TN Department of Education

Tennessee Technical Assistance Network (TN-TAN) - Priorities (FY27-FY31)

2026 Request for Applications (RFA)

Tennessee Department of Education | MAY 2026

Application Due Date: June 5, 2026

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General Information

Background

Through the Tennessee Department of Education's ("State") strategic initiatives, Tennessee will set all students on a path to success. The State is committed to ensuring that when Tennessee students graduate, they can accomplish the dreams they set for themselves.

The Tennessee Technical Assistance Network ("TN-TAN") was first established in 2019 to offer coordinated and specialized supports in the areas of Autism, Complex Behaviors, Response to Intervention and Intervention for Academics and Behavior ("RTI^2 A+B"), Assistive Technology, Secondary Transition, and Family Engagement. These supports are available at no cost to school districts across the State.

It is essential that the State aligns resources and leverages funding to better support school districts as they do this important, life-changing work. As a result, the State has identified an opportunity to better leverage funds to improve outcomes for children with disabilities through the coordination of the TN-TAN with focused priority areas, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support. In addition to awarding a contract (or multiple contracts) to fulfill the scopes of work in the priority areas, the State will also award two (2) separate contracts to (1) assist in coordinating the TN-TAN and (2) to evaluate the progress and effectiveness of the TN-TAN. The TN-TAN Coordination and TN-TAN Evaluation RFAs can be found on the State's solicitation webpage.

Procurement Purposes

The State will select grantees to oversee the priority areas listed below. These grantees will collaborate with the State to ensure all State-selected TN-TAN grantees supporting the State's priority areas (Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and IEP Coaching & Support) and the State-selected TN-TAN Coordination and TN-TAN Evaluation grantees meet deliverables, milestones, and quality standards as identified by the State.

Special Education Programming:

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract (Special Education Programming). The attached Pro Forma Grant Contract (Special Education Programming) constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will support local education agencies ("LEAs") so they are better prepared and equipped to increase access to high-quality learning experiences in students' least restrictive environment ("LRE") for both high- and low-incidence disabilities, ensuring that students ages three (3) through twenty-one (21) are receiving a free appropriate public education ("FAPE").

Specific components of this work include:

- Specially Designed Instruction ("SDI")
- High Impact IEP development and implementation
- Co-teaching
- Paraeducator Professional Learning
- Secondary Transition
- Preschool Delivery Models
- Promoting inclusionary practices and integrated services for all students
- Supports for challenging behaviors

The budget for the TN-TAN Special Education Programming grant contract is twenty million dollars and zero cents ($20,000,000.00) for a maximum contract term of five (5) years.

Assistive Technology:

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract (Assistive Technology). The attached Pro Forma Grant Contract (Assistive Technology) constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will assist in increasing instructional access for students with disabilities to necessary assistive technology ("AT") supports. The selected grantee will also assist in increasing LEAs' knowledge and processes that support the implementation of necessary AT for students with disabilities ages three (3) through twenty-one (21).

For a student with a disability, AT serves as a support that increases access to the educational environment, including access to instruction. AT covers a variety of domains such as adaptive, academic, communication, motor, and social-emotional supports. As such, AT must be considered for every student with a disability, no matter the student's eligibility category or age (34 C.F.R. § 300.324(a)(2)(v)). As such, the scope of this work will center on providing multidisciplinary professional development on AT consideration, selection, assessment, and implementation in the educational environment. Professional development will include opportunities such as systemic support to increase AT considerations for students with disabilities, professional learning communities, training modules on the implementation of AT, and coaching support for LEAs in AT problem-solving.

The budget for the TN-TAN Assistive Technology grant contract is four million, five hundred thousand dollars and zero cents ($4,500,000.00) for a maximum contract term of five (5) years.

Tiered Intervention Implementation:

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract (Tiered Intervention Implementation). The attached Pro Forma Grant Contract (Tiered Intervention Implementation)

constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will provide technical assistance ("TA") in the form of training, coaching, and other support to improve LEA and school capacity in the implementation of Response to Intervention & Instruction – Academics & Behavior ("RTI^2-A+B"). This support will occur through the creation of collaborative professional communities anchored in data-based decision-making. The creation of these communities will ensure instructional coherence and improve instructional design and structures of tiered interventions, thereby improving academic outcomes and pro-social behaviors and reducing disciplinary actions leading to lost instructional time. This support will increase access to FAPE in the LRE by building educator and leader knowledge of designing and implementing high-quality universal supports, as well as developing targeted and intensive tiered interventions to address academic and/or behavior needs aimed at improving outcomes for students with disabilities ages three (3) through twenty-one (21).

The budget for the TN-TAN Tiered Intervention Implementation grant contract is five million dollars and zero cents ($5,000,000.00) for a maximum contract term of five (5) years.

Family & School Engagement:

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract (Family & School Engagement). The attached Pro Forma Grant Contract (Family & School Engagement) constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will support LEAs in building strong relationships with families of children with disabilities, ages three (3) through twenty-one (21), by establishing system structures to increase parent engagement, parent education, and parent empowerment. Additionally, the selected grantee will support parents of children with disabilities enrolled in Tennessee public schools with a mission to empower families with knowledge and resources to be a collaborative partner with schools to support the advancement and outcomes of students with disabilities.

The budget for the TN-TAN Family & School Engagement grant contract is four million, one hundred fifty thousand dollars and zero cents ($4,150,000.00) for a maximum contract term of five (5) years.

IEP Coaching & Support:

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract (IEP Coaching & Support). The attached Pro Forma Grant Contract (IEP Coaching & Support) constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will provide differentiated, statewide IEP-focused TA and coaching designed to strengthen compliant IEP development and documentation practices across LEAs. The selected grantee will emphasize structured coaching models and will assist LEAs in

analyzing IEP development challenges, conducting root cause analysis, implementing corrective action planning when necessary, and building LEA-wide systems that sustain compliant practices over time. The selected grantee will focus on strengthening both LEA leadership structures and practitioner-level capacity to ensure consistency, quality, and regulatory alignment in IEP development.

Specific components of this work include:

- Structured IEP-focused technical assistance and collaborative coaching
- Root cause analysis and corrective action planning support
- Practitioner-level capacity building in compliant IEP development and documentation
- Development and refinement of district-wide internal IEP review systems
- Support for timely correction of identified noncompliance
- Development of implementation tools, learning modules, and compliance-aligned resources

The budget for the TN-TAN IEP Coaching & Support grant contract is three million, four hundred thirty-seven thousand, five hundred dollars and zero cents ($3,437,500.00) for a maximum contract term of five (5) years.

***The TN-TAN Coordination and TN-TAN Evaluation grant contracts cannot be awarded to the same grantee.**

****Applicants submitting an application to the TN-TAN Coordination RFA and/or the TN-TAN Evaluation RFA MAY NOT submit applications for the TN-TAN Priorities RFA.**

*****Applicants may submit separate applications for multiple TN-TAN Priorities contracts. HOWEVER, only one (1) application per priority area may be submitted.**

Communications

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

Denise Edwards, Procurement Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Denise.Edwards@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 Rubrics**. The overall score will serve as the basis for selection.

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

Schedule

Event	Time (Central Time Zone)	Date
RFA Released		May 18, 2026
Written Questions/Comments Deadline	5:00 PM CT	May 22, 2026
State Response to Applicant Questions/Comments		May 29, 2026
Application Deadline	5:00 PM CT	June 5, 2026
Notice of Contract Award		June 12, 2026
Proposed Contract Start Date		July 1, 2026

Application Procedures

All applicant questions/comments must be submitted via email to **Denise.Edwards@tn.gov** by **5:00 PM CT on May 22, 2026** to be formally answered by the State.

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

APPLICANTS MUST SUBMIT A SEPARATE APPLICATION FOR EACH PRIORITY AREA THE APPLICANT IS APPLYING FOR.

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 Rubrics**) 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 for each priority area 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 Rubrics**. The reviewers' scores will be averaged to determine the applicant's final, overall score. The applicant with the highest averaged score for each of the five (5) priority areas will be awarded the specific priority area contract attached hereto.

Attachment A: Scoring Rubrics

Mandatory Requirements (Pass/Fail)

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

Priority Area:	
Applicant Name:	
Mandatory Requirements:	
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. ***Please note: The State asks applicants to remove all requests for redlines or alternate or additional terms and conditions; however, the State may, in its sole discretion, engage in limited clarifications/negotiations with awardees regarding questions identified during the Written Questions/Comments period.**	
3. Describe the applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, Tennessee state university) 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 of whether the applicant intends to use subcontractors to meet the requirements of any contract awarded pursuant to this solicitation, and if so, detail: • 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; and • 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 - Each Priority Area)

Applicants must address all technical response items and provide, in sequence, the information and documentation as required for each priority area the applicant is applying for. A peer review committee made up of three (3) or more State employees will independently evaluate the responses and assign a score to each item using the priority area-specific rubric below. The solicitation coordinator will calculate the average of the total scores to determine the applicant's final, overall score per priority area. The applicant with the highest average score for each of the five (5) priority areas will be awarded the specific priority area Pro Forma Grant Contract attached hereto.

Special Education Programming:

Priority Area:	Special Education Programming	
Applicant Name:		
Technical Response	**Maximum Points**	**Assigned Points**
1. **General - Experience:** Provide a narrative detailing the applicant's experience in the use of evidence-based practices within school settings relative to the Special Education Programming Pro Forma Grant Contract.	**5**	
2. **General - Provision of Services:** Provide a narrative and/or evidence detailing how the applicant will provide support to address statewide needs through the Special Education Programming Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with a proven track record and details of how the applicant anticipates personnel will be assigned statewide to meet grant requirements, including the provision of a sample organization chart and/or supervision plan.	**5**	
3. **General - Accountability:** Provide a narrative detailing how the applicant will ensure that the supports provided through the Special Education Programming Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.	**5**	

4. **General - Evidence of Success:** Provide evidence demonstrating the applicant's prior success(es) supporting state education agencies, LEAs, schools, educators, and/or families as related to the services described in the Special Education Programming Pro Forma Grant Contract.	**5**	
5. **General - Evidence of Quality Materials:** Provide samples of previously developed training materials and resources (PowerPoints, guidance documents, infographics, etc.) related to the Special Education Programming Pro Forma Grant Contract.	**5**	
6. **General - Budget:** Provide a narrative detailing how the applicant will allocate the funds awarded through this contract to support the statewide TN-TAN, as detailed in the Special Education Programming Pro Forma Grant Contract.	**5**	
7. **Priority Specific:** Provide a narrative describing the applicant's experience with developing and delivering high-quality professional learning, including tailoring content to specific stakeholders and offering a variety of formats in which participants can engage and access the professional learning. Describe the applicant's experience and expertise with the training topics detailed in the Special Education Programming Pro Forma Grant Contract, including training content reflecting the minimum components of a Functional Behavior Assessment ("FBA") and Behavior Intervention Plan ("BIP") according to State Board of Education ("SBE") Rule 0520-01-09-.24.	**10**	

8. **Priority Specific:** Provide a detailed narrative and/or examples of how the applicant will use root cause analyses, data-based decision-making processes, and a robust needs assessment to provide ongoing consultation and collaboration with LEAs on addressing their practices related to high levels of exclusionary disciplinary rates (Annual Performance Report ("APR") Indicator 4 or Significant Disproportionality for Discipline), use or misuse of informal removals, reliance on restraints/isolations, and other complex behavioral challenges that pose student safety or independence concerns.	**10**	
9. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's expertise in the delivery of Specially Designed Instruction ("SDI") across the least restrictive environment ("LRE") continuum for students with disabilities ages three (3) through twenty-one (21), including an understanding of IEP development, post-secondary transition services, IEP service delivery models including co-teaching, and the collaboration of special education and general education.	**15**	
10. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's expertise of the Individuals with Disabilities Act ("IDEA") (20 U.S.C. § 1400 et seq.), related federal and Tennessee regulations, and the impact of disability on access and participation in general education.	**10**	
11. **Priority Specific:** Provide samples of previously developed training content and materials grounded in the social model of disability and setting	**10**	

high expectations for students with disabilities.		
12. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's experience facilitating systems-level change rooted in evidence-based practices that support inclusionary practices for students with disabilities.	**15**	
Score (Maximum Possible = 100)		

Technical Response Rubric - Special Education Programming

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	**5**	Narrative demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Special Education Programming Pro Forma Grant Contract. (0 – 1 point)	Narrative demonstrates *sufficient* experience in the application of evidence-based practices within school settings relative to the Special Education Programming Pro Forma Grant Contract. (2 – 3 points)	Narrative demonstrates *significant* experience in the application of evidence-based practices within school settings relative to the Special Education Programming Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #2	**5**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Special Education Programming Pro Forma Grant Contract. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* experience providing support to address statewide needs through the Special Education Programming Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *clear* but does not address all the requirements of this work. (2 – 3 points)	Narrative/evidence demonstrates *significant* experience providing support to address statewide needs through the Special Education Programming Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *thorough* and *clear*. (4 – 5 points)
TECHNICAL RESPONSE #3	**5**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will ensure that the	Narrative has *sufficient* details demonstrating how the applicant will ensure that the supports provided by	Narrative has *extensive* details demonstrating how the applicant will ensure that the supports provided by

		supports provided by the applicant through the Special Education Programming Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (0 – 1 point)	the applicant through the Special Education Programming Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (2 – 3 points)	the applicant through the Special Education Programming Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (4 – 5 points)
TECHNICAL RESPONSE #4	**5**	Evidence is *unclear* and/or has *limited* details to evidence the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Special Education Programming Pro Forma Grant Contract. (0 – 1 point)	Evidence includes *sufficient* details to show the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Special Education Programming Pro Forma Grant Contract. (2 – 3 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Special Education Programming Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #5	**5**	Samples provided are *unclear* and/or have *limited* details to demonstrate how they are related to the Special Education Programming Pro Forma Grant Contract. (0 – 1 point)	Samples provided are *sufficient* and include general details to demonstrate how they are related to the Special Education Programming Pro Forma Grant Contract. (2 – 3 points)	Samples provided are *clear* and have *extensive* details to demonstrate how they are related to the Special Education Programming Pro Forma Grant Contract. (4 – 5 points)

TECHNICAL RESPONSE #6	**5**	Narrative *lacks sufficient* detail to support the amount of funds awarded through this contract and/or does *not* support the TN-TAN, as detailed in the Special Education Programming Pro Forma Grant Contract. (0 – 1 point)	Narrative has *sufficient* details to support the amount of funds awarded through this contract; however, the narrative does *not entirely* support the TN-TAN, as detailed in the Special Education Programming Pro Forma Grant Contract. (2 – 3 points)	Narrative has *extensive* details to support the amount of funds awarded through this contract. Narrative is *aligned* to contract goals and is *fiscally responsible* for addressing statewide needs relative to the TN-TAN, as detailed in the Special Education Programming Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #7	**10**	Narrative is *unclear* and/or has *limited* details demonstrating experience with the development and delivery of high-quality professional learning and expertise with the training topics required in the Special Education Programming Pro Forma Grant Contract (0 – 3 points)	Narrative has *sufficient* details demonstrating experience with the development and delivery of high-quality professional learning and expertise with the training topics as required in the Special Education Programming Pro Forma Grant Contract (4 – 7 points)	Narrative has *extensive* details demonstrating experience with the development and delivery of high-quality professional learning and expertise with the training topics as required in the Special Education Programming Pro Forma Grant Contract, including details about the scale of events, positive survey data, and success building capacity in LEAs (8 – 10 points)
TECHNICAL RESPONSE #8	**10**	Narrative/examples are *unclear* and/or include *limited* details demonstrating how	Narrative/examples include *sufficient* details demonstrating how the applicant will use	Narrative/examples include *extensive* details demonstrating how the applicant will use

		the applicant will use root cause analyses, data-based decision-making processes, and a robust needs assessment to provide ongoing support to LEAs. (0 – 3 points)	root cause analyses, data-based decision-making processes, and a robust needs assessment to provide ongoing support to LEAs. (4 – 7 points)	root cause analyses, data-based decision-making processes, and a robust needs assessment to provide ongoing support to LEAs, while also providing past examples of root cause analyses conducted and successful history of LEA support. (8 – 10 points)
TECHNICAL RESPONSE #9	**15**	Narrative/evidence demonstrates *limited* or *insufficient* expertise in the delivery of SDI across the LRE continuum for students with disabilities. (0 – 5 points)	Narrative/evidence demonstrates *sufficient* expertise in the delivery of SDI across the LRE continuum for students with disabilities. (6 – 10 points)	Narrative/evidence demonstrates *significant* expertise in the delivery of SDI across the LRE continuum for students with disabilities. (11 – 15 points)
TECHNICAL RESPONSE #10	**10**	Narrative/evidence demonstrates *limited* or *insufficient* expertise of IDEA, related federal and Tennessee regulations, and the impact of disability on access and participation in general education. (0 – 3 points)	Narrative/evidence demonstrates *sufficient* expertise of IDEA, related federal and State regulations, and the impact of disability on access and participation in general education. (4 – 7 points)	Narrative/evidence demonstrates *significant* expertise of IDEA, related federal and State regulations, and the impact of disability on access and participation in general education. (8 – 10 points)
TECHNICAL RESPONSE #11	**10**	Samples provided are *unclear* and/or have *limited* details to demonstrate how the training content and materials are grounded in the social model of	Samples provided are *sufficient* and include *general* details to demonstrate how the training content and materials grounded in the	Samples provided are *clear* and have *extensive* details to demonstrate how the training content and materials grounded in the social model of

		disability and setting high expectations for students with disabilities. (0 – 3 points)	social model of disability and setting high expectations for students with disabilities. (4 – 7 points)	disability and setting high expectations for students with disabilities. (8 – 10 points)
TECHNICAL RESPONSE #12	**15**	Narrative/evidence demonstrates *limited* or *insufficient* experience facilitating systems-level change rooted in evidence-based practices that support inclusionary practices for students with disabilities. (0 – 5 points)	Narrative/evidence demonstrates *sufficient* experience facilitating systems-level change rooted in evidence-based practices that support inclusionary practices for students with disabilities. (6 – 10 points)	Narrative/evidence demonstrates *significant* experience facilitating systems-level change rooted in evidence-based practices that support inclusionary practices for students with disabilities. (11 – 15 points)

Assistive Technology:

Priority Area:	Assistive Technology		
Applicant Name:			
Technical Response		**Maximum Points**	**Assigned Points**
1. **General - Experience:** Provide a narrative detailing the applicant's experience in the use of evidence-based practices within school settings relative to the Assistive Technology Pro Forma Grant Contract.		**5**	
2. **General - Provision of Services:** Provide a narrative and/or evidence detailing how the applicant will provide support to address statewide needs through the Assistive Technology Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with a proven track record and details of how the applicant anticipates personnel will be assigned statewide to meet grant requirements, including the provision of a sample organization chart and/or supervision plan.		**5**	
3. **General - Accountability:** Provide a narrative detailing how the applicant will ensure that the supports provided through the Assistive Technology Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.		**5**	

4. **General - Evidence of Success:** Provide evidence demonstrating the applicant's prior success(es) supporting state education agencies, LEAs, schools, educators, and/or families as related to the services described in the Assistive Technology Pro Forma Grant Contract.	**5**	
5. **General - Evidence of Quality Materials:** Provide samples of previously developed training materials and resources (PowerPoints, guidance documents, infographics, etc.) related to the Assistive Technology Pro Forma Grant Contract.	**5**	
6. **General - Budget:** Provide a narrative detailing how the applicant will allocate the funds awarded through this contract to support the statewide TN-TAN, as detailed in the Assistive Technology Pro Forma Grant Contract.	**5**	
7. **Priority Specific:** Provide a narrative demonstrating the applicant's experience with large-scale implementation relative to supporting students who require assistive technology ("AT") to access their educational environment, communication, and/or educational participation.	**15**	
8. **Priority Specific:** Provide samples of previously developed training content and materials rooted in the consideration of AT, the development of AT procedures and practices, and the implementation of all AT domains across the educational setting.	**10**	
9. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's expertise in	**15**	

the development of effective statewide or LEA-level AT lending libraries for students with disabilities ages three (3) through twenty-one (21).		
10. **Priority Specific:** Provide a narrative and/or evidence demonstrating the experience of the applicant's proposed team of full-time employees ("FTEs"), who will provide support to complete the services and deliverables detailed in the Assistive Technology Pro Forma Grant Contract. Please also provide the following information for each proposed FTE: • FTE full name; • Professional resume; • Proof of experience supporting individuals with high-incidence disabilities (e.g., specific learning disability, speech or language impairment, etc.) with assistive technologies; • Proof of experience supporting individuals with low-incidence disabilities (e.g., cognitive disabilities, deafness/hearing impairment, blindness, orthopedic impairment, etc.) with assistive technologies; • Proof of holding a Rehabilitation Engineering and Assistive Technology Society of North America ("RESNA") Assistive Technology Professional ("ATP") certification to support individuals in all areas of AT (i.e., cognitive/academic, communication, adaptive, social/emotional, physical); and • If applicable, proof of Tennessee educator's license or a Tennessee school services personnel license	**15**	

11. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's expertise in the selection and implementation of ATs, including assessment and data collection within the educational setting.	**10**	
12. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's expertise in utilizing software and digital platforms as ATs within the educational setting.	**5**	
Score (Maximum Possible = 100)		

Technical Response Rubric - Assistive Technology

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	**5**	Narrative demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Assistive Technology Pro Forma Grant Contract. (0 – 1 point)	Narrative demonstrates *sufficient* experience in the application of evidence-based practices within school settings relative to the Assistive Technology Pro Forma Grant Contract. (2 – 3 points)	Narrative demonstrates *significant* experience in the application of evidence-based practices within school settings relative to the Assistive Technology Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #2	**5**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Assistive Technology Pro Forma Grant Contract. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* experience providing support to address statewide needs through the Assistive Technology Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *clear* but does not address all the requirements of this work. (2 – 3 points)	Narrative/evidence demonstrates *significant* experience providing support to address statewide needs through the Assistive Technology Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *thorough* and *clear*. (4 – 5 points)
TECHNICAL RESPONSE #3	**5**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will ensure that the supports provided by the applicant	Narrative has *sufficient* details demonstrating how the applicant will ensure that the supports provided by the applicant through the Assistive	Narrative has *extensive* details demonstrating how the applicant will ensure that the supports provided by the applicant through the Assistive

		through the Assistive Technology Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (0 – 1 point)	Technology Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (2 – 3 points)	Technology Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (4 – 5 points)
TECHNICAL RESPONSE #4	**5**	Evidence is *unclear* and/or has *limited* details to evidence the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Assistive Technology Pro Forma Grant Contract. (0 – 1 point)	Evidence includes *sufficient* details to show the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Assistive Technology Pro Forma Grant Contract. (2 – 3 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Assistive Technology Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #5	**5**	Samples provided are *unclear* and/or have *limited* details to demonstrate how they are related to the Assistive Technology Pro Forma Grant Contract. (0 – 1 point)	Samples provided are *sufficient* and include general details to demonstrate how they are related to the Assistive Technology Pro Forma Grant Contract. (2 – 3 points)	Samples provided are *clear* and have *extensive* details to demonstrate how they are related to the Assistive Technology Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #6	**5**	Narrative *lacks sufficient* detail to support the amount of funds awarded through this contract and/or does *not*	Narrative has *sufficient* details to support the amount of funds awarded through this contract; however,	Narrative has *extensive* details to support the amount of funds awarded through this contract. Narrative is

		support the TN-TAN, as detailed in the Assistive Technology Pro Forma Grant Contract. (0 – 1 point)	the narrative does *not entirely* support the TN-TAN, as detailed in the Assistive Technology Pro Forma Grant Contract. (2 – 3 points)	*aligned* to contract goals and is *fiscally responsible* for addressing statewide needs relative to the TN-TAN, as detailed in the Assistive Technology Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #7	**15**	Narrative demonstrates *limited* or *insufficient* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to supporting students who require AT to access their educational environment, communication, and/or educational participation. (0 – 5 points)	Narrative demonstrates *sufficient* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to supporting students who require AT to access their educational environment, communication, and/or educational participation. (6 – 10 points)	Narrative demonstrates *extensive* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to supporting students who require AT to access their educational environment, communication, and/or educational participation. (11 – 15 points)
TECHNICAL RESPONSE #8	**10**	Samples provided are *unclear* and/or have *limited* details showing how the previously developed training content and materials are rooted in the consideration of AT, the development of AT procedures and practices, and the implementation of all AT domains	Samples provided are *sufficient* and include *general* details showing how the previously developed training content and materials rooted are in the consideration of AT, the development of AT procedures and practices, and the implementation of	Samples provided are *clear* and have *extensive* details showing how the previously developed training content and materials rooted in the consideration of AT, the development of AT procedures and practices, and the implementation of all AT domains across the

		across the educational setting. (0 – 3 points)	all AT domains across the educational setting. Samples *lack engaging* content needed for schools and LEAs. (4 – 7 points)	educational setting. Samples *have engaging* content needed for schools and LEAs. (8 – 10 points)
TECHNICAL RESPONSE #9	**15**	Narrative/evidence demonstrates *limited* or *insufficient* expertise in the development of effective statewide or LEA-level AT lending libraries for students with disabilities ages three (3) through twenty-one (21). (0 – 5 points)	Narrative/evidence demonstrates *sufficient* expertise in the development of effective statewide or LEA-level AT lending libraries for students with disabilities ages three (3) through twenty-one (21). Narrative/evidence shows expertise in *three (3) or less* AT domains. (6 – 10 points)	Narrative/evidence demonstrates *significant* expertise in the development of effective statewide or LEA-level AT lending libraries for students with disabilities ages three (3) through twenty-one (21). Narrative/evidence shows expertise across *most, if not all*, AT domains. (11 – 15 points)
TECHNICAL RESPONSE #10	**15**	Narrative/evidence demonstrates that the applicant's proposed team of FTEs has *limited* or *insufficient* experience to provide the support necessary to complete the services and deliverables outlined in the Assistive Technology Pro Forma Grant Contract. The proof of each FTE's experience and/or licenses is *minimal* or *insufficient*.	Narrative/evidence demonstrates that the applicant's proposed team of FTEs has *sufficient* experience to provide the support necessary to complete the services and deliverables outlined in the Assistive Technology Pro Forma Grant Contract. The proof of each FTE's experience and/or licenses is *satisfactory*.	Narrative/evidence demonstrates that the applicant's proposed team of FTEs has *significant* experience to provide the support necessary to complete the services and deliverables outlined in the Assistive Technology Pro Forma Grant Contract. The proof of each FTE's experience and/or licenses is *thorough* and *extensive*.

		(0 – 5 points)	(6 – 10 points)	(11 – 15 points)
TECHNICAL RESPONSE #11	**10**	Narrative/evidence demonstrates *limited* or *insufficient* expertise in the selection and implementation of ATs, including assessment and data collection within the educational setting. (0 – 3 points)	Narrative/evidence demonstrates *sufficient* expertise in the selection and implementation of ATs, including assessment and data collection within the educational setting. (4 – 7 points)	Narrative/evidence demonstrates *significant* expertise in the selection and implementation of ATs, including assessment and data collection within the educational setting. (8 – 10 points)
TECHNICAL RESPONSE #12	**5**	Narrative/evidence demonstrates *limited* or *insufficient* expertise in utilizing software and digital platforms as ATs within the educational setting. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* expertise in utilizing software and digital platforms as ATs within the educational setting. (2 – 3 points)	Narrative/evidence demonstrates *significant* expertise in utilizing software and digital platforms as ATs within the educational setting. (4 – 5 points)

Tiered Intervention Implementation:

Priority Area:	**Tiered Intervention Implementation**	
Applicant Name:		
Technical Response	**Maximum Points**	**Assigned Points**
1. **General - Experience:** Provide a narrative detailing the applicant's experience in the use of evidence-based practices within school settings relative to the Tiered Intervention Implementation Pro Forma Grant Contract.	**5**	
2. **General - Provision of Services:** Provide a narrative and/or evidence detailing how the applicant will provide support to address statewide needs through the Tiered Intervention Implementation Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with a proven track record and details of how the applicant anticipates personnel will be assigned statewide to meet grant requirements, including the provision of a sample organization chart and/or supervision plan.	**5**	
3. **General - Accountability:** Provide a narrative detailing how the applicant will ensure that the supports provided through the Tiered Intervention Implementation Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.	**5**	

4. **General - Evidence of Success:** Provide evidence demonstrating the applicant's prior success(es) supporting state education agencies, LEAs, schools, educators, and/or families as related to the services described in the Tiered Intervention Implementation Pro Forma Grant Contract.	**5**	
5. **General - Evidence of Quality Materials:** Provide samples of previously developed training materials and resources (PowerPoints, guidance documents, infographics, etc.) related to the Tiered Intervention Implementation Pro Forma Grant Contract.	**5**	
6. **General - Budget:** Provide a narrative detailing how the applicant will allocate the funds awarded through this contract to support the statewide TN-TAN, as detailed in the Tiered Intervention Implementation Pro Forma Grant Contract.	**5**	
7. **Priority Specific:** Provide a narrative describing the applicant's experience with large-scale implementation relative to providing technical assistance ("TA") to LEAs at both the LEA and individual school implementation level.	**15**	
8. **Priority Specific:** Provide a detailed narrative and/or examples of how the applicant will engage in LEA consultation and how the applicant will partner with LEAs to formulate a specific plan to improve identifying student needs, increase student access to instruction, and develop instructionally coherent tiered interventions for both academics and behavior.	**15**	

9. **Priority Specific:** Provide a detailed narrative and/or examples of how the applicant will facilitate implementation of coaching at the building level, specifically addressing all tiers within the framework, instructional design, and instructional coherence for both academics and behavior.	**15**	
10. **Priority Specific:** Provide samples of previously developed resources such as modules, webinars, guidance documents, briefs, and handouts used to support schools and LEAs on topics, including but not limited to those outlined in the Tiered Intervention Implementation Pro Forma Grant Contract.	**10**	
11. **Priority Specific:** Provide a narrative and/or evidence demonstrating the experience of the applicant's proposed team of TA coaches in connection with implementation and instructional coaching and a description of their specialized knowledge that will be used to fulfill the requirements outlined in the Tiered Intervention Implementation Pro Forma Grant Contract.	**15**	
Score (Maximum Possible = 100)		

Technical Response Rubric - Tiered Intervention Implementation

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	**5**	Narrative demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 1 point)	Narrative demonstrates *sufficient* experience in the application of evidence-based practices within school settings relative to the Tiered Intervention Implementation Pro Forma Grant Contract. (2 – 3 points)	Narrative demonstrates *significant* experience in the application of evidence-based practices within school settings relative to the Tiered Intervention Implementation Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #2	**5**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* experience providing support to address statewide needs through the Tiered Intervention Implementation Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *clear* but does not address all the requirements of this work. (2 – 3 points)	Narrative/evidence demonstrates *significant* experience providing support to address statewide needs through the Tiered Intervention Implementation Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *thorough* and *clear*. (4 – 5 points)
TECHNICAL RESPONSE #3	**5**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will ensure that the	Narrative has *sufficient* details demonstrating how the applicant will ensure that the supports provided by	Narrative has *extensive* details demonstrating how the applicant will ensure that the supports provided by

		supports provided by the applicant through the Tiered Intervention Implementation Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (0 – 1 point)	the applicant through the Tiered Intervention Implementation Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (2 – 3 points)	the applicant through the Tiered Intervention Implementation Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (4 – 5 points)
TECHNICAL RESPONSE #4	**5**	Evidence is *unclear* and/or has *limited* details to evidence the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 1 point)	Evidence includes *sufficient* details to show the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Tiered Intervention Implementation Pro Forma Grant Contract. (2 – 3 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Tiered Intervention Implementation Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #5	**5**	Samples provided are *unclear* and/or have *limited* details to demonstrate how they are related to the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 1 point)	Samples provided are *sufficient* and include general details to demonstrate how they are related to the Tiered Intervention Implementation Pro Forma Grant Contract. (2 – 3 points)	Samples provided are *clear* and have *extensive* details to demonstrate how they are related to the Tiered Intervention Implementation Pro Forma Grant Contract. (4 – 5 points)

TECHNICAL RESPONSE #6	**5**	Narrative *lacks sufficient* detail to support the amount of funds awarded through this contract and/or does *not* support the TN-TAN, as detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 1 point)	Narrative has *sufficient* details to support the amount of funds awarded through this contract; however, the narrative does *not entirely* support the TN-TAN, as detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (2 – 3 points)	Narrative has *extensive* details to support the amount of funds awarded through this contract. Narrative is *aligned* to contract goals and is *fiscally responsible* for addressing statewide needs relative to the TN-TAN, as detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #7	**15**	Narrative demonstrates *limited* or *insufficient* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to providing technical assistance ("TA") to LEAs at both the LEA and individual school implementation level. (0 – 5 points)	Narrative demonstrates *sufficient* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to providing technical assistance ("TA") to LEAs at both the LEA and individual school implementation level. (6 – 10 points)	Narrative demonstrates *extensive* experience with large-scale implementation (statewide and/or across multiple counties or LEAs) relative to providing technical assistance ("TA") to LEAs at both the LEA and individual school implementation level. (11 – 15 points)
TECHNICAL RESPONSE #8	**15**	Narrative/examples are *unclear* and have *limited* details demonstrating how the applicant will engage in LEA consultation and how the applicant will partner with the	Narrative/examples have *sufficient* details and demonstrate a *general* understanding of LEA level coaching related to LEA coherence and structures and of LEA	Narrative/examples have *extensive* details and demonstrate a *clear* understanding of LEA level coaching related to LEA coherence and structures and of LEA coaching related to

		LEAs appropriately to meet the expectations detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 5 points)	coaching related to implementation. Narrative/examples include *some* evidence of consultation procedures and established processes for formulation of LEA support plans utilizing root cause analysis with structures for both LEA and individual school level support, including use of a variety of open access materials as well as in person TA. (6 – 10 points)	implementation. Narrative/examples include *strong* evidence of consultation procedures and established processes for formulation of LEA support plans utilizing root cause analysis with structures for both LEA and individual school level support, including use of a variety of open access materials as well as in person TA. (11 – 15 points)
TECHNICAL RESPONSE #9	**15**	Narrative/examples are *unclear* and have *limited* details demonstrating how the applicant will facilitate implementation of coaching at the LEA level appropriately to meet the expectations detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 5 points)	Narrative/examples have *sufficient* details and demonstrate a *basic* understanding of universal supports for all students, data-based decision making, identifying student need, etc. required to meet the expectations detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (6 – 10 points)	Narrative/examples have *extensive* details and demonstrate a *proficient* understanding of universal supports for all students, data-based decision making, identifying student need, etc. required to meet the expectations detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (11 – 15 points)
TECHNICAL RESPONSE #10	**10**	Samples provided are *unclear* and have *limited* details showing how previously developed	Samples provided are *clear* and have *sufficient* details showing how previously developed	Samples provided are *clear* and have *extensive* details showing how previously developed

		resources such as modules, webinars, guidance documents, briefs, and handouts were developed to support schools and LEAs on topics, including but not limited to those outlined in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 3 points)	resources such as modules, webinars, guidance documents, briefs, and handouts were developed to support schools and LEAs on topics, including but not limited to those outlined in the Tiered Intervention Implementation Pro Forma Grant Contract. Samples *lack engaging* content needed for schools and LEAs. (4 – 7 points)	resources such as modules, webinars, guidance documents, briefs, and handouts were developed to support schools and LEAs on topics, including but not limited to those outlined in the Tiered Intervention Implementation Pro Forma Grant Contract. Samples *have engaging* content needed for schools and LEAs. (8 – 10 points)
TECHNICAL RESPONSE #11	**15**	Narrative/evidence demonstrates *limited* or *insufficient* experience among the applicant's proposed team of TA coaches in connection with implementation and instructional coaching and insufficient levels of specialized knowledge to fulfill the requirements detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (0 – 5 points)	Narrative/evidence demonstrates that *some* of the individuals in the applicant's proposed team of TA coaches have experience in connection with implementation and instructional coaching and their level of specialized knowledge is sufficient to fulfill the requirements detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (6 – 10 points)	Narrative/evidence demonstrates that the *majority or all* of the applicant's proposed team of TA coaches have experience in connection with implementation and instructional coaching and that their level of specialized knowledge is sufficient to fulfill the requirements detailed in the Tiered Intervention Implementation Pro Forma Grant Contract. (11 – 15 points)

Family & School Engagement:

Priority Area:	Family & School Engagement	
Applicant Name:		
Technical Response	**Maximum Points**	**Assigned Points**
1. **General - Experience:** Provide a narrative detailing the applicant's experience in the use of evidence-based practices within school settings relative to the Family & School Engagement Pro Forma Grant Contract.	**5**	
2. **General - Provision of Services:** Provide a narrative and/or evidence detailing how the applicant will provide support to address statewide needs through the Family & School Engagement Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with a proven track record and details of how the applicant anticipates personnel will be assigned statewide to meet grant requirements, including the provision of a sample organization chart and/or supervision plan.	**5**	
3. **General - Accountability:** Provide a narrative detailing how the applicant will ensure that the supports provided through the Family & School Engagement Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.	**5**	

4. **General - Evidence of Success:** Provide evidence demonstrating the applicant's prior success(es) supporting state education agencies, LEAs, schools, educators, and/or families as related to the services described in the Family & School Engagement Pro Forma Grant Contract.	**5**	
5. **General - Evidence of Quality Materials:** Provide samples of previously developed training materials and resources (PowerPoints, guidance documents, infographics, etc.) related to the Family & School Engagement Pro Forma Grant Contract.	**5**	
6. **General - Budget:** Provide a narrative detailing how the applicant will allocate the funds awarded through this contract to support the statewide TN-TAN, as detailed in the Family & School Engagement Pro Forma Grant Contract.	**5**	
7. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's understanding of/experience in IDEA, Tennessee special education laws, and State Board of Education Rules and the connection to ensuring LEAs establish collaborative and meaningful engagement with families of students with disabilities and support parents' understanding and navigation of the K-12 public school special education processes.	**20**	
8. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's experience supporting LEAs in affecting LEA level	**20**	

change to build or improve partnerships between individual schools and families.		
9. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's understanding that special education advocacy requires a trusted relationship and partnership between schools and families and requires an unbiased solution-oriented approach.	**15**	
10. **Priority Specific:** Provide a narrative describing how the applicant will support LEAs in improving school or LEA-level collaborative relationships and partnerships with families of children with disabilities to ensure families have opportunities for meaningful participation in their child's education as outlined in the Family & School Engagement Pro Forma Grant Contract.	**15**	
Score (Maximum Possible = 100)		

Technical Response Rubric - Family & School Engagement

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	**5**	Narrative demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Family & School Engagement Pro Forma Grant Contract. (0 – 1 point)	Narrative demonstrates *sufficient* experience in the application of evidence-based practices within school settings relative to the Family & School Engagement Pro Forma Grant Contract. (2 – 3 points)	Narrative demonstrates *significant* experience in the application of evidence-based practices within school settings relative to the Family & School Engagement Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #2	**5**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the Family & School Engagement Pro Forma Grant Contract. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* experience providing support to address statewide needs through the Family & School Engagement Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *clear* but does not address all the requirements of this work. (2 – 3 points)	Narrative/evidence demonstrates *significant* experience providing support to address statewide needs through the Family & School Engagement Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *thorough* and *clear*. (4 – 5 points)
TECHNICAL RESPONSE #3	**5**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will ensure that the	Narrative has *sufficient* details demonstrating how the applicant will ensure that the supports provided by	Narrative has *extensive* details demonstrating how the applicant will ensure that the supports provided by

		supports provided by the applicant through the Family & School Engagement Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (0 – 1 point)	the applicant through the Family & School Engagement Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (2 – 3 points)	the applicant through the Family & School Engagement Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (4 – 5 points)
TECHNICAL RESPONSE #4	**5**	Evidence is *unclear* and/or has *limited* details to evidence the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Family & School Engagement Pro Forma Grant Contract. (0 – 1 point)	Evidence includes *sufficient* details to show the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Family & School Engagement Pro Forma Grant Contract. (2 – 3 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the Family & School Engagement Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #5	**5**	Samples provided are *unclear* and/or have *limited* details to demonstrate how they are related to the Family & School Engagement Pro Forma Grant Contract. (0 – 1 point)	Samples provided are *sufficient* and include general details to demonstrate how they are related to the Family & School Engagement Pro Forma Grant Contract. (2 – 3 points)	Samples provided are *clear* and have *extensive* details to demonstrate how they are related to the Family & School Engagement Pro Forma Grant Contract. (4 – 5 points)

TECHNICAL RESPONSE #6	**5**	Narrative *lacks sufficient* detail to support the amount of funds awarded through this contract and/or does *not* support the TN-TAN, as detailed in the Family & School Engagement Pro Forma Grant Contract. (0 – 1 point)	Narrative has *sufficient* details to support the amount of funds awarded through this contract; however, the narrative does *not entirely* support the TN-TAN, as detailed in the Family & School Engagement Pro Forma Grant Contract. (2 – 3 points)	Narrative has *extensive* details to support the amount of funds awarded through this contract. Narrative is *aligned* to contract goals and is *fiscally responsible* for addressing statewide needs relative to the TN-TAN, as detailed in the Family & School Engagement Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #7	**20**	Narrative/evidence demonstrates *limited* or *insufficient* understanding/ experience in IDEA, Tennessee special education laws, and State Board of Education Rules and the connection to ensuring LEAs establish collaborative and meaningful engagement with families of students with disabilities and support parents' understanding and navigation of the K-12 public school special education processes. (0 – 7 points)	Narrative/evidence demonstrates *sufficient* understanding/ experience in IDEA, Tennessee special education laws, and State Board of Education Rules and the connection to ensuring LEAs establish collaborative and meaningful engagement with families of students with disabilities and support parents' understanding and navigation of the K-12 public school special education processes. (8 – 14 points)	Narrative/evidence demonstrates a *clear* understanding and *substantial* experience in IDEA, Tennessee special education laws, and State Board of Education Rules and the connection to ensuring LEAs establish collaborative and meaningful engagement with families of students with disabilities and support parents' understanding and navigation of the K-12 public school special education processes. (15 – 20 points)

TECHNICAL RESPONSE #8	**20**	Narrative/evidence demonstrates *limited or no* experience supporting LEAs in affecting LEA level change to build or improve partnerships between individual schools and families. (0 – 7 points)	Narrative/evidence demonstrates *adequate* experience supporting LEAs in affecting LEA level change to build or improve partnerships between individual schools and families. (8 – 14 points)	Narrative/evidence demonstrates *substantial* experience supporting LEAs in affecting LEA level change to build or improve partnerships between individual schools and families. (15 – 20 points)
TECHNICAL RESPONSE #9	**15**	Narrative/evidence demonstrates *limited or no* understanding that special education advocacy requires a trusted relationship and partnership between schools and families and requires an unbiased solution-oriented approach. (0 – 5 points)	Narrative/evidence demonstrates a *basic* understanding that special education advocacy requires a trusted relationship and partnership between schools and families and requires an unbiased solution-oriented approach. Narrative/evidence demonstrates the applicant *generally* understands the distinction between parent and personal advocacy and the need for staff to develop and foster collaborative partnerships between families and schools. (6 – 10 points)	Narrative/evidence demonstrates a *clear* understanding that special education advocacy requires a trusted relationship and partnership between schools and families and requires an unbiased solution-oriented approach. Narrative/evidence demonstrates the applicant *clearly* understands the distinction between parent and personal advocacy and the need for staff to develop and foster collaborative partnerships between families and schools. (11 – 15 points)
TECHNICAL RESPONSE #10	**15**	Narrative is *unclear* and/or has *limited* details describing how the applicant will support LEAs in improving school or	Narrative has *sufficient* details describing how the applicant will support LEAs in improving school or	Narrative has *extensive* details describing how the applicant will support LEAs in improving school or

		LEA partnerships with families of children with disabilities as outlined in the Family & School Engagement Pro Forma Grant Contract. (0 – 5 points)	LEA partnerships with families of children with disabilities as outlined in the Family & School Engagement Pro Forma Grant Contract. (6 - 10 points)	LEA partnerships with families of children with disabilities as outlined in the Family & School Engagement Pro Forma Grant Contract. (11 – 15 points)

IEP Coaching & Support:

Priority Area:	IEP Coaching & Support		
Applicant Name:			
Technical Response		**Maximum Points**	**Assigned Points**
1. **General - Experience:** Provide a narrative detailing the applicant's experience in the use of evidence-based practices within school settings relative to the IEP Coaching & Support Pro Forma Grant Contract.		**5**	
2. **General - Provision of Services:** Provide a narrative and/or evidence detailing how the applicant will provide support to address statewide needs through the IEP Coaching & Support Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with a proven track record and details of how the applicant anticipates personnel will be assigned statewide to meet grant requirements, including the provision of a sample organization chart and/or supervision plan.		**5**	
3. **General - Accountability:** Provide a narrative detailing how the applicant will ensure that the supports provided through the IEP Coaching & Support Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.		**5**	

4. **General - Evidence of Success:** Provide evidence demonstrating the applicant's prior success(es) supporting state education agencies, LEAs, schools, educators, and/or families as related to the services described in the IEP Coaching & Support Pro Forma Grant Contract.	**5**	
5. **General - Evidence of Quality Materials:** Provide samples of previously developed training materials and resources (PowerPoints, guidance documents, infographics, etc.) related to the IEP Coaching & Support Pro Forma Grant Contract.	**5**	
6. **General - Budget:** Provide a narrative detailing how the applicant will allocate the funds awarded through this contract to support the statewide TN-TAN, as detailed in the IEP Coaching & Support Pro Forma Grant Contract.	**5**	
7. **Priority Specific:** Provide a narrative and/or evidence demonstrating the applicant's experience implementing a large-scale, statewide IEP-focused technical assistance ("TA") coaching model designed to strengthen compliant IEP development and documentation practices at both the LEA leadership and the practitioner (school-based) levels.	**15**	
8. **Priority Specific:** Provide a narrative and/or evidence demonstrating the experience, qualifications, and certifications of the applicant's proposed team of TA coaches and supervisory staff who will deliver IEP-focused support.	**15**	

9. **Priority Specific:** Provide a narrative describing how the applicant will design and deliver a structured and differentiated IEP-focused TA coaching model statewide, including how services will be delivered across varying levels of support intensity, how coaching will strengthen LEA leadership and practitioner (school-level) capacity, and how the applicant will ensure consistent, high-quality implementation across regions.	**10**	
10. **Priority Specific:** Provide a narrative describing how the applicant will monitor implementation fidelity, measure impact, track LEA engagement and progress, and report outcomes to the State, including how the applicant will track coaching activities, document progress, measure improvements in IEP development and documentation practices, and ensure continuous quality improvement across regions.	**10**	
11. **Priority Specific:** Provide evidence demonstrating the applicant's prior success(es) implementing IEP-focused TA or coaching initiatives at an LEA and/or school level.	**10**	
12. **Priority Specific:** Provide evidence demonstrating the applicant's ability to develop high-quality, practitioner-facing resources aligned to compliant IEP development and documentation practices. Examples of evidence may include samples of modules, structured coaching tools, artifact review protocols, corrective action planning templates, compliance checklists, implementation guides, or other materials	**10**	

designed to strengthen LEA leadership and practitioner (school-level) capacity.		
Score (Maximum Possible = 100)		

Technical Response Rubric - IEP Coaching & Support

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	**5**	Narrative demonstrates *limited* or *insufficient* experience needed to meet the requirements of the IEP Coaching & Support Pro Forma Grant Contract. (0 – 1 point)	Narrative demonstrates *sufficient* experience in the application of evidence-based practices within school settings relative to the IEP Coaching & Support Pro Forma Grant Contract. (2 – 3 points)	Narrative demonstrates *significant* experience in the application of evidence-based practices within school settings relative to the IEP Coaching & Support Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #2	**5**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the IEP Coaching & Support Pro Forma Grant Contract. (0 – 1 point)	Narrative/evidence demonstrates *sufficient* experience providing support to address statewide needs through the IEP Coaching & Support Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *clear* but does not address all the requirements of this work. (2 – 3 points)	Narrative/evidence demonstrates *significant* experience providing support to address statewide needs through the IEP Coaching & Support Pro Forma Grant Contract, accomplish required objectives, and meet the State's project schedule; narrative is *thorough* and *clear*. (4 – 5 points)
TECHNICAL RESPONSE #3	**5**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will ensure that the supports provided by	Narrative has *sufficient* details demonstrating how the applicant will ensure that the supports provided by the applicant	Narrative has *extensive* details demonstrating how the applicant will ensure that the supports provided by the applicant

		the applicant through the IEP Coaching & Support Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (0 – 1 point)	through the IEP Coaching & Support Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (2 – 3 points)	through the IEP Coaching & Support Pro Forma Grant Contract will drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation. (4 – 5 points)
TECHNICAL RESPONSE #4	**5**	Evidence is *unclear* and/or has *limited* details to evidence the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the IEP Coaching & Support Pro Forma Grant Contract. (0 – 1 point)	Evidence includes *sufficient* details to show the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the IEP Coaching & Support Pro Forma Grant Contract. (2 – 3 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) supporting states, LEAs, schools, educators, and/or families as related to the services described in the IEP Coaching & Support Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #5	**5**	Samples provided are *unclear* and/or have *limited* details to demonstrate how they are related to the IEP Coaching & Support Pro Forma Grant Contract. (0 – 1 point)	Samples provided are *sufficient* and include general details to demonstrate how they are related to the IEP Coaching & Support Pro Forma Grant Contract. (2 – 3 points)	Samples provided are *clear* and have *extensive* details to demonstrate how they are related to the IEP Coaching & Support Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #6	**5**	Narrative *lacks sufficient* detail to support the amount of funds awarded through this contract and/or does *not*	Narrative has *sufficient* details to support the amount of funds awarded through this contract; however,	Narrative has *extensive* details to support the amount of funds awarded through this contract. Narrative is

		support the TN-TAN, as detailed in the IEP Coaching & Support Pro Forma Grant Contract. (0 – 1 point)	the narrative does *not entirely* support the TN-TAN, as detailed in the IEP Coaching & Support Pro Forma Grant Contract. (2 – 3 points)	*aligned* to contract goals and is *fiscally responsible* for addressing statewide needs relative to the TN-TAN, as detailed in the IEP Coaching & Support Pro Forma Grant Contract. (4 – 5 points)
TECHNICAL RESPONSE #7	**15**	Narrative/evidence demonstrates *limited* or *insufficient* experience needed to meet the requirements of the IEP Coaching & Support Pro Forma Grant Contract. (0 – 5 points)	Narrative/evidence demonstrates *sufficient* experience implementing a large-scale, statewide IEP-focused TA coaching model designed to strengthen compliant IEP development and documentation practices at both the LEA leadership and the practitioner (school-based) levels. (6 – 10 points)	Narrative/evidence demonstrates *significant* experience implementing a large-scale, statewide IEP-focused TA coaching model designed to strengthen compliant IEP development and documentation practices at both the LEA leadership and the practitioner (school-based) levels. (11 – 15 points)
TECHNICAL RESPONSE #8	**15**	Narrative/evidence demonstrates the applicant's proposed team of TA coaches and supervisory staff have *limited* or *insufficient* experience to provide the support outlined in the IEP Coaching & Support Pro Forma Grant Contract. The experience, qualifications, and certifications of the proposed TA	Narrative/evidence demonstrates the applicant's proposed team of TA coaches and supervisory staff have *sufficient* experience to provide the support outlined in the IEP Coaching & Support Pro Forma Grant Contract. The experience, qualifications, and certifications of the proposed TA coaches and	Narrative/evidence demonstrates the applicant's proposed team of TA coaches and supervisory staff have *significant* experience to provide the support outlined in the IEP Coaching & Support Pro Forma Grant Contract. The experience, qualifications, and certifications of the proposed TA coaches and

		coaches and supervisory staff is *minimal* or *insufficient*. (0 – 5 points)	supervisory staff is *satisfactory*. (6 – 10 points)	supervisory staff is *thorough* and *extensive*. (11 – 15 points)
TECHNICAL RESPONSE #9	**10**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will design and deliver a structured and differentiated IEP-focused TA coaching model statewide. (0 – 3 points)	Narrative is *clear* and has *sufficient* details demonstrating how the applicant will design and deliver a structured and differentiated IEP-focused TA coaching model statewide. (4 – 7 points)	Narrative is *clear, thorough,* and has *extensive* details demonstrating how the applicant will design and deliver a structured and differentiated IEP-focused TA coaching model statewide. (8 – 10 points)
TECHNICAL RESPONSE #10	**10**	Narrative is *unclear* and/or has *limited* details demonstrating how the applicant will monitor implementation fidelity, measure impact, track LEA engagement and progress, and report outcomes to the State. (0 – 3 points)	Narrative is *clear* and has *sufficient* details demonstrating how the applicant will monitor implementation fidelity, measure impact, track LEA engagement and progress, and report outcomes to the State. (4 – 7 points)	Narrative is *clear, thorough,* and has *extensive* details demonstrating how the applicant will monitor implementation fidelity, measure impact, track LEA engagement and progress, and report outcomes to the State. (8 – 10 points)
TECHNICAL RESPONSE #11	**10**	Evidence is *unclear* and/or has *limited* details to show the applicant's prior success(es) implementing IEP-focused TA or coaching initiatives at an LEA and/or school level. (0 – 3 points)	Evidence includes *sufficient* details to show the applicant's prior success(es) implementing IEP-focused TA or coaching initiatives at an LEA and/or school level. (4 – 7 points)	Evidence is *clear* and *detailed* and shows the applicant's prior success(es) implementing IEP-focused TA or coaching initiatives at an LEA and/or school level. (8 – 10 points)

TECHNICAL RESPONSE #12	**10**	Evidence is *unclear* and/or has *limited* details to show the applicant's ability to develop high-quality, practitioner-facing resources aligned to compliant IEP development and documentation practices. Provided examples are *minimal* or *not included*. (0 – 3 points)	Evidence includes *sufficient* details to show the applicant's ability to develop high-quality, practitioner-facing resources aligned to compliant IEP development and documentation practices. Provided examples are *adequate*. (4 – 7 points)	Evidence is *clear* and *detailed* and shows the applicant's ability to develop high-quality, practitioner-facing resources aligned to compliant IEP development and documentation practices. Provided examples are *thorough* and *extensive*. (8 – 10 points)

Attachment B: Pro Forma Grant Contracts

The Pro Forma Grant Contracts below detail 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 Contracts substantially represent the documents that the successful applicants must sign.

See the sample Pro Forma Grant Contracts attached below.

Special Education Programming

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
TBD	June 30, 2031	33101-26052GRF5A	TBD

Grantee Legal Entity Name	Edison Vendor ID
TBD	TBD

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 84.027A

Grantee's fiscal year end: TBD

Service Caption (one line only)

TN TAN - Special Education Programming (FY27-FY31)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$TBD			$TBD
2028		$TBD			$TBD
2029		$TBD			$TBD
2030		$TBD			$TBD
2031		$TBD			$TBD
TOTAL:		**$20,000,000.00**			**$20,000,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Applications (RFA)
☐ Non-competitive Selection	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
IDEA FUNDS (33136)	

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 TN TAN - Special Education Programming (FY27-FY31), 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:

a. Annual Performance Report ("APR") Indicator 4 – under IDEA, measures rates of suspension and expulsion for students with disabilities, focusing on LEAs with significant discrepancies in these rates compared to their peers (*see* 20 U.S.C. § 1416)

b. Behavior Intervention Plan ("BIP") – a written plan developed by an IEP team that includes positive strategies, program modifications, and supplementary aids and supports aimed to decrease problem behaviors and reinforce replacement behaviors that allow the child to be educated in the least restrictive environment in alignment with the State Board of Education ("SBE") Rule 0520-01-09-.24

c. Best for All Central – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool with open accessibility to all users designed to provide school leaders, educators, and families with an extensive collection of high-quality optional resources to support teaching and learning (https://bestforall.tnedu.gov/)

d. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees

e. De-Escalation Skill(s) – skills used to help school staff respond calmly to a situation, prevent a potentially dangerous situation from escalating to a physical confrontation or injury, and avoid a crisis (e.g., use of personal space, body language, listening skills)

f. Discrepant Behavior and Discipline Practices – approach that addresses the number of SWDs being suspended and/or expelled for more than ten (10) days in a given school year, predicated on students' disability status and/or students' race/ethnicity

g. Evaluation Grantee – the State-selected grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all activities under TN-TAN

h. Free Appropriate Public Education ("FAPE") – a requirement of IDEA that a free appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21), inclusive (34 C.F.R. §§ 300.101–102), including children with disabilities who have been suspended or expelled from school (34 C.F.R. § 300.530(d))

i. Functional Behavior Assessment ("FBA") – the evaluation process that searches for an explanation for the purpose behind a problem behavior using a systematic approach (including information/data gathering) and an analysis of relationships between antecedents and consequences in alignment with SBE Rule 0520-01-09-.24

j. Individualized Education Program ("IEP") – a written statement for each student with a disability that is developed, reviewed, and revised in accordance with IDEA and that outlines the student's educational program. The IEP is a legally binding document to ensure a student with a disability receives appropriate educational services. (20 U.S.C. § 1414(d))

k. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a FAPE to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)

l. Instructional Coherence – aligning teaching and learning experiences so that all instructional settings (core instruction, tiered interventions, tutoring, specially designed instruction, English second language ("ESL"), etc.) work together toward the same instructional goals and grade level expectations

m. Isolation – defined by T.C.A. § 49-10-1303(4) as the confinement of a student alone in a room with or without a door, or other enclosed area or structure pursuant to T.C.A. § 49-10-1305(g), where the student is physically prevented from leaving

n. Learning Acceleration – instructional approach that prioritizes students' access to current grade-level content while providing targeted, just-in-time support to address unfinished learning, rather than delaying instruction for broad remediation of prior skills

o. Learning Module System ("LMS") – an online platform that contains professional learning modules that may be assigned to educators for professional learning credit

p. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))

q. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State

r. Manifestation Determination Review ("MDR") – a requirement of state and federal special education law that within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the LEA, the parent, and relevant members of the child's IEP team determine either (a) if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (b) If the conduct in question was the direct result of the LEA's failure to implement the IEP.

s. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the remaining Priority Grantees, the Evaluation Grantee, and the Coordination Grantee

t. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support

u. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

v. Professional Development ("PD") – planned high-quality learning opportunities targeting the Priorities delivered by qualified Network Partners for the benefit of Tennessee educators, leaders, administrators, and families. PD opportunities include in-person and virtual convenings across the State of Tennessee.

w. Restraint(s) – defined by T.C.A. § 49-10-1303(10) as a physical holding restraint, mechanical restraint, or chemical restraint

x. Secondary Transition Academy – A professional learning opportunity designed to support educators, administrators, and related service providers in preparing students with disabilities for successful postsecondary outcomes. The Secondary Transition Academy provides training on evidence-based transition practices and coordination with community and state resources. Its purpose is to build capacity within schools and LEAs to implement transition-focused IEPs, improve student outcomes in employment, education, community involvement, and independent living, and ensure compliance with state and federal transition requirements.

y. Specially Designed Instruction ("SDI") – adapting, as appropriate, the content, methodology, or delivery of instruction to address the unique needs of a child that result from the child's disability and to ensure access to the general education curriculum.

z. Students with Disabilities ("SWD(s)") – students identified within one (1) or more of the disability categories defined in the Tennessee Evaluation and Eligibility Standards

aa. TeachALL – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool requiring single sign on authentication designed to provide school leaders and educators with an extensive collection of high-quality optional resources to support teaching and learning (https://teachall.tnedu.gov/)

bb. Technical Assistance ("TA") – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs

cc. Tennessee Evaluation and Eligibility Standards – Tennessee's evaluation and eligibility standards for special education, which are grounded in IDEA and specific SBE Rules. The evaluation standards are designed to communicate the requirements of how eligibility is determined. A student may be determined eligible if the child has a qualifying disability under Tennessee criteria and demonstrates an adverse impact, thus needing special education services to access their education. The Tennessee Evaluation and Eligibility Standards can be found on the State's website or at the following link: https://www.tn.gov/education/families/student-support/special-education/special-education-evaluation-eligibility.html

dd. TN Technical Assistance Network ("TN-TAN") – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.

ee. Work Plan – written proposal of the Grantee's plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items

A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items for this Priority Grantee, as outlined in this Grant Contract.

The Work Plan shall:

a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;

b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and

c. Be maintained by the Grantee on a shared site accessible by the State.

A.4. All materials and resources created by the Grantee pursuant to this Grant Contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

All materials and resources shall:

a. Be pre-approved by the State prior to the Grantee's submission for formal, final State review on dates to be agreed upon between the State and the Grantee;

b. Meet the requirements of the State's Style Guide;

c. Be compliant with Section 508 of the Rehabilitation Act of 1973 ("Section 508") (20 U.S.C. § 794d);

d. Be submitted for final State review and approval via the Coordination Grantee; and

e. Be in final form with State approval a minimum of sixty (60) calendar days prior to scheduled use to ensure alignment with the State's initiatives and consistency with applicable federal and State regulations.

A.5. The Grantee shall engage in ongoing strategic coordination of TA and support services within the TN-TAN, including but not limited to the following responsibilities:

a. Participating in monthly virtual collaborative planning meetings with the State and Network Partners to coordinate support for LEAs and schools on mutually agreed upon dates and times;

b. Actively participating in and contributing work aligned with the TN-TAN's vision and theory of action;

c. Coordinating Network Partners calendars and TN-TAN referrals and planning of TN-TAN events, content development, and workstreams to avoid duplication and enhance synergy across TN-TAN;

d. Providing the State with monthly updates that summarize coordination activities, emerging trends, needs, and opportunities for responsive improvement. The Grantee's monthly

updates shall be delivered during a scheduled virtual meeting with the State at dates and times to be agreed upon between the State and the Grantee. If requested by the State, the Grantee shall also provide additional updates during virtual meetings, emails, or phone conversations with the State; and

e. Prioritizing training and support for LEAs and schools identified by the State.

A.6. The Grantee shall support LEAs in increasing their use and implementation of evidence-based strategies and programming for the purpose of improving meaningful access to the LRE, decreasing discrepant behavior and discipline practices, and improving outcomes for SWD ages 3-21. Grantee support shall include but not be limited to providing TA and in-person and virtual PD opportunities and developing online and printable resources, materials, and asynchronous learning modules to assist LEAs in building capacity to implement special education programs. The Grantee shall ensure that all supports provided are designed to meet the objectives provided by the State to meet LEA needs, regional requests, or statewide implementation goals.

a. The Grantee shall ensure that all resources, materials, and learning modules provided by the Grantee are compliant with Section 508 of the Rehabilitation Act of 1973 (“Section 508”) (29 U.S.C. § 794d).

b. The Grantee shall ensure that all resources, materials, learning modules, TA plans, and PD training materials are submitted for approval following the Network’s content review process, which includes submission of all work products developed by the Grantee to the State for review and approval, a minimum of six (6) weeks prior to planned use and/or distribution.

c. TA, PD content, resources, materials, and learning modules shall be audience specific, which includes, at a minimum, the following personnel:

1) Administrators, including but not limited to principals, assistant principals, or others serving in an LEA or building leadership capacity;
2) Paraeducators;
3) General education teachers;
4) Behavior specialists, including but not limited to board-certified behavior therapists, registered behavior technicians, behavior specialists, and other school-based mental health personnel;
5) Assessment specialists (e.g., school psychologists and speech language pathologists);
6) Special education teachers and related service providers across all grade spans (Pre-K through grade 12), including but not limited to comprehensive special educators, interventionists, itinerant early childhood special educators, speech language pathologists, speech language teachers, speech language pathology assistants; and
7) Occupational therapists and physical therapists.

d. The online and printable resources and materials, learning modules, and PD content shall include but not be limited to the following topics:

1) IDEA and Tennessee statutes and regulations regarding behavior and discipline;
2) FAPE implications related to behavioral programming;
3) FBA and BIP;
4) Data-based decision-making;
5) Board-certified behavior analyst and registered behavior technician roles, responsibilities, and scope of work within applicable state and federal laws;
6) Isolation and Restraint;
7) De-Escalation Skills;

8) Common underlying reasons for behavioral and emotional challenges (e.g., trauma, functions of behavior, etc.);
9) Alternatives to suspension and/or expulsion;
10) Intensifying behavioral interventions;
11) Crisis and safety templates and/or plans;
12) Paraeducator overview of special education and service provision and the role of a paraeducator in supporting academic and behavior interventions;
13) LRE and a continuum of services;
14) Learning Acceleration and Instructional Coherence;
15) Present levels of academic achievement and functional performance, IEP goal development, and progress monitoring;
16) Using assessment data to understand the impact of a disability;
17) Service delivery models;
18) Collaboration strategies for IEP team members (i.e., LEA representatives, parents, special educators, and related service providers);
19) Using transition assessments to guide transition planning;
20) Facilitating student-led IEPs;
21) Increasing family engagement in the IEP process;
22) Integrating special education services in general education settings;
23) Increasing inclusionary practices, adapting high-quality instructional materials to meet students' needs, implementing evidence-based instruction, utilizing high-leverage practices, collaborating with educators and school-based teams, and providing accommodations and instructional scaffolds to ensure SWD have access to general education;
24) Increasing administrators' capacity to support SWD through professional learning series that include an overview of disability characteristics; establishing systems and processes to enhance collaboration between school teams (data teams, IEP teams, support teams, etc.); developing and monitoring systems to provide support for all educators in accommodating, modifying, or adapting instruction for meaningful participation in general education; and providing systems of positive behavior supports for SWD;
25) MDR and interview templates
26) Informational pamphlets or one-page documents for educators focused on discipline under the IDEA and tips for home and school collaboration to support behavior;
27) Informational pamphlets or one-page documents for families focused on Restraint and Isolation law and rules, MDR, general information on behavior and discipline, and home-school collaboration tips to support behavior;
28) Significant disproportionality related to discipline, including LEA-level self-assessments and templates for root cause analyses, creating goals, and action plans;
29) Significant discrepancy related to APR Indicator 4, including LEA-level self-assessments and templates for root cause analyses, creating goals, and action plans;
30) Crisis intervention and identification templates, interviews, and forms;
31) FBA/BIP documents, including support documents and intensifying FBAs and BIPs, and refinement of current State FBA and BIP documents, as needed;
32) Safety plan templates and implementation guides;
33) Preventative strategies and interventions to reduce exclusionary discipline practices;
34) Forms, resources, and data tools to help LEAs self-assess and monitor LEA-level discipline and behavioral practices;

35) Informational pamphlets or one-page documents for families focused on special education, related services, and home-school collaboration tips to support access and advancement to general education;
36) Tools for collaboration and designing specialized instruction;
37) Tools for planning and writing impactful BIP or IEP goals and for completing goal progress monitoring;
38) Decision-making guide to support IEP teams in the identification of LRE and specially designed instruction necessary for FAPE;
39) Resources and tools for innovative scheduling and leveraging of special education staff to meet student's individualized needs;
40) Resources and tools to support students in facilitating and leading their IEP;
41) Resources and tools for student-led transition planning;
42) Tools for high school diploma decision-making and planning;
43) Resources, guidance, and tools for collaboration among internal staff and across settings, such as between Head Start, LEAs, and external experts;
44) Forms or tools for determining the adverse impact of a disability and foundational skills needed to increase access to standards-based instruction;
45) Resources, guidance, and tools to promote the integration of special education and related services into general education preschool programs;
46) Service delivery models, including but not limited to co-teaching, integrated services, and itinerant services; and
47) Other topics as requested by the State to meet the needs of LEAs.

e. The Grantee shall create learning modules within the State's LMS and shall ensure all learning modules are accessible on Best for All Central and/or TeachALL, at the State's discretion.

A.7. The Grantee shall provide student-specific consultation and collaboration to LEAs that shall include but not limited to the following responsibilities:

a. Review, analysis, and feedback of current FBAs/BIPs, safety plans, and crisis plans;

b. Review, analysis, and feedback on current IEPs related specifically to behavior goals, services, and LRE;

c. In-person TA, which includes completing direct behavioral observations; modeling or completing parent, teacher, or student functional behavioral assessment interviews; modeling or conducting functional behavioral analyses; modeling or implementing behavioral interventions; providing feedback; and modeling or completing behavioral fidelity assessments; and

d. Video or virtual observations of student behaviors and teacher responses, including guiding teachers in the collection of student behavioral data, the implementation of interventions, and the monitoring of student progress via video or virtual modeling. The Grantee shall also provide virtual or video feedback to teachers regarding their performance on collecting student behavioral data, implementing interventions, or monitoring processes.

A.8. The Grantee shall provide virtual and in-person PD trainings and opportunities, including but not limited to communities of practice, for LEA employees, such as LEA and school leaders (administrators, principals, coordinators, etc.), board certified behavior therapists, registered behavior technicians, special educators, related service providers, and general education teachers. Topics covered in PD trainings and opportunities shall include but not limited to the following:

a. FBA/BIP workshops, including workshops that support complex students, align with SBE Rule 0520-01-09-.24, and include references to the applicable federal and state laws;

b. FBA workshops that teach how to complete an FBA (informed consent, problem behavior identification and definition, data collection, data analysis, and a hypothesis regarding the function of behavior) for high-frequency behaviors and dangerous, complex behaviors that significantly impact learning;

c. BIP trainings that include how to develop plans that define problem behaviors; provide appropriate replacement behaviors; and cover setting and antecedent interventions, data collection, and crisis planning;

d. BIP implementation support that includes training LEA staff on conducting student-specific trainings for school staff working directly with the student based on the developed BIP, including how to monitor fidelity;

e. Supervision for registered behavioral technicians and paraeducators;

f. Data reviews and root cause analyses showing an LEA and school level review of how to use data (including but not limited to Restraint and Isolation data, disciplinary data for SWD, and LRE data) to inform LEA and school level planning and how to analyze student specific data (including but not limited to Restraint and Isolation data, BIP data, and disciplinary data) to make appropriate decisions to support the student's FAPE;

g. Supporting access to the general education setting while addressing behavioral challenges;

h. Using formative, informal, and other data to facilitate IEP team meetings and IEP development;

i. Using goal progress monitoring and specially designed instruction to reduce gaps and increase student outcomes;

j. Integrating special education services into the general education setting through the use of collaborative planning, high-leverage practices, and special education services;

k. Strategies for increasing the quality of transition planning, including collaboration with outside agencies, student participation, and family engagement; and

l. Preschool programming to support inclusionary practices for children served under IDEA Part B, for ages three (3) through five (5).

A.9. The Grantee shall plan, coordinate, and host an annual Secondary Transition Academy to be held in April each year during the Term (note that the date of the Secondary Transition Academy each year is subject to schedule changes at the discretion of the State). The Secondary Transition Academy shall be delivered virtually.

The Grantee shall ensure participation in the Secondary Transition Academy is open to all LEAs with no cap on the number of attendees. The Grantee shall extend invitations to transition professionals, special education teachers, school counselors, school administrators, related service providers, pre-employment transition service ("Pre-ETS") providers, and special education directors. The Grantee's responsibilities as to the Secondary Transition Academy shall include but not limited to the following:

a. Handle logistical arrangements for the event, including but not limited to procuring and paying for an online conference platform that maintains registration information, facilitates

attendance tracking, and offers multiple breakout sessions and a virtual exhibit hall. The online conference platform shall also allow for post-event communication with attendees, distribution and management of session and conference surveys, and distribution of attendance certificates;

b. Collaborate with the State to identify session topics and a conference theme and to identify and invite LEAs, other State agencies, and qualified stakeholders to present;

c. Manage a system for receiving and reviewing all conference proposals from external speakers, with all final session topic decisions to be made by the State;

d. Promote the event through email blasts and social media campaigns to be developed by the Grantee. The Grantee shall begin promotional efforts at least four (4) months in advance of the scheduled Secondary Transition Academy. All email blasts and social media campaigns must be submitted to the State for approval prior to distribution; and

e. Coordinate with all Network Partners to contribute content supporting the Secondary Transition Academy (if applicable).

A.10. The Grantee shall provide support to LEAs to assist them in conducting root cause analyses, or shall review and analyze previously conducted root cause analyses, specific to special education and behavioral supports to determine factors contributing to the identified areas of need. The Grantee's support shall include but not be limited to the following responsibilities:

a. Assist LEAs with the development of LEA-wide practices, policies, and procedures that target the needs of the individual LEA and schools within the LEA;

b. Oversee the implementation of identified needed practices, policies, and procedures within a specific school building; and

c. Ensure student-level decisions are individualized, provide FAPE in the LRE, and reduce the likelihood of student crisis leading to an emergency or lost instruction.

A.11. The Grantee shall follow the below State-defined process for accepting TN-TAN referrals for TA, training, and support:

a. LEAs, schools, educators, families, etc. will submit requests for TN-TAN support through Best for All Central;

b. The Coordination Grantee will route the request to the appropriate Network Partner;

c. If assigned the request, the Grantee shall make contact with the referral source via email or phone within two (2) business days of being assigned the request and shall determine the action required to support the referral request;

d. The Grantee shall provide the assistance necessary to support the referral request; and

e. Upon completion of providing the appropriate assistance, the Grantee shall update the State-approved referral contact log.

If applicable, the Grantee shall prioritize the completion of referral requests identified by the State as a priority.

A.12. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location

determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.

A.13. The Grantee shall participate in annual in-person meetings with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.

A.14. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.

A.15. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.

A.16. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.

A.17. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.

A.18. The Grantee shall familiarize themselves with the IDEA; SBE rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.

A.19. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.

A.20. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.

A.21. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.

A.22. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the

State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

A.23. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2031, ("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 twenty million dollars and zero cents ($20,000,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov
c/o Jennifer Jordan

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Education & Division of Special Education & Student Supports.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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:

Susan Usery, Senior Director of Special Education Programs
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Susan.Usery@tn.gov
(615) 428-8812

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Cyber Liability Insurance

1) The Grantee 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 Grantee's duties and obligations under this Grant 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 Grantee, 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. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.

E.10. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	$20,000,000.00
Total amount of federal funds obligated to the subrecipient	$20,000,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: DATE** **END: June 30, 2031**

	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	**$20,000,000.00**	**0.00**	**$20,000,000.00**

[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-II/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 B

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

Assistive Technology

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
TBD	June 30, 2031	33101-26052GRF5B	TBD

Grantee Legal Entity Name	Edison Vendor ID
TBD	TBD

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 84.027A

Grantee's fiscal year end: TBD

Service Caption (one line only)

TN TAN - Assistive Technology (FY27-FY31)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$TBD			$TBD
2028		$TBD			$TBD
2029		$TBD			$TBD
2030		$TBD			$TBD
2031		$TBD			$TBD
TOTAL:		**$4,500,000.00**			**$4,500,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Applications (RFA)
☐ Non-competitive Selection	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
IDEA FUNDS (33136)	

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 TN TAN - Assistive Technology (FY27-FY31), 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:

a. Accessible Educational Materials ("AEM") – print- and technology-based educational materials, including printed and electronic textbooks and related core materials that are designed or enhanced in a way that makes them usable across the widest range of learner variability, regardless of format (e.g., print, digital, graphic, audio, video)

b. Accessible Technologies – hardware devices and software that provide learners with access to content in accessible digital materials that are designed to be flexible and offer universal supports

c. Artificial Intelligence ("AI") – as defined by T.C.A. § 4-3-3103(2), "means models and systems capable of performing functions generally associated with human intelligence, including reasoning and learning."

d. Assistive Technology(ies) ("AT(s)") – as defined by IDEA, includes both AT devices and AT services. AT devices, or tools, are "any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability" (34 C.F.R. § 300.5). AT service "means any service that directly assists a child with a disability in the selection, acquisition, or use of an [AT] device" (34 C.F.R. § 300.6).

e. Augmentative and Alternative Communication ("AAC") – a specialty domain of AT that refers to tools and strategies that support or replace verbal speech for individuals with communication difficulties

f. Best for All Central – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool with open accessibility to all users designed to provide school leaders, educators, and families with an extensive collection of high-quality optional resources to support teaching and learning (https://bestforall.tnedu.gov/)

g. Community of Practice – a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students

h. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees

i. Educational Technology ("EdTech") – an area of study that investigates and utilizes various technological tools and processes to improve teaching and learning. It is also known as "Instructional Technology."

j. English Learner(s) ("EL(s)") – a non-English language background student who qualifies for English as a second language services via a State-adopted English language proficiency screener (State Board of Education ("SBE") Rule 0520-01-19-.01(d))

k. Evaluation Grantee – the State-selected grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all activities under TN-TAN

l. Free Appropriate Public Education ("FAPE") – a requirement of IDEA that a free appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21), inclusive (34 C.F.R. §§ 300.101–102), including children with disabilities who have been suspended or expelled from school (34 C.F.R. § 300.530(d))

m. Individualized Education Program ("IEP") – a written statement for each student with a disability that is developed, reviewed, and revised in accordance with IDEA and that outlines the student's educational program. The IEP is a legally binding document to ensure a student with a disability receives appropriate educational services. (20 U.S.C. § 1414(d))

n. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a FAPE to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)

o. Learning Module System ("LMS") – an online platform that contains professional learning modules that may be assigned to educators for professional learning credit

p. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))

q. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State

r. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the remaining Priority Grantees, the Evaluation Grantee, and the Coordination Grantee

s. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support

t. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

u. Professional Learning Community(ies) ("PLC(s)") – a collaborative group of school personnel that meet regularly to review problems of practice with a goal of enhancing student outcomes

v. Style Guide – the State's technical resource that explains the formatting, branding, and other stylistic requirements for written communications and content

w. TeachALL – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool requiring single sign on authentication designed to provide school leaders and educators with an extensive collection of high-quality optional resources to support teaching and learning (https://teachall.tnedu.gov/)

x. Technical Assistance ("TA") – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs

y. TN Technical Assistance Network ("TN-TAN") – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.

z. Universal Design for Learning ("UDL") – a proactive, educational framework that works to design flexible learning environments that consider the learning needs of all students

aa. Work Plan – written proposal of the Grantee's plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items

A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items for this Priority Grantee, as outlined in this Grant Contract.

The Work Plan shall:

a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;

b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and

c. Be maintained by the Grantee on a shared site accessible by the State.

A.4. All materials and resources created by the Grantee pursuant to this Grant Contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

All materials and resources shall:

a. Be pre-approved by the State prior to the Grantee's submission for formal, final State review on dates to be agreed upon between the State and the Grantee;

b. Meet the requirements of the State's Style Guide;

c. Be compliant with Section 508 of the Rehabilitation Act of 1973 ("Section 508") (20 U.S.C. § 794d);

d. Be submitted for final State review and approval via the Coordination Grantee; and

e. Be in final form with State approval a minimum of sixty (60) calendar days prior to scheduled use to ensure alignment with the State's initiatives and consistency with applicable federal and State regulations.

A.5. The Grantee shall engage in ongoing strategic coordination of TA and support services within the TN-TAN, including but not limited to the following responsibilities:

a. Participating in monthly virtual collaborative planning meetings with the State and Network Partners to coordinate support for LEAs and schools on mutually agreed upon dates and times;

b. Actively participating in and contributing work aligned with the TN-TAN's vision and theory of action;

c. Coordinating Network Partners calendars and TN-TAN referrals and planning of TN-TAN events, content development, and workstreams to avoid duplication and enhance synergy across TN-TAN;

d. Providing the State with monthly updates that summarize coordination activities, emerging trends, needs, and opportunities for responsive improvement. The Grantee's monthly updates shall be delivered during a scheduled virtual meeting with the State at dates and times to be agreed upon between the State and the Grantee. If requested by the State, the Grantee shall also provide additional updates during virtual meetings, emails, or phone conversations with the State; and

e. Prioritizing training and support for LEAs and schools identified by the State.

A.6. The Grantee shall establish a statewide library or collection of regional libraries that house AT devices, equipment, and tools for schools and LEAs to borrow and trial. This statewide library or collection of regional libraries shall include a range of AT devices, equipment, and materials, including but not limited to non-electronic and electronic systems to support the needs of students with disabilities and shall cover all domains of AT (communication, cognition, mobility, self-care, vision, and hearing). The Grantee shall also develop and host a publicly accessible webpage that displays the collection of AT devices available at its statewide library or regional libraries for loan by LEAs.

A.7. At the request of the State, the Grantee shall develop materials and resources to support LEA and school administrators and educators. All materials developed shall be approved by the State prior to distribution according to the State's content review process as detailed in Section A.4. These materials and resources shall include but not limited to the following:

a. Guidance documents and handouts focused on the scope, selection, and implementation of AT, including access methods and implementation plans;

b. Effective data collection tools and analysis when AT is involved;

c. AT consideration and assessment practices;

d. Effective selection of AAC devices;

e. Support for incorporating AT in the educational setting, including postsecondary considerations;

f. Blending ATs to support student access in the educational setting;

g. Using AT to support students with both low-incidence and high-incidence disabilities;

h. Family-friendly documents that outline AT and its use in the educational setting;

i. Supports for creating an inclusive technology environment to support students with disabilities, including AT, AI, EdTech, AEM, and UDL;

j. Decision-making processes for when AT needs to be changed or modified;

k. Funding sources for AT;

l. Understanding the incorporation of AT in the IEP (including both AT devices and AT services);

m. Successful AT implementation plans; and

n. Feature matching to guide AT decision-making.

A.8. At the request of the State, the Grantee shall create virtual training modules and accompanying resources and materials to support LEAs in the use of effective AT practices. All virtual training modules and accompanying resources and materials created pursuant to this Grant Contract shall be created within the State's LMS and shall be made available either on Best for All Central or TeachALL, at the State's direction. The Grantee shall ensure all resources and materials are Section 508 compliant and shall submit the training modules and accompanying resources and materials to the State for review and approval through the State's content review process as detailed in Section A.4.

The virtual training modules and accompanying resources and materials shall include but not be limited to the following topics:

a. Overview of AT (i.e., what is AT, how does AT provide needed access, etc.);

b. Administration considerations (AT implementation plans, staffing needs);

c. How teachers and staff can support and implement AT in the classroom and throughout the educational setting;

d. Components of a quality AT assessment;

e. AAC implementation for English Learners;

f. AAC access methods;

g. AT operational skills;

h. Accessible Technologies;

i. Software features of AAC systems or AT;

j. AT supports across the educational setting, including AT for sensory impairments (i.e., hearing, vision);

k. AT and conversations about a student's LRE;

l. Small changes in AT that bring about meaningful student outcomes;

m. AT and durable medical equipment;

n. AT across a student's educational day;

o. Combining AT devices for a successful AT implementation plan; and

p. AT spotlights (e.g., selecting an AT tool and highlighting the tool in a module to show LEAs how it can be implemented in the classroom).

A.9. At the request of the State, the Grantee shall provide professional development to support LEAs and schools in increasing AT advancement and capacity, including but not limited to the following types of professional development:

a. Multidisciplinary professional development for LEA and school leaders, administrators, general education teachers, special education teachers, paraeducators, related services providers, and assessment specialists to support LEAs referred by the Coordination Grantee in the use of AT administration considerations, including AT implementation plans and staffing needs;

b. School personnel coaching for the consideration, assessment, selection, utilization, and implementation of AT to support the provision of FAPE;

c. AT problem solving for the resolution of programming and technology-based AT issues;

d. Coaching support in developing or updating LEA-level AT policies and procedures;

e. Guidance and resources to help establish and expand AT lending libraries at the LEA level; and

f. Upon the State's request, a statewide virtual AT resource fair or conference available to all Tennessee LEAs to be hosted no more than once each year of the Term on dates to be agreed upon between the State and the Grantee.

A.10. At the request of the State, the Grantee shall develop multidisciplinary PLCs comprised of LEA leaders, school leaders, administrators, AT leads, general education teachers, special education teachers, paraeducators, and related services providers. The Grantee shall schedule and facilitate PLC meetings in collaboration with the State, which may occur in person or virtually as determined by the State up to three (3) times per year during the Term. The topics covered in the PLC meetings shall include but not limited to the following:

a. Problems of practice;

b. Case study work;

c. Development of professional networking systems; and

d. Creation and sharing of resources and materials.

A.11. The Grantee shall provide consultation services to LEAs aimed at improving the LEAs' capacity to consider and assess AT. In performing consultation services, the Grantee shall not complete AT or AAC evaluations for LEAs; however, the Grantee shall support the LEAs in building the capacity for completing AT or AAC evaluations on their own.

A.12. The Grantee shall follow the below State-defined process for accepting TN-TAN referrals for TA, training, and support:

a. LEAs, schools, educators, families, etc. will submit requests for TN-TAN support through Best for All Central;

b. The Coordination Grantee will route the request to the appropriate Network Partner;

c. If assigned the request, the Grantee shall make contact with the referral source via email or phone within two (2) business days of being assigned the request and shall determine the action required to support the referral request;

d. The Grantee shall provide the assistance necessary to support the referral request; and

e. Upon completion of providing the appropriate assistance, the Grantee shall update the State-approved referral contact log.

If applicable, the Grantee shall prioritize the completion of referral requests identified by the State as a priority.

A.13. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.

A.14. The Grantee shall participate in annual in-person meeting with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.

A.15. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.

A.16. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.

A.17. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.

A.18. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.

A.19. The Grantee shall familiarize themselves with the IDEA; SBE rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.

A.20. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.

A.21. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.

A.22. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.

A.23. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

A.24. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2031, ("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 four million, five hundred thousand dollars and zero cents ($4,500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Education & Division of Special Education & Student Supports.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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:

Jamie Seek, Speech/Language and Related Services Manager
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Jamie.Seek@tn.gov
(629) 259-3443

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Cyber Liability Insurance

1) The Grantee 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 Grantee's duties and obligations under this Grant 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 Grantee, 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. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events

which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other

applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

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

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

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq*., as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.

E.10. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	$4,500,000.00
Total amount of federal funds obligated to the subrecipient	$4,500,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: DATE** **END: June 30, 2031**

	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	**$4,500,000.00**	**0.00**	**$4,500,000.00**

[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-II/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 B

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

Tiered Intervention Implementation

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
TBD	June 30, 2031	33101-26052GRF5C	TBD

Grantee Legal Entity Name	Edison Vendor ID
TBD	TBD

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 84.027A

Grantee's fiscal year end: TBD

Service Caption (one line only)

TN TAN - Tiered Interventions Implementation (FY27-FY31)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$TBD			$TBD
2028		$TBD			$TBD
2029		$TBD			$TBD
2030		$TBD			$TBD
2031		$TBD			$TBD
TOTAL:		**$5,000,000.00**			**$5,000,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Applications (RFA)
☐ Non-competitive Selection	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
IDEA FUNDS (33136)	

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 TN TAN - Tiered Interventions Implementation (FY27-FY31), 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:

a. Best for All Central – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool with open accessibility to all users designed to provide school leaders, educators, and families with an extensive collection of high-quality optional resources to support teaching and learning (https://bestforall.tnedu.gov/)

b. Center of Regional Excellence ("CORE") Regions – the eight (8) regions of Tennessee as determined by the State

c. Child Find – the ongoing, affirmative obligation of LEAs to locate, evaluate, and identify all students who are suspected of having a disability that reside within the geographical boundaries of the LEA, as provided for in 34 C.F.R. § 300.111.

d. Collaborative Professional Communities – a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students

e. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees

f. Emergency Situation(s) – situation where a child's behavior poses a threat to the physical safety of the student and/or others nearby

g. Evaluation Grantee – the State-selected grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all activities under TN-TAN

h. Free Appropriate Public Education ("FAPE") – a requirement of IDEA that a free appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21), inclusive (34 C.F.R. §§ 300.101–102), including children with disabilities who have been suspended or expelled from school (34 C.F.R. § 300.530(d))

i. High-Quality Instructional Materials ("HQIM") – comprehensive sets of curriculum, assessments, and supporting resources that provide teachers with a full package for effective instruction. These materials are considered high-quality when they are engaging and relevant to students, aligned with grade level State academic standards and the instructional shifts they require, and grounded in the best available research for each content area.

j. Individualized Education Program ("IEP") – a written statement for each student with a disability that is developed, reviewed, and revised in accordance with IDEA and that outlines the student's educational program. The IEP is a legally binding document to ensure a student with a disability receives appropriate educational services. (20 U.S.C. § 1414(d))

k. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a FAPE to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)

l. Instructional Coherence – aligning teaching and learning experiences so that all instructional settings (core instruction, tiered interventions, tutoring, specially designed instruction, English second language, and other supports, etc.) work together toward the same instructional goals and grade level expectations

m. Learning Module System ("LMS") – an online platform that contains professional learning modules that may be assigned to educators for professional learning credit

n. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))

o. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State

p. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the remaining Priority Grantees, the Evaluation Grantee, and the Coordination Grantee

q. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support

r. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

s. Professional Development ("PD") – planned high-quality learning opportunities targeting the Priorities delivered by qualified Network Partners for the benefit of Tennessee educators, leaders, administrators, and families. PD opportunities include in-person and virtual convenings across the State.

t. Response to Instruction and Intervention ("RTI^2-A") – academic tiers of instruction and intervention-based framework outlined in the State's current RTI^2-A manual found on the State's website or any revised version hereafter

u. Response to Instruction and Intervention – Behavior ("RTI^2-B") – behavior tiered instruction and supports based on the framework outlined in the State's current RTI^2-B manual found on the State's website or any revised version hereafter

v. Response to Instruction and Intervention for Academics and Behavior ("RTI^2-A+B") – aligned implementation of both frameworks (RTI^2-A and RTI^2-B) with a focus on how their common elements can be streamlined, which serves as an effective and efficient way to leverage resources and set all students on a path to success. RTI^2-A+B is based on the frameworks outlined in the State's RTI^2-A and RTI^2-B manuals or any subsequently revised versions of the same.

w. Style Guide – the State's technical resource that explains the formatting, branding, and other stylistic requirements for written communications and content

x. TA Coach(es) – qualified professionals with expertise in the implementation of RTI^2-A+B who provide structured coaching and support to LEAs to strengthen tiered intervention practices, support monitoring response, and build sustainable LEA systems

y. TeachALL – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool requiring single sign on authentication designed to provide school leaders and educators with an extensive collection of high-quality optional resources to support teaching and learning (https://teachall.tnedu.gov/)

z. Technical Assistance ("TA") – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs

aa. Tier I Instruction – also known as universal or core instruction, provides rich daily learning opportunities for all students that are aligned to the State's academic standards and age-appropriate behavior expectations and that are responsive to student strengths and needs through classroom supports utilizing HQIM and other instructional scaffolds and access considerations

bb. Tier II Intervention(s) – skills-based instruction and standards-aligned support provided in addition to Tier I Instruction that targets essential foundational and/or prerequisite skills necessary for students to access grade-level standards-based instruction or meet age-appropriate behavior expectations

cc. Tier III Intervention(s) – intensive, individualized skills-based instruction and support provided in addition to Tier I Instruction that addresses critical prerequisite skills necessary for students to access grade-level standards-based instruction or meet age-appropriate behavior expectations,

dd. TN Technical Assistance Network ("TN-TAN") – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.

ee. Work Plan – written proposal of the Grantee's plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items

A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items for this Priority Grantee, as outlined in this Grant Contract.

The Work Plan shall:

a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;

b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and

c. Be maintained by the Grantee on a shared site accessible by the State.

A.4. All materials and resources created by the Grantee pursuant to this Grant Contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

All materials and resources shall:

a. Be pre-approved by the State prior to the Grantee's submission for formal, final State review on dates to be agreed upon between the State and the Grantee;

b. Meet the requirements of the State's Style Guide;

c. Be compliant with Section 508 of the Rehabilitation Act of 1973 ("Section 508") (20 U.S.C. § 794d);

d. Be submitted for final State review and approval via the Coordination Grantee; and

e. Be in final form with State approval a minimum of sixty (60) calendar days prior to scheduled use to ensure alignment with the State's initiatives and consistency with applicable federal and State regulations.

A.5. The Grantee shall engage in ongoing strategic coordination of TA and support services within the TN-TAN, including but not limited to the following responsibilities:

a. Participating in monthly virtual collaborative planning meetings with the State and Network Partners to coordinate support for LEAs and schools on mutually agreed upon dates and times;

b. Actively participating in and contributing work aligned with the TN-TAN's vision and theory of action;

c. Coordinating Network Partners calendars and TN-TAN referrals and planning of TN-TAN events, content development, and workstreams to avoid duplication and enhance synergy across TN-TAN;

d. Providing the State with monthly updates that summarize coordination activities, emerging trends, needs, and opportunities for responsive improvement. The Grantee's monthly updates shall be delivered during a scheduled virtual meeting with the State at dates and times to be agreed upon between the State and the Grantee. If requested by the State, the Grantee shall also provide additional updates during virtual meetings, emails, or phone conversations with the State; and

e. Prioritizing training and support for LEAs and schools identified by the State.

A.6. The Grantee shall establish a virtual statewide library or collection of virtual regional libraries that provide open access resources, including but not limited to modules, webinars, guidance documents, briefs, exemplars, best practices, and handouts. The Grantee shall make the virtual library or libraries publicly accessible and shall host them on the State's TN TAN website or TeachALL, at the State's discretion. The open access resources provided shall address the following topics:

a. Data-based decision-making;

b. Data literacy and analysis;

c. Supporting meaningful access in Tier I Instruction;

d. Understanding and identifying student academic and behavioral needs;

e. Root cause analysis for academic and behavior needs;

f. Ensuring a positive school climate that facilitates systems and structures that support all students;

g. Behavioral instruction and supports that incorporate trauma-informed practices;

h. Instructional design intended to mediate academic needs;

i. Instructional Coherence;

j. Characteristics of dyslexia and dyslexia-specific interventions;

k. Use of HQIM in the tiered intervention setting; and

l. Implementation of a tiered system of support for all areas in RTI^2-A+B framework, including resources that address topics such as, but not limited to, the following:

1) Tier I Instruction and supports, including universal screening, data-based decision-making, high-quality instruction, data team leadership, and understanding and responding to data trends;

2) Tier II Interventions, including determining student needs, designing needs-aligned strategic intervention, progress monitoring, and evaluating the effectiveness of the designed instruction within the intervention aligned to Tier I Instruction grade level content through the use of HQIM or aligned materials; and

3) Tier III Interventions, including determining student needs, designing needs-aligned intensive intervention, progress monitoring, evaluating the effectiveness of the designed instruction within the intervention aligned to Tier I Instruction grade level content through the use of HQIM or aligned materials, as appropriate.

A.7. The Grantee shall provide TA in the form of PD, in-person training, coaching, and other support as detailed in this Grant Contract at either the individual school level or at the LEA level. TA shall include but not be limited to providing in-person and virtual PD opportunities and developing online and printable resources and materials to assist LEAs in building capacity to implement tiered interventions . The Grantee shall ensure that all supports provided are designed to meet the objectives provided by the State to meet LEA needs, regional requests, or statewide implementation goals.

a. TA provided under this Grant contract may include required targeted support for LEAs due to identified needs or specific LEA requests, as well as universal, statewide support for all LEAs, as needed and upon the State's request.

b. All TA provided pursuant to this Grant Contract shall be audience-specific and, at a minimum, include the following:

1) LEA coaching and consultation to support systems level implementation and fidelity, as well as to assist in problem solving to address implementation challenges by:

    i. Conducting a root cause analysis, or reviewing and analyzing a previously conducted root cause analysis, specific to tiered intervention and student supports to determine factors contributing to the identified areas of need;

    ii. Assisting LEAs with the development of system-wide practices, policies, and procedures;

    iii. Ensuring the implementation of identified needed practices, policies, and procedures within specific school buildings; and

    iv. Ensuring student level decisions are individualized, support Child Find, and provide FAPE in the LRE, thereby reducing the likelihood of Emergency Situations leading to lost instruction.

2) In-person LEA and/or LEA-supported building level PD, interdisciplinary collaboration, and coaching, which shall align to the State's priorities and goals for TN TAN, and shall include but not be limited to:

    i. Tier I Instruction and supports for all areas in the RTI^2-A+B framework, incorporating trauma informed practices and implementation of instruction for students with learning differences throughout (e.g., universal expectations, screening, data-based decision-making, high-quality instruction, data team leadership);

    ii. Tier II Interventions for academic and non-academic needs (e.g., reading, writing, math, and behavior);

    iii. Tier III Interventions for academic and non-academic needs (e.g., reading, writing, math, and behavior); and

    iv. LEA identified areas of need directly impacting any aspect of RTI^2-A+B implementation outlined in this Grant Contract.

c. Prior to providing TA, the Grantee shall develop content and support plans that outline how the Grantee's TA is designed to meet the objectives provided by the State, LEA needs, regional requests, and/or statewide implementation goals The Grantee shall ensure that all resources, materials, TA plans, and PD training materials are submitted for approval following the Network's content review process, which includes submission of all work products developed by the Grantee to the State for review and approval.

d. All resources and materials created by the Grantee pursuant to this Grant contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

e. The Grantee shall create Collaborative Professional Communities anchored in data-based decision-making and designed to improve LEAs' and schools' capacities to implement RTI^2-A+B. The TA and Collaborative Professional Learning provided shall target implementation practices ensuring Instructional Coherence and improving instructional design and structures of tiered interventions, thereby improving academic outcomes and pro-social behaviors for students, while reducing disciplinary actions leading to lost instructional time.

f. The Grantee shall employ or contract with at least two (2) TA Coaches to support LEAs in each of the eight (8) CORE Regions, for a minimum of sixteen (16) total TA Coaches. The

Grantee shall identify one (1) lead TA Coach to support each grand division of the State (East, Middle, and West) to ensure timely and aligned TA responses.

A.8. The Grantee shall follow the below State-defined process for accepting TN-TAN referrals for TA, training, and support:

a. LEAs, schools, educators, families, etc. will submit requests for TN-TAN support through Best for All Central;

b. The Coordination Grantee will route the request to the appropriate Network Partner;

c. If assigned the request, the Grantee shall make contact with the referral source via email or phone within two (2) business days of being assigned the request and shall determine the action required to support the referral request;

d. The Grantee shall provide the assistance necessary to support the referral request; and

e. Upon completion of providing the appropriate assistance, the Grantee shall update the State-approved referral contact log.

If applicable, the Grantee shall prioritize the completion of referral requests identified by the State as a priority.

A.9. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.

A.10. The Grantee shall participate in annual in-person meetings with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.

A.11. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.

A.12. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.

A.13. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.

A.14. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.

A.15. The Grantee shall familiarize themselves with the IDEA; State Board of Education ("SBE") rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the

Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.

A.16. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.

A.17. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.

A.18. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.

A.19. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

A.20. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2031, ("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 five million dollars and zero cents ($5,000,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not

limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov
c/o Haley Richardson

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Education & Division of Special Education & Student Supports.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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:

Haley Richardson, Senior Manager of Intervention
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Haley.Richardson@tn.gov
(615) 655-4220

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. 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. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

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

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

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.

E.10. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	$5,000,000.00
Total amount of federal funds obligated to the subrecipient	$5,000,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: DATE** **END: June 30, 2031**

	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	**$5,000,000.00**	**0.00**	**$5,000,000.00**

[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-II/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 B

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

Family & School Engagement

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
TBD	June 30, 2031	33101-26052GRF5D	TBD

Grantee Legal Entity Name	Edison Vendor ID
TBD	TBD

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 84.027A

Grantee's fiscal year end: TBD

Service Caption (one line only)

TN TAN - Family & School Engagement (FY27-FY31)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$TBD			$TBD
2028		$TBD			$TBD
2029		$TBD			$TBD
2030		$TBD			$TBD
2031		$TBD			$TBD
TOTAL:		**$4,150,000.00**			**$4,150,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Applications (RFA)
☐ Non-competitive Selection	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
IDEA FUNDS (33136)	

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 TN TAN – Family & School Engagement (FY27-FY31), 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:

a. Annual Performance Report ("APR") Indicator 8 – under IDEA, measures the "percent of parents with a child receiving special education services who report that schools facilitated parent involvement as a means of improving services and results for children with disabilities." (U.S. Department of Education, *Final Fiscal Year (FFY) 2023 Part B Related Requirements Under the Individuals with Disabilities Education Act*, https://sites.ed.gov/idea/files/FFY2023-Part-B-Related-Requirements.pdf)

b. Best for All Central – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool with open accessibility to all users designed to provide school leaders, educators, and families with an extensive collection of high-quality optional resources to support teaching and learning (https://bestforall.tnedu.gov/)

c. Center of Regional Excellence ("CORE") Regions – the eight (8) regions of Tennessee as determined by the State

d. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees

e. Evaluation Grantee – the State-selected grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all activities under TN-TAN

f. Free Appropriate Public Education ("FAPE") – a requirement of IDEA that a free appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21), inclusive (34 C.F.R. §§ 300.101–102), including children with disabilities who have been suspended or expelled from school (34 C.F.R. § 300.530(d))

g. Individualized Education Program ("IEP") – a written statement for each student with a disability that is developed, reviewed, and revised in accordance with IDEA and that outlines the student's educational program. The IEP is a legally binding document to ensure a student with a disability receives appropriate educational services. (20 U.S.C. § 1414(d))

h. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a FAPE to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)

i. Learning Module System ("LMS") – an online platform that contains professional learning modules that may be assigned to educators for professional learning credit

j. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))

k. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State

l. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the remaining Priority Grantees, the Evaluation Grantee, and the Coordination Grantee

m. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support

n. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

o. State Performance Plan ("SPP") – a federally required report under IDEA that describes how the State will improve implementation of special education and that contains rigorous targets for eighteen (18) compliance- and results-based indicators of performance

p. Style Guide – the State's technical resource that explains the formatting, branding, and other stylistic requirements for written communications and content

q. TeachALL – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool requiring single sign on authentication designed to provide school leaders and educators with an extensive collection of high-quality optional resources to support teaching and learning (https://teachall.tnedu.gov/)

r. Technical Assistance ("TA") – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs

s. TN Technical Assistance Network ("TN-TAN") – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.

t. Work Plan – written proposal of the Grantee's plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items

A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items for this Priority Grantee, as outlined in this Grant Contract.

The Work Plan shall:

a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;

b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and

c. Be maintained by the Grantee on a shared site accessible by the State.

A.4. All materials and resources created by the Grantee pursuant to this Grant Contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

All materials and resources shall:

a. Be pre-approved by the State prior to the Grantee's submission for formal, final State review on dates to be agreed upon between the State and the Grantee;

b. Meet the requirements of the State's Style Guide;

c. Be compliant with Section 508 of the Rehabilitation Act of 1973 ("Section 508") (20 U.S.C. § 794d);

d. Be submitted for final State review and approval via the Coordination Grantee; and

e. Be in final form with State approval a minimum of sixty (60) calendar days prior to scheduled use to ensure alignment with the State's initiatives and consistency with applicable federal and State regulations.

A.5. The Grantee shall engage in ongoing strategic coordination of TA and support services within the TN-TAN, including but not limited to the following responsibilities:

a. Participating in monthly virtual collaborative planning meetings with the State and Network Partners to coordinate support for LEAs and schools on mutually agreed upon dates and times;

b. Actively participating in and contributing work aligned with the TN-TAN's vision and theory of action;

c. Coordinating Network Partners calendars and TN-TAN referrals and planning of TN-TAN events, content development, and workstreams to avoid duplication and enhance synergy across TN-TAN;

d. Providing the State with monthly updates that summarize coordination activities, emerging trends, needs, and opportunities for responsive improvement. The Grantee's monthly updates shall be delivered during a scheduled virtual meeting with the State at dates and times to be agreed upon between the State and the Grantee. If requested by the State, the Grantee shall also provide additional updates during virtual meetings, emails, or phone conversations with the State; and

e. Prioritizing training and support for LEAs and schools identified by the State.

A.6. The Grantee shall support LEAs identified by the State based on APR performance, and those LEAs requesting supports, to develop practices that encourage school-to-family partnerships to support children with disabilities. Supports shall include but are not limited to the following:

a. Assist in creating feedback opportunities, including but not limited to creating and distributing parent surveys and hosting listening sessions, for parents to share their school-related special education experiences;

b. Assist in organizing and hosting LEA or school-wide engagement opportunities to educate families on topics that empower parents to support the educational needs of their child, including but not limited to:

1) Back-to-school preparation and events for families of students with disabilities;

2) Special education processes, including referrals, evaluations, IEPs, manifestation determination reviews, extended school years, and procedural safeguards;

3) Opportunities to support children's educational progress through learning activities at home, including supporting literacy, language, and communication at home; tips for addressing behavior; and increasing independence with self-help skills;

4) Connecting families with local community resources;

5) Understanding the difference between medical/clinical and educational models of eligibility and supports; and

6) Diploma options and postsecondary planning, including resource, career, and transition fairs.

c. Assist with developing LEA-level policies and practices to establish clear expectations for family and school engagement and communication;

d. Assist in developing or leading trainings for general and special educators in building positive school-family partnerships, including improving school-to-home communication; improving consideration for families' cultural, economic, and educational experiences; and increasing respectful and trusting relationships; and

e. Assist with acquiring translation services, including connecting LEAs with language centers and qualified translators, for written and/or verbal special education communication when the LEA has been unsuccessful with securing a qualified translator for a particular foreign language.

A.7. The Grantee shall provide training to LEAs and families at the request of the State, or in response to TN-TAN referrals. Training shall be designed to promote respectful and solution-oriented communication between schools and families. Training topics shall include but not be limited to the following:

a. Avoiding conflict in IEP meetings and resolving disagreements;

b. Working with advocates;

c. Working with interpreters; and

d. Perspective-taking and reflecting on beliefs and assumptions.

A.8. At the request of the State, the Grantee shall develop family-friendly versions of State-developed resources. Resources may include but are not limited to short webinars, online modules, or family-friendly tip sheets. Any online modules shall be created within the State's LMS on Best for All Central and/or TeachALL, at the State's discretion. The Grantee shall ensure that all resources developed comply with Section A.4. of this Grant Contract and are submitted for approval following the Network's content review process, which includes submission of all work products developed by the Grantee to the State for review and approval.

A.9. At the request of the State, the Grantee shall support LEAs in improving their APR Indicator 8 data by providing actionable supports, including but not limited to establishing school or LEA procedures and practices focused on increasing the engagement of parents of students with disabilities through parent trainings, providing opportunities to serve on school committees, and increasing participation of students with disabilities in school-sponsored events, to ensure LEAs are creating school cultures that support the needs of students with disabilities and their families.

A.10. The Grantee shall host one (1) in-person community conversation in each of the State's eight (8) CORE Regions each year during the Grant Contract Term. These community conversations shall engage a variety of special education stakeholders in facilitated solution-oriented conversations around topics or issues presented to the Grantee by the State.

a. The Grantee shall schedule, promote, secure locations for, organize, provide necessary equipment/materials for, and facilitate each community conversation.

b. The Grantee shall produce a report for the State within five (5) business days following each community conversation that includes, at minimum, a list of participants, discussion topics, and stakeholder feedback.

A.11. The Grantee shall develop and distribute a virtual survey for parents of children with disabilities enrolled in Tennessee LEAs that shall remain open throughout each school year to assess common special education questions, issues, or needs. The survey results shall be compiled and shared quarterly with the State.

A.12. The Grantee shall establish a virtual statewide listening session network for advocacy and disability groups with interests related to special education services in schools for the purpose of presenting issues and engaging in solution-oriented dialogue. The Grantee shall host and facilitate monthly sessions from August to May during the Grant Contract Term on days and times to be agreed upon between the Grantee and the State.

The Grantee shall:

a. Schedule monthly sessions a minimum of sixty (60) calendar days prior to the date on which the sessions will occur;

b. Provide the State with the proposed list of session invitees and update the State when new invitees are added;

c. Manage and update, as needed, the list of session invitees and share session invitations with session invitees accordingly;

d. Solicit and collect submitted questions from session invitees and provide them to the State a minimum of five (5) business days in advance of the scheduled sessions. If no questions have been submitted to the State by this deadline, the State reserves the right to cancel the scheduled session;

e. Maintain notes for each session, which shall include session attendees, discussion topics, resources shared, and issues to follow-up on. The Grantee shall provide a copy of these notes to the State within two (2) business days after each session.;

f. Develop an agenda for each session and submit the agenda to the State no less than two (2) business days prior to each session.

A.13. The Grantee shall establish and maintain a toll-free call center that shall be available and fully staffed eight (8) hours per day between the hours of 8:00am and 4:00pm CT, Monday through Friday. The Grantee shall:

a. Maintain a call log, which shall include the call date, caller's name and source (parent, guardian, teacher, etc.), associated LEA, caller's contact information, and details of their reason for calling. The Grantee shall provide a report with this information to the State each month during the Grant Contract Term;

b. Encourage parents/guardians to work directly with their LEA to resolve student-specific IEP issues;

c. Provide universal State-approved resources, options for free advocacy centers, dispute resolution options, or other State-approved resources to support the caller's request;

d. Ensure call center representatives are trained and professional, maintain a neutral stance on reported issues or concerns, and do not provide student-specific guidance or advice to callers; and

e. Refer callers to the State for any reported allegations of IDEA or civil rights violations.

A.14. The Grantee shall follow the below State-defined process for accepting TN-TAN referrals for TA, training, and support:

a. LEAs, schools, educators, families, etc. will submit requests for TN-TAN support through Best for All Central;

b. The Coordination Grantee will route the request to the appropriate Network Partner;

c. If assigned the request, the Grantee shall make contact with the referral source via email or phone within two (2) business days of being assigned the request and shall determine the action required to support the referral request;

d. The Grantee shall provide the assistance necessary to support the referral request; and

e. Upon completion of providing the appropriate assistance, the Grantee shall update the State-approved referral contact log.

If applicable, the Grantee shall prioritize the completion of referral requests identified by the State as a priority.

A.15. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.

A.16. The Grantee shall participate in annual in-person meetings with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will

be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.

A.17. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.

A.18. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.

A.19. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.

A.20. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.

A.21. The Grantee shall familiarize themselves with the IDEA; State Board of Education ("SBE") rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.

A.22. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.

A.23. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.

A.24. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.

A.25. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The

Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

A.26. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2031, ("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 four million, one hundred fifty thousand dollars and zero cents ($4,150,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov
c/o Susan Usery

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).

(5) Grantor: Tennessee Department of Education & Division of Special Education & Student Supports.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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:

Susan Usery, Senior Director of Special Education Programs
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Susan.Usery@tn.gov
(615) 428-8812

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Cyber Liability Insurance

1) The Grantee 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 Grantee's duties and obligations under this Grant 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 Grantee, 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. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.

E.10. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	$4,150,000.00
Total amount of federal funds obligated to the subrecipient	$4,150,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: DATE** **END: June 30, 2031**

	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	**$4,150,000.00**	**0.00**	**$4,150,000.00**

[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-II/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 B

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

IEP Coaching & Support

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
TBD	June 30, 2031	33101-26052GRF5E	TBD

Grantee Legal Entity Name	Edison Vendor ID
TBD	TBD

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 84.027A

Grantee's fiscal year end: TBD

Service Caption (one line only)

TN TAN - IEP Coaching & Support (FY27-FY31)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$TBD			$TBD
2028		$TBD			$TBD
2029		$TBD			$TBD
2030		$TBD			$TBD
2031		$TBD			$TBD
TOTAL:		**$3,437,500.00**			**$3,437,500.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Applications (RFA)
☐ Non-competitive Selection	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
IDEA FUNDS (33136)	

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 TN TAN - IEP Coaching & Support (FY27-FY31), 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:

a. Behavior Intervention Plan ("BIP") – a written plan developed by an IEP team that includes positive strategies, program modifications, and supplementary aids and supports aimed to decrease problem behaviors and reinforce replacement behaviors that allow the child to be educated in the least restrictive environment in alignment with the State Board of Education ("SBE") Rule 0520-01-09-.24

b. Best for All Central – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool with open accessibility to all users designed to provide school leaders, educators, and families with an extensive collection of high-quality optional resources to support teaching and learning (https://bestforall.tnedu.gov/)

c. Center of Regional Excellence ("CORE") Regions – the eight (8) regions of Tennessee as determined by the State

d. Cohort(s) – a grouping of LEAs assigned by the State that determines when an LEA enters the Four-Year IEP Coaching and Support Cycle and the relative intensity level of coaching and support provided during participation in each phase of the cycle

e. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees

f. Evaluation Grantee – the State-selected grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all activities under TN-TAN

g. Four-Year IEP Coaching and Support Cycle – the State-defined structure through which LEAs receive differentiated, tiered coaching and support following IEP Monitoring, progressing from corrections and system reset to embedded LEA systems, sustained IEP development, and documentation practices over a four (4) year period

h. Free Appropriate Public Education ("FAPE") – a requirement of IDEA that a free appropriate public education must be available to all children residing in the state between the ages of three (3) and twenty-one (21), inclusive (34 C.F.R. §§ 300.101–102), including children with disabilities who have been suspended or expelled from school (34 C.F.R. § 300.530(d))

i. Functional Behavioral Assessment ("FBA") – the evaluation process that searches for an explanation for the purpose behind a problem behavior using a systematic approach (including information/data gathering) and an analysis of relationships between antecedents and consequences in alignment with SBE Rule 0520-01-09-.24

j. IEP Compliance Foundation Module(s) – State-developed required learning modules delivered through the State's LMS establishing baseline IDEA and Tennessee compliance expectations for LEAs

k. IEP Monitoring – the State's formal review process conducted pursuant to IDEA general supervision requirements to determine LEA compliance with federal and state special education regulations governing IEP development and documentation

l. Individualized Education Program ("IEP") – a written statement for each student with a disability that is developed, reviewed, and revised in accordance with IDEA and that outlines the student's educational program. The IEP is a legally binding document to ensure a student with a disability receives appropriate educational services. (20 U.S.C. § 1414(d))

m. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a FAPE to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)

n. Learning Module System ("LMS") – an online platform that contains professional learning modules that may be assigned to educators for professional learning credit

o. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))

p. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State

q. Measurable Annual Goal(s) ("MAG(s)") – a required component of an IEP that describes what the child is expected to achieve within one (1) year to meet the child's needs associated with his or her disability and to enable involvement and progress in the general education curriculum (34 C.F.R. § 300.320(a)(2))

r. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the remaining Priority Grantees, the Evaluation Grantee, and the Coordination Grantee

s. Present Levels of Academic Achievement and Functional Performance ("PLAAFP(s)") – a required component of an IEP that describes a student's current academic and functional performance, identifies the impact of the student's disability, and establishes the baseline data used to develop measurable annual goals (34 C.F.R. § 300.320(a)(1))

t. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support

u. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

v. Style Guide – the State's technical resource that explains the formatting, branding, and other stylistic requirements for written communications and content

w. TA Coach(es) – qualified professionals with expertise in IEP development and IDEA compliance who provide structured coaching and support to LEAs to strengthen compliant IEP practices, support monitoring responses, and build sustainable LEA systems

x. TeachALL – State-hosted LMS and Tennessee's hub for learning and teaching; an online tool requiring single sign on authentication designed to provide school leaders and educators with an extensive collection of high-quality optional resources to support teaching and learning (https://teachall.tnedu.gov/)

y. Technical Assistance ("TA") – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs

z. TN Technical Assistance Network ("TN-TAN") – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.

aa. Work Plan – written proposal of the Grantee's plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items

A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items for this Priority Grantee, as outlined in this Grant Contract.

The Work Plan shall:

a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;

b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and

c. Be maintained by the Grantee on a shared site accessible by the State.

A.4. All materials and resources created by the Grantee pursuant to this Grant Contract shall be available for public use on a State online platform as designated by the State. The Grantee shall prioritize the creation of any materials and resources identified by the State.

All materials and resources shall:

a. Be pre-approved by the State prior to the Grantee's submission for formal, final State review on dates to be agreed upon between the State and the Grantee;

b. Meet the requirements of the State's Style Guide;

c. Be compliant with Section 508 of the Rehabilitation Act of 1973 (“Section 508”) (20 U.S.C. § 794d);

d. Be submitted for final State review and approval via the Coordination Grantee; and

e. Be in final form with State approval a minimum of sixty (60) calendar days prior to scheduled use to ensure alignment with the State’s initiatives and consistency with applicable federal and State regulations.

A.5. The Grantee shall engage in ongoing strategic coordination of TA and support services within the TN-TAN, including but not limited to the following responsibilities:

a. Participating in monthly virtual collaborative planning meetings with the State and Network Partners to coordinate support for LEAs and schools on mutually agreed upon dates and times;

b. Actively participating in and contributing work aligned with the TN-TAN's vision and theory of action;

c. Coordinating Network Partners calendars and TN-TAN referrals and planning of TN-TAN events, content development, and workstreams to avoid duplication and enhance synergy across TN-TAN;

d. Providing the State with monthly updates that summarize coordination activities, emerging trends, needs, and opportunities for responsive improvement. The Grantee’s monthly updates shall be delivered during a scheduled virtual meeting with the State at dates and times to be agreed upon between the State and the Grantee. If requested by the State, the Grantee shall also provide additional updates during virtual meetings, emails, or phone conversations with the State; and

e. Prioritizing training and support for LEAs and schools identified by the State.

A.6. The Grantee shall ensure all services performed under this Grant Contract shall align to the State’s Four-Year IEP Coaching and Support Cycle and shall be delivered in a manner that:

a. Supports LEAs following the State’s IEP Monitoring process;

b. Builds practitioner-level capacity in IEP development and documentation;

c. Strengthens LEA-wide consistency and internal review structures; and

d. Establishes durable systems that sustain compliant IEP development and documentation practices over time.

A.7. At the request of the State, the Grantee shall develop Tennessee-aligned open access resources, including but not limited to modules, webinars, guidance documents, briefs, exemplars, templates, checklists, handouts, and implementation tools. Resources and modules developed under this section shall align to the IEP Compliance Foundation and support progression across the State’s Four-Year IEP Coaching and Support Cycle.

The Grantee shall ensure that all resources are designed to strengthen practitioner-level understanding, promote LEA-wide consistency in IEP development and documentation, and reinforce internal systems that support sustained compliance. The Grantee shall ensure that all resources developed comply with Section A.4. of this Grant Contract and are submitted for approval following the Network’s content review process, which includes submission of all work products developed by the Grantee to the State for review and approval.

Content areas covered in the resources shall include but are not limited to the following topics:

a. IDEA statutory requirements and related regulations and the State's special education regulations;

b. Procedural safeguards and required documentation;

c. IEP team composition, timelines, and meeting requirements;

d. Development of compliant PLAAFPs;

e. Writing MAGs;

f. Documentation of special education and related services;

g. Progress reporting documentation requirements;

h. Transition planning requirements (including Tennessee age requirements);

i. Early childhood transition (moving from IDEA Part C services (*see generally* 20 U.S.C. § 1431 et seq.) to IDEA Part B services (*see generally* 20 U.S.C. § 1411 et seq.) compliance requirements;

j. IEP documentation requirements related to manifestation determinations, FBAs, and BIPs;

k. Root cause analysis and corrective action planning tools;

l. Structured IEP artifact review protocols; and

m. Internal compliance review tools and self-monitoring checklists.

A.8. The Grantee shall provide TA in the form of professional development, in-person training, coaching, consultation, artifact review, and related support as detailed in this Grant Contract to strengthen LEA and school capacity in the development and documentation of compliant IEPs. TA under this Grant Contract may include required support connected to State IEP Monitoring findings and corrective actions, as well as targeted and universal supports provided in response to statewide trends, identified needs, or State priorities. All TA shall be delivered through structured collaborative coaching designed to strengthen LEA systems and practices.

TA shall include but not be limited to the following:

a. Guided root cause analysis related to IEP Monitoring findings;

b. LEA-level action planning and system reset work;

c. Structured IEP artifact review to strengthen quality and compliance; and

d. Practitioner-focused coaching to improve consistency in IEP development and documentation across schools.

A.9. The Grantee shall assist LEAs in completing timely correction of identified individual noncompliance, and, when applicable, systemic noncompliance, resulting from State IEP Monitoring and in preparing documentation necessary for State review.

The Grantee shall incorporate correction support with deeper coaching work, as further described in Section A.8., designed to build LEA leadership capacity, expand practitioner-level consistency, and establish LEA-wide systems that sustain compliant IEP development practices over time.

TA related to IEP Monitoring, noncompliance, and related documentation shall include but not be limited to the following topics:

a. Structured review of IEP files and required documentation;

b. Strengthening development of compliant PLAAFPs;

c. Writing measurable annual goals consistent with IDEA requirements;

d. Documentation of special education and related services;

e. Alignment across IEP components to ensure regulatory compliance;

f. Procedural safeguards and required documentation practices;

g. IEP timelines, meeting requirements, and team composition;

h. Progress reporting documentation requirements;

i. Transition planning requirements;

j. Early childhood transition compliance;

k. IEP documentation requirements related to manifestation determinations, FBAs, and BIPs;

l. Support for correction of identified individual and systemic noncompliance; and

m. Development and implementation of internal self-monitoring compliance review protocols.

A.10. The Grantee shall provide differentiated support to LEAs aligned to the State-assigned Cohort intensity level. The State will assign LEAs to one (1) of four (4) Cohorts based on IEP Monitoring results, compliance history, and risk factors identified through the State's formal Risk Analysis process. The State retains sole authority to assign LEAs to Cohorts, adjust Cohort placement, and determine the level and duration of support required.

LEAs assigned to higher-intensity Cohorts shall receive more frequent, direct, and structured engagement, including but not limited to increased coaching sessions, file review activities, and corrective action planning support. LEAs assigned to lower-intensity cohorts shall receive universal resources and strategic reinforcement supports focused on maintenance and prevention. The Grantee shall allocate staffing and scheduling resources sufficient to meet the intensity requirements of each Cohort.

A.11. For the purposes of statewide implementation, the Grantee shall employ or contract with at least one (1) TA Coach to support each of the eight (8) CORE Regions, for a minimum of eight (8) regionally assigned TA Coaches. The Grantee shall supervise regional TA Coaches, coordinate regional work plans, ensure aligned TA responses, and ensure all TA Coaches are serving as primary points of contact for the State. The Grantee shall ensure that regional TA Coaches are available to provide both in-person and virtual TA as assigned by the State.

A.12. The Grantee shall provide structured LEA-level and LEA-supported building-level engagement upon the State's request to assist LEAs in translating State IEP Monitoring findings into documented LEA action steps and in strengthening LEA systems related to IEP development and

documentation. This structured engagement and assistance includes but is not limited to services such as corrective action planning, root cause analysis, and reinforcement of LEA-wide systems to prevent recurrence of identified noncompliance.

The Grantee may provide this structured engagement and assistance to LEAs that are subject to required corrective actions with building-level leadership capacity to document and demonstrate correction of regulatory and student-level noncompliance, as further detailed in Section A.9., and to LEAs that elect to participate proactively in preparation for upcoming IEP Monitoring cycles. In performing this work, the Grantee shall:

a. Facilitate structured LEA-level action planning meetings aligned to monitoring findings and Cohort assignment;

b. Conduct or support root cause analysis to identify LEA-level contributing factors;

c. Assist LEAs in developing written action plans with clearly assigned responsibilities and timelines;

d. Support refinement of LEA procedures, documentation protocols, and internal IEP review structures;

e. Support coordination between LEA leadership and designated school-level leads to promote consistent IEP development and documentation practices across schools;

f. Provide structured follow-up consultation sessions to support LEA progress toward corrective action benchmarks; and

g. Assist LEAs in organizing documentation and evidence responsive to State monitoring requirements.

Engagement under this section shall be prioritized according to LEA Cohort assignment and State-established timelines. All activities shall align with IDEA general supervision requirements and the State's IEP Monitoring framework.

A.13. The Grantee shall follow the below State-defined process for accepting TN-TAN referrals for TA, training, and support:

a. LEAs, schools, educators, families, etc. will submit requests for TN-TAN support through Best for All Central;

b. The Coordination Grantee will route the request to the appropriate Network Partner;

c. If assigned the request, the Grantee shall make contact with the referral source via email or phone within two (2) business days of being assigned the request and shall determine the action required to support the referral request;

d. The Grantee shall provide the assistance necessary to support the referral request; and

e. Upon completion of providing the appropriate assistance, the Grantee shall update the State-approved referral contact log.

If applicable, the Grantee shall prioritize the completion of referral requests identified by the State as a priority.

A.14. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location

determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.

A.15. The Grantee shall participate in annual in-person meetings with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.

A.16. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.

A.17. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.

A.18. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.

A.19. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.

A.20. The Grantee shall familiarize themselves with the IDEA; SBE rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.

A.21. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.

A.22. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.

A.23. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.

A.24. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the

State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

A.25. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2031, ("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 three million, four hundred thirty-seven thousand, five hundred dollars and zero cents ($3,437,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov
c/o Heather Anderson

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Education & Division of Special Education & Student Supports.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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:

Heather Anderson, Director of IDEA General Supervision and LEA Support
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Heather.Anderson@tn.gov
(615) 804-0299

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Cyber Liability Insurance

1) The Grantee 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 Grantee's duties and obligations under this Grant 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 Grantee, 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. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.

E.10. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	$3,437,500.00
Total amount of federal funds obligated to the subrecipient	$3,437,500.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: DATE** **END: June 30, 2031**

	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	**$3,437,500.00**	**0.00**	**$3,437,500.00**

[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-II/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 B

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