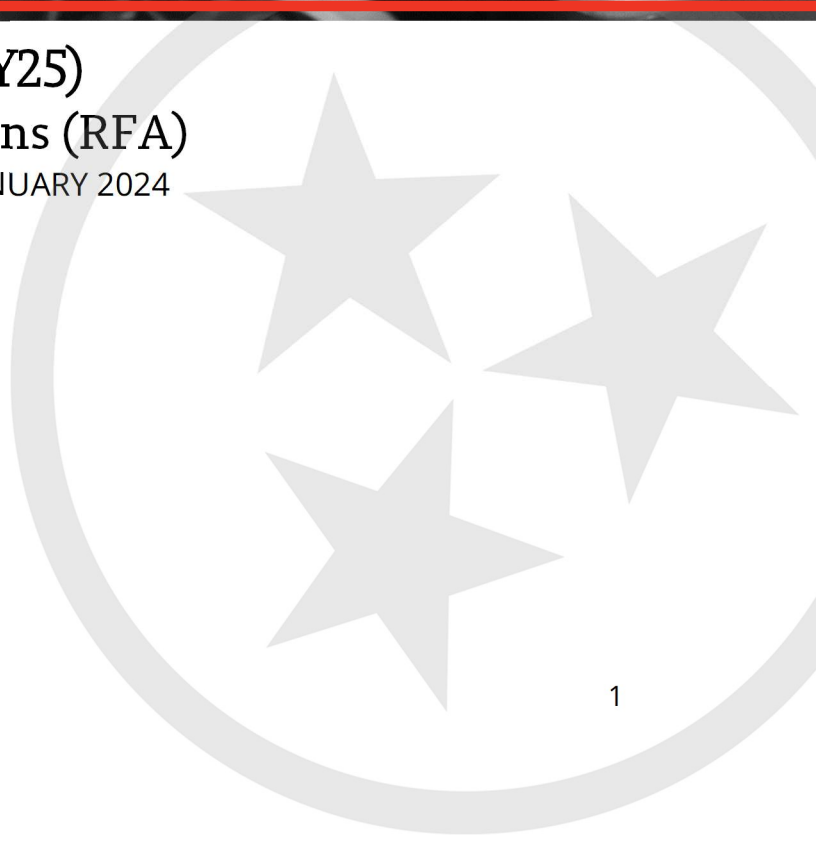


**Rural Principal Network (FY25)  
2024 Request for Applications (RFA)**  
Tennessee Department of Education | JANUARY 2024  
**Application Due Date: April 12, 2024**



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# General Information

## ***Background***

The Tennessee Department of Education (“State”) established the Tennessee Rural Principals Network (Network) in 2018 to provide development opportunities to school leaders in rural communities around the state. Tennessee has the nation’s fifth-largest number of K-12 students attending rural schools, with over 293,000 rural students across the state. Additionally, Tennessee rural schools had the seventh-lowest average spending level in the country for the instruction of each rural student. One of the largest areas of concern includes the recruitment and retention of rural educators and principals. Tennessee includes more than 900 schools located in rural communities, with the 2022-2023 Network cohort consisting of 36 rural principals. The Network aims to address the unique needs of rural schools and the challenges that rural leaders often face in accessing high quality professional learning.

## ***Procurement Purpose***

The State is seeking to award one (1) grant contract for the provision of structured programming for participants in the Rural Principal Network. The initial contract term will run from July 1, 2024 through June 30, 2027 (36 months) for the awarded amount.

## ***Scope of Work***

The selected grantee, the applicant with the highest score using the rubrics below, will design, implement, and maintain programming for the three cohorts (2024-25, 2025-26, and 2026-27) of approximately 150 participants of the Rural Principal Network.

### **Additionally, grantee shall, at minimum, possess the following qualifications and specifications:**

- Use research-based strategies designed to improve principal instructional leadership practices, principal retention, and student outcomes for rural schools
- Align to specific research on strategies for improving student outcomes in rural schools
- Be familiar with the [TEAM Administrator Evaluation Rubric](#) and shall align all services to this rubric, specifically emphasizing standards A1: Capacity Building, A2: Data Analysis & Use, B1: Leveraging Educator Strengths, and B4: Ownership
- Include strong evidence of principal preparation and/or school improvement work
- Demonstrate recent, relevant strategies for improving rural schools with clear evidence for improved student outcomes in rural schools

### **Expected deliverables for successful program design and implementation shall include documentation of the following:**

- Six (6) in-person sessions with two (2) in each Grand Division (East, Middle, and West) for approximately 50 participants each
- Three (3) virtual sessions in each Grand Division (East, Middle, and West) for a total of nine (9) for approximately 50 participants each
- Job-embedded learning activities designed to implement new learning for each session
- A minimum of two (2) coaching sessions for each candidate,

- An online platform designed to support collaborative professional relationships among participants and provide structured support to maintain collaborative relationships among participants beyond completion of the grant contract term
- Evaluation plan that measures the overall effectiveness of services. The plan should include metrics for participant perceptions, participant retention upon grant completion, and participant effectiveness and/or impact data and shall be developed within two (2) months of grant contract execution. This plan must include data points, means of collection, timeline for collection and analysis, and deadline for completion each year.
- A written report describing actual program activities and outcomes at the end of each fiscal year and one report at the end of grant contract term.

## ***Communications***

Prospective grantees must direct communications concerning this request for applications to the following person designated as the solicitation coordinator. **Please submit any questions you have related to the application process, the work being requested, or the pro forma grant contract.**

Kayla Michaud, Procurement Coordinator  
Tennessee Department of Education  
710 James Robertson Parkway  
Andrew Johnson Tower, 9th Floor  
Nashville, TN 37243  
[Kayla.Michaud@tn.gov](mailto:Kayla.Michaud@tn.gov)

## **Review Process**

All complete application packages meeting the requirements and received by the State on or before the application deadline will be forwarded to a peer review committee consisting of a minimum of three (3) State employees. The committee will provide each application with a technical merit score based upon the review criteria and rubric. Technical merit scores will serve as the foundation for grant award decisions. If there is a tie among applicants, the applicant with the most experience in this field will be awarded the grant.

The State reserves the right to not award all grants, and to negotiate specific grant amounts. **All awards are subject to the availability of funds. Grants are not final until the grant contract is executed.**

# Schedule

Event	Time (Central Time Zone)	Date
RFA Released		January 29, 2024
Application Deadline	4:30 PM CT	April 12, 2024
Notice of Contract Award		May 3, 2024
Proposed Contract Start Date		July 1, 2024

## Application Procedures

The application must be completed and submitted via email to [Kayla.Michaud@tn.gov](mailto:Kayla.Michaud@tn.gov) by **April 12, 2024 at 4:30 PM CT**. Paper copies of this application will **not** be accepted.

**Applications must be complete (including all application components listed below) and timely to be considered.**

**Steps to submitting an application:**

1. Address all application components in sequential order.
2. Clearly label each section and clearly identify which items correspond with each response.
3. Submit application in one PDF.
4. Email one PDF by the response deadline.

## Application Components

1. **Minimum Requirements**  
Applications meeting the minimum requirements (listed in **Attachment A: Scoring Rubric**) based on the completed application will only be considered.
2. **Technical Scoring Section**  
A review committee, made up of three (3) State employees, will independently evaluate and score all applications that meet the minimum requirements. Each reviewer will use the whole number, raw point scale for scoring each item as listed in **Attachment A: Scoring Rubric**. The three reviewers' scores will be averaged to determine the applicant's final, overall score. The applicant with the highest averaged score will be awarded the contract attached hereto.

# Attachment A: Scoring Rubric

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

Applicants must respond to all 7 questions below in order to be considered.

<b>Applicant Name:</b>	
1. Detail the name, email 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 grant contract, the applicant will accept and agree to all terms and conditions set out in Attachment B: Pro Forma Grant Contract.	
3. Describe the applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and business location (physical location or domicile).	
4. Detail the number of years the applicant has been in business and briefly describe the applicant's historical experiences and successes with principal preparation and/or school improvement.	
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 grant 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 grant contract pursuant to this solicitation.	
7. List the proposed project team who will be assigned to deliver the services required by this solicitation and provide a resume for each person listed.	

## **Technical Response (80 Points)**

The applicant must address all technical response items and provide, in sequence, the information and documentation as required. The evaluation team members will independently evaluate the responses and assign a score to each item using the rubric below. The Solicitation Coordinator will calculate the average of the total scores to determine the final score for this section. (Scoring Rubric found below).

<b>Applicant Name</b>		
<b>Technical Response</b>	<b>Maximum Points</b>	<b>Assigned Points</b>
1. Provide a narrative that illustrates how the applicant will complete the scope of services and accomplish required objectives.	10	
2. Provide a proposed timeline for completing the scope of services including employee names and individual responsibilities.	5	
3. Provide a one-year professional learning plan for principals including training, Coaching, mentoring, collaboration, and job-embedded activities. Plan should be aligned to the TEAM Administrator Rubric and specifically address indicators A1: Capacity Building, A2: Data analysis & Use, B1: Leveraging Educator Strengths, and B4: Ownership ( <a href="https://team-tn.org/wp-content/uploads/2022/06/TEAM-General-Educator-Rubric.pdf">https://team-tn.org/wp-content/uploads/2022/06/TEAM-General-Educator-Rubric.pdf</a> )	25	
4. List specific, research-based strategies for developing leadership capacity on the TEAM Administrator Rubric Specifically addressing Rubric indicators A1: Capacity Building, A2: Data Analysis & Use, B1: Leveraging Educator's Strength, and B4: Ownership.	10	



<p>5. Provide a narrative that describes the applicant's historical experiences and successes with principal preparation and/or school improvement. Please include the number of years of experience in providing a similar program and provide supporting data for improvements.</p>	<p>10</p>	
<p>6. Provide a narrative that describes how the applicant will address the unique needs of rural leaders citing appropriate, timely research.</p>	<p>5</p>	
<p>7. Present an instructional leadership model enabling participants to develop strong instructional practices individually and collectively leading to significantly improved student outcomes.</p>	<p>10</p>	
<p>8. Provide a narrative that describes a plan to collect necessary evaluation data including program effectiveness and participant program feedback.</p>	<p>5</p>	
<p><b>Score (maximum possible = 80)</b></p>		
<p><b>Evaluator Identification:</b></p>		



## Technical Response Rubric

	Total Points Possible	Insufficient Evidence	Adequate Evidence	Exemplary Evidence
<b>TECHNICAL RESPONSE #1</b>	10	Criteria not addressed. (0-3)	Narrative is complete and addresses each objective, but some level of detail or clarity is absent. (4-7)	Narrative is complete and provides extended support for each objective explicitly. (8-10)
<b>TECHNICAL RESPONSE #2</b>	5	Timeline not included (0-1)	Timeline is complete but somewhat nonspecific and includes major portions of the scope and provider roles (2-3)	Timeline is specific, complete, and includes entire scope and clear and explicit roles for providers (4-5)

<p><b>TECHNICAL RESPONSE #3</b></p>	<p>25</p>	<p>Professional learning plan addressed minimally (0-5)</p>	<p>The professional learning plan is comprehensive, but a specific aspect or aspects are missing, meaning the plan may not include all five criteria (training, Coaching, mentoring, collaboration, and job-embedded activities). The plan is aligned to the TEAM Administrator Evaluation rubric but may not have a specific focus on identified indicators. Roles are clearly defined. (6-15)</p>	<p>All aspects of the professional learning plan criteria are fully addressed with training, Coaching, mentoring, collaboration, and job-embedded activities. The plan is cohesive and has a high likelihood of improving student outcomes. The plan is aligned to the TEAM Administrator Evaluation rubric with an emphasis on indicators A1, A2, B1, B2. Roles are clearly defined, and each person has experience or expertise in improving rural schools (16-25)</p>
<p><b>TECHNICAL RESPONSE #4</b></p>	<p>10</p>	<p>The narrative does not include research-based strategies. (0-3)</p>	<p>Narrative includes general research on strategies for developing leadership capacity in accordance with the TEAM Administrator Evaluation rubric and is directly connected to improving rural schools. Narrative demonstrates short or episodic experiences. (4-7)</p>	<p>Narrative includes specific research on strategies for improving rural schools and the required indicators along with other indicators specific to program mission. Narrative demonstrates a cohesive strategy that utilize real time data and build on prior learning. (8-10)</p>

<p><b>TECHNICAL RESPONSE #5</b></p>	<p>10</p>	<p>Narrative either absent or expresses very limited evidence of experiences with principal preparation and/or school improvement. Evidentiary data are absent. (0-3)</p>	<p>Narrative provides clear evidence of principal preparation and/or school improvement experiences with a clear connection to experiences and improved student outcomes. (4-7)</p>	<p>Narrative provides strong evidence of principal preparation and/or school improvement with a compelling connection to experiences and improved student outcomes in rural settings. (8-10)</p>
<p><b>TECHNICAL RESPONSE #6</b></p>	<p>5</p>	<p>The narrative provides no strategies or strategies do not clearly align to research and its connection to improving outcomes in rural schools. (0-1)</p>	<p>The narrative includes recent, relevant strategies for improving rural schools. Strategies focus on effective data use, feedback, and support. Strategies empower principals as partners in the learning. (2-3)</p>	<p>The narrative includes recent, relevant strategies for improving rural schools with clear evidence base for improved student outcomes in rural schools. Strategies focus on effective data use, feedback, and support. Strategies clearly empower principals as partners in the learning and have lasting impact on organizational structures and student outcomes. (4-5)</p>

<p><b>TECHNICAL RESPONSE #7</b></p>	<p>10</p>	<p>Little evidence of understanding of leadership models. (0-3)</p>	<p>Leadership model focuses on the principal role in capacity building, setting high expectations, and could lead to improved student outcomes. (4-7)</p>	<p>Leadership model focuses specifically on rural principal role in capacity building, setting high expectations, and is backed by data to improve student outcomes. Leadership model creates lasting organizational changes. (8-10)</p>
<p><b>TECHNICAL RESPONSE #8</b></p>	<p>5</p>	<p>Narrative does not include a plan for program evaluation. (0-1)</p>	<p>Narrative includes a clear plan to collect participant perception data and student outcome data. (2-3)</p>	<p>Narrative includes a clear plan to regularly collect participant perception data, participant impact and or effectiveness data, and student outcome data to make program improvements throughout the program. (4-5)</p>

# Attachment B: Pro Forma Grant Contract

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

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

The *pro forma* grant contract substantially represents the document that the selected grantee must sign.

See sample Pro Forma Contract attached below.



# GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2024	<b>End Date</b> June 30, 2027	<b>Agency Tracking #</b> 33101- 23167GRS3	<b>Edison ID</b> TBD
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<b>Grantee Legal Entity Name</b> TBD	<b>Edison Vendor ID</b> TBD
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<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	<b>Assistance Listing Number:</b> N/A
	<b>Grantee's fiscal year end:</b> TBD

**Service Caption** (one line only)  
Rural Principal Network (FY25)

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$500,000.00				\$500,000.00
2026	\$500,000.00				\$500,000.00
2027	\$500,000.00				\$500,000.00
<b>TOTAL:</b>	<b>\$1,500,000.00</b>				<b>\$1,500,000.00</b>

**Ownership/Control**

Minority Business Enterprise (MBE):  
 African American  Asian American  Hispanic American  Native American

Woman Business Enterprise (WBE)

Service-Disabled Veteran Enterprise (SDVBE)

Disabled Owned Businesses (DSBE)

Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government  Non-Minority/Disadvantaged  Other:

**Grantee Selection Process Summary**

Competitive Selection | The State ran a Request for Applications (RFA) in order to award to the highest scoring applicant.

<b>Budget Officer Confirmation:</b> 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.	<i>CPO USE - GR</i>
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<b>Speed Chart</b> (optional) ED00001535	<b>Account Code</b> (optional)
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**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 the Rural Principal Network (FY25), as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID #: **Number**

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

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. Coaching – an approved research-based, job-embedded approach to instructional intervention which provides the assistance necessary to implement new programs that improve student learning. Coaching may include: collaborative reflection and data analysis, collaborative research and learning, focused observations, modeling of best practices, peer teaching, and debriefing and feedback.
  - b. In-Person Coaching Session – experience designed to be an in-person interaction between the coach and participant where Coaching activities are aligned to individual participant needs to reach intended outcomes. One coaching session shall be scheduled each semester for each participant.
  - c. In-Person Session – an organized presentation with accompanying participant activities delivered to small or large groups with the intent to develop understanding, improve skills, build teamwork, and foster ownership of research-based best practices for instructional leadership. Designed to be a minimum of six hours and consist of a variety of intentionally designed, high quality learning activities for adult learners.
  - d. Job-Embedded Activities – activities intentionally designed for participants to implement in-person session learning in their work context with follow-up implementation support provided during Coaching sessions.
  - e. Online Coaching Session – coaching experience designed as an online follow-up discussion to provide participant assistance between In-person Sessions and In-person Coaching Sessions. Online Coaching sessions will be scheduled within one week of each In-Person Coaching Session.
  - f. Online Collaboration – structured online interactions which allow participants to discuss learning and implementation with cohort colleagues. Collaboration can be initiated by the provider or participant with the overall goal of building professional, collaborative relationships which continue beyond program participation.



- g. Tennessee Educator Acceleration Model (“TEAM”) – an evaluation model to help educators and educational leaders continuously improve their practice.
- A.3. The Grantee shall provide participants with programming specifically designed to clarify the definition and application of instructional leadership in the rural context. The program shall include a minimum of six (6) In-Person Sessions and two (2) Coaching sessions per participant (In-Person Coaching Session or Online Coaching Session), Online Collaboration, and Job-Embedded Activities designed for participants to implement new learning.
- a. The Grantee shall provide a minimum of six (6) In-Person Sessions for a minimum of six (6) hours each. In-Person Session presentations and materials shall be provided for review to Dominique Davis, the State’s Director of District Implementation, a minimum of thirty (30) calendar days prior to the session. The Grantee shall make any revisions requested by the State prior to delivering content.
  - b. The Grantee shall require participants to implement new learning in their roles through Job-Embedded Activities aligned with learning outcomes for each In-Person Session.
  - c. The Grantee shall schedule a minimum of two (2) In-Person or Online Coaching Sessions per participant. In-Person or Online Coaching Sessions shall be a minimum of three (3) hours each. In-Person or Online Coaching Sessions shall be scheduled at a mutually agreeable time for the Grantee and the participant and shall take place once between August–December and January–May of each cohort. Coaching shall be aligned to each participant individual learning needs.
  - d. The Grantee shall maintain records of each Coaching session at a minimum include the following elements:
    - 1) Participant name
    - 2) Individual learning goal for the program
    - 3) In-Person or Online Coaching Session date and topic
    - 4) In-Person or Online Coaching Session duration
    - 5) In-Person or Online Coaching strategies utilized
    - 6) Progress toward goal/results from each Coaching cycle
    - 7) Overall program progress toward learning goals for each participant
  - e. The Grantee shall provide an acceptable online platform for participant Online Collaboration and encourage participation monthly through structured activities such as discussions about new learning, challenges implementing learning, and community building activities. Online platforms may include but are not limited to Blackboard, Slack, or similar products designed for Online Collaboration.
- A.4. The Grantee shall utilize research-based strategies designed to improve principal instructional leadership practices, principal retention, and student outcomes for rural schools.
- A.5. The Grantee shall develop an online platform intentionally designed to foster and support collaborative professional relationships among participants and provide structured support to maintain collaborative relationships among participants beyond the completion of the Grant Contract Term. The platform needs to be available by August 15, 2024 and will be owned by the state after completion of the networks.
- A.6. The Grantee shall evaluate the overall effectiveness of the services. Effectiveness should include metrics for participant perceptions, participant retention upon completion of the grant, and participant effectiveness and/or impact data. An evaluation plan shall be developed within two (2) months of Grant Contract execution.

- a. The evaluation plan must include data points, means of collection, timeline for collection and analysis, and deadline for completion each year. Minimum requirements include:
    - 1) Participant program goals and data tracking to evaluate progress toward goals for individuals.
    - 2) Participant perception data collected via survey following each In-Person Session, In-Person Coaching Session, and Online Coaching Session cycle. Cycle data and trend data will be analyzed monthly to make program adjustments.
    - 3) Participant retention data collected at program end via survey to determine if participant changed roles during the program or intend to change roles in the next year.
    - 4) District outcome data for schools in the participant span of control collected in the fall following the participant's cohort year, upon State data release. Outcome data will be compared to the prior year to determine participant impact.
  - b. The evaluation plan is not final until the State's Director of District Implementation provides written approval.
- A.7. The Grantee shall align all services to the TEAM Administrator Evaluation Rubric and specifically emphasize standards Capacity Building, Data Analysis & Use, Leveraging Educator Strengths, and Ownership.
- A.8. The Grantee shall provide a written report to describe actual program activities and outcomes no later than October 15 following a cohort completion. Minimum report requirements include:
- a. Comprehensive summary of program activities
  - b. Overall evaluation of program effectiveness to include participant progress toward individual goals and data evaluating participant impact
  - c. Evaluation of program impact on participant retention
  - d. Recommendations for program improvements for future cohorts
- A.9. Upon conclusion, the State shall retain perpetual rights to information and materials usage developed under this Grant Contract beyond the life of the Grant Contract Term.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027, ("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 one million, five hundred thousand dollars and zero cents (\$1,500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

Tiffany Brown, Operations Manager  
 Tennessee Department of Education  
 Andrew Johnson Tower, 9th Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
[Tiffany.Brown@tn.gov](mailto:Tiffany.Brown@tn.gov)  
 (423) 677-5663

- 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, Office of Academics.
  - (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 (20.00%) 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:

Dominique Davis  
 710 James Robertson Parkway  
 9th Floor Andrew Johnson Tower  
 Nashville, TN 37423  
 Dominique.Davis@tn.gov

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.



- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a Grant Contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This Grant Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- 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., 3<sup>rd</sup> 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.

- 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. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

- 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. Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the "Work Products") , including but not limited to, documents, computer source code, computer software, methodologies, models, templates, processes, testing assessment tools and scenarios, created, designed, developed, derived, documented, installed, or delivered under this Grant Contract subject to the terms and conditions of this Section and full and final payment for each "Work Product." The State and the Federal Highway Administration shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products. To the extent that the Grantee uses any of its pre-existing tools, materials or information in the performance of the Scope of Services described in Section A above of this Grant Contract ("Grantee Materials"), the Grantee shall retain all right, title and interest in and to such Grantee Materials, and the State shall acquire no right, title or interest in or to such Grantee Materials EXCEPT the Grantee grants to the State an unlimited, non-exclusive, non-transferable license to use, copy, and distribute internally, solely for the State's internal purposes, any Grantee Materials

reasonably necessary for the State to exercise its rights in any Work Product provided under the Grant Contract.

The Grantee shall furnish such information and data as the State may request, including but not limited to, computer code that is applicable, essential, fundamental, or intrinsic to any Work Product and Grantee Materials reasonably necessary for the State to exercise its rights in any Work Product, in accordance with this Grant Contract and applicable state law.

Nothing in this Grant Contract shall prohibit the Grantee's use for any purposes of the Grantee Materials, the data, results and other information resulting from the Scope of Services, as well as any general knowledge, skills, experience, ideas, concepts, know-how, and techniques created, obtained or used during the course of providing the services requested under this Grant Contract. Additionally, the State agrees that it is the intent of the parties that the Grantee and its research personnel (including without limitation, students) publish their work conducted pursuant to this Grant Contract. Therefore, the State agrees that the Grantee and its research personnel (including without limitation, students) shall be free to publish the results and data generated or otherwise arising from the conduct of the Scope of Services contained in Section A above and that such research personnel shall hold all right, title and interest (including without limitation, copyright) in any manuscripts created by such research personnel for purposes of publication in scholarly journals. The State hereby grants to Grantee a non-exclusive, royalty-free license to use the Work Product for Grantee's internal purposes only.

Nothing in the Grant Contract shall prohibit the Grantee from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Grant Contract.

The State and the Grantee are subject to the provisions of 37 CFR Part 401 governing patents and inventions, and the standard patent rights clause at 37 CFR Part 401.14 is hereby incorporated into this Grant Contract by reference. The State and the Federal Highway Administration (FHWA) shall have a royalty-free, non-exclusive, and irrevocable right to unlimited use of any and all aforesaid material developed or created as a result of the work or services specified in this Grant Contract. The State's or FHWA's use may be for commercial or non-commercial purposes and shall be free from any and all claims for royalties or other compensation that might otherwise be asserted by the Grantee.

IN WITNESS WHEREOF,

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**LIZZETTE REYNOLDS, COMMISSIONER**

**DATE**

## ATTACHMENT A

<b>GRANT BUDGET</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable</b>				
<b>Period:</b>				
	<b>BEGIN: July 1, 2024</b>			<b>END: June 30, 2027</b>
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>



## INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

<b>Begin Date</b> July 1, 2024	<b>End Date</b> June 30, 2027	<b>Agency Tracking #</b> 33101- 23167GRS3	<b>Edison ID</b> TBD		
<b>Grantee Legal Entity Name</b> TBD		<b>Edison Supplier ID</b> TBD			
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b> N/A			
<b>Service Caption</b> (one line only) Rural Principal Network (FY25)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Agreement Amount</b>
2025	\$500,000.00				\$500,000.00
2026	\$500,000.00				\$500,000.00
2027	\$500,000.00				\$500,000.00
<b>TOTAL:</b>	<b>\$1,500,000.00</b>				<b>\$1,500,000.00</b>
<b>Budget Officer Confirmation:</b> 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.				<i>CPO USE - IG</i>	
<b>Speed Chart</b> (optional) ED00001535		<b>Account Code</b> (optional)			

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

This Grant Agreement, by and between the State of Tennessee, Department of Education (the “Grantor State Agency”), and **Insert Name of State Agency** (the “Grantee”), is for the provision of the Rural Principal Network (FY25), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

**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 Agreement.
- A.2. Definitions. For purposes of this Grant Agreement, definitions shall be as follows and as set forth in the Grant Agreement.
- a. Coaching – an approved research-based, job-embedded approach to instructional intervention which provides the assistance necessary to implement new programs that improve student learning. Coaching may include: collaborative reflection and data analysis, collaborative research and learning, focused observations, modeling of best practices, peer teaching, and debriefing and feedback.
  - b. In-Person Coaching Session – experience designed to be an in-person interaction between the coach and participant where Coaching activities are aligned to individual participant needs to reach intended outcomes. One coaching session shall be scheduled each semester for each participant.
  - c. In-Person Session – an organized presentation with accompanying participant activities delivered to small or large groups with the intent to develop understanding, improve skills, build teamwork, and foster ownership of research-based best practices for instructional leadership. Designed to be a minimum of six hours and consist of a variety of intentionally designed, high quality learning activities for adult learners.
  - d. Job-Embedded Activities – activities intentionally designed for participants to implement in-person session learning in their work context with follow-up implementation support provided during Coaching sessions.
  - e. Online Coaching Session – coaching experience designed as an online follow-up discussion to provide participant assistance between In-person Sessions and In-person Coaching Sessions. Online Coaching sessions will be scheduled within one week of each In-Person Coaching Session.
  - f. Online Collaboration – structured online interactions which allow participants to discuss learning and implementation with cohort colleagues. Collaboration can be initiated by the provider or participant with the overall goal of building professional, collaborative relationships which continue beyond program participation.
  - g. Tennessee Educator Acceleration Model (“TEAM”) – an evaluation model to help educators and educational leaders continuously improve their practice.
- A.3. The Grantee shall provide participants with programming specifically designed to clarify the definition and application of instructional leadership in the rural context. The program shall include a minimum of six (6) In-Person Sessions and two (2) Coaching sessions per participant (In-



Person Coaching Session or Online Coaching Session), Online Collaboration, and Job-Embedded Activities designed for participants to implement new learning.

- a. The Grantee shall provide a minimum of six (6) In-Person Sessions for a minimum of six (6) hours each. In-Person Session presentations and materials shall be provided for review to Dominique Davis, the Grantor State Agency's Director of District Implementation, a minimum of thirty (30) calendar days prior to the session. The Grantee shall make any revisions requested by the Grantor State Agency prior to delivering content.
  - b. The Grantee shall require participants to implement new learning in their roles through Job-Embedded Activities aligned with learning outcomes for each In-Person Session.
  - c. The Grantee shall schedule a minimum of two (2) In-Person or Online Coaching Sessions per participant. In-Person or Online Coaching Sessions shall be a minimum of three (3) hours each. In-Person or Online Coaching Sessions shall be scheduled at a mutually agreeable time for the Grantee and the participant and shall take place once between August-December and January-May of each cohort. Coaching shall be aligned to each participant individual learning needs.
  - d. The Grantee shall maintain records of each Coaching session at a minimum include the following elements:
    - 1) Participant name
    - 2) Individual learning goal for the program
    - 3) In-Person or Online Coaching Session date and topic
    - 4) In-Person or Online Coaching Session duration
    - 5) In-Person or Online Coaching strategies utilized
    - 6) Progress toward goal/results from each Coaching cycle
    - 7) Overall program progress toward learning goals for each participant
  - e. The Grantee shall provide an acceptable online platform for participant Online Collaboration and encourage participation monthly through structured activities such as discussions about new learning, challenges implementing learning, and community building activities. Online platforms may include but are not limited to Blackboard, Slack, or similar products designed for Online Collaboration.
- A.4. The Grantee shall utilize research-based strategies designed to improve principal instructional leadership practices, principal retention, and student outcomes for rural schools.
- A.5. The Grantee shall develop an online platform intentionally designed to foster and support collaborative professional relationships among participants and provide structured support to maintain collaborative relationships among participants beyond the completion of the Grant Agreement Term. The platform needs to be available by August 15, 2024 and will be owned by the state after completion of the networks.
- A.6. The Grantee shall evaluate the overall effectiveness of the services. Effectiveness should include metrics for participant perceptions, participant retention upon completion of the grant, and participant effectiveness and/or impact data. An evaluation plan shall be developed within two (2) months of Grant Agreement execution.
- a. The evaluation plan must include data points, means of collection, timeline for collection and analysis, and deadline for completion each year. Minimum requirements include:
    - 1) Participant program goals and data tracking to evaluate progress toward goals for individuals.

- 2) Participant perception data collected via survey following each In-Person Session, In-Person Coaching Session, and Online Coaching Session cycle. Cycle data and trend data will be analyzed monthly to make program adjustments.
  - 3) Participant retention data collected at program end via survey to determine if participant changed roles during the program or intend to change roles in the next year.
  - 4) District outcome data for schools in the participant span of control collected in the fall following the participant's cohort year, upon Grantor State Agency data release. Outcome data will be compared to the prior year to determine participant impact.
- b. The evaluation plan is not final until the Grantor State Agency's Director of District Implementation provides written approval.
- A.7. The Grantee shall align all services to the TEAM Administrator Evaluation Rubric and specifically emphasize standards Capacity Building, Data Analysis & Use, Leveraging Educator Strengths, and Ownership.
- A.8. The Grantee shall provide a written report to describe actual program activities and outcomes no later than October 15 following a cohort completion. Minimum report requirements include:
- a. Comprehensive summary of program activities
  - b. Overall evaluation of program effectiveness to include participant progress toward individual goals and data evaluating participant impact
  - c. Evaluation of program impact on participant retention
  - d. Recommendations for program improvements for future cohorts
- A.9. Upon conclusion, the Grantor State Agency shall retain perpetual rights to information and materials usage developed under this Grant Agreement beyond the life of the Grant Agreement Term.

**B. TERM OF AGREEMENT:**

This Grant Agreement shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027 ("Term"). The Grantor State Agency 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 Grantor State Agency under this Grant Agreement exceed one million, five hundred thousand dollars and zero cents (\$1,500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20.00%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
  - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).

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

The Grantor State Agency:

Dominique Davis  
710 James Robertson Parkway  
9th Floor Andrew Johnson Tower  
Nashville, TN 37423  
Dominique.Davis@tn.gov

The Grantee:

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

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

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

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.

- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The Grantor State Agency reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Grant Agreement. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Grant Agreement. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the Grantor State Agency. All insurance companies providing coverage must be: (a) acceptable to the Grantor State Agency; (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 Grantor State Agency. Grantee agrees to name the Grantor State Agency 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 Grantor State Agency. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the Grantor State Agency. 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 Grant Agreement 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 Grant Agreement 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 Grantor State Agency is otherwise named as an additional insured. Grantee shall provide the Grantor State Agency 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., 3<sup>rd</sup> 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 Grantor State Agency evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee’s policy. At any time, the Grantor State Agency 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 Grant Agreement. 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 Grantor State Agency agrees that it shall give written notice to the Grantee as soon as practicable after the Grantor State Agency becomes aware of any claim asserted or made against the Grantor State Agency, but in no event later than thirty (30) calendar days after the Grantor State Agency becomes aware of such claim. The failure of the Grantor State Agency 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 Grantor State Agency in any legal matter, as the right to represent the Grantor State Agency is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Grant Agreement 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 Grant Agreement; 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 Grantor State Agency. No representation is made that the minimum insurance requirements of the Grant Agreement are sufficient to cover the obligations of the Grantee arising under this Grant Agreement. 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.

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 Agreement. The Grantee agrees to cooperate with the Grantor State Agency, as required by FERPA, in the performance of its duties under this Grant Agreement. 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 Agreement. The obligations set forth in this Section shall survive the termination of this Grant Agreement.

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 Grantor State Agency has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Agreement.

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 Grantor State Agency within twenty-four (24) hours. Grantee shall indemnify and hold harmless Grantor State Agency, 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. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Grantor State Agency for the Grantee's temporary use under this Grant Agreement. Upon termination of this Grant Agreement, all property furnished by the Grantor State Agency shall be returned to the Grantor State Agency in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the Grantor State Agency for the residual value of the property at the time of loss.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Agreement, Grantee may have access to Personally Identifiable Information held by the Grantor State Agency ("PII"). For the purposes of this Grant Agreement, "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 Grantor State Agency 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 Agreement, 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 Grantor State Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Agreement; 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 Grantor State Agency 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 Grantor State Agency to enable the Grantor State Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Agreement in relation to PII. Upon termination or expiration of the Grant Agreement or at the Grantor State Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Grantor State Agency any and all PII which it has received under this Grant Agreement and shall destroy all records of such PII.

The Grantee shall report to the Grantor State Agency 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 Grantor State Agency, 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 Grantor State Agency under this Grant Agreement or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Agreement.

- E.6. Work Products. The Grantor State Agency shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the "Work Products") , including but not limited to, documents, computer source code, computer software, methodologies, models, templates, processes, testing assessment tools and scenarios, created, designed, developed, derived, documented, installed, or delivered under this Grant Agreement subject to the terms and conditions of this Section and full and final payment for



each "Work Product." The Grantor State Agency and the Federal Highway Administration shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

To the extent that the Grantee uses any of its pre-existing tools, materials or information in the performance of the Scope of Services described in Section A above of this Grant Agreement ("Grantee Materials"), the Grantee shall retain all right, title and interest in and to such Grantee Materials, and the Grantor State Agency shall acquire no right, title or interest in or to such Grantee Materials EXCEPT the Grantee grants to the Grantor State Agency an unlimited, non-exclusive, non-transferable license to use, copy, and distribute internally, solely for the Grantor State Agency 's internal purposes, any Grantee Materials reasonably necessary for the Grantor State Agency to exercise its rights in any Work Product provided under the Grant Agreement.

The Grantee shall furnish such information and data as the Grantor State Agency may request, including but not limited to, computer code that is applicable, essential, fundamental, or intrinsic to any Work Product and Grantee Materials reasonably necessary for the Grantor State Agency to exercise its rights in any Work Product, in accordance with this Grant Agreement and applicable state law.

Nothing in this Grant Agreement shall prohibit the Grantee's use for any purposes of the Grantee Materials, the data, results and other information resulting from the Scope of Services, as well as any general knowledge, skills, experience, ideas, concepts, know-how, and techniques created, obtained or used during the course of providing the services requested under this Grant Agreement. Additionally, the Grantor State Agency agrees that it is the intent of the parties that the Grantee and its research personnel (including without limitation, students) publish their work conducted pursuant to this Grant Agreement. Therefore, the Grantor State Agency agrees that the Grantee and its research personnel (including without limitation, students) shall be free to publish the results and data generated or otherwise arising from the conduct of the Scope of Services contained in Section A above and that such research personnel shall hold all right, title and interest (including without limitation, copyright) in any manuscripts created by such research personnel for purposes of publication in scholarly journals. The Grantor State Agency hereby grants to Grantee a non-exclusive, royalty-free license to use the Work Product for Grantee's internal purposes only.

Nothing in the Grant Agreement shall prohibit the Grantee from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Grant Agreement.

The Grantor State Agency and the Grantee are subject to the provisions of 37 CFR Part 401 governing patents and inventions, and the standard patent rights clause at 37 CFR Part 401.14 is hereby incorporated into this Grant Agreement by reference. The Grantor State Agency and the Federal Highway Administration (FHWA) shall have a royalty-free, non-exclusive, and irrevocable right to unlimited use of any and all aforesaid material developed or created as a result of the work or services specified in this Grant Agreement. The Grantor State Agency's or FHWA's use may be for commercial or non-commercial purposes and shall be free from any and all claims for royalties or other compensation that might otherwise be asserted by the Grantee.

IN WITNESS WHEREOF,

**GRANTEE STATE AGENCY:**

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**GRANTEE SIGNATURE** **DATE**

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**LIZZETTE REYNOLDS, COMMISSIONER** **DATE**

## ATTACHMENT A

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<b>GRANT BUDGET</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
<b>BEGIN: July 1, 2024</b>		<b>END: June 30, 2027</b>		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

## ATTACHMENT A

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## GRANT BUDGET LINE-ITEM DETAIL:

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

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>