engagement events are recorded and made publicly available online following the conclusion of each event.
- e. Each Regional Engagement Meeting conducted by the Grantee shall bring together a representative group of interested stakeholders to discuss topics and gather community Feedback related to the school and district funding systems, as well as possible adjustments to BEP formula design. Stakeholders involved in Regional Engagement Meetings may include, but are not limited to, the following: district and school personnel; charter school personnel; families and parents of school-aged children; members of the higher education community; members of the business community; elected officials; and other interested parties. The Grantee shall conduct stakeholder outreach and deliver the number of Regional Meetings as approved in the A.5. Project Delivery Plan.
- f. The Grantee shall be responsible for the following expenses related to Regional Engagement Meetings and may request reimbursement for these expenses in compliance with all requirements listed in sections C.1.-C.8. of this Grant Agreement:
 - (1) Materials and resources to prepare and lead comprehensive meetings, including Webinar materials, office supplies, technology, food, and communications/marketing materials.
 - (2) Travel expenses directly related to Grantee and stakeholder participation in convenings; and
 - (3) Communications expenses related to the content of the meeting and work of the Grantor State Agency and to raise awareness for opportunities to engage.
- g. The Grantee shall share all data collected during the Regional Engagement Meetings and pursuant to this Contract with the Grantor State Agency. If requested, the Grantee shall include specific survey questions provided by the Grantor State Agency.
 - (1) No more than five (5) business days after each Regional Engagement Meeting occurs, the Grantee shall provide the Grantor State Agency with, at minimum, a list of meeting participants, meeting notes, qualitative Feedback or input gathered from participants related to the scope and content of the Regional Engagement Meeting, and any other relevant data or deliverables gathered as a result of the Regional Engagement Meeting.

- (2) The Grantee shall administer and collect participant survey and satisfaction data at the conclusion of each Regional Engagement Meeting and shall share that data with the Grantor State Agency no later than five (5) business days after the Regional Engagement Meeting occurs. Participant survey and satisfaction data shared with the Grantor State Agency shall include, at minimum:
 - i. Key takeaway lessons, self-reported by each participant
 - ii. Suggestions for content and delivery of future community engagement and professional development Regional Engagement Meetings
- (3) The Grantee must ensure that all data or deliverables related to Regional Engagement Meetings are shared with the Grantor State Agency in formats that would allow data to be easily transferable to a website for public display. The Grantee shall propose a suggested data sharing format for approval by the Grantor State Agency.

- A.4. Initial Project Planning Meeting: No later than five (5) business days following the Grant Agreement's Effective Date, unless otherwise approved in writing by the Grantor State Agency, the Grantee and the Grantor State Agency's steering committee shall conduct, in a format mutually agreed upon by the Grantor State Agency and the Grantee, an Initial Project Planning Meeting to discuss, at minimum, the following:
- a. Proposed scope and content to be covered in Regional Engagement Meetings conducted by the Grantee in each of the CORE Regions in which the Grantee is providing services
 - b. Possible format, frequency, and location of Regional Engagement Meetings in each of the CORE Regions in which the Grantee is providing services

The Grantor State Agency reserves the right to request that initial planning discussions between the Grantee and the Grantor State Agency occur via email, in place of a formal Initial Project Planning Meeting.

- A.5. Project Delivery Plan: No later than ten (10) business days following the Grant Agreement's Effective Date, and no earlier than (7) business days prior to the first scheduled Regional Engagement Meeting, unless otherwise approved in writing by the Grantor State Agency, the Grantee shall deliver a Project Delivery Plan, for review and approval by the Grantor State Agency. The Project Delivery Plan shall be informed by the Initial Project Planning Meeting between the Grantee and the Grantor State Agency as outlined in A.4., as well as ongoing discussions between both parties. The Project Delivery Plan shall include, at a minimum, the following components:
- a. A detailed narrative that outlines the proposed number of Regional Engagement Meetings the Grantee deems necessary to be held within each CORE Region served in order to ensure sufficient engagement and input from the community. The Grantee shall outline the proposed date, time, location, scope, theme, format, and intended outcome of each Regional Engagement Meeting they intend to administer within each CORE Region. All Regional Engagement Meetings proposed must adhere to all requirements outlined in A.3.
 - b. A detailed outreach plan that outlines the stakeholder groups the Grantee hopes to engage as part of each Regional Engagement Meetings. This outreach plan shall detail how the Grantee plans to directly engage these stakeholder groups both prior to and during each Regional Engagement Meeting.

- A.6. Regional Engagement Meetings—Ongoing Delivery Requirements: Upon approval of the Project Delivery Plan by the Grantor State Agency, the Grantee shall adhere to the following requirements:

- a. No less than seven (7) business days prior to the delivery date of each Regional Engagement Meeting approved by the Grantor State Agency, the Grantee shall present an outline of preliminary presentation material, including all content, topics, and issue areas covered, to a steering committee of Grantor State Agency personnel. This presentation of preliminary material may occur via email exchange or via video conference, as proposed by the Grantee and approved by the Grantor State Agency. The Grantee shall develop and edit presentation material in collaboration with the Grantor State Agency, if requested by the steering committee. Finalized presentation material shall be emailed to the Grantor State Agency no less than 48 hours prior to the beginning of the presentation. All Regional Engagement Meeting materials must adhere to all requirements outlined in A.3.

A.7. Ongoing Collaboration Requirements: As part of ongoing engagement and collaboration with the Grantor State Agency, the Grantee shall:

- a. Participate in regular meetings with Grantor State Agency staff who will serve on a designated steering committee that determines the content, topics, and scope of Regional Engagement Meetings delivered by the Grantee. The Grantee shall propose, and the Grantor State Agency and Grantee shall mutually agree upon, a meeting schedule that both parties will adhere. Meetings shall also occur as needed, upon written request from the Grantor State Agency.
- b. Provide Feedback and comments in joint meetings through a mutually developed and standardized template that is approved by both the Grantor State Agency and the Grantee.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment A**, is incorporated in this Grant Agreement.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance, these items shall govern in order of precedence below:

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

B. TERM OF AGREEMENT:

B.1. This Grant Agreement shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. The Grantor State Agency may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Agreement,

under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment B**, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
 - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for

indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.

- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Ben Gagne-Maynard, Director of Special Projects
 Tennessee Department of Education, Office of the Deputy Commissioner
 Andrew Johnson Tower, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Ben.Gagne-Maynard@tn.gov
 (615) 917-2817

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

(###) ###-####

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

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

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The

Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

IN WITNESS WHEREOF,

GRANTEE STATE AGENCY:

GRANTEE SIGNATURE

DATE

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

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A**Federal Award Identification Worksheet**

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

ATTACHMENT B

(1 of 2)

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

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

ATTACHMENT B

(2 of 2)

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT C

Grantee's Proposal