



Department of
Education

Registered Teacher Apprenticeship Program ("RTAP") Expansion Grant (FY2027-FY2028)

2026 Request for Applications (RFA)

Tennessee Department of Education | JUNE 2026

Application Due Date: June 18, 2026

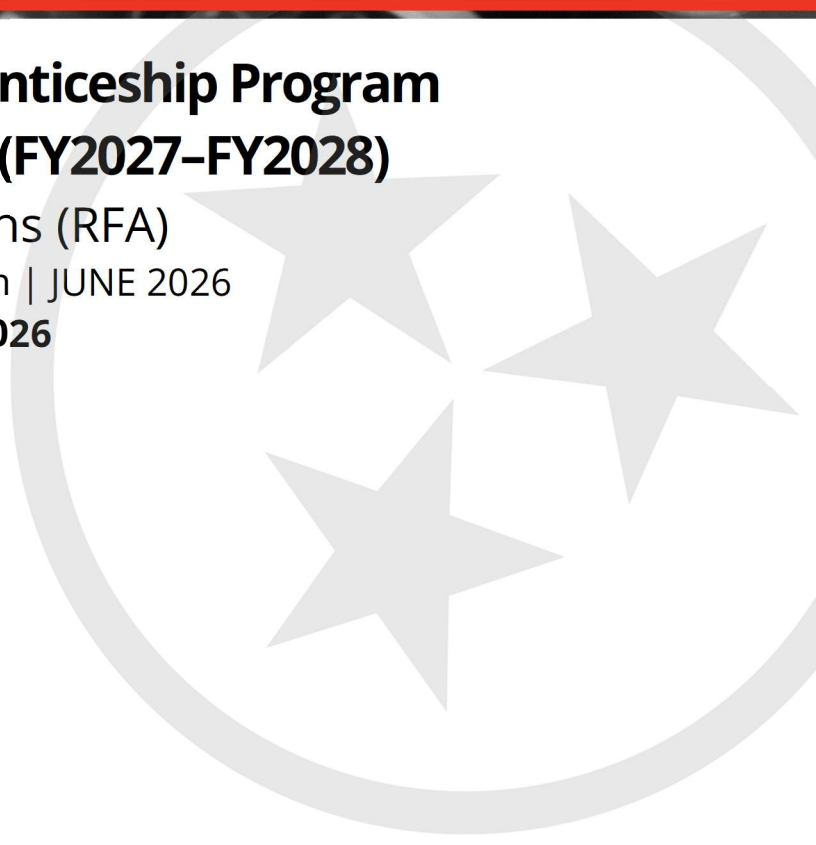


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General Information

Background

In January 2022, Tennessee became the first state in the nation to launch a federally Registered Teacher Occupation Apprenticeship Program, approved by the U.S. Department of Labor (“USDOL”) and jointly implemented by the Tennessee Department of Education (“State”) and the Tennessee Department of Labor and Workforce Development (“TDLWD”).¹ This groundbreaking initiative established a low-cost, earn-and-learn model designed to enable aspiring educators to gain classroom experience, earn a wage, and complete their degree and licensure requirements simultaneously. Through the Registered Teacher Apprenticeship Program (“RTAP”) model, Local Education Agencies (“LEAs”) partner with Educator Preparation Providers (“EPPs”) to cultivate a sustainable, homegrown teacher workforce to address both immediate staffing needs and long-term workforce development goals.

According to data from the State’s 2024 Educator Vacancy Data Collection, more than 85% of Tennessee districts reported at least one (1) unfilled teaching position at the start of the 2024–25 school year.² In 2024, about 7.8% of teaching positions in traditional Tennessee public schools were either vacant or filled by teachers with emergency credentials (permits/endorsement exemptions), rather than by fully qualified and licensed teachers, with over one thousand (1,000) positions statewide that were either vacant or filled by teachers on emergency permits.³

Teacher shortages vary across the state by geography and endorsement area; they are often especially acute in rural and economically distressed areas, where LEAs face challenges in recruiting and retaining effective educators. In 2024, for the first time, rural LEAs reported having the largest number of vacancies of any locale type in Tennessee, with vacancies more than doubling from under three hundred (300) to over six hundred (600) in one (1) year.⁴ Across the state, shortages are most severe in world languages, English as a Second Language (“ESL”), mathematics, early childhood education, and special education, with all fields identified as persistent high-need areas for more than a decade.⁵

¹ Tennessee Department of Education. (2022). Registered Teacher Apprenticeship Program (RTAP). <https://www.tn.gov/education/rtap.html>.

² Tennessee Department of Education. (2024). Educator Vacancy Data Collection 2024. <https://www.tn.gov/content/dam/tn/stateboardofeducation/documents/2025-sbe-meetings/november-21%2C-2025-sbe-meeting/11-21-25%2011%20D%20Educator%20Vacancy%20Report%202024-25%20Attachment.pdf>

³ EdTrust Tennessee. (2024). Five Things Advocates Should Know About the State of Tennessee’s Teacher Workforce in 2023-2024. <https://edtrusttn.org/resource/5things-advocates-should-know-about-the-state-of-tennessees-teacher-workforce-in-2023-2024/>.

⁴ EdTrust Tennessee. (2024).

⁵ Tennessee Department of Education. (2024). Educator Vacancy Data Collection 2024.

Procurement Purpose

The State is seeking up to forty-five (45) qualified TN EPPs for the **TeachReadyTN RTAP Expansion Grant** to help establish and expand opportunities for aspiring teachers in Tennessee to enroll in a high-quality, affordable state-sponsored RTAP. In this model, aspiring teachers “earn while they learn,” meaning they serve as an employee within a Tennessee public school over the course of their training and preparation and become eligible to serve as a fully licensed and endorsed teacher. In other words, during the RTAP, a teacher apprentice will serve in a paid, classroom-based instructional support role, usually as a paraprofessional, while completing aligned coursework, developing their skills in accordance with a competency-based training framework, and earning a progressively increasing wage.

Eligible applicants include public and private Educator Preparation Providers (“EPPs”) that commit to partnering with one (1) or more Tennessee local education agency (“LEA”) and/or public charter school via a Charter Management Organization (“CMO”) to design, implement, or expand an RTAP. Applicants must demonstrate the ability to recruit, prepare, and support apprentices through successful program completion, in alignment with State and federal apprenticeship requirements.

The purpose of this grant is to support RTAP partnerships that are driven by local workforce needs and grounded in a sustainable cost-sharing model that minimizes out-of-pocket costs for teacher candidates. For example, an EPP may implement a cost-sharing model in which a partner LEA contributes a portion of funding to cover candidates’ qualified educational expenses. Ultimately, RTAPs are designed to ensure that teacher apprentices do not bear a significant financial burden while completing the requirements to become fully licensed and endorsed teachers; therefore, EPPs selected for a grant award shall ensure that an individual apprentice’s out-of-pocket cost or repayable loan burden does not exceed fifteen percent (15%) of total qualified program expenses.

Interested EPPs must submit an application to the State, which shall include a proposal to serve their respective candidates via one (1) or both of the following pathways:

Pathway A:

2-year bachelor’s degree-granting and licensure programs, for teacher candidates/apprentices with at least an associate’s degree or equivalent undergraduate credits (60+).

Teacher apprentices must complete a minimum of **2,000 hours** of full-time on-the-job learning prior to completing the EPP program. If choosing Option A, EPP applicants must agree to administer this program according to a timeline that allows each participating teacher apprentice to be eligible to become a fully licensed and endorsed teacher-of-record in Tennessee no later than June 30, 2029. As such, the EPP’s programs must select and fully enroll new teacher apprentices no later than April 1, 2027. EPPs offering programs that will have completed selection and enrollment of initial cohorts of new teacher apprentices and that are scheduled to begin no later than October 31, 2026 will be prioritized for these grant awards.

Pathway B:

Post-baccalaureate licensure + endorsement or Master's degree and licensure + endorsement granting pathway, for teacher candidates/apprentices with at least a bachelor's degree.

EPP programs which require a minimum of 2,000 hours of full-time on-the-job learning prior to completing the program are preferred. If choosing Option B, EPP applicants must agree to administer this type of program according to a timeline that allows each participating teacher apprentice to be eligible to become a fully licensed teacher-of-record in Tennessee no later than June 30, 2029. As such, the EPP's programs must select and fully enroll new teacher apprentices no later than April 1, 2027. EPPs offering programs that will have completed selection and enrollment of initial cohorts of new teacher apprentices and that are scheduled to begin no later than October 31, 2026 will be prioritized.

See Attachment B for the pro forma grant contract that includes a detailed scope of services. This substantially represents the contract document that the awarded grantees must sign.

The State's total budget for the TeachReadyTN RTAP Expansion Grant project is \$3,500,000.00 for a program duration of twenty-four (24) months. Individual EPP grantees will receive a portion of these funds as a subaward from the State for their individual contract term.

Communications

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

Kayla Michaud, Procurement Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Kayla.Michaud@tn.gov

Review Process

All complete application packages meeting the requirements and received by the State on or before the application deadline will be forwarded to a review committee. The committee will provide each application with a merit score based on the review criteria and rubric. A copy of the scoring rubric can be found in **Attachment A: Scoring Rubric**.

The State will select up to forty-five (45) grantees based on alignment with the State's programmatic priorities and workforce needs, as outlined in this RFA, and final averaged scores resulting from the competitive review process. Applications will be ranked from highest to lowest based on these final scores, and funding will be awarded in rank order, beginning with the highest-scoring application and continuing in descending order, until available funding is exhausted.

That said, the State reserves the right to not fund an application if it is determined that the proposed program does not sufficiently align with these priorities, regardless of score. Further, the State reserves the right to make partial awards or awards at reduced funding levels, based on the availability of funds and the scope of the proposed project. The State also reserves the right to make no awards or to reject any or all applications. All award decisions are final and subject to approval by State procurement offices.

Schedule

Event	Time (Central Time Zone)	Date
RFA Released		June 4, 2026
Application Deadline	5:00 PM CT	June 18, 2026
Notice of Contract Award		June 25, 2026
Proposed Contract Start Date		July 1, 2026

Application Procedures

Applications must be completed and submitted via email to Kayla.Michaud@tn.gov by **5:00 PM CT on June 18, 2026**. Paper copies of applications will **not** be accepted.

Steps to apply:

1. Address all application components in **one** submission.
2. Clearly label each section of the application package in correspondence with each section (mandatory requirements, technical responses, etc.)
3. Ensure that it is clear which item(s) a response corresponds with.
4. Submit the application in **one** PDF.
5. Email the submission PDF by the response deadline.

Application Components

1. ***Mandatory Requirements***

Only applications meeting the mandatory requirements (listed in **Attachment A: Scoring Rubric**) will be considered.

2. ***Technical Response***

A review committee made up of three (3) or more State employees will independently evaluate and score all applications that meet the mandatory requirements. Each reviewer will use the whole number, raw point scale for scoring each item as listed in **Attachment A: Scoring Rubric**. The reviewers' scores will be averaged to determine the applicant's final, overall score. Funding will be awarded in rank order, beginning with the highest-scoring application and continuing in descending order, until available funding is exhausted. The State reserves the right to make partial awards or awards at reduced funding levels based on the availability of funds and the scope of the proposed project. The State also reserves the right to make no awards or to reject any or all applications. All award decisions are final and subject to approval by State procurement offices. Applicants selected for award will receive the contract attached hereto.

Attachment A: Scoring Rubric

Mandatory Requirements (Pass/Fail)

Applicants must respond to all questions below in order to be considered.

Applicant Name:		
Mandatory Requirements	PASS/FAIL	
1. Detail the name, e-mail address, mailing address, and telephone number of the person the State should contact regarding the response.		
2. Provide a statement confirming that, if awarded a contract, the applicant will substantially accept and agree to all terms and conditions set out in the Pro Forma Grant Contract (or note any limited exceptions). If the contract is awarded to a Tennessee state entity, the standard terms and conditions of the contract shall be revised accordingly.		
3. Describe the applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, Tennessee state university, etc.) and business location (physical location or domicile).		
4. Detail the number of years the applicant has been in business and briefly describe how long the applicant has been providing the services listed in the Pro Forma Grant Contract or similar services.		
5. Provide a statement of whether, in the last ten (10) years, the applicant has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.		
6. Provide a statement of whether there is any material, pending litigation against the applicant that the applicant should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the applicant's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the		

applicant's performance in a contract pursuant to this solicitation.	
7. Provide a statement confirming that the applicant has all necessary intellectual property rights to provide all the goods and services required in the Pro Forma Grant Contract.	
8. Provide a statement indicating whether the applicant intends to use subcontractors to meet the requirements of any contract awarded pursuant to this solicitation, and if so, detail: <ul style="list-style-type: none">• Names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;• Description of the scope and portions of the services any subcontractor will perform; <u>and</u>• Statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the applicant's response to this solicitation.	

Technical Response (100 Points)

Applicants must address all technical response requirements listed below and provide, in sequence, all requested information and documentation. The review committee will independently evaluate and score all applications that meet the mandatory requirements detailed above and will assign a score to each technical response item using the technical response rubric below. The reviewers' scores will be averaged to determine the applicant's final, overall score, which will serve as the basis for selection.

Applicant Name:		
Technical Response	Maximum Points	Assigned Points
<p>1. Apprentice Seats: For each proposal included in the application, please outline the following details:</p> <ul style="list-style-type: none"> The number of apprentice seats that will be offered to each LEA partner for the proposed RTAP pathway. The number of seats offered to each LEA may vary and should be based on the size and need of the partnering LEA(s). The total number of seats offered across all LEA partners for the proposed RTAP pathway outlined in the proposal. 	40	
<p>2. Summary Table, Budget, and Budget Narrative:</p> <ul style="list-style-type: none"> Summary Table Applicants may propose one (1) or more pathways (e.g., undergraduate, post-baccalaureate) within a single application. If the applicant is submitting a single grant application with multiple proposed pathways, the applicant must include a Summary Table for Multiple Pathways from the Same Applicant, using the template found in Attachment B. Pathways may be differentiated by credential offered, endorsement areas, LEA partner(s), or some combination of those factors. *** If the applicant is only submitting one (1) pathway/proposal with its application, then the applicant does not have to submit a <i>Summary Table for Multiple Pathways from the Same Applicant</i> attachment with its application. 	6	

<ul style="list-style-type: none"> • Budget The applicant must submit a budget for each program proposal. Each of the applicant’s pathway proposals should include a clearly defined cost model aligned to the proposed program design and target population. Rather than prescribing a fixed funding amount per proposal or per apprentice, the State is seeking cost-effective models that demonstrate strategic use of funds, alignment to workforce needs, and long-term sustainability. The total funding requested across all of the applicant’s proposed pathways must not exceed \$350,000.00. • Budget Narrative The applicant must also submit a budget narrative for each program proposal. The narrative must include, at minimum, the following information: <ul style="list-style-type: none"> ▪ Annualized budget for each year of the proposed program ▪ Clear categorization of all proposed costs ▪ Proposed reimbursement schedule (no less than semesterly) ▪ Total number of apprentice seats and cost per apprentice ▪ Distribution of costs across partner LEAs (as applicable) ▪ Identification of costs covered by: <ul style="list-style-type: none"> ○ Requested grant funds ○ Leveraged EPP resources ○ Employer/LEA contributions ▪ A clear alignment between proposed costs and the number of apprentice seats 		
<p>3. Cost Sharing and Affordability: In alignment with the proposed budget (as detailed above), outline the following for each program proposal:</p> <ul style="list-style-type: none"> • Percentage (%) of total costs covered by: <ul style="list-style-type: none"> ○ EPP ○ LEA(s) • Percentage (%) of total qualified program costs that apprentices will be responsible for • Distribution of cost-sharing across partner LEAs (as applicable) <p>Responses must clearly demonstrate compliance with the requirement that an apprentice’s out-of-pocket costs or repayable loan burdens shall not exceed fifteen percent (15%) of total qualified program expenses.</p>	6	

<p>4. Need & Impact:</p> <p>Provide a narrative describing EPP endorsement areas, CORE regions served, workforce needs, target population, and expected outcomes. Include past performance data and clearly defined goals for completion and retention.</p> <p>The narrative should include the following data points:</p> <ul style="list-style-type: none"> • Endorsement Areas and Alignment to Need: Identify the teacher endorsement area(s) to be offered (e.g., dual, add-on, or single endorsement) and explain how these were selected based on local workforce needs, data trends, and available talent pools within each partnering LEA. • Geographic Scope: Identify the CORE region(s) to be served based on participating LEA partners. • Need, Target Population, and Proposed Approach: Provide a data-informed needs assessment that clearly defines the local educator workforce challenge(s) the proposed RTAP will address. Describe the target population for recruitment (e.g., paraprofessionals, substitute teachers, other school-based staff, or local talent pools) and the expected outcomes for apprentices, schools, and communities. Describe prior efforts to address these challenges, including what has been effective, what has not, and how those lessons inform the proposed approach. Identify the evidence-based strategies to be implemented, how they align to the RTAP model, and the metrics that will be used to measure success. • Past Performance (if applicable): Provide completion and retention rates (%) for teacher apprentices in any RTAPs operated since March 2022. Describe how the applicant and partnering LEAs will maintain or improve these outcomes. • Proposed Outcomes and Goals: Provide target completion and retention rates for each proposed RTAP pathway. Describe how the EPP and LEA partners will work together to achieve these outcomes and support apprentices in completing the program and remaining in a licensed teaching role in Tennessee. 	<p>12</p>	
<p>5. Program Activities, Timeline, and Courses:</p> <p>Provide course delivery structure, schedule, credit hours, and full program timeline aligned to obtaining licensure by June 30, 2029. This response should include, at minimum, the following information:</p> <ul style="list-style-type: none"> • Descriptions of how courses will be delivered (online, hybrid, in-person), and an outline of when courses will be offered (e.g. synchronous, asynchronous) • Course descriptions and a full course schedule for the proposed RTAP pathway, including the number of credit hours necessary to earn recommendation for 	<p>8</p>	

<p>licensure and any degree(s) awarded as part of the proposed pathway</p> <ul style="list-style-type: none"> • A full program timeline, including a description of when all required program activities will occur 		
<p>6. Program Details and On-the-Job Learning (“OJL”) Model: Describe the OJL model, competency alignment, evaluation processes, and coordination between EPPs and LEAs for each proposed pathway. This response should detail the following information, at minimum:</p> <ul style="list-style-type: none"> • An overview of the planned training that will be offered to selected teacher apprentices. Please highlight how this training model has been built in partnership with the EPP’s partnering LEA(s) to directly address local needs • A description of how the EPP and partnering LEA(s) coordinate to ensure that teacher apprentices gradually take on more instructional responsibility over the course of the grant • A description of how the proposed LEA partner(s) structure and facilitate a high-quality, competency-aligned OJL model for selected teacher apprentices • A description of how the EPP applicant supports its LEA partner(s) OJL model • A description of how the EPP and LEA partner(s) will collaborate to ensure that all participating teacher apprentices are assessed against the on-the-job competencies for the Tennessee RTAP model • A description of how the EPP’s LEA partner(s) ensure that teacher apprentice progress is documented throughout the program • A description of what evaluation processes will be established at the EPP and LEA levels to provide feedback to apprentices throughout the program 	<p>5</p>	
<p>7. Mentor Support: Describe the EPP’s approach for mentor recruitment, selection, training, support, and pairing with teacher apprentices. The narrative should include, at minimum, the following information:</p> <ul style="list-style-type: none"> • A detailed description of how the EPP and its LEA partner(s) will market and recruit qualified mentor teachers for the proposed teacher apprenticeship program • A detailed description of how the EPP’s partnering LEA(s) will screen and select qualified mentor teachers • A detailed description of the specific training and/or professional development, compensation, ongoing support, and additional incentives that will be offered to selected mentor teachers 	<p>5</p>	

<ul style="list-style-type: none"> • A detailed description of how the EPP and its LEA partner(s) will pair selected mentor teachers with selected apprentice teachers • A detailed description of how assigned mentors will be trained to help differentiate support strategies and leverage individual apprentice’s strengths while working with apprentices of different backgrounds (i.e., career changers, recent high school graduates, experienced paraprofessionals) • A detailed description of how the EPP and its LEA partner(s) will ensure that mentor teachers are able to effectively manage their responsibilities as mentors while maintaining their assigned duties as lead classroom teachers 		
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<p>8. EPP/LEA Partnerships: Describe the EPP’s partnership structure, EPP and partner LEA(s) shared responsibilities, recruitment strategy, and alignment to workforce needs, including a detailed description of the partnership structure between the applicant and each partnering LEA within the proposed RTAP pathway(s) as outlined in the application. The narrative should include the following information, at minimum:</p> <ul style="list-style-type: none"> • An outline of the extent to which each LEA partner is responsible for key components of the program, including: <ul style="list-style-type: none"> ○ Apprentice recruitment and selection; ○ Related technical instruction delivery; ○ On-the-job learning supervision and mentor support; ○ Data/reporting requirements; ○ Wage progression and compliance; and ○ Ongoing program management. • An outline of teacher apprentice recruitment, screening, and selection processes, including the minimum qualifications for apprenticeship candidates and any HR requirements from the partnering LEA(s) • A description of who is the intended recruitment and talent pool for the proposed program • A description of what degrees or credentials teachers apprentices must currently possess to make them eligible for the proposed program (e.g., education assistants with a bachelor’s degree or career changers with at least a bachelor’s degree who are seeking to become teachers)? • An outline of how recruitment strategies will be designed to recruit “homegrown,” Tennessee-based talent into the teaching profession • A description of how the proposed RTAP pathway(s) help to address staffing needs and increase the 	<p>8</p>	
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<p>number and quality of educators serving within each partnering LEA</p>		
<p>9. Wraparound Supports:</p> <p>Describe academic, financial, and career supports provided to teacher apprentices, including past effectiveness data where available.</p> <p>The wraparound supports to outline include but are not limited to the following:</p> <ul style="list-style-type: none"> • Tutoring and academic counseling services; • Travel and transportation assistance (including any financial supports provided by the EPP or partner LEA(s)); • Career counseling; • Childcare assistance (including any financial or childcare assistance provided by the EPP or partner LEA(s)); • Peer learning communities and mentorship programs; and • Test preparation services. <p>Please also provide the licensure exam pass rates of teacher apprentices from similar programs your institution has administered in the past and outline what wraparound supports you provided to those teacher apprentices and how supports for this RTAP would compare.</p>	<p>4</p>	
<p>10. Sustainability Plan:</p> <p>Describe long-term funding strategies, partnerships, and how the program will be institutionalized and expanded beyond the grant period.</p>	<p>6</p>	
<p>Score (Maximum Possible = 100)</p>		

Technical Response Rubric

Technical Response Component	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
Apprentice Seats	40	Seat count is unclear, minimal, or not aligned to workforce need. LEA distribution was not provided or was not justified. (0 – 13 points)	Seat count is reasonable and somewhat aligned to identified workforce need. LEA distribution is defined but may lack strong justification. (14 – 27 points)	Seat count is ambitious, clearly defined, and strongly aligned to demonstrated workforce needs. LEA distribution is strategic, justified, and feasible. (28 – 40 points)
Summary Table, Budget & Budget Narrative	6	Budget is unclear, incomplete, or not aligned to proposed seat count. (0 – 2 points)	Budget is generally clear and aligned to proposed seat count but lacks detail or strong justification/narrative. (3 – 4 points)	Budget is clear, detailed, and well-aligned to proposed seat count, with a reasonable cost structure and defined cost per apprentice. Summary Table is included (as applicable) and is well detailed. (5 – 6 points)
Cost Sharing & Affordability	6	Cost-sharing is unclear and/or does not meet affordability expectations (including the 15% threshold). (0 – 2 points)	Meets minimum expectations but lacks clarity or strong LEA partner(s) contributions. (3 – 4 points)	Clear, equitable cost-sharing with strong LEA partner(s) investment and compliance with affordability requirements. (5– 6 points)
Need & Evidence of Impact	12	Limited or unclear needs assessment; weak alignment to workforce needs; outcomes not defined. (0 – 4 points)	Reasonable needs assessment and alignment to workforce needs; outcomes defined but may lack depth or strong evidence. (5 – 8 points)	Clear, data-driven needs assessment; strong alignment to workforce needs; well-defined outcomes and evidence-based approach. (9 – 12 points)
Program Activities, Timeline, and Courses	8	Timeline or course structure is unclear, incomplete, or not aligned to licensure requirements. (0 – 2 points)	Meets basic requirements but lacks detail or cohesion. (3 – 5 points)	Clear, detailed, and well-structured timeline and coursework aligned to licensure and program success. (6 – 8 points)

Program Details and On-the-Job (“OJL”) Learning Model	5	OJL model is unclear or not aligned to competencies. (0 – 1 points)	Basic OJL model with partial alignment to competencies. (2 – 3 points)	Strong, clearly defined OJL model aligned to competencies with effective coordination and evaluation. (4 – 5 points)
Mentor Support	5	Mentorship model is unclear, ineffective, or incomplete. (0 – 1 points)	Basic mentorship model but lacks depth or consistency. (2 – 3 points)	Comprehensive mentorship model with clear recruitment, training, support, and pairing strategies. (4 – 5 points)
EPP/LEA Partnerships	8	Partnership structure is unclear or lacks defined roles. (0 – 2 points)	Defined partnership with some clarity on roles and coordination. (3 – 5 points)	Strong, clearly defined partnership with aligned responsibilities, coordination, and workforce alignment. (6 – 8 points)
Wraparound Supports	4	Limited or unclear supports available. (0 – 1 points)	Basic supports identified but lack depth. (2 – 3 points)	Comprehensive supports clearly aligned to apprentice success with evidence of effectiveness. (4 points)
Sustainability Plan	6	Sustainability plan is unclear or not feasible. (0 – 2 points)	Basic sustainability plan with limited detail. (3 – 4 points)	Clear, feasible sustainability plan with strong funding strategy and long-term integration. (5 - 6 points)

Attachment B: Summary Table for Multiple Pathways from the Same Applicant

Applicants may submit **only one (1) application** for consideration; however, applicants are encouraged to include a proposal for more than one pathway (e.g., undergraduate, post-baccalaureate) within that single application.

If the applicant is submitting a single grant application with multiple proposed pathways, the applicant must include a *Summary Table for Multiple Pathways from the Same Applicant*, using the template found below. Each pathway should outline programming designed for a distinct cohort of teacher candidates. Pathways may be differentiated by credential offered, endorsement area, LEA partners, or some combination of those factors.

If an applicant wishes to submit more than one pathway within their application:

- Attach a version of **Table 1: Summary Table for Multiple Pathways from the Same Applicant** provided below, as part of Technical Response Item 2: Summary Table, Budget, and Budget Narrative.
- Within the single application, clearly label information in Mandatory and Technical Response Items that is distinctive to a particular program proposal/pathway as corresponding to “Pathway #,” in reference to **Table 1: Summary Table for Multiple Pathways from the Same Applicant**.
- Please identify, as needed, separate funding pathways within the budget narrative (Technical Response Item 2: Summary Table, Budget, and Budget Narrative), clearly labeling information that is distinctive to a particular program proposal/pathway as corresponding to “Pathway #,” in reference to **Table 1: Summary Table for Multiple Pathways from the Same Applicant**.
- This information will allow TDOE to reasonably determine partial award amount(s) in the instance that the full set of proposals cannot be funded.

Table 1: *TEMPLATE* Summary Table for Multiple Pathways from the Same Applicant

Pathway #	Credential Earned	Endorsement Area(s)	LEA Partners and Seats per Partner	Total Seats	Amount Requested
<enter pathway #>	(e.g., Bachelor’s Degree+ Licensure, post-bacc. licensure only)	(e.g., Sped Comp K-12, ESL K-8, etc.)	LEA <x>—<#> seats LEA <x>—<#> seats	<Enter total seats per pathway>	<Enter total \$ requested per pathway>
...					
....					
TOTAL				<Sum of all seats>	<Total funding request>

Attachment C: Pro Forma Grant Contract

The Pro Forma Grant 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 Grant Contract substantially represents the document that the successful agency must sign.

See sample Pro Forma Grant Contract attached below.

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

This Grant Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and **Grantee Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of RTAP Expansion Grant (FY2027-FY2028), 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. Apprentice(s) – an individual of at least sixteen (16) years of age (except where a higher minimum age standard is otherwise fixed by law) who is employed to learn an apprenticeable occupation under the standards of apprenticeship, fulfilling the requirements set forth in the U.S. Department of Labor's labor standards (29. C.F.R. § 29.1 et seq.)
 - b. Apprenticeship Coordinator(s) ("Coordinator(s)") – an individual at an EPP and/or LEA who is responsible for providing technical assistance and support to registered apprenticeship program sponsors and other stakeholders. Coordinators help organizations develop and maintain registered apprenticeship programs that meet national standards for quality, equity, and inclusion and also cultivate and maintain strategic partnerships, promote access to resources, and ensure that employers can effectively register, launch, and report on program progress leading to completion.
 - c. Candidate(s) – a person enrolled in a Tennessee SBE-approved EPP
 - d. Charter Management Organization ("CMO") – a non-profit entity that manages and/or operates two (2) or more public charter schools in Tennessee
 - e. Clinical Pathway – a structured route within an EPP program that defines how a Candidate completes required clinical practice through sequenced, supervised experiences in a school setting, aligned to the State's expectations for licensure and program completion
 - f. Educator(s) – a group of individuals that need a license to work in the State of Tennessee. This group is comprised of Teachers, assistant principals, principals, superintendents, school administrators, school counselors, school psychologists, interventionists, and supervisors
 - g. Educator Preparation Provider(s) ("EPP(s)") – a provider responsible for managing, operating, and coordinating SBE-approved programs to prepare and license Teachers and other school personnel

- h. Grow Your Own (“GYO”) – Educator programs that recruit and train future Teachers within specific communities. These programs are partnerships between LEAs, community organizations, and EPPs.
 - i. Human Capital Technical Assistance Hub (“Technical Assistance Hub”) – the State’s strategic partner intended to act as a hub to expand regional access to high-quality EPP coursework, provide technical assistance support to LEAs/EPPs, and generate solutions to Educator pipeline concerns.
 - j. Licensure Assessment – any standardized assessment required to attain a credential to teach within the State of Tennessee
 - k. Local Education Agency(ies) (“LEA(s)”) – a school district managed by a public board of education or other public authority within a state that maintains administrative control of public elementary or secondary schools in a city, county, or township
 - l. Primary Partnership Agreement(s) – a formal agreement between an EPP and at least one (1) LEA that establishes the primary, required partnership for program approval, outlining how both parties shall collaborate to meet Educator workforce needs and provide high-quality clinical experiences
 - m. Registered Teacher Apprenticeship Program (“RTAP”) - a program containing all terms and conditions for the qualification, recruitment, selection, employment, and training of Apprentices in Teacher education. RTAPs require a written apprenticeship agreement, as defined in 29 C.F.R. § 29.2.
 - n. RTAP Scholarships – financial support provided to individuals enrolled in a U.S. Department of Labor–approved Teacher apprenticeship, which combines paid, on-the-job training with coursework and mentorship to support Candidates in earning their teaching license. This scholarship helps make the pathway to teaching more accessible and affordable.
 - o. Specialty Area Program (“SAP”) – as defined in SBE Rule 0520-02-04, “is a planned sequence of courses and experiences designed to provide Educators with an additional specific set of knowledge and skills to expand and enhance an existing set of knowledge and skills.” An Educator’s successful completion of an approved SAP leads to their recommendation for licensure and endorsement in the specific content area covered by the SAP, pending their successful completion of all other requirements for licensure and endorsement.
 - p. State Board of Education (“SBE”) – a gubernatorially and legislatively appointed board charged under the law with rulemaking and policymaking for K-12 education, composed of 11 members
 - q. State-Recognized Partnership Agreement(s) – a formal agreement between an EPP and an LEA that is recognized by the State and that defines the roles, responsibilities, and expectations of the EPP and the LEA, particularly regarding Candidate support, supervision, evaluation, and alignment to LEA needs
 - r. Teacher(s) – an individual in the classroom responsible for leading instruction, also known as “Teacher of Record”
- A.3. The Grantee shall be responsible for ensuring full implementation of RTAP in compliance with all State, federal, and programmatic requirements outlined in this Grant Contract. Where requirements involve coordination with partnering LEA(s) or other entities, the Grantee retains responsibility for ensuring compliance.

- A.4. The Grantee shall collaborate with the State to support the State's role as the sponsor of the RTAP under the Tennessee Department of Labor and Workforce Development ("TDLWD") and the U.S. Department of Labor ("USDOL"). The Grantee shall support all sponsor-related responsibilities on an ongoing basis and in response to State requests, including but not limited to the accurate and timely collection and submission of USDOL-required forms, coordination with partnering LEA(s), and alignment with federal registered apprenticeship standards (29 C.F.R. § 29.1 et seq.).

The Grantee shall ensure that all required USDOL documentation, including but not limited to ETA Form 671, disability disclosure forms, competency progress documentation, and any additional required apprenticeship records, are completed accurately and returned to the State within thirty (30) calendar days of request. Failure to submit required documentation within the specified timeframe may result in delayed reimbursement, withholding of funds, or other actions deemed appropriate by the State, including the potential loss of funding.

- A.5. The Grantee shall administer RTAP funding beginning on the Effective Date. The State shall disburse reimbursement funds directly to the Grantee on behalf of each Apprentice for qualified educational expenses. The Grantee shall apply such funds directly to the Apprentice's account for allowable program expenses and shall not disburse funds directly to Apprentices.

To receive reimbursement funds, the Grantee shall submit invoices to the State that include, at a minimum, a roster of supported Apprentices and documentation of eligible expenses, as required by the State.

- A.6. Following the successful completion of an Apprentice's first semester in RTAP, the Grantee shall not require the Apprentice to reapply for continued participation. Rather, the Grantee shall implement a verification process, as defined and approved by the State, to confirm each Apprentice's continued enrollment, academic progress, and remaining financial need. This process shall ensure that funding is awarded only to eligible Apprentices who are actively enrolled in and progressing through RTAP.

- A.7. The Grantee shall ensure that all selected Apprentices are enrolled and supported in a manner that enables completion of a program leading to eligibility as a licensed Teacher in Tennessee no later than June 30, 2029.

- A.8. The Grantee shall establish and maintain formal partnerships with one (1) or more LEAs and/or public charter schools via a CMO for the design, implementation, and continuous improvement of the RTAP. These partnerships shall be grounded in and aligned with the requirements of Primary Partnership Agreements and/or State-Recognized Partnership Agreements, as defined by SBE Rule 0520-02-04 and SBE Policy 5.504.

The Grantee shall ensure that all RTAP pathways are developed in collaboration with identified LEA/CMO partners and reflect shared responsibility for Apprentice recruitment, preparation, clinical experience, and program completion. Partnership structures must clearly define roles, responsibilities, and commitments of each entity and support compliance with all applicable State and federal apprenticeship requirements.

- A.9. The Grantee shall participate in an RTAP orientation with the State to discuss RTAP Scholarship eligibility; RTAP terms, applications, and Apprentice selection; and reimbursement reporting structures and timelines. The State shall determine both the date and format (e.g., phone, email, or virtual meeting) of the orientation. The Grantee shall be responsible for adhering to the RTAP requirements as designated by the State and shall ensure that all selected Apprentices meet the eligibility criteria as specified in the documents provided by the State and discussed during the orientation. Continued Grantee participation in RTAP shall be contingent on compliance with these eligibility standards.

- A.10. The Grantee shall notify all Apprentices enrolled in programs identified in the Grantee's State-approved application of the RTAP Scholarship, including its terms and application process, prior to the start of the applicable EPP semester term.
- A.11. The Grantee shall ensure that Apprentices who complete all RTAP requirements receive an affordable education leading to a Tennessee teaching license and endorsement in at least one (1) State-approved endorsement area. All licensure and endorsement areas included in the proposed partnership shall be jointly approved by the Grantee and the State, and the Grantee shall be authorized to offer each licensure and endorsement area(s) proposed in its application.
- A.12. The Grantee shall use grant funds to cover expenses directly related to an individual Apprentice's degree or Teacher credential attainment, including but not limited to tuition, books, fees, supplies, equipment, and licensure assessment fees.

The Grantee, in coordination with the participating EPP, shall ensure that the total out-of-pocket cost or repayable loan burden for each Apprentice does not exceed fifteen percent (15%) of the total qualified program expenses.

- A.13. The Grantee acknowledges that only public and private EPPs approved to operate in Tennessee, including State-approved LEA-run EPPs, are eligible for award. Eligible partnering LEAs may be public school districts or LEA-authorized charter schools in Tennessee that either have an active Primary Partnership Agreement or a State-Recognized Partnership Agreement with the participating EPP or agree to establish said partnership(s) prior to selection and enrollment of Apprentices.
- A.14. The Grantee shall ensure that each partnering LEA/CMO places Apprentices on an approved Clinical Pathway that includes paid employment in a paraprofessional or similar instructional support role for the duration of participation in RTAP.

The Grantee shall ensure that each Apprentice completes a minimum of one (1) full academic year of clinical internship experience aligned to program and licensure requirements.

The Grantee shall ensure that each Apprentice is assigned a fully licensed mentor Teacher and that partnering LEA(s)/CMO(s) provide appropriate wraparound supports, including but not limited to instructional guidance, mentorship, and workplace supports necessary to promote Apprentice success.

- A.15. The Grantee shall allow the Clinical Pathway experience to satisfy the clinical practice requirements for Apprentices. As such, Apprentices shall not serve as the Teacher of Record in a clinical practice setting during the completion of the RTAP.
- A.16. The Grantee shall allow partnering LEA(s)/CMO(s) to make the final selection of Candidates for participation in RTAP. The Grantee shall ensure that all selected Candidates meet the Grantee's admission requirements and all applicable State and local employment requirements. The Grantee retains final authority to confirm eligibility for program admission.
- A.17. The Grantee shall permit partnering LEA(s)/CMO(s) to enroll Apprentices on a rolling basis, in accordance with the Grantee's established enrollment processes and schedules, until all approved Apprentice seats are filled.

To ensure compliance with the requirement that all Apprentices complete a program leading to eligibility as a licensed Teacher in Tennessee no later than June 30, 2029, the Grantee and all partnering LEA(s)/CMO(s) shall establish a mutually agreed-upon final enrollment date, after which no additional Apprentices may be enrolled.

In the event that an Apprentice unenrolls prior to completion of the RTAP, the Grantee may allow the partnering LEA(s)/CMO(s) to select a replacement Apprentice, provided that such enrollment occurs prior to the established final enrollment date and the replacement Apprentice can reasonably complete the program within the required timeframe.

- A.18. The Grantee shall allow partnering LEA(s)/CMO(s), at the LEA's/CMO's discretion, to purchase additional Apprentice seats within the approved RTAP from the State at a prorated per-Apprentice cost consistent with the budget approved in the Grantee's award. The Grantee shall provide clear documentation of such costs upon request.
- A.19. The Grantee shall administer a State-provided satisfaction survey to each participating LEA/CMO each year of the Grant Term regarding the following items and shall share results with the State as part of the Grantee's written final report, as detailed in Section A.21:
- a. Effectiveness of the Apprentice's preparation from attending the program;
 - b. Effectiveness of the Grantee's partnership with the respective LEA(s)/CMO(s); and
 - c. Recommendations for program improvements for future Apprentices.
- A.20. The Grantee shall submit Apprentice progress reports to the State, on a semesterly basis on dates to be agreed upon between the Grantee and the State, that outline RTAP progress and Apprentice outcomes to date. Each semesterly report shall include but not be limited to each Apprentice's:
- a. Progress data, including but not limited to progress toward degree completion and progress toward completion of on-the-job learning competencies;
 - b. Full name;
 - c. Current GPA;
 - d. Enrollment status (enrolled vs. unenrolled);
 - e. Degree and/or licensure currently held; and
 - f. Any other relevant information as requested by the State.
- A.21. Within ninety (90) calendar days of the conclusion of this Grant Contract, the Grantee shall submit a written final report to the State outlining RTAP activities and outcomes. The final report shall include but not be limited to the following information:
- a. Comprehensive summary of RTAP activities and outcomes, including wraparound support activities provided and outcomes;
 - b. Apprentice progress data, including but not limited to progress toward degree completion and progress toward on-the-job learning competency completion;
 - c. Graduation status, licensure assessment passage status, and employment status for each Apprentice;
 - d. Overall evaluation of RTAP effectiveness, including Apprentice graduation rate and licensure assessment passage rates;
 - e. The results of a State/LEA employer satisfaction survey regarding the effectiveness of the Grantee's RTAP at preparing its Apprentices for employment; and

- f. Recommendations for RTAP improvements for future Apprentices.
- A.22. The Grantee shall coordinate with the State on all external communications related to activities funded under this Grant Contract, including but not limited to press releases, public announcements, media engagements, and published materials. All such proposed communications shall be submitted to the State for review and approval at least thirty (30) calendar days prior to the intended release date. The Grantee shall not release any such communications without prior written approval from the State. This requirement shall not apply to routine, non-public communications that do not reference the State or the Grant Contract.
- A.23. For the duration of the Grant Contract Term, the Grantee shall be responsive to all RTAP evaluation requests from the State, including responding within timelines established by the State, submitting requested data and documentation, and participating in evaluation-related activities as required by the State.
- A.24. The Grantee shall provide supplementary academic, career, and licensure preparation support to all Apprentices enrolled in RTAP, including but not limited to academic advising, tutoring or instructional support, licensure exam preparation, career coaching, and guidance related to program completion and certification requirements.

B. TERM OF GRANT CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

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

Deanna Meyer, Director of Strategic Initiatives in Educator Preparation
 Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Deanna.Meyer@tn.gov
 (629) 292-1803

- 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.
 - (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 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 ninety (90) 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 Central Procurement Office Policy 2013-007 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:

Deanna Meyer, Director of Strategic Initiatives in Educator Preparation
 Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Deanna.Meyer@tn.gov
 (629) 292-1803

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address Line 1

Address Line 2

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination or suspension, 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. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this

Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

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

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

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

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

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

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

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

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

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

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

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

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). 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 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—200.327 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 ten thousand dollars (\$10,000.00).

- 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, workaroud 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as “Confidential Information.” The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.
- To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.
- Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of

this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Commercial General Liability (“CGL”) Insurance

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

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

b. Workers’ Compensation and Employer Liability Insurance

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

- iv. The Grantee is in the coal mining industry with no employees;
- v. The Grantee is a state or local government; or
- vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **two million dollars (\$2,000,000)** in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million (\$3,000,000)** per claim and **three million dollars (\$3,000,000)** in the aggregate for medical malpractice insurance.

e. Cyber Liability Insurance

- 1) The Contractor shall maintain cyber liability insurance in an amount not less than **three million dollars (\$3,000,000)** per occurrence or claim and **five million dollars (\$5,000,000)** annual aggregate. Such insurance shall be sufficiently broad to respond to the Contractor's duties and obligations under this Contract, and shall include coverage for all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of

confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than **three million dollars (\$3,000,000)** and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

- E.4. 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.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

LIZZETTE REYNOLDS, COMMISSIONER

DATE

ATTACHMENT A

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				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT A

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