

**DATE:** November 19, 2015

**SUBJECT:** Title VI Implementation Plan Update and Compliance Report

**ACTION RECOMMENDED:** Information

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**BACKGROUND INFORMATION:** Tennessee Code Annotated §§ 4-21-203 and 4-21-901 require each state agency receiving federal funds to file a Title VI implementation plan with the Tennessee Human Rights Commission. The purpose of the plan is to show how the state agency, and the entities to which its federal funds flow, is assuring compliance of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of a person’s race, color, or national origin.

The Commission’s Title VI Compliance Report and Implementation Plan was filed with the Tennessee Human Rights Commission on September 14, 2015.



# TENNESSEE HIGHER EDUCATION COMMISSION



## FISCAL YEAR 2015-2016 TITLE VI COMPLIANCE REPORT AND IMPLEMENTATION PLAN UPDATE

*“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”*

President John F. Kennedy, in his message calling for the enactment of Title VI in 1963.

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# OVERVIEW OF THE TENNESSEE HIGHER EDUCATION COMMISSION'S TITLE VI ENFORCEMENT PROGRAM

## OVERVIEW OF THE TENNESSEE HIGHER EDUCATION COMMISSION

The Tennessee Higher Education Commission was created in 1967 for the purpose of achieving cooperation and unity in higher education. The coordination function grew out of a nationwide trend by governors and legislators to promote planned growth, equitable funding, and accountability among the state's colleges and universities.

Since that time the Commission has created funding formulae, funding initiatives based on performance, legislative benchmarks, master plans, and criteria for new academic programs. The Commission believes strongly in working in a collaborative effort with the two public governing boards and the independent sector to communicate clearly and frequently with diverse constituency groups. The Commission's duties include:

- recommending a budget for a statewide system, which is a two billion dollar enterprise;
- engaging in master planning with a central focus on increasing educational attainment; sharpening institutional missions, and expanding the use of technology; and
- answering questions regarding accountability measures on a daily basis.

The Commission is committed to the principles of equity, excellence, accessibility, and accountability, and strives to coordinate all Tennessee higher education according to those principles. An organizational chart, as well as a more detailed listing of the Commission's duties and responsibilities, is included as an appendix to this report (*Appendix I*).

The Commission is composed of thirteen voting members and two non-voting members (*Appendix II*). Specifically, there are nine voting lay members appointed by the Governor for six-year terms, each representing a congressional district of the state. The other voting members include the three constitutional officers, (Comptroller of the Treasury, Secretary of State, and State Treasurer) and one of the two student members. The two student members, one from each of the two systems, Tennessee Board of Regents and the University of Tennessee, are appointed by the Governor and serve staggered two-year terms. The student serving in the second year of his or her term is vested with voting authority. Finally, the Executive Director of the State Board of Education serves as a non-voting, ex-officio member.

The Tennessee Higher Education Commission members and staff take seriously the responsibility of ensuring compliance with Title VI as well as other programs to prevent discrimination of any type. The Commission continuously strives to identify initiatives to help meet this responsibility.

## **Period Covered by the Title VI Implementation Plan Update and Compliance Report**

This implementation plan update for compliance with Title VI of the Civil Rights Act of 1964 covers the period of July 1, 2014 through June 30, 2015. The programs and activities outlined in the report are included within the scope of the implementation plan update. The plan update was developed by the Commission's Title VI Coordinator in cooperation with resource staff and representatives from each of the Commission's program areas. This plan has been approved by the Executive Director of the Commission.

## **Policy Statement Regarding Title VI Compliance**

As a recipient of federal education funds, the Commission affirms its intention to comply with Title VI of the Civil Rights Act of 1964. Title VI states:

*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.*

The Tennessee Higher Education Commission prohibits discrimination in any manner related to institutions, non-profit organizations or program participants receiving services or benefits under federal or state programs. This information is disseminated to employees through items posted in each break room and copy room, and also through Title VI training opportunities. Additionally, the information is included in all RFP documents issued by this office. Successful project directors must attend a project directors' meeting where Title VI compliance is reinforced.

The Tennessee Higher Education Commission reaffirms its policies and commitment to afford all individuals the same opportunity to participate in federally financially assisted programs in compliance with Title VI of the Civil Rights Act of 1964.

## FEDERAL PROGRAMS AND ACTIVITIES

The Tennessee Higher Education Commission administers the following federal programs in Tennessee:

### **College Access Challenge Grant (CACG)**

In September 2014, the U.S. Department of Education awarded Tennessee a College Access Challenge Grant (CACG) totaling \$2,518,367. The purpose of the College Access Challenge Grant Program is to foster partnerships among federal, state, and local governments and philanthropic organizations through matching grants aimed at increasing the number of low-income students who are prepared to enter and succeed in postsecondary education. The 2014 CACG award focuses on bolstering initiatives set forth in Governor Haslam's Drive to 55 Campaign in three areas:

- 1) **Expand Statewide College Access and Success Efforts:** THEC continues to manage CollegeforTN.org, the state's college access web portal, which receives over 3,339,124 page views annually. The FY 2014 CACG award expands on the successful College Application Week initiative to create Path to College Events designed to foster a college-going culture in Tennessee high schools. College Application Week, held each fall, aims to build excitement around the college application process and provide each Tennessee senior the opportunity to apply for college. College Goal Tennessee provides free information and assistance to Tennessee families completing the FAFSA and applying for financial assistance for higher education. On College Planning Night, high schools host an after school event for high school juniors and their parents to provide information about college search, application, and financial aid processes. On College Signing Day, high schools celebrate their college-bound seniors through a school-wide assembly or pep rally where each senior's postsecondary choice is announced and celebrated.
- 2) **Build Capacity to Meet College Completion Goals:** THEC developed the Tennessee Promise Forward program to support Tennessee Promise, a financial aid and mentoring initiative of Governor Haslam that provides all Tennessee high school graduates with the opportunity to attend community college or a TCAT free of tuition and fees. Tennessee Promise Forward provides subgrants to nine community colleges selected through a competitive application process, to provide direct services to support the retention and graduation of Tennessee Promise students. The contracts between THEC and the community colleges were finalized on June 15 and students will be served in the next fiscal year.
- 3) **Bolster Go Back and Finish Initiatives:** Tennessee's Drive to 55 initiative relies largely on the recruitment, retention, and completion of adults in higher education. Adults currently make up over 27 percent, or 55,000, of enrolled public undergraduate students, and the prospective adult student pool of Tennesseans with some college but no degree is over 900,000. At every public higher education institution in Tennessee, adults earn a higher share of credentials compared to their

enrollment. The FY 2014 award supports programs aimed to attract adults and provide them with appropriate supports has the capability to boost completion rates and the overall educational attainment rate in Tennessee.

### **GEAR UP Tennessee**

In spring 2012, the United States Department of Education awarded a *Gaining Early Awareness and Readiness for Undergraduate Programs* (GEAR UP) grant to the Commission in the amount of \$29,590,281. GEAR UP, a seven-year discretionary grant program, aims to increase the number of low-income, first generation students enrolling and succeeding in college.

Tennessee's GEAR UP program, operating under the name GEAR UP, provides direct services to a cohort of students, the Class of 2018. Direct services began when the students were in seventh grade and will continue through the cohort's first year of postsecondary education. GEAR UP also provides services to students in the senior class of participating high schools each grant year.

The GEAR UP project is designed to:

- 1) Increase the academic performance and preparation for postsecondary education for GEAR UP students;
- 2) Increase the rates of high school graduation and enrollment in postsecondary education for GEAR UP students; and
- 3) Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

During the reporting period, Tennessee's GEAR UP program provided college access and success services to 15,772 students attending one of 32 GEAR UP high schools. In total, GEAR UP is providing services to 15 communities located in the following counties: Anderson, Bradley, Campbell, Claiborne, Davidson, Grainger, Hardeman, Haywood, Henderson, Johnson, McNairy, Robertson, Shelby, Union and Wayne.

As a part of the GEAR UP application, Tennessee was required to provide a letter of assurance of nondiscrimination. (*Appendix III*).

### **Improving Teacher Quality Grant Program (ITQ)**

The Improving Teacher Quality Grant Program is a federally-funded program that provides grants to the state's public and private higher education institutions and non-profit organizations for the purpose of providing research-based professional development and continuing education for K-12 teachers, paraprofessionals and principals. Institutions use grant funds from the U.S. Department of Education to assemble project teams who work across disciplines and have access to the most recent research in relevant content areas, curriculum reform and pedagogical strategies.



There were fourteen projects funded for FY 2014-2015 totaling \$954,527. It is anticipated that a like amount will be available for the current fiscal year, although that will be dependent on federal funding.

### **Race to the Top (RTTT)**

In 2010, Tennessee was one of two states selected for funding in the first round of the federal Race to the Top competition, receiving \$501 Million from the U.S. Department of Education. Tennessee's innovative education reform agenda centered around improving teachers and school leaders, making better use of data systems, increasing the rigor of state standards and assessments, turning around low-performing schools, and creating a focus on Science, Technology, Engineering, and Math (STEM) education. A strength of Tennessee's application was the close collaborative relationship between K-12 and higher education. Tennessee is one of the few states in the nation where the K-12 department of education and the higher education agency work in tandem to programmatically and fiscally administer the grant.

The Tennessee Higher Education Commission serves on the overall *First to the Top* leadership team which includes the Department of Education, legislative representatives, State Board of Education, business and industry representatives, and the Governor's office. THEC also administers eight of the individual projects within the *First to the Top* program which includes a budget of approximately \$19 million.

The projects focus on the following key areas:

- ***Improving Teacher Training Programs*** through the integration of standards based curriculum, alignment with K-12 standards and assessments, and improving pre-service teachers' knowledge of state data systems and their use in the classroom;
- ***Increasing Tennessee's competitiveness in STEM fields*** by expanding the UTeach program and using the expertise in higher education institutions to provide high-quality professional development to K-12 educators;
- ***Providing accountability in teacher preparation with a focus on strengthening programs*** through the improvement of Tennessee's groundbreaking *Report Card on the Effectiveness of Teacher Training Programs* and the creation of the *School Leader Study*;
- ***Expanding P-20 data systems*** so that student information can be tracked through all grades, post-secondary education, and careers; the State Longitudinal Data System which will provide valuable research related to student outcomes that predict workforce success. Additionally, THEC is expanding the current College Access Network to assist students in successful application and admission to colleges and universities.

Since the conclusion of the original First to the Top grant period ended in June of 2014, THEC has received a one year, no cost extension to continue work on three projects: improving teacher training programs, providing accountability in teacher preparation, and expanding the College Access Network. The RTTT program, and funding for the same, concluded on June 30, 2015.

## **Veterans Education Division**

The Veterans Education Division of the Commission is the State Approving Agency (SAA) funded by the U.S. Department of Veterans Affairs to approve and monitor all educational institutions receiving federal funds for education of veterans based on federal guidelines.

Pursuant to U.S.C. Title 38, the SAA is responsible by contract to the U.S. Department of Veterans Affairs.

Veterans Affairs regulations require that all participants (schools, business, etc.) acknowledge and adhere to the policies referred to under the Title VI enforcement form, which affirms that they will not discriminate based on race, color or national origin (*Appendix IV*). A school will not be approved for veterans training unless this form has been signed. An institution currently approved for veterans training that fails to comply with Title VI procedure will be withdrawn from the veterans program. During the FY 2014-2015, there were 313 institutions and 78 apprenticeship on-the-job training programs approved to provide veterans training in Tennessee.

Each institution approved for the training of veterans must have an EEO statement and guidelines in place at all times. Commission staff reviews these guidelines and makes sure they are in place. Staff also reviews and investigates claims of discrimination made by students.

The total budget for Veterans Affairs for FY 2014-2015 was \$393,495 and a like amount is anticipated for the current fiscal year.

It should be noted, however, that the Commission is not involved in the distribution of GI Bill funds. The U.S. Department of Veterans Affairs notifies veterans of their eligibility and pays benefits directly from the federal office.

## ORGANIZATION OF CIVIL RIGHTS OFFICE/CIVIL RIGHTS COORDINATOR

The ultimate responsibility for enforcing and complying with the provisions of Title VI and this report is vested in the Executive Director of the Tennessee Higher Education Commission. The Executive Director oversees all policy and hiring for the agency.

The individual responsible for developing, reporting and enforcing Title VI guidelines is Scott Sloan, Associate Executive Director for Legal and Regulatory Affairs. Mr. Sloan reports directly to the Executive Director, and can be contacted at (615) 741-7571 or via e-mail at [scott.sloan@tn.gov](mailto:scott.sloan@tn.gov).

As the Title VI coordinator, Mr. Sloan is charged with developing the Commission's Title VI implementation plan and provides overall direction and leadership for the Commission's Title VI compliance activities, including professional development.

There have been no Title VI complaints filed with the Commission in FY 2014-2015. If any complaints were filed, Mr. Sloan would investigate and respond to such complaints and consult with appropriate staff.

## DATA COLLECTION AND ANALYSIS

### **Commission Staff**

Staff members are responsible for the day-to-day activities of the Commission. The staff is made up of a diverse racial mix. Specifically, of the 68 employees, 16 are African-American, 48 are white, three are Asian, and there is one individual who would be classified as “other.” There are currently five vacant positions.

This can be further broken down by EEO category:

- EEO 1: 3 African-Americans; 14 Caucasians; 2 Vacancies.
- EEO 2: 13 African-Americans; 33 Caucasians; 3 Asians; 1 Other; 3 Vacancies.
- EEO 6: 1 Caucasian.

(See *Appendix V*)

The 68 filled positions are broken down as follows:

- 16 African-Americans (24 percent);
- 48 Caucasians (71 percent);
- 3 Asian (4 percent);
- 1 Other (1 percent).

An organizational chart of the Commission staff is also included as part of *Appendix I*. The Commission addresses Title VI compliance at each of its fall meetings. To supplement that activity, the Commission has implemented a policy that compliments and is consistent with its commitment in this area.

### **Data Analysis for Federally Funded Programs:**

#### ***College Access Challenge Grant (CACG)***

The CACG program did not serve students directly in FY 2014 – 2015.

#### ***GEAR UP Tennessee***

GEAR UP served 15,772 students during FY 2014-2015. An analysis of racial diversity in the GEAR UP program is included in *Appendix VI*.

#### ***Improving Teacher Quality Grants***

Annually, the Commission issues a Request for Proposals (RFP) to Tennessee public and private higher education institutions and not-for-profit entities that have an approved teacher preparation program, inviting them to compete for these federal funds. The FY 2014-2015 RFP was mailed to the presidents and chancellors, other college and university administrators, previously funded

project directors, and others who requested a copy. This includes faculty and administrators at historically African-American colleges and universities who were contacted about the program and encouraged to submit proposals. The RFP includes a requirement that each successful project must include a plan to recruit minorities for the project. An analysis of racial diversity in the ITQ Grant Program is included in *Appendix II*. The total of all participants was 396, of which 46, or 12 percent, were minority participants.

A predetermined rubric is used to evaluate the various RFPs (*Appendix I*).

Each successful ITQ project director must report information regarding their respective projects. Included in this report is a list of data that was compiled during the grant cycle to show evidence of Title VI compliance (*Appendix II*). This data is compiled and utilized to identify trends of potential discriminatory practices and in evaluating project proposals in subsequent years.

### ***Race to the Top (RTTT)***

For data concerning the extent to which members of minority groups are represented in Tennessee's Race to the Top programming, see the *STEM* and *UTeach* tables in *Appendix VI*.

## DEFINITIONS

Assurance – A written statement or contractual agreement signed by the agency head in which a recipient agrees to administer federally assisted programs in compliance with civil rights laws and regulations.

Beneficiaries – Those persons to whom assistance, services, or benefits are ultimately provided. The beneficiaries assisted by the Commission include public and private postsecondary institution students and teachers.

Compliance – The fulfillment of the requirement of Title VI, other applicable laws, implementing regulations, and instructions to the extent that no distinctions are made in the delivery of any service or benefit on the basis of race, color or national origin.

Complaint – A verbal or written allegation of discrimination which indicates that any federally assisted program is operated in such a manner that it results in disparity of treatment to persons or groups or persons because of race, color or national origin.

Conciliatory Agreement – A voluntary agreement between a federal agency, the state, and a subrecipient, which provides for corrective action by a recipient to eliminate discrimination in any program receiving federal assistance.

Contractor – A person or entity that agrees to perform services at a specified price.

Civil Rights Compliance Reviews – Regular systematic inspections of agency programs conducted to determine regulatory compliance with civil rights laws and regulation. Compliance reviews determine compliance and noncompliance in the delivery of benefits and services in federally assisted programs. They identify problems such as denial of full benefits, barriers to participation, difference in treatment, lack of selection to advisory boards and planning committees, lack of information, and denial of the right to file a civil rights complaint. Compliance reviews may be conducted on-site or through desk audits.

Discrimination – To make any distinction between one person or group of persons and others, either intentionally, by neglect, or by the effect of actions or lack of actions based on race, color, or national origin.

Federal Assistance – Any funding, property, or aid provided for the purpose of assisting a beneficiary.

High-need Local Education Agency – an LEA:

- (A) 1. that serves not fewer than 10,000 children from families with incomes below the poverty line; or
2. for which not less than 20 percent of the children served by the agency are from families with incomes below the poverty line; and

- (B) 1. for which there is a high percentage of teachers not teaching in the academic subjects or grade levels that the teachers were trained to teach; or  
2. for which there is a high percentage of teachers with emergency, provisional, or temporary certification or licensing.

Minority – A person or group of persons who differs from others in some characteristic(s) and is often subjected to differential treatment on the basis of race, color, or national origin.

Noncompliance – Failure or refusal to comply with Title VI of the Civil Rights Acts of 1964, other applicable civil rights laws, and implementing departmental regulations.

Primary Recipient – Any recipient authorized or required to extend Federal financial assistance to another recipient for the purpose of carrying out a program.

Public Notification – Process of publicizing information on the availability of programs, services and benefits to minorities and statements of nondiscrimination. This is attained through use of newspapers, newsletters, periodicals, radio and television, community organizations, and grassroots and special needs directories, brochures, and pamphlets.

Racially Hostile Environment – Harassing conduct (for example, physical, verbal, graphic, or written) that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the services, activities or privileges provided by a recipient of federal funds.

Recipient – Any state (including political subdivisions or instrumentalities of a state), public or private agency, institution, organization, other entity, or individual, to whom federal financial assistance is extended, directly or through another recipient. This definition includes any successor, assign, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Request for Proposals – The document that solicits competitive grant proposals from higher education and non-profit institutions.

## DISCRIMINATORY PRACTICES

There are many forms of illegal discrimination based on race, color, or national origin that can limit the opportunity of minorities to gain equal access to services and programs. Among other things, in operating a federally assisted program, a sub-recipient cannot, on the basis of race, color, or national origin, either directly or through contractual means:

- Be refused an award for a grant administered by the Commission;
- Deny any qualified applicant participation in a program funded with a grant;
- Provide an individual instruction or participation at a level of service or benefit in a manner different from others under the same program;
- Subject a participant to segregation in any manner related to the receipt of services or benefits under the program;
- Subject a project participant to separate treatment in any manner related to receiving services or benefits under the program;
- Restrict an individual in any way in the receipt of any advantage or privilege enjoyed by others under the program;
- Require different standards or conditions as prerequisites for accepting an individual into a program;
- Use criteria or methods of administration which (a) have the effect of subjecting individuals to discrimination or (b) operate to defeat or substantially impair the accomplishment of the objectives of the program;
- Permit discriminatory activity in a facility built in whole or in part with federal funds;
- Fail to provide service or information in a language other than English when a significant number of potential or actual beneficiaries have limited English speaking ability;
- Fail to advise the population eligible to be served or benefited by the program of the existence of the program;
- Locate a facility in any way which would limit or impede access to a federally funded service or benefit; or
- Deny a person the opportunity to participate as a member of a planning or advisory body that is an integral part of the program.



## LIMITED ENGLISH PROFICIENCY (LEP)

Notwithstanding the limited likelihood that participants in programs administered by the Commission will be in need of LEP services, the Commission is committed to ensure that all eligible participants have complete access to the programs it administers. Therefore, the following procedures have been put in place should the need arise.

During FY 2014-2015 there were no requests, nor was there any observed need, to provide LEP services.

### GEAR UP Tennessee

The GEAR UP program provides direct services to students through subgrants to LEAs. Services provided to students are tailored to students' individual needs. Should a GEAR UP student require specific services to address his or her LEP needs, the Commission works with the LEA to ensure such needs are met.

### College Access Challenge Grants (CACG)

As is the case with the GEAR UP program, CACG provides direct services either through broad outreach or through subgrants to higher education institutions. These services are individualized to students' needs by subgrantees when appropriate. In the event that a CACG student requires services to address his or her LEP needs, the Commission works with the subgrantee in which the student is enrolled to ensure such needs are met.

### Improving Teacher Quality Grants

Improving Teacher Quality Grants are awarded to higher education or non-profit entities that provide teacher training to the state's K-12 teachers, who must be proficient in English to be in their position.

Regardless, it is recognized that there could be some limited instances where the individuals that would benefit from the ultimate flow of funds may include those in need of LEP accommodations. Therefore, THEC will work with contractors, subrecipients, and vendors to ensure meaningful access and an equal opportunity for those with limited English proficiency. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served.

Language assistance will be provided through an arrangement with the Tennessee Foreign Language Institute. Appropriate staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter. The Commission will conduct a regular review of the language access needs of our service population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

## PROCEDURES

### 1. *Identifying LEP Persons and Their Language*

The Commission will promptly identify the language and communication needs of the LEP person. If necessary, staff will use language identification cards (or “I speak cards”) or posters to determine the language. In addition, when records are kept of past interactions with individuals or their family members, the language used to communicate with the LEP person will be included as part of the record.

### 2. *Obtaining a Qualified Interpreter*

The Tennessee Foreign Language Institute has agreed to provide qualified interpreter services. The TFLI is a state agency that provides interpretation services in over 200 languages, either in person or over a 24/7 telephonic language service (877-346-1674). Additionally, the TFLI can provide written translation for forms, websites and other business documents.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual. Furthermore, the LEP person must first understand that an offer of an interpreter at no charge to the person has been made by the department or agency. Such an offer and the response will be documented in the person’s file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. Children will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### 3. *Providing Written Translations*

As indicated above, when translation of vital documents is needed, the Commission shall submit the documents to the TFLI for translation. Original documents being submitted for translation will be in final, approved form.

### 4. *Monitoring Language Needs and Implementation*

On an ongoing basis, the Commission will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the Commission will regularly assess the efficacy of these procedures, including but not limited to:

- mechanisms for securing interpreter services,
- equipment used for the delivery of language assistance,
- complaints filed by LEP persons, and
- feedback from the public and community organizations.

## COMPLAINT PROCEDURES

### **Title VI Complaints**

There were no Title VI-related complaints or lawsuits filed against THEC during FY 2014-2015.

The Tennessee Higher Education Commission has adopted complaint procedures which require that all form letters used to communicate the status of a complaint investigation be included in *Appendix VIII*. In addition, the Commission utilizes standard forms developed by the Tennessee Human Rights Commission related to the investigation itself (e.g. *Investigation Commencement Form, Title VI Investigative Plan, and Case Summary Report*).

### **Timeline for Filing**

Any person alleging discrimination based on race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination.

### **Receipt of Complaints**

To request a preliminary review by the Commission, which determines whether it will investigate an allegation of noncompliance with Title VI, the complainant must complete the *Discrimination Complaint Form* contained in *Appendix VIII* (or provide the information requested on the *Complaint Form*). Additionally, he or she must complete the *Consent Form for Use of Personal Information*. The complainant must sign all forms.

### **Essential Elements of a Complaint**

The complainant must provide the following information:

- Name, address, and telephone number of the person making the complaint;
- The location and name of the entity delivering the service;
- The nature of the incident that led the complainant to feel discrimination was a factor;
- Whether the discrimination was based on race, color, or national origin;
- Names, addresses, and phone numbers of people who may have witnessed the event or may have knowledge of the event; and
- The date(s) of the alleged discriminatory acts.

### **Complaint Receipt and Reporting Process**

The procedures listed below will be followed in processing Civil Rights complaints.

- Within fifteen days of receiving the complaint, Commission will send a letter to the complainant acknowledging receipt of the complaint. The Commission will advise the complainant that the Commission will conduct a preliminary review of the complaint and that he or she will be advised of the results of the preliminary review.
- The Commission's Title VI Coordinator will conduct a preliminary review of the complaint, and will determine whether a potential violation of Title VI has occurred. The Title VI Coordinator will also determine whether the Commission has jurisdiction to

investigate the complaint, and whether the Commission is the best entity to conduct the investigation. In the course of the investigation, the Title VI coordinator will work with the program administrator for the particular program involved in the complaint. If it is determined that the Commission is not the best entity to conduct the investigation, the Commission may refer the complaint to the U.S. Department of Education Office for Civil Rights, the Tennessee Department of Labor and Workforce Development or U.S. Department of Veterans Affairs, or any other appropriate entity.

- While the Commission does not have statutory responsibility for the operation of the two governing boards, the Executive Director will refer any complaint involving an institution of the University of Tennessee System or the Tennessee Board of Regents to the respective governing boards for review and resolution. In either case, the complainant will be apprised of the action taken.
- Within thirty days of the Commission's receipt of the complaint, the Commission will notify the complainant as to the results of the preliminary review of the complaint and whether the Commission will conduct an investigation.
- If the decision of the Commission is to conduct a complaint investigation, the Commission will send a letter of notice to the entity to be investigated.
- If the Commission accepts a complaint for investigation, the Commission will strive to complete the investigation within 180 days of the receipt of the complaint. The investigation will include interviews with persons who may have direct knowledge of the alleged discriminatory act(s), a review of pertinent documents and records, and any other legal investigative techniques deemed necessary to allow the Commission to reach a conclusion as to whether discrimination occurred.
- If appropriate, the Commission will coordinate with other agencies on interdepartmental matters.
- If the investigation substantiates the allegations of the complainant or if other instances of noncompliance with Title VI of the Civil Rights Act of 1964 are found, the Commission will send a draft copy of the investigative report to the entity that has been the subject of the investigation. The Commission will request the entity to submit a written response to any findings or recommendations in the draft report.
- If the entity that is the subject of the complaint submits a written response which states that action will be taken to resolve the complaint, the Commission will issue a final investigative report that will include the response of the entity. The Commission investigator will schedule a follow-up review for an appropriate time period to determine whether the complaint has been resolved.
- If the entity does not agree to resolve a substantiated complaint, the Commission will issue a final report with an opinion statement that the entity has not committed to resolving the complaint. The Commission's Title VI coordinator, in consultation with the

Executive Director of the Commission, will make a determination as what further action the Commission will take to resolve the complaint.

- If the alleged discriminatory act(s) directly affected the complainant, a letter, containing a description of the allegations investigated, the scope of the investigation, the facts learned, and a closing statement summarizing the basis on which the determination was made, will be sent to the complainant. The complainant will be advised of his or her right to file a complaint with other applicable governmental entities, including the Tennessee Human Rights Commission, if dissatisfied with the resolution of the complaint by the Commission.

## COMPLIANCE REVIEW

### Subrecipients, Contractors, Vendors

- The Commission and any subrecipients/contractors shall make available any Title VI compliance report to be reviewed by the Tennessee Human Rights Commission upon request.
- A list of the Commission's subrecipients, contractors and/or vendors is found in *Appendix IX*.
- The Commission had a total of four contractors for federally funded programs and activities in FY 2014-2015. These contracts totaled \$ \$8,340,678.<sup>1</sup> Two of the four contractors are minority-owned business enterprises (MBE) for a fifty percent (50%) ratio of the total contracts and twenty-four percent (24%) of the total dollar amount.
- For entities that enter into grants and contracts with the Commission, the grant contract document includes the following provision prohibiting discrimination (Paragraph D.8. of *Appendix X*):

Nondiscrimination. The Grantee hereby agrees, warrants, and assures 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. (Emphasis added.)

Signing of a grant contract with the above language is a precondition to receiving funds. If the entity does not sign, funds will not be released.

Recipients of the Improving Teacher Quality Grants and the institutions approved to offer veterans' benefits to their student must sign a statement of assurance regarding compliance with Title VI. The Commission relies on the contractual nondiscrimination language outlined above for compliance by all other contractors and subrecipients.

- There are currently no pending applications for financial assistance from any federal or state department or agency.

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<sup>1</sup> Maximum contract liability for the multi-year contract total.

## Pre-Award and Post-Award Procedures

### **College Access Challenge Grant**

The Commission staff performs a site visit on each project that receives a grant under the College Access Challenge Grant.

### **GEAR UP Tennessee**

The Commission staff makes numerous site visits each year to all the GEAR UP recipients.

### **Improving Teacher Quality Grant Program**

#### *Pre-Award Review*

The Academic Affairs Analyst includes mandatory Title VI requirements in the RFP. Also, the staff instituted an updated evaluation feature that will provide information on whether previously funded institutions were found to have successfully satisfied Title VI compliance reviews or have pending Title VI complaints. Projects that have been found in non-compliance will not be considered for funding.

The Commission assembles a selection committee to recommend which proposals should be funded. Awards are based on the merit of the proposals, which are evaluated using prior established criteria identified to enhance K-12 teachers' instructional abilities and principals' leadership skills. The selection committee includes representatives from the state's public and private higher education institutions, Board of Education and Department of Education. The FY 2014-2015 committee included 3 African-Americans out of a total of 14 reviewers. (*Appendix III*).

#### *Post Award Title VI Compliance*

Procedures for conducting compliance reviews of funded grant projects under the Improving Teacher Quality Grant program include the following steps:

- Site visits to all grant programs;
- Mandatory project directors meeting to include Title VI presentation;
- Completion of Title VI Compliance Checklist;
- Survey of Project Director(s), which among other things identifies the number of minorities the project served and the number of external consultants that were employed by the project (*Appendix VII*);
- Review whether the grantee implemented the project's plan for recruiting minority participants;
- Technical assistance with any Title VI complaints or issues; and
- Mandatory final report submitted to program director 45 days after the grant ends.

Site visits were made to all ITQ projects for FY 2014-2015.

Project Directors will submit in the final report on any Title VI complaint received during the funded grant period. In addition, the grant Project Director will submit in the final report an explanation of the results of the proposed minority recruitment plan. Unsatisfactory compliance review findings, failure to submit final reports, and pending discriminatory complaints can result in the withholding of the projects' final disbursement of grant funds.

Two examples of how discrimination might occur:

- Failure to notify all eligible institutions of the availability of funds; and
- Applicants receiving awards notify only certain teachers or schools in the targeted geographical areas of the fact that professional development activities will be conducted, knowing or having reason to believe that no minorities are among that group.

### **Veterans Education**

Compliance Audits, as well as Inspection and Technical Assistance visits, were conducted by the SAA during FY 2014-2015 at each of the institutions participating in the Veterans Education program as required by our contract with USDVA and 38 U.S.C. §3673 and §3675. These visits include records audits, interviewing students, and facilities monitoring. Title VI compliance reviews are also completed by the U.S. Department of Veterans Affairs. The Assistant Executive Director of Veterans Education for the Tennessee Higher Education Commission is responsible for investigating complaints of discrimination filed by veterans and acts as a liaison between the institution and the U.S. Department of Veterans Affairs. As part of the Principles of Excellence, Executive Order 13607, the U.S. Department of Veterans Affairs has an online complaint system. Veteran complaints through this system are adjudicated in Washington, DC and forwarded to the appropriate State Approving Agency as necessary.

### Public Notice and Outreach

The Commission monitors all subrecipients and contractors concerning the dissemination of information about the following to the public:

- Nondiscrimination policy;
- Programs and services;
- Complaint procedures; and
- Minority participation on planning boards and advisory bodies.

### Procedures for Noncompliance

The Commission has adopted the following policies and procedures which will be followed through complaint investigations or compliance reviews, when it is determined that a Title VI violation has occurred. Efforts will be made to the fullest extent practicable to obtain voluntary compliance before a case is referred to the U.S. Department of Education Office for Civil Rights for possible refusal, suspension, or termination of federal financial assistance.



### *Procedures for Achieving Voluntary Compliance*

- In cases where a complaint investigation or compliance review results in a finding of noncompliance, the Commission will notify the subrecipient of federal/state funds of the apparent noncompliance.
- The notice will clearly identify the conditions of noncompliance and offer a reasonable time to willingly comply.
- The Commission will record the date the recipient received notice, and will note and record the last day afforded the recipient for voluntary compliance before initiating an administrative process to terminate assistance.
- A subrecipient of federal funds may request a meeting for the purpose of discussing the problem areas or requirement for compliance. The principal investigator will be involved in the discussion process.
- The Executive Director of the Commission, or designee, will approve the recipient's voluntary compliance plans, methods, procedures, and proposed actions if such approval will result in compliance with the Act. The plan will be put in writing. Failure of voluntary efforts will result in the implementation of an administrative process, which could result in termination or suspension of assistance.

### *Termination or Suspension of Assistance*

If the Commission cannot obtain compliance through voluntary means, the Commission will notify the U.S. Department of Education Office for Civil Rights (USDE/OCR) and will request the assistance of the USDE/OCR to obtain compliance, which may involve termination or suspension of assistance.

If termination of assistance is considered due to noncompliance with Title VI, the alleged problems are delineated to the award recipient. Opportunity is provided for informal resolution. If these efforts fail, formal sanctions up to and including termination can be pursued.

## COMPLIANCE/NONCOMPLIANCE REPORTING

Currently, the Commission submits its Title VI report only to the Tennessee Human Rights Commission (THRC). Compliance reports will be maintained by the Commission and forwarded to the other state and federal agencies as may be requested or directed. Additionally, the Commission is not aware of any CFR regulations requiring any reporting obligations.

The Commission will maintain the following records:

- Administrative records such as copies of assurances, public notification plans, press releases, and training materials;
- Data collection and participation records, documentation of analytical review procedures, and results of follow-up;
- Monitoring records, including working papers, reports, and corrective action plans; and
- All Title VI correspondence and reports received from and submitted to the federal government.

The Commission has not received any Title VI or discrimination-related audits or findings from federal or state monitoring agencies.

## TITLE VI TRAINING PLAN

Mr. Sloan is designated the Title VI coordinator and will execute all of the duties and responsibilities of the position, including participation in meetings of the Tennessee Title VI Compliance Commission and Governor's Office of Diversity Business Opportunities.

Marcie Mills, who serves as paralegal for both the Commission and the Tennessee Student Assistance Corporation, attended the Title VI compliance meeting on July 29, 2015.

Title VI training for the Commission staff was accomplished through an on-line tutorial module through Edison. The module provided an overview of Title VI to include its history, key elements and principles regarding application of the law to the work of the Commission. The training included a post-test in which the staff responded to questions related to the on-line tutorial. An employee roster showing completion of the training can be found in *Appendix XI*.

Commission staff members were advised that access to the mandatory training module was available on May 8, 2015, for each staff member to take no later than May 22, 2015. Through Edison, it was verified that 100 percent of full-time Commission staff completed the module. The training incorporated a history of civil rights in the United States, and outlined the purpose and applicability of Title VI (*Appendix XI*). It is anticipated that the FY 2015-2016 training will take place in the spring or summer of 2016.

In addition to the training received by the Title VI coordinator, the Title VI guidelines are reinforced by mandatory attendance at the annual project directors' workshop which is designed to educate grant recipients regarding federal and state guidelines including the proper procedures for reporting Title VI complaints. In FY 2014-2015, all Improving Teacher Quality Grant project directors attended this workshop.

Additionally, the Commission's Title VI Implementation Plan is addressed each year at the November meeting of the Commission. At that time, information similar to what was presented in the on-line tutorial for staff is reviewed with the Commission, as well as highlights of the most recent Title VI plan. Specifically, this review was included at the November 20, 2014 meeting of the Commission and will be included at the November 19, 2015 meeting.

## PUBLIC NOTICE AND OUTREACH

As mentioned above, the Commission monitors all subrecipients and contractors concerning the dissemination of information on multiple topics:

- Nondiscrimination policy;
- Programs and services;
- Complaint procedures; and
- Minority participation on planning boards and advisory bodies.

Specifically, the Commission uses the following measures with respect to the Improving Teacher Quality Grant Program, the GEAR UP Program, and the College Access Challenge Grant(CACG) Program:

- *Nondiscrimination policy:* Throughout the 2014-2015 project period, monitoring was conducted by THEC staff to ensure compliance with all aspects of the contractual terms. Per Section D.8. of all contracts, grantees were required to furnish to applicants and employees notices of non-discrimination.
- *Programs and services:* Information regarding programs and services was disseminated primarily in the form of communications with prospective workshop participants. Per the terms of the Request for Proposals, the ITQ grantees were required to develop a recruiting plan for minority participants. However, no such plan is required of GEAR UP as these services are provided to all students enrolled in specific grades in the respective county school systems serving as GEAR UP counties.
- *Complaint procedures:* The public is informed via Request for Proposals and any other program communications that Title VI requires federally assisted programs to be free of discrimination. These documents also provide contact information for the THEC Title VI Coordinator in the event that a citizen claims to have been subjected to discrimination. In addition, grantees are contractually required, under Section D.10., to annotate on all public notices that the grant was funded under an agreement with the Tennessee Higher Education Commission.
- *Minority participation on planning boards and advisory committees:* THEC maintains records of minority participation on the ITQ Advisory Committee, the Teacher Diversity Grant Advisory Committee, and the Committee on Postsecondary Educational Institutions, all of which are available for public review. (*Appendix XII*)

The Tennessee Higher Education Commission holds public meetings at various times and locations throughout the year. The work of the Commission, its staff and committees is public record. All meetings are open to the public and publicized in accordance with the Tennessee Open Meetings Act. These public hearings concern such issues as funding of higher education, capital outlay and maintenance, and academic planning.

The Title VI guidelines are reinforced by mandatory attendance at the annual project directors' workshop which is designed to educate grant recipients regarding federal and state guidelines including the proper procedures for reporting Title VI complaints. In FY 2014-2015, all

Improving Teacher Quality Grant project directors attended this workshop on November 12, 2014.

Posters and flyers are displayed in high traffic areas of the Commission offices which articulate the Commission's commitment to compliance of Title VI and contact information for filing a complaint.

As a general rule, staff vacancies are filled after the positions are advertised in publications that will ensure a representative pool of applicants. In addition, efforts are made to network with African-American professionals and educators to assist in identifying potential applicants for the various positions.

As previously noted, the Commission provides its Title VI Implementation Plan upon request to any agency, department or individual that may request it. Additionally, the plan is found on the Commission's website < <http://www.tn.gov/thec/article/title-vi-compliance> >.

### Minority Media Utilization

During FY 2014-2015, the Commission's outreach work around college access programs included efforts to be diverse and inclusive. The Commission holds a contract with a minority-owned marketing firm to facilitate outreach regarding its programs and college-going messages. In conducting market research focused on creating effective college access and success messages for all Tennesseans, the Commission made a concerted effort to be inclusive of minority voices. This research will, in turn, shape future outreach initiatives. In the development of an upcoming public outreach campaign, a diverse set of college students will be featured in an effort to make the communications process inclusive to a wide set of constituents.

### Minority Representation on Planning Boards or Advisory Bodies

The Governor appoints all members of the Tennessee Higher Education Commission except the four ex-officio members (*Appendix II*). Pursuant to T.C.A. § 49-7-204(a)(6), "*at least one (1) of the appointive members shall be a member of the principal racial minority in the state*. Three of the fifteen Commission members (20 percent) are African-American: Ms. Pam Martin; Mr. A.C. Wharton, Mayor of Shelby County; and Mr. Robert Fisher.

The General Assembly created the Committee on Postsecondary Educational Institutions to assist the Commission staff with the oversight of the many proprietary and not-for-profit postsecondary institutions in the state. Pursuant to T.C.A. §49-7-207, the committee is composed of the Executive Director of the Tennessee Higher Education Commission, the Executive Director of the Tennessee Student Assistance Corporation and eleven persons appointed by the Commission. Dr. Deaton currently serves as the Interim Executive Director of both the Tennessee Higher Education Commission and the Tennessee Student Assistance Corporation, but for voting purposes is considered as one vote. Of the twelve persons serving as committee members, four are from a racial or ethnic minority group.

There is not a set number of Improving Teacher Quality Grant Program Selection Committee members; however, five of the members are determined by position. These positions include:

- Math Consultant for the State Department of Education;
- Science Consultant for the State Department of Education;
- Improving Teacher Quality Grant Coordinator for the State Department of Education;
- Coordinator of Special Projects for the State Department of Education; and
- Academic Affairs Analyst (THEC).

The selection committee responsible for the current grant awards included three African-Americans out of a total of fourteen committee members (*Appendix III*).

The Diversity in Teaching Grant Advisory Committee determines which entities will receive the grants under this program. The committee that reviewed and recommended awards for FY 2015-2017 included two African-American out of a total of six committee members (*Appendix IV*).

Below is an analysis of minority participation on advisory bodies for which the Commission has the authority and/or responsibility for appointing or recommending members. One of the Commission’s goals and objectives is to ensure that minorities are adequately represented on advisory bodies.

<b>Advisory Body</b>	<b>Total Members</b>	<b>No. of Minority Members</b>	<b>Percentage of Minority Members</b>
<b>Committee on Postsecondary Educational Institutions</b>	12	4	33%
<b>Improving Teacher Quality Grant Program Selection Committee</b>	14	3	21%
<b>Diversity in Teaching Grant Advisory Committee</b>	6	2	33%
<b>Total</b>	<b>32</b>	<b>9</b>	<b>28%</b>

Minority Input

As mentioned above, the Commission uses a women owned business enterprise (WBE) firm for coordination of its marketing activities. As a part of the firm’s market research responsibilities, it solicits input from populations representing a cross-section of Tennesseans. Those populations necessarily include minority representation.

Process for Obtaining Grants/Bidding on Contracts

As mentioned above, the Request for Proposals (RFP) is the method of informing potential grant recipients of available federal and state funding. RFPs are disseminated to public and private higher education institutions as well as non-profit organizations, if applicable. The Commission

makes special efforts to provide notice to African-Americans and other racial and ethnic minorities of all program activities. This information is also provided to institutions whose primary focus is to reach racial and ethnic minorities.

**Goals and Objectives – Implementation Plan Deficiencies**

THEC's primary goal in Title VI enforcement is to ensure that information on all THEC programs is disseminated to all Tennesseans regardless of race, color or national origin.

THEC's secondary goal is the appropriate recipient representation regardless of race, color, or national origin.

THEC's Title VI Coordinator is responsible for recommending policy changes in Title VI enforcement to the Executive Director. For the purpose of monitoring compliance activities, THEC's Program Administrators, Title VI Coordinator, and the Executive Director will meet at least once a year to review the prior year's activities. This yearly meeting will focus primarily on complaints filed during the year. Any significant problems of general compliance will also be addressed. If Title VI deficiencies are noted, prompt corrective action will be taken.

Further mechanisms to ensure compliance will also be considered. Notices to inform THEC employees, clients and prospective clients of their obligations and rights under Title VI and of the availability of services will be posted at the agency and shown on documents that clients receive.

THEC's Title VI Coordinator is responsible for displaying the Title VI information in the agency.

THEC's Title VI Coordinator shall attend training offered by the THRC.

THEC employees shall receive information regarding the obligations and rights involved in the Title VI program. The information will apprise staff of their responsibility to render a high quality of service to all clients regardless of their race, color or national origin.

THEC will review its publications, literature, website, and other media to address Limited English Proficiency as it relates to discrimination and implement procedures to address deficiencies.

THEC will require a statement of compliance with Title VI of the Civil Rights Act of 1964 from every contracting agency before entering into a contract or other agreement which involves the purpose of services or other benefits on behalf of persons served by the programs of THEC.

Any state or contracting agency believed by THEC to be in violation of the provisions of Title VI shall be given a written notice. Failure to eliminate further discrimination within 30 days of receipt of the notice will be considered as a violation of the terms of the contract and a basis for contract suspension, termination or rejection. The enforcement procedure by THEC for termination of the contracting agency from participation as a recipient of federal financial assistance will be in accordance with the enforcement procedure contained in 45 C.F.R. 80.9, 80.10 and 80.11.



The Title VI Coordinator monitors and recommends to the Executive Director appropriate changes in applicant selection criteria that may be discriminatory to racial groups. As appropriate, the Executive Director will forward recommendations to the Commission members.

The Title VI Coordinator will investigate all complaints in a timely manner and submit recommendations to the Executive Director. The Executive Director will be responsible for appropriate resolution of all complaints.

### **Timeline**

THEC's Title VI Coordinator shall set a date in October for its annual meeting with the Program Administrators and the Executive Director to discuss implementation goals and deficiencies.

THEC's Title VI Coordinator shall contact the THRC in October to discuss training objectives.

THEC's Title VI Coordinator shall immediately review Statements of Assurance and Statements of Compliance deficiencies observed in this report and will ensure that any deficiencies are corrected.

## RESPONSIBLE OFFICIALS

The responsible State official charged with ensuring that the agency complies with Title VI is Dr. Russ Deaton, Interim Executive Director.

The person designated as the Title VI Coordinator is M. Scott Sloan, Associate Executive Director of Legal and Regulatory Affairs.

The policy and procedures outlined in this implementation plan for compliance with Title VI of the Civil Rights Act of 1964 took effect on July 1, 2015 and will be in place through June 30, 2016.

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Russ Deaton, Interim Executive Director

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M. Scott Sloan, Title VI Coordinator

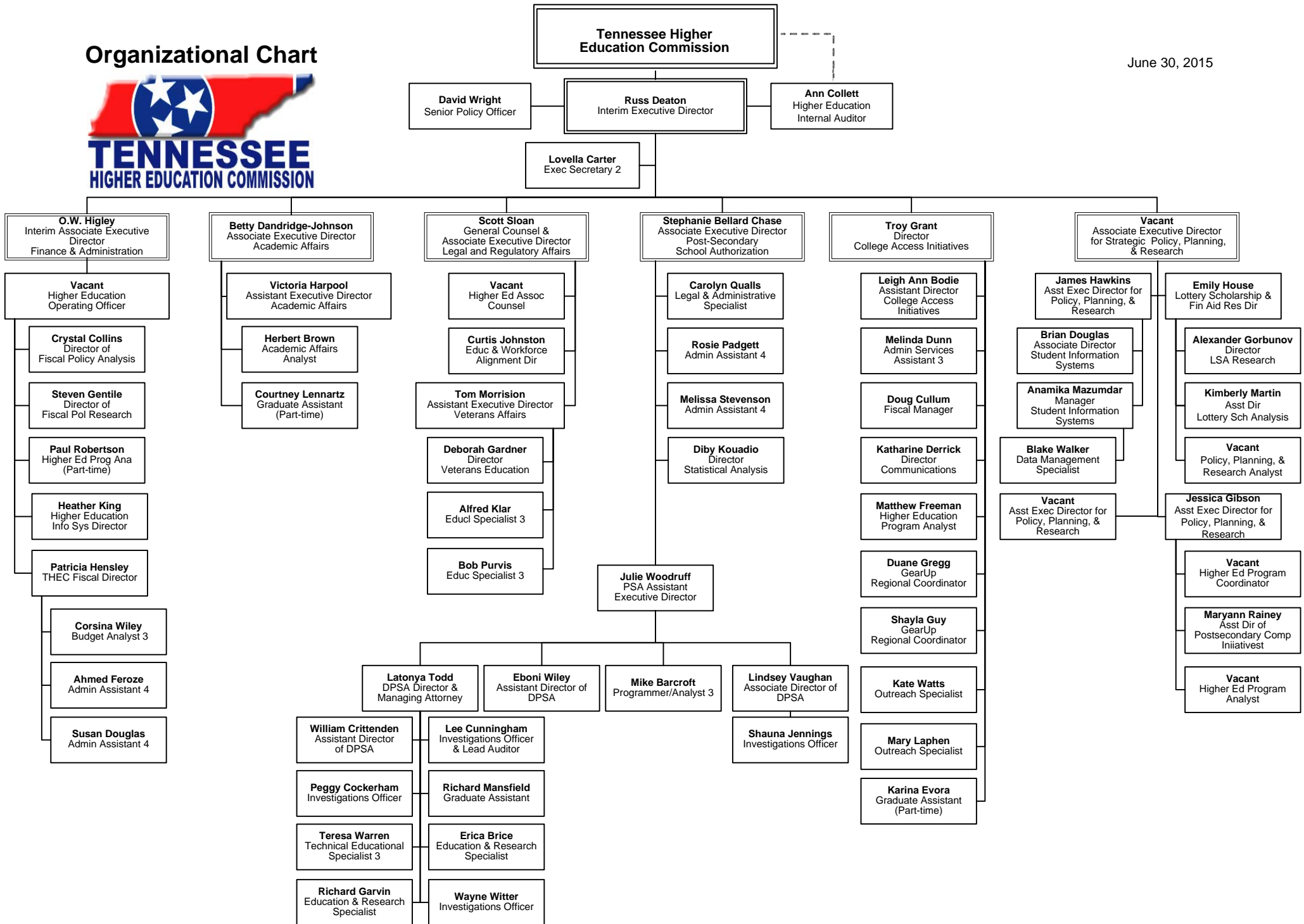
**Tennessee Higher Education Commission**  
404 James Robertson Parkway, Suite 1900  
Nashville, TN 37243

# APPENDIX I

# Organizational Chart



June 30, 2015



Programs Administered by the  
Tennessee Higher Education Commission

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The Tennessee Higher Education Commission was created in 1967 for the purpose of achieving cooperation and unity in higher education. The coordination function grew out of a nationwide trend by governors and legislators to promote planned growth, equitable funding, and accountability among the state's colleges and universities.

Since that time the Commission has created funding formulae, funding initiatives based on performance, legislative benchmarks, master plans, and criteria for new academic programs. The Commission believes strongly in working in a collaborative effort with the two public governing boards, and the independent sector to communicate clearly and frequently with various and diverse constituency groups. The Commission currently:

- recommends a budget for a statewide system that is a billion dollar enterprise,
- is engaged in master planning with a central focus on increasing educational attainment, focusing institutional missions and expanding the use of technology, and
- answers questions regarding accountability measures on a daily basis.

The Commission is committed to the principles of equity, excellence, accessibility, and accountability and strives to coordinate all of Tennessee higher education according to those principles.

#### **ENABLING LEGISLATION**

1. Study the use of public funds for higher education in Tennessee and analyze programs and needs in the field of higher education. T.C.A. § 49-7-202(a)
2. Undertake such specific duties as may be directed by resolution of the general assembly or as may be requested by the Governor. T.C.A. § 49-7-202(b)
3. Develop a master plan for the future development of public higher education in Tennessee, and make recommendations regarding the implementation of the plan. The focus of the master plan shall include consideration of the state's economic development, work force development and research needs. It will also require attention to increased degree production and consider the missions of the institutions as part of the process. T.C.A. § 49-7-202(c)(1)
4. Approve the mission of each institution after consultation with the respective governing board. The Commission shall consider the make-up of the student population at each institution as well as other unique features of the institutions. T.C.A. § 49-7-202(c)(2)

5. Develop policies and formulae or guidelines for the fair and equitable distribution and use of public funds among the state's institutions of higher learning, to include provisions for capital outlay and institutional operating expenditures.

Consistent with the direction of the master planning, the funding formula shall be outcomes-based. Elements such as "end of semester enrollment for each semester, student retention, timely progress toward degree completion" shall be included, as well as unique factors of the community colleges. Additionally, such things as "student transfer activity, research and student success" may be included.

Additionally the formula or guidelines shall provide for the consideration of the impact of tuition, maintenance fees and other charges assessed by each institution and in consideration of these factors, the Commission shall make recommendations to the governing boards on adjustments to tuition and maintenance fees. T.C.A. § 49-7-202(c)(3)-(4)

6. Study the need for particular programs, departments, academic divisions, branch operations, extension services, adult education activities, public service activities and work programs of the various institutions of higher learning, with a particular view to their cost and relevance and to make recommendations for the governing boards for the purpose of minimizing duplication and overlapping of functions and services and to foster cooperative programs among the institutions. T.C.A. § 49-7-202(c)(5)
7. Review and approve or disapprove all proposals for new degrees or degree programs, or for the establishment of new academic departments or divisions within the various institutions. T.C.A. § 49-7-202(c)(6)
8. Conduct a program of public information concerning higher education in Tennessee. T.C.A. § 49-7-202(c)(7)
9. Study and make determination concerning the establishment of new institutions of higher learning as to the desirability or understandability of their establishment, their location, standards, functions, financing and source of governance. T.C.A. § 49-7-202(c)(8)
10. Review and approve or disapprove all proposals by an existing higher education institution to establish a physical presence at any location other than its main campus, or to expand an existing location, which will be utilized for administrative purposes or to offer courses for which academic credit is offered. Report to the chairs of the fiscal review and education committees by February 15 on the applications filed in the previous year and the status of the application. T.C.A. § 49-7-202 (c)(9)
11. Develop a university tract program consisting of sixty (60) hours that will allow a student to transfer from a community college as a junior. The sixty (60) hours is to consist of forty-one (41) general education instruction and nineteen (19) hours of pre-major

- instruction. Additionally, to ensure that the transition from a community college to a university as seamless as possible the Commission shall develop a common course numbering system at the community colleges and direct that any list of course offerings by a community college will be listed in a way that clearly identifies courses that will not transfer to a university. Beginning with the fall 2010 semester the Commission will report on progress being made to the chairs of the Education and Finance, Ways and Means Committees of both the House and Senate prior to each semester until Fall 2015 implementation. The Commission shall have ongoing responsibility to update and revise the requirements as necessary and report to the various committees on action taken each year. T.C.A. § 49-7-202(d)-(f)
12. In consultation with the Board of Regents and the University of Tennessee board of trustees, develop policies governing dual admission to both two-year and four-year institutions where appropriate based upon geographic and programmatic considerations to be adopted by July, 2015. T.C.A. § 49-7-202(g)
  13. Determine and post on the Commission's website information concerning career opportunities for the various fields of study leading to a baccalaureate degree at all institutions of higher education within the University of Tennessee and the Tennessee Board of Regents systems. Such information shall include, but not be limited to potential job market in Tennessee, the median income or an income range for the jobs and whether an advanced degree is required to obtain a position within a particular discipline. T.C.A. § 49-7-202(h)
  14. By February 1, transmit jointly with the State Board of Education an Annual Joint Report on Pre-Kindergarten through Higher Education in Tennessee. The Annual Joint Report outlines progress toward P-16 performance goals. T.C.A. § 49-1-302(a)(10)
  15. On or around March 15, transmit the Tennessee Postsecondary Education Fact Book which provides a variety of data points on public universities, community colleges, and technology centers. The report should include information to reflect on progress being made under the Complete College Tennessee Act. This would include such information as, student progression, academic and financial trends, workforce preparation data and affordability trends. T.C.A. § 49-7-210

### **Additional Legislative Imposed Responsibilities**

#### **Academic Common Market**

The Academic Common Market was created in 1974 as a means of sharing specialized academic programs among Southern Regional Education Board states. Over 1,800 programs at the baccalaureate and higher degree levels at over 151 colleges and universities currently participate in the Market. The Academic Common Market is administered by the Southern Regional

Education Board with the cooperation of 14 of the 15 SREB states. The Market allows residents of participating states to have a broader range of educational opportunities at in-state tuition rates. The Market has a three-fold purpose: (1) eliminating unnecessary duplication among states, in that it is impractical for any institution or single state to develop or maintain degree programs in every field of knowledge; (2) support existing degree programs that have the capacity to serve additional students; and (3) provide access and encourage movement across state lines for programs not available in a student's home state. T.C.A. § 49-7-301

### **Combat Sports Grant**

In 2008 the Legislature created the Tennessee Athletic Commission to regulate mixed martial arts and other "professional unarmed combat" sports including licensing of individuals involved in any aspect of the sport including combatants, managers, promoters and ringside physicians. The law directs that beginning with FY 2010-2011 a portion of the funds generated through regulation of this industry shall be set aside to fund a grant program that will develop and maintain NCAA Division I combat sports programs in the state's postsecondary educational institutions. The Commission is charged with developing the grant in collaboration with athletic directors of each postsecondary educational institution in the state with an NCAA Division I sanctioned combat sports program. T.C.A. § 68-115-107

### **Community Service Awards**

The Community Service Awards were created in 1991 to reward faculty and students in higher education who provide a public service to the community. Those honored by an award have distinguished themselves in the many dimensions of community service and leadership roles in community organizations. They serve as ambassadors for community service among public and independent institutions of higher education. T.C.A. §§ 49-7-208 and -209

### **Consortium of Historically Black Colleges and Universities**

The Commission is authorized to provide assistance to a consortium of Tennessee historically black colleges and universities in their efforts to impact the economic development of the state by strategically partnering with the State and private industry. The Commission is to facilitate strategy development and coordinate the implementation of the partnership between the Consortium and other parties. The program has not yet been funded. T.C.A. §§ 49-7-2901 et seq.

### **Contract Education Program**

The Contract Education Program provides Tennessee residents with the opportunity to pursue academic programs where access is limited due to the size and/or location of the programs or where the programs are not offered in a public college or university. Providing access to these special needs areas in this manner is more economical than initiating or expanding comparable programs in public institutions. In addition to reserving positions for Tennessee residents in these special needs areas, the contract education program also provides some form of financial assistance to the students. Additionally, in an effort to meet a shortage of physicians in family medicine and preventive medicine, the contract education program partially funds medical residency positions at Meharry Medical College, regardless of their state of residence. Some



additional programs currently being contracted are Mortuary Science, Sign Language Interpretation, Optometry and graduate level nursing programs. T.C.A. §§ 49-7-203(b), 49-7-301 et seq., and 47-7-401 et seq.

#### **Education Lottery Scholarship Program**

The Commission has been charged with the responsibility to collect and analyze data related to students receiving lottery scholarships to provide the General Assembly with information related to student success and scholarship retention. The Commission is to make an annual report to the General Assembly on its findings by the second Tuesday in January. T.C.A. § 49-4-903

#### **Medical School Authorities Act of 2010**

The Medical School Authorization Act of 2010 authorizes certain municipalities to establish a medical school authority to aid in the establishment and operation of a medical or dental school. The Commission shall review and approve for public funding any proposed project of a medical school authority where state or municipal bonds will be issued, or if state funding is otherwise included in the project. Additionally, a medical school authority cannot approve a project, regardless of funding source, until the Commission finds there is a need for the project and that it is consistent with the state's higher education master plan, and if debt is to be issued, the ability of the authority and medical education program to repay the incurred debt. T.C.A. § 7-90-122 and -123

#### **Postsecondary Education Authorization Program**

The Postsecondary Education Authorization Act of 1974 was established to protect the education and welfare of the citizens of the State of Tennessee. The Tennessee Higher Education Commission has been designated as the agency to authorize the operation of institutions in Tennessee, which are included under this Act. The Commission establishes minimum standards concerning quality of education, ethical and business practices, health, safety, and fiscal responsibility, and protects the Tennessee consumer against fraudulent institutions and practices. It also authorizes the granting of degrees, diplomas, or other educational credentials by postsecondary institutions; prohibits the granting of false educational credentials; regulates the use of terminology in naming institutions; and prohibits misleading literature, advertising, solicitation, or representations by institutions. T.C.A. § 49-7-2001 et seq.

#### **Diversity in Teaching Grant Program**

A competitive matching grant program was established in 1989 to support pilot projects designed to expand the recruitment pool of minorities preparing to be teachers. Since the resolution of the state higher education desegregation lawsuit, the focus of the program has become one where an examination of a student's commitment to diversity in instruction will be of primary import in determining eligibility. The program will continue to be a joint effort between higher education institutions and local school districts, these projects target groups including teacher aides, substitute teachers, high school students, community college students, non-degreed community residents, military personnel, and college graduates presently not teaching who are interested in entering the teaching profession. Project initiatives must include matching state-appropriated funds with local funds on a one-to-one basis and the establishment of an evaluation model. This

program is authorized through funding in the appropriations bill and the two year awards are contingent on such funding.

### **Tuition Discount and Fee Waiver Programs**

The dependent children age 24 years and under of all full-time state employees (who have been employed for more than six months) or retired state employees may receive a 25 percent maintenance fee discount on undergraduate tuition at any public college or university. The discount is also available for the child of a former State employee who died while employed by the State, whether or not the death was job-related or in the line of duty. The same 25 percent discount also applies for the dependent children of current full-time public school teachers in Tennessee, as well as the dependent children of former public school teachers who die while their child is receiving the benefit as long as all other eligibility requirements are met. Further, children of eligible retired teachers were added to the discount program through legislative action in 2013.

Full-time state employees and members of the General Assembly are allowed to take one course per term at any public college, university, technology center or the Tennessee Foreign Language Institute at no charge. When these discounts were authorized by the General Assembly, the Tennessee Higher Education Commission was charged with formulating the rules and regulations to implement the waiver. T.C.A. §§ 8-50-114, 8-50-115, 49-7-119

## **FEDERAL PROGRAMS**

### **College Access Challenge Grant (CACG)**

In August 2011, the U.S. Department of Education awarded Tennessee a College Access Challenge Grant totaling \$2,518,367. The purpose of the College Access Challenge Grant Program is to foster partnerships among federal, state, and local governments and philanthropic organizations through matching challenge grants that are aimed at increasing the number of low-income students who are prepared to enter and succeed in postsecondary education. Building on the successes of the 2010 CACG program, Tennessee's 2011 CACG grant was designed to 1) expand and enhance implementation of Tennessee's college access web portal, [CollegeforTN.org](http://CollegeforTN.org), through professional development and 2) continued implementation and expansion of the statewide College Mentor Corps program.

### **Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP)**

In spring 2012, the United States Department of Education awarded a Gaining Early Awareness and Readiness for Undergraduate Programs grant to the Commission in the amount of \$29,590,281. GEAR UP, a seven-year discretionary grant program, aims to increase the number of low-income, first generation students enrolling and succeeding in college.

The Commission's successful GEAR UP proposal provides direct services to a cohort of approximately 7,500 students, the Class of 2018, beginning in the 7<sup>th</sup> grade and continuing through the cohort's first year of postsecondary education. GEAR UP also provides services to

students in the senior class of participating high schools each grant year. GEAR UP aims to: 1) Increase the academic performance and preparation for postsecondary education for GEAR UP students; 2) Increase the rates of high school graduation and enrollment in postsecondary education for GEAR UP students; and 3) Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

### **Improving Teacher Quality Grant Program**

This federal program operates as Title II Part A of No Child Left Behind. It was established to provide grants to colleges and universities in order to provide professional development for K-12 teachers, paraprofessionals and principals. Each year, the Tennessee Higher Education Commission works jointly with the Tennessee Department of Education to identify priorities that will have the greatest impact on Tennessee school districts and student achievement. One of the missions of the Commission is to study the need for particular programs, departments, academic divisions, branch operations, extension services, adult education activities, public service activities and work programs of the various institutions of higher learning. One of the goals established was to develop a collaborative planning partnership between higher education and K-12 education for teacher preparation and continuing professional development. This program helps stimulate the linkages between higher education faculty and K-12 faculty for the preparation of teachers to use curriculum and instructional processes which promote active learning, problem solving, interdisciplinary learning and content application.

### **Race to the Top**

With Tennessee's successful Race to the Top bid, higher education will have a significant role in achieving the overall goals of the federal school reform grant. THEC and institutions of higher education are instrumental in ensuring the success of Race to the Top in the state. The THEC Executive Director serves on the First to the Top Advisory Council which oversees implementation. THEC staff members also serve on various First to the Top working teams such as Project Management Oversight Committee, STEM leadership team and the First to the Top Oversight Team.

Not only will higher education be involved in shaping the education reforms being enacted but will also be directly responsible as programmatic and fiscal manager for numerous programs. Individual institutions will have opportunities to apply for funding for projects that will address the provisions of the federal award. Tennessee's Race to the Top framework names THEC as directing and managing several projects with a total fiscal impact of over \$20 million.

### **Veterans Education Program**

In 1983 the Tennessee Higher Education Commission was assigned to be the State Approving Agency for determining training programs in the state in which eligible veterans may enroll and receive veteran's education benefits, more commonly known as the GI Bill®. The Commission works in partnership with the U.S. Department of Veterans Affairs, following both state and federal legislation and regulations in administering the approval program. Many of the institutions and programs that are reviewed for state authorization are also reviewed by Commission staff members for veteran's education approval purposes.

## **GRANTS**

### **Latino Student Success Grant**

The Lumina Foundation awarded the Commission a Latino Student Success Grant in the amount of \$600,000 in fall 2011 focused on improving the number of Latinos accessing and completing higher education in Memphis. Tennessee has the fourth fastest growing Latino population in the United States. Memphis is home to one of the fastest growing Latino populations in the state making Shelby County and the City of Memphis an important staging ground for addressing the challenges of Latino student success. The Memphis Latino Student Success Collaborative will direct its work using a three-tiered approach: Latino student success public will-building in Memphis, including a Latino student report card for the entire Memphis-Shelby County community; the development and expansion of college access and success programming, including the Abriendo Puertas (Opening Doors) college access and success mentoring program modeled after the College Access Challenge Grant College Mentor Corps; and the formal development of a community-wide collaborative focused on increasing Latino student success in Memphis.

September 30, 2015

# APPENDIX II

**TENNESSEE HIGHER EDUCATION COMMISSION MEMBERS**  
**September 1, 2015**

1. Mr. Evan Cope, *Chair*  
Fourth Congressional District
2. Mr. Keith Wilson, *Vice Chair*  
First Congressional District
3. Mr. Alex Martin, voting ex-officio  
Tennessee Technological University
4. Mr. Tre Hargett  
Secretary of State
5. Mr. David Kustoff, *Vice Chair*  
Eighth Congressional District
6. Mr. Jon Kinsey  
Third Congressional District
7. Ms. Pam Koban  
Fifth Congressional District
8. Mr. Bill Lee  
Seventh Congressional District
9. Mr. David Lillard, Jr.  
State Treasurer
10. Ms. Siri Kadire, non-voting ex-officio\*  
University of Tennessee Health Science Center
11. Ms. Pam Martin\*  
Sixth Congressional District
12. Dr. Sara Heyburn, non-voting ex-officio  
Executive Director, State Board of Education
13. Mr. Justin Wilson  
Comptroller
14. Ms. Mintha Roach\*  
Second Congressional District
15. Mayor A C Wharton, Jr., *Secretary\**  
Ninth Congressional District

\*Denotes Minority

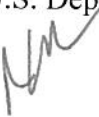
# APPENDIX III



RICHARD G. RHODA  
*Executive Director*

STATE OF TENNESSEE  
**HIGHER EDUCATION COMMISSION**  
PARKWAY TOWERS, SUITE 1900  
NASHVILLE, TENNESSEE 37243-0830  
(615) 741-3605  
FAX: (615) 741-6230

BILL HASLAM  
*Governor*

**TO:** Pariece Wilkins, U.S. Department of Education  
**FROM:** Richard G. Rhoda   
**SUBJECT:** GEAR UP TN and THEC's Non-Discrimination Policy Statement  
**DATE:** July 1, 2011

Through its statewide services, GEAR UP TN ensures access to and participation in the federally-assisted program for all Tennessee students, teachers, and other program beneficiaries regardless of gender, race, national origin, color, disability, age or special need. Using the cohort approach, GEAR UP TN directly serves an entire class of students, ensuring all students and families that are part of the cohort receive services. GEAR UP TN will collect sufficient section 427 statements from each direct-service GEAR UP TN Collaborative school/school system.

THEC and TSAC's commitment to both good government and equitable treatment of our employees and prospective employees requires that we present this policy statement to display our commitment to the fullest. Employees are our most valuable resource. Our policy is equal employment opportunity for all present and prospective employees regardless of race, color, sex, national origin, religion, age, physical or mental disability or veteran status except that veteran's preference will be given as provided by applicable state law. It is our intention to remain in complete compliance with Title VI, Title IX, and ADA regulations. In addition, as required, by state regulations, we continue to maintain an Affirmative Action Plan to help us achieve our goal of equal employment opportunity for all. This includes the development of specific goals,



timetable, and implementation plans for each fiscal year. These policies apply to all personnel actions including, but not limited to, access to facilities, recruiting, hiring, classification, compensation, benefits, promotions, transfers, layoffs, recalls from layoffs and educational, social, and recreational programs of this agency. The Compliance Administrator has overall responsibility for implementation and monitoring of all policies regarding non-discrimination.

# APPENDIX IV

## STATEMENT OF ASSURANCE OF COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

(hereinafter called the "Signatory")

\_\_\_\_\_  
(Name of Organization, Institution, or Individual)

HEREBY AGREES THAT

it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and all Federal regulations adopted to carry out such laws. This assurance is directed to the end that no person in the United States shall, on the ground of race, color, national origin (Title VI), handicap (Section 504), sex (Title IX, in education programs and activities only), or age (Age Discrimination Act) be excluded from participation in, to be denied the benefits of, or be subjected to discrimination under any program or activity of the Signatory receiving Federal financial assistance or other benefits under statutes administered by VA (Department of Veterans Affairs), the ED (Department of Education), or any other Federal agency. This assurance applies whether assistance is given directly to the recipient or indirectly through benefits paid to a student, trainee, or other beneficiary because of enrollment or participation in a program of the Signatory.

The Signatory HEREBY GIVES ASSURANCE that it will promptly take measures to effect this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Signatory by VA or ED, this assurance shall obligate the Signatory, or in the case of transfer of such property, any transferee, for the period during which the real property or structure is used for the purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In all cases, this assurance shall obligate the Signatory for the period during which the Federal financial assistance is extended to any of its programs by VA, ED or any other Federal agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance, including facilities furnished or payments made under sections 104 and 244(1) of Title 38, U.S.C. Also, sections 1713, 1720, 1720a, 1741-1743, 2408, 5902(a)(2), 8131-8137, 8151-8156 (formerly 613, 620, 620a, 641-643, 1008, 1008, 3402(a)(2), 5031-5037, 5051-5056 respectively) and 38 U.S.C. chapters 30, 31, 32, 35, 36, 82, and 10 U.S.C. chapter 106. Under the terms of an agreement between VA and ED, this assurance also includes Federal financial assistance given by ED through programs administered by that agency. Federal financial assistance is understood to include benefits paid directly to the Signatory and/or benefits paid to a beneficiary contingent upon the beneficiary's enrollment in a program or using services offered by the Signatory.

The Signatory agrees that Federal financial assistance or other benefits will be extended in reliance on the representations and agreements made in this assurance; that VA or ED will withhold financial assistance, facilities, or other benefits to assure compliance with the equal opportunity laws; and that the United States shall have the right to seek judicial enforcement of this assurance.

THIS ASSURANCE is binding on the Signatory, its successors, transferees, and assignees for the period during which assistance is provided. The Signatory assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to its students or trainees in connection with the Signatory's programs or services are not discriminating against those students or trainees in violation of the above statutes.

The person whose signature appears below is authorized to sign this assurance.

\_\_\_\_\_  
(Date)

\_\_\_\_\_

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_

(Title of authorized official)

# APPENDIX V

**EEO Classifications**  
**Tennessee Higher Education Commission**  
**June 30, 2015**

<b>EEO Code</b>	<b>Position Title</b>	<b>No. of Positions</b>	<b>Ethnic Group Breakdown</b>
01	AC AF ASSOCIATE EX DIRECTOR	1	B
01	HIGHER ED OPERATING OFFICER	1	W
01	PSA ASSOCIATE EX DIRECTOR	1	B
01	THEC-AED FOR FINANCE & ADMIN	1	W
01	THEC-ASST EX DIR PPR	1	W
01	THEC-AST EX DIR ACADEMIC AFF	1*	W - 2
01	THEC-AST EX DIRECTOR P-16 INT	1	W
01	THEC-DIR OF STUDENT INFO SYS	1	W
01	THEC-EXECUTIVE DIRECTOR	1	V
01	THEC-FISC POLICY ANALYSIS DIR	1	W
01	THEC-FISC POLICY RESEARCH DIR	1*	W - 2
01	THEC-GENERAL COUNSEL AED LRA	1	W
01	THEC-HIGHER ED PROGRAM ADMIN	1	V
01	THEC-PSA AST EXEC DIRECTOR	1	W
01	THEC-RESEARCH & STAT AN DIR	1	B
01	THEC-SENIOR POLICY OFFICER	1	W
01	VETERANS EDUC A EX DIRECTOR	1	W
01	VETERANS EDUC DIRECTOR	1	W
	<b>Total EEO Code 01</b>	<b>18</b>	<b>W - 15 B - 3 V - 2</b>
02	ADMIN SERVICES ASSISTANT 3-NE	1	W
02	EDUCATIONAL SPECIALIST 3	3*	W - 3 V - 1
02	HIGHER ED INFO SYS DIRECTOR	1	W
02	LOTTERY SCH ANALYSIS AST DIR	1	W
02	LOTTERY SCH ANALYSIS RES DIR	1	W
02	OUTREACH SPECIALIST	2*	W - 2 B - 1
02	PROGRAMMER/ANALYST 3-NE	1	W
02	PSA TCL EDUCATION SPECIALIST	1	W
02	THEC-AD COLLEGE ACC INITIATIVE	1	W
02	THEC-ADMIN ASSISTANT 4	4	B - 3 A - 1
02	THEC-ADMIN BUDGET ANALYST 3	1	B
02	THEC-COMMUNICATIONS DIRECTOR	1	W
02	THEC- DATA MANAGEMENT SPEC	2	W - 2
02	THEC-DPSA ASSISTANT DIRECTOR	2	W - 1 B - 1
02	THEC-DPSA ASSOCIATE DIRECTOR	1	W
02	THEC-DPSA DIR & MANAGING ATY	1	B

EEO Code	Position Title	No. of Positions	Ethnic Group Breakdown
02	THEC-ED & WORKFORCE ALIGN DIR	1	W
02	THEC EDUCATION & RESEARCH SPEC	2*	W - 1 B - 2 V - 1
02	THEC FISCAL DIRECTOR	1	W
02	THEC-FISCAL MANAGER	1	W
02	THEC-HIGHER ED PROGRAM ANALYST	3	W - 1 B - 1 V - 1
02	THEC-HIGHER ED PROGRAM COOR	1	V
02	THEC-INV OFF & LEAD AUDITOR	1	B
02	THEC - INVESTIGATIONS OFFICER	3	W - 1 B - 2
02	THEC-LEGAL & ADMIN SPECIALIST	1	B
02	THEC-LOT SCHOL & STUDENT FA RD	1	W
02	THEC-POLICY PLNG & RES ANALYST	1	V
02	THEC-PST COMP INIT AST DIR	1	A
02	THEC-REGIONAL COORDINATOR	2	W - 1 B - 1
02	THEC-STUDENT INFO SYS ASSOC D	1	W
02	THEC-STUDENT INFO SYS MGR	1	A
	<b>Total EEO Code 02</b>	<b>45</b>	<b>W - 25 B - 15 A - 3 V - 5</b>
06	EXECUTIVE SECRETARY 2-NE	1	W
	<b>Total EEO Code 06</b>	<b>1</b>	<b>W - 1</b>
	<b>Grand Total</b>	<b>64</b>	<b>W - 41 B - 18 A - 3 V - 5</b>

W = White

B = Black

A = Asian

V = Vacant

\* Positions overlapped with two incumbents.

# APPENDIX VI

**Racial Diversity Analysis  
GEAR UP TN Program**

GEAR UP TN Students Served between July 1, 2014 – June 30, 2015	
Hispanic	
American Indian or Alaska Native	17
Asian	4
Black or African American	29
Native Hawaiian or Pacific Islander	10
Race and/or Ethnicity Unknown	28
Two or More Races	40
White	1658
Not Hispanic	
American Indian or Alaska Native	21
Asian	166
Black or African American	5122
Native Hawaiian or Pacific Islander	9
Race and/or Ethnicity Unknown	1
Two or More Races	170
White	8452
Unknown Ethnicity (Hispanic Unknown)	
Black or African American	3
Race and/or Ethnicity Unknown	34
White	8
Total unique students	15,772



**Improving Teacher Quality 2015  
Title VI Compliance Report**

<b>Institution</b>	<b>Total Number of Participants</b>	<b>Projected Minority Participants</b>	<b>Actual Number of Minority Participants</b>	<b>Percentage of Minority Participants</b>	<b>External Consultants</b>	<b>Minority Consultants</b>	<b>Recruitment Plan for Minorities</b>
1. APSU (Grogan)	48	3	6	13%	1	1	yes
2. Belmont (Lunsford)	29	10	7	24%	0	0	yes
3. ETSU (Nivens)	24	0	0	0%	1	1	yes
4. ETSU (Tai)	22	2	0	0%	2	2	yes
5. Lee (Maher)	24	6	5	21%	0	0	yes
6. Lee (West)	29	1	1	3%	0	0	yes
7. Lipscomb (Banes)	27	6	6	22%	6	0	yes
8. Milligan (Howell)	37	1	1	3%	2	0	yes
9. MTSU (Huang)	29	1	1	3%	4	1	yes
10. TTU (Baker)	30	0	0	0%	0	0	yes
11. TTU (Suters)	22	1	1	5%	0	0	yes
12. UoM (Owens)	24	10	13	54%	0	0	yes
13. UTC (McAllister)	36	6	4	11%	0	0	yes
14. UTK (Brown)	15	3	1	7%	0	0	yes
<b>Total</b>	<b>396</b>	<b>50</b>	<b>46</b>	<b>12%</b>	<b>16</b>	<b>5</b>	

# APPENDIX VII

## 2015 Improving Teacher Quality Scoring Rubric

Proposal Program Director: \_\_\_\_\_

Institution: \_\_\_\_\_

Project Title: \_\_\_\_\_

Evaluation Criteria	Maximum Points	Reviewer Score	Comments/Recommendations
<p style="text-align: center;"><b><u>Program Objectives</u></b></p> <p>-Is there a concise and clear statement of goals and measurable objectives aligned with the stated priorities of the RFP?</p> <p>-Is the workshop focused on delivering high-quality PD that improves elementary and middle school educators' mathematical content knowledge?</p> <p>-Is the pedagogical focus aligned with the TEAM evaluation model?</p> <p><b><u>Scoring Range</u></b></p> <p><i>1 – Proposal states goals but does not connect with priorities of RFP</i></p> <p><i>10 – Proposal states goals and connects with priorities but lacks detail</i></p> <p><i>20 – Proposal provides detailed and clear connections between project goals and the priorities of the RFP; Reading Common Core Standards are clearly linked to the objectives of the project.</i></p>	20		
<p style="text-align: center;"><b><u>Quality of Partnership</u></b></p> <p>-Does the proposal include the three mandatory partners? (College of Education, Arts and Sciences, High Need LEA)</p> <p><b><u>Scoring Range</u></b></p> <p><i>1 – Partnerships, both internally and with LEAs are not stated or clearly defined, or lack the required members</i></p> <p><i>5 –Partnerships with LEAs and/or business stated but lacks justification for given partnership and explanation of partnership</i></p> <p><i>10 – Partnerships clearly defined and describe and fully in compliance with NCLB requirements; reasons given for LEA partnership are given, LEA partnership is clearly described and LEA certifies it will play an active role in recruiting teachers</i></p>	10		

Evaluation Criteria	Maximum Points	Reviewer Score	Comments/Recommendations
<p align="center"><b><u>Program Plan</u></b></p> <p>-The focus area is clearly stated.</p> <p>-Are there measurable objectives specifying what teachers will know and be able to do in the classroom as a result of the project?</p> <p>-Research and a rationale are provided to show how the program will affect teachers' pedagogical content knowledge. Data and analysis accompany why the particular program will effect change.</p> <p><b><u>Scoring Range</u></b></p> <p><i>1 – Focus area is stated but omits empirical research and data to back up program objectives</i></p> <p><i>5 – Focus area is stated with limited empirical research</i></p> <p><i>10 – Focus area is stated, linked with program objectives through research, data and thoughtful analysis.</i></p>	30		
<p align="center"><b><u>Evaluation Plan</u></b></p> <p>-Evaluation tools (pre/post content knowledge assessments) have been developed and included in program proposal.</p> <p>-Program includes their plan for formative assessment to determine the success of the program.</p> <p><b><u>Scoring Range</u></b></p> <p><i>1 – Evaluation plan has been partially described but is missing more than one of the following: the plan for delivery of required data, sample of the pre/post content assessment, formative assessment measures, iterative development steps, or alignment of program components to goals and evaluation.</i></p> <p><i>10 – Evaluation plan has been partially described but is missing one of the following: the plan for delivery of required data, sample of the pre/post content assessment, formative assessment measures, iterative development steps or alignment of program components to goals and evaluation.</i></p> <p><i>20 – Questionnaires and evaluation plan are included, fully described, and directly tied into program, measuring specific objectives aligned with the goals of the program.</i></p>	20		
<p align="center"><b><u>Budget</u></b></p> <p>-Budget requests are detailed and justified throughout the summary. Resources are aligned and appropriate to the needs of the proposed program.</p> <p><b><u>Scoring Range</u></b></p>	20		

Evaluation Criteria	Maximum Points	Reviewer Score	Comments/Recommendations
<p>1 – Budget is incomplete and/or unreasonable given the scope of the proposal.</p> <p>10 – Budget lacks sufficient detail but expenditures seem to be reasonable given the scope of the proposal.</p> <p>20 – Budget is complete with sufficient justifications and detail listed for each line item.</p>			

Total Score: \_\_\_\_\_ (out of 100)

Reviewer Signature: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

Overall Comments:

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## TITLE VI COMPLIANCE FORM

### **MINORITY REPRESENTATION**

\_\_\_\_\_ Projected number of minority teacher participants

\_\_\_\_\_ Actual number of minority teacher participants

\_\_\_\_\_ Total number of teacher participants

\_\_\_\_\_ Number of minority external personnel/consultants

\_\_\_\_\_ Total number of minority external personnel/consultants

### **MINORITY RECRUITMENT**

**(Please use additional paper, if necessary.)**

*What methods were used to obtain external personnel/consultants?*

*What methods were used to recruit minority participants?*

*Was there a plan in place to target minority teacher participants?*

*If the actual number of minority teacher participants was less than the projected number of minority teacher participants, was there a contingency plan in place to recruit more minority teacher participants? If yes, please specify.*

*Have there been any Title VI related complaints against this project? If yes, please provide a narrative explanation of the complaint.*

2015 Improving Teacher Quality Grants			
Institution	Total Number of Participants	Actual Minority Participants	Percentage of Minority Participants
1. APSU (Grogan)	48	6	13%
2. Belmont (Lunsford)	29	7	24%
3. ETSU (Nivens)	24	0	0%
4. ETSU (Tai)	22	0	0%
5. Lee (Maher)	24	5	21%
6. Lee (West)	29	1	3%
7. Lipscomb (Banes)	27	6	22%
8. Milligan (Howell)	37	1	3%
9. MTSU (Huang)	29	1	3%
10. TTU (Baker)	30	0	0%
11. TTU (Suters)	22	1	5%
12. UoM (Owens)	24	13	54%
13. UTC (McAllister)	36	4	11%
14. UTK (Brown)	15	1	7%
<b>Total</b>	<b>396</b>	<b>46</b>	<b>12%</b>

# APPENDIX VIII



## Discrimination Complaint Form

**Note:** We are asking for the following information to assist us in processing your complaint. If you need help in completing this form please let us know.

1. Complainant's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number (home) ( ) \_\_\_\_\_  
(business) ( ) \_\_\_\_\_
  
2. Person discriminated against (if someone other than the complainant)  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_
  
3. What is the name and location of the institution or agency that you believe discriminated against you?  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_
  
4. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:  
a. Race/Color (specify) \_\_\_\_\_  
b. National Origin (specify) \_\_\_\_\_

5. On what date did the alleged discrimination take place? \_\_\_\_\_

6. In your own words, describe the alleged discrimination. Explain what happened and who you believe was responsible. \_\_\_\_\_

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7. Have you tried to resolve this complaint through the internal grievance procedure at the institution or agency?  Yes  No

If yes, what is the status of the grievance? \_\_\_\_\_

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Name and title of the person who is handling the grievance procedure.

Name \_\_\_\_\_

Title \_\_\_\_\_

8. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?  Yes  No

If yes, check all that apply:

Federal agency

Federal court

State agency

State court

Local agency

Please provide information about a contact person at the agency/court where the complaint was filed.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

9. Do you intend to file this complaint with another agency? Yes  No

If yes, when and where do you plan to file the complaint?

Date \_\_\_\_\_

Agency \_\_\_\_\_

Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

10. Has this complaint been filed with this agency before? Yes  No

If yes, when? Date \_\_\_\_\_

11. Have you filed any other complaints with this agency? Yes  No

If yes, when and against whom were they filed?

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Give a brief description of the other complaint \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is the status of the other complaint? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

\_\_\_\_\_  
**Complainant's Signature**

\_\_\_\_\_  
**Date**

**Consent Form for Use  
of Personal Information  
for Complainant**

***Office for Civil Rights Consent Form***

Please sign, and date section A or section B:

Print your name: \_\_\_\_\_

Institution named in complaint: \_\_\_\_\_

**A.** I have read the [Notice about Investigatory Uses of Personal Information](#). As a complainant, I understand that in the course of its investigation, OCR may find it necessary to reveal my identity to persons at the institution under investigation. I give my consent. I also understand that under the Freedom of Information Act, OCR may be required to disclose information gathered from me pursuant to this investigation, except in certain instances, such as where disclosure could constitute an unwarranted invasion of my privacy.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**OR**

**B.** I wish to file this complaint, but I do not give my consent for use of personal information. I have read the Notice about Investigatory Uses of Personal Information and I understand that OCR may have to close this complaint if OCR is unable to proceed with an investigation without releasing my identity.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

*Office for Civil Rights*  
*Notice about Investigatory Uses of Personal Information*

To resolve your complaint, OCR may need to collect and analyze personal information such as student records or employment records. No law requires you to give personal information to OCR and no sanctions will be imposed on complainants or other persons who do not cooperate in providing information during the complaint resolution process. However, if OCR is unable to obtain information needed to resolve your complaint, we may have to close your complaint.

The Privacy Act of 1974, 5 U.S.C. § 552a, and the Freedom of Information Act (FOIA), 5 U.S.C. § 552, govern personal information submitted to all Federal agencies, including OCR.

The Privacy Act of 1974 protects individuals from the misuse of personal information held by the Federal government. It applies to records that are kept and can be located by the individual's name, social security number, or other personal identifier. It regulates the collection, maintenance, use and dissemination of certain personal information in the files of Federal agencies.

The information OCR collects is analyzed by authorized personnel within the agency and will be used only for authorized civil rights compliance and enforcement activities. However, in order to resolve a complaint OCR may need to reveal certain information to persons outside the agency to verify facts or gather additional information. Such details could include the age or physical condition of a complainant. Also, OCR may be required to reveal information requested under FOIA (discussed below). OCR will not release information to any other agency or individual except in the one of the 11 instances defined in the Commission's regulation at 34 C.F.R. § 5b.9(b).

**OCR does not reveal the name or other identifying information about an individual unless it is necessary for completion of an investigation or for enforcement activities against an institution that violates the laws, or unless such information is required to be disclosed under the FOIA or the Privacy Act. OCR will keep the identity of complainants confidential except to the extent necessary to carry out the purposes of the civil rights laws, or unless disclosure is required under the FOIA, the Privacy Act or otherwise by law.**

**SAMPLE LETTER  
ACKNOWLEDGING  
RECEIPT OF  
OFFICIAL COMPLAINT**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

This is to acknowledge that the Tennessee Higher Education Commission has received your complaint form alleging **(fill in the blank)** in **(Any County Schools)**. The Commission will conduct a preliminary review of the complaint form and make a determination as to whether we will or will not conduct an investigation. You will be notified of the results of this preliminary review.

Thank you for your assistance in this matter. If you have additional information you would like to provide, please send it to Scott Sloan, Tennessee Higher Education Commission, Parkway Towers, Suite 1900, 404 James Robertson Parkway, Nashville, Tennessee, 37243.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER  
NOTIFYING COMPLAINANT THAT  
THE COMPLAINT WILL BE REFERRED  
TO THE FEDERAL COGNIZANT AGENCY**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

The Tennessee Higher Education Commission has received your Title VI complaint from alleging that the <<**SCHOOL SYSTEM**>> is out of compliance with Title VI of the Civil Rights Act of 1964.

The Commission has been in contact with the United States Department of Education/Office of Civil Rights (USDE/OCR) concerning Title VI compliance in <<**SCHOOL SYSTEM**>>. Because of USDE/OCR's expertise in reviewing these types of complaints, the Commission and the USDE/OCR have tentatively agreed that USDE/OCR will be the lead agency in reviewing complaints involving this school system. Since, on the complaint form, you authorized the forwarding of the complaint to another agency; we will forward your complaint to USDE/OCR. USDE/OCR will contact you if additional information is needed.

We appreciate the interest you have shown in Title VI compliance. Our staff will be available to work with USDE/OCR and the school system to resolve any finding of non-compliance.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator



**SAMPLE LETTER NOTIFYING  
COMPLAINANT THAT  
THE TENNESSEE HIGHER  
EDUCATION COMMISSION  
WILL INVESTIGATE  
THE COMPLAINT**

Date

Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000

Dear Ms. Doe:

The Tennessee Higher Education Commission will investigate the complaint that you recently submitted regarding possible non-compliance with Title VI of the Civil Rights Act of 1964 at <<INSTITUTION >>.

The complaint form you submitted appears to contain all required information the investigator will need to conduct the investigation. However, in the event additional information is needed, the investigator may need to call you at <<(XXX) YYY-ZZZZ>>. If this telephone number is not correct, please notify us within 15 days of the date of this letter.

*or*

In reviewing the complaint form, we found that the following additional information will be needed:

- 1.
- 2.

Please submit this additional information within 15 days of the date of this letter to me at the address appearing at the top of this letter. Also, our records show that you can be reached by telephone at <<(XXX) YYY-ZZZZ>>. If this contact information is no longer correct, please notify us within 15 days of the date of this letter.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER ANNOUNCING  
A COMPLAINT INVESTIGATION**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

Departmental regulations implementing Title VI of the Civil Rights Act of 1964 (copy enclosed) provide for a prompt investigation whenever a complaint or any other information indicates a possible failure to comply with Title VI or its implementing regulation. A complaint has been filed in this office which indicates a possible failure to comply with Title VI in the operation of the Commission of <<INSTITUTION>>.

Members of our office will conduct an investigation of this matter. Their present schedule will permit them to visit your program during the week of <<<Insert Date>>>. Please advise us promptly if that time is not convenient for you or your staff. You may confirm this time by phoning me at (615) 741-7571.

Please be assured of my appreciation of your cooperation in this important matter.

*or*

In reviewing the complaint form, we found that the following additional information will be needed:

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER NOTIFYING  
COMPLAINANT OF  
AN INVESTIGATION**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

The matter referenced in your letter of <<<Insert Date>>> alleging racial discrimination in the operation of \_\_\_\_\_ Program will be investigated by staff from this office. The investigation has been scheduled for the week of <<<Insert Date>>>. Mr./Ms. \_\_\_\_\_ has been assigned to investigate the matter. He/she will contact you to establish a convenient time for you to discuss your complaint with him/her.

We appreciate your help in this important matter.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER INFORMING  
COMPLAINANT THAT THE  
TENNESSEE HIGHER EDUCATION  
COMMISSION WILL NOT  
INVESTIGATE THE COMPLAINT**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

This is to inform you that the Tennessee Higher Education Commission will not investigate the complaint that you recently submitted regarding possible non-compliance with Title VI of the Civil Rights Act of 1964 in <<INSTITUTION >>. We will not investigate the complaint because

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Thank you for notifying the Tennessee Higher Education Commission of your concerns. You may want to contact the Title VI Coordinator in your local school system, the Tennessee Human Rights Commission or the U.S. Department of Education Office for Civil Rights. These agencies also investigate Title VI complaints.

Sincerely yours,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER ADVISING  
COMPLAINANT THAT THE  
COMPLAINT IS NOT  
SUBSTANTIATED.**

**Date**

**Ms. Joanne Doe  
100 Any Street  
Anytown, TN 37000**

**Dear Ms. Doe:**

The matters referenced in your letter-complaint of <<Insert Date>>, alleging racial discrimination in the operation of << Insert Name of Program>> have been investigated by staff from this office.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any programs receiving federal financial assistance.

My staff has analyzed the materials and facts gathered during the course of their investigation of your complaint for evidence of a failure to comply with any of the civil rights laws administered by this office. We did not find evidence that any of those laws have been violated.

We must therefore advise you that your complaint has not been substantiated, and that we are closing this matter in our files.

Thank you for taking the time to contact this office. If we can be of assistance to you in the future, do not hesitate to call us.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER  
ANNOUNCING A  
COMPLIANCE  
REVIEW**

Mr. John Doe  
Superintendent of Schools  
100 Main Street  
Anytown, TN 37000

Dear Mr. Doe:

Departmental regulations implementing Title VI of the Civil Rights Act of 1964 (copy enclosed) provide for a periodic review of the practices of recipients receiving federal assistance, to determine whether they are complying with nondiscrimination requirements for Title VI.

Recipients are selected for compliance reviews on the basis of population and racial character of their locality; existence, size and nature of community populations; date of last compliance review; complaints, etc. Your program, among others in your area, has been selected.

Members of our staff will conduct the review. Their present schedule will permit them to visit your program during the week of \_\_\_\_\_ - \_\_\_\_\_. Please advise us promptly by telephone if that time is inconvenient for you or your staff. You may confirm this time, or suggest another, by calling \_\_\_\_\_ at (615) 555-5555.

I appreciate your cooperation in this important matter.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER  
CONFIRMING A  
COMPLIANCE  
REVIEW**

Mr. John Doe  
Superintendent of Schools  
100 Main Street  
Anytown, TN 37000

Dear Mr. Doe:

This is to confirm the conversation between you and a member of my staff in which it was agreed that staff from this office would conduct an on-site review of the \_\_\_\_\_ Program to determine its compliance with Title VI of the Civil Rights Act of 1964.

The staff member assigned to conduct the investigation of your <<program>> is <<NAME>>. <<NAME>> and a team of investigators will be in your city <<Day, Date>>. They expect to arrive at your office at 9:30 a.m. on <<Day>>.

In order to facilitate our review, and minimize our on-site staff time, please have available for our visit the following records and/or information as applicable:

1. All records and assurances required to be maintained by your office for compliance with Title VI and its implementing rules and regulations;
2. Racial breakdown of participants in all projects administered by your program;
3. A description of the program's application processing system;
4. A compilation of the program's staff assignments by race, sex, title, and salary and a copy of the program's current personnel policy;
5. A description of grievance procedures now being used by your program.

Investigators may also need access to other records and personnel. I appreciate your making these available to them as required.

Thank you for your cooperation in this important matter.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator

**SAMPLE LETTER  
NOTIFYING COMPLAINANT  
OF TITLE VI COMPLIANCE  
STATUS OF RESPONDENT**

Ms. Juanita Doe  
Superintendent of Schools  
1234 Main Street  
Anytown, TN 37000

Dear Ms. Doe:

The matters referenced in your complaint of <<date>> alleging racial discrimination in the operation of \_\_\_\_\_ <<Program>> have been investigated by staff from this office.

My staff found several apparent violations of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. [If a hearing is requested, the following sentence may be appropriate.] You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

M. Scott Sloan, Esq.  
Title VI Coordinator



**SAMPLE LETTER  
NOTIFYING COMPLAINANT  
OF THE RESULTS OF THE  
INVESTIGATION**

Mrs. John Doe  
1234 Main Street  
Anytown, TN 37000

Dear Mrs. Doe:

This is to notify you that the Tennessee Higher Education Commission has completed its investigation into the complaint that you submitted regarding possible non-compliance with Title VI of the Civil Rights Act of 1964 in <<INSTITUTION>>. Based on the results of the investigation, this office has concluded that <<INSTITUTION>> did violate the provisions of Title VI of the Civil Rights Act of 1964.

This office is responsible for enforcing Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq., and its implementing regulation, 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance from the Commission, and therefore, is subject to the requirements under Title VI.

Under the Title VI implementing regulation at 34 C.F.R. § 100.3(a), no person may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the ground of race, color, or national origin under any program to which the regulation applies. Racially based conduct that has such an effect and that consists of different treatment of students on the basis of race by a recipient's agents or employees, acting within the scope of their official duties, violates Title VI.

Because of the finding of non-compliance, <<INSTITUTION>> has been given 30 days to submit a corrective action plan to remedy the non-compliance with Title VI of the Civil Rights Act of 1964.

Thank you again for bringing this matter to our attention. If you need additional information, please contact me at (615) 741-7571.

Sincerely yours,

M. Scott Sloan, Esq.  
Title VI Coordinator

# APPENDIX IX

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
Alliance for Business and Training	04//15/11	08/13/14	\$776,249	NM	College Access Challenge Grant (CACG) Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TN College Access and Success Network (TCASN)	Elizabethton, TN	CACG	Federal	SR	O
Ayers Foundation, The	04//15/11	08/13/14	\$945,143	NM	CACG Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TCASN	Parsons, TN	CACG	Federal	SR	O
Knoxville Chamber of Commerce (The Partnership Initiatives)	04//15/11	08/13/14	\$904,080	NM	CACG Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TCASN	Knoxville, TN	CACG	Federal	SR	O
Oasis Center, The	04//15/11	08/13/14	\$1,527,661	NM	CACG Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TCASN	Nashville, NT	CACG	Federal	SR	O
Public Education Foundation	04//15/11	08/13/14	\$1,825,000	NM	CACG Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TCASN	Chattanooga, TN	CACG	Federal	SR	O
Southwest TN Development District	04//15/11	08/13/14	\$1,540,101	NM	CACG Sub-Grant for the Development of a statewide College Mentor Corps to Member non-profit organizations of the TCASN	Jackson, TN	CACG	Federal	SR	O
TN College Access and Success (TCASN) FY15 Outreach	11/05/14	06/30/16	\$125,000	NM	Expansion of the TCASN to include Implementation of Training Initiatives through the CACG Grant	Knoxville, TN	CACG	Federal	SR	O
XAP Corporation	04/29/11	05/01/10	\$1,196,456	NM	Transcript Services and Web Portal Outreach	Culver City, CA	CACG GUP	Lottery / Federal	V	NC

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
XAP Corporation Amendment One	04/29/11	05/01/11	\$2,392,912	NM	Transcript Services and Web Portal Outreach One Year Extension	Culver City, CA	CACG GUP	Lottery / Federal	V	NC Amend
XAP Corporation Amendment Two	04/29/11	05/01/12	\$3,364,368	NM	Transcript Services and Web Portal Outreach One Year Extension and Rate Reduction	Culver City, CA	CACG GUP	Lottery / Federal	V	NC Amend
XAP Corporation Amendment Three	04/29/11	05/01/13	\$4,289,368	NM	Transcript Services and Web Portal Outreach One Year Extension and Additional Services	Culver City, CA	CACG GUP	Lottery / Federal	V	NC Amend
XAP Corporation Amendment Four	04/29/11	05/01/14	\$5,214,368	NM	Transcript Services and Web Portal Outreach One Year Extension	Culver City, CA	CACG GUP	Lottery / Federal	V	NC Amend
XAP Corporation Amendment Five	04/29/11	10/31/15	\$5,851,868	NM	Transcript Services and Web Portal Outreach Six Month Extension and Conversion to New Vendor	Culver City, CA	CACG GUP	Lottery / Federal	V	NC Amend
TBR Co-Requisite Meetings	03/19/15	04/15/15	\$47,000	NM	Hosting Co-Requisite Remediation Academies through the Completion Innovation Challenge (CIC) Grant and Complete College Amercia (CCA)	Nashville, TN	CIC CCA	Other	SR	O
TBR Remediation Academies	09/01/14	12/31/14	\$81,000	NM	Funded through the CIC Grant by CCA TBR shall Host the Convening of TN faculty for Discussions Regarding Co-Requisite Remediation and Default Guided Pathways	Nashville, TN	CIC CCA	Other	V	O
John Gupton College Mortuary Science	01/16/15	06/30/15	\$24,375	NM	Contract Education (Contract ED) State Grant Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates for Mortuary Science Degree Program	Nashville, TN	Contract ED	State	V	O

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
Maryville College Optometry Program	01/16/15	06/30/15	\$10,300	NM	Contract ED Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates Optometry Degree Program	Maryville, TN	Contract ED	State	V	O
Meharry Conditional Grant Financial Aid Program	09/15/14	06/30/15	\$47,457	NM	Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates Medical Program	Nashville, TN	Contract ED	State	V	O
Meharry Medical and Dental Financial Aid Program	09/15/14	06/30/15	\$1,030,000	NM	Providing Access to Academic Programs at Private Colleges that are Limited or do not Exist at Public Colleges Medical and Dentistry Program	Nashville, TN	Contract ED	State	V	O
Southern College of Optometry	01/16/15	06/30/15	\$418,500	NM	Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates	Memphis, TN	Contract ED	State	V	O
Southern Regional Education Board Minority Doctoral Program and Minority Dissertation	08/15/14	06/30/15	\$225,000	NM	Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates	Atlanta, GA	Contract ED	State	V	O
Vanderbilt University Bridge Nursing	01/16/15	06/30/15	\$16,000	NM	Allows Students to Enroll in an Eligible Degree Program Offered in Another SREB State at In-State Tuition Rates Bidge Nursing Program	Nashville, TN	Contract ED	State	V	O

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
MTSU English Core to College Redesign Team	02/20/15	05/31/15	\$3,000	NM	Funded through the Rockefeller Philanthropy Associates for the Core to College initiative, faculty redesign teams will assess and align the K-12 Common Core State Standards to credit bearing, entry level courses in English and Math to create a more seamless transition from high school to college for Tennessee students.	Murfreesboro, TN	Core to College	Other - Rockefeller Philanthropy Associates	SR	O
NSCC English Core to College Redesign Team	01/23/15	05/31/15	\$3,000	NM	Funded through the Rockefeller Philanthropy Associates for the Core to College initiative, faculty redesign teams will assess and align the K-12 Common Core State Standards to credit bearing, entry level courses in English and Math to create a more seamless transition from high school to college for Tennessee students.	Nashville, TN	Core to College	Other - Rockefeller Philanthropy Associates	SR	O
TTU Math Core to College Redesign Team	01/23/15	05/31/15	\$3,000	NM	Funded through the Rockefeller Philanthropy Associates for the Core to College initiative, faculty redesign teams will assess and align the K-12 Common Core State Standards to credit bearing, entry level courses in English and Math to create a more seamless transition from high school to college for Tennessee students.	Cookeville, TN	Core to College	Other - Rockefeller Philanthropy Associates	SR	O
UT Martin Math Core to College Redesign Team	01/23/15	05/31/15	\$3,000	NM	Funded through the Rockefeller Philanthropy Associates for the Core to College initiative, faculty redesign teams will assess and align the K-12 Common Core State Standards to credit bearing, entry level courses in English and Math to create a more seamless transition from high school to college for Tennessee students.	Martin, TN	Core to College	Other - Rockefeller Philanthropy Associates	SR	O

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
UTC English Core to College Redesign Team	01/23/15	05/31/15	\$3,000	NM	Funded through the Rockefeller Philanthropy Associates for the Core to College initiative, faculty redesign teams will assess and align the K-12 Common Core State Standards to credit bearing, entry level courses in English and Math to create a more seamless transition from high school to college for Tennessee students.	Chattanooga, TN	Core to College	Other - Rockefeller Philanthropy Associates	SR	O
THEC/TDOE - Data Support	11/01/12	10/31/14	\$200,000	NM	Revenue Contract - Data Support and Reporting for CollegeforTN.org	Nashville, TN	Data Support	Revenue	NA	Rev
THEC/TDOE - Data Support Amendment One	11/01/12	10/31/14	\$336,000	NM	Revenue Contract - Data Support and Reporting for CollegeforTN.org	Nashville, TN	Data Support	Revenue	NA	Rev Amendment
Chattanooga State Each One, Reach One	07/15/13	06/30/15	\$120,000	NM	Diversity In Teaching (DiT) Grant Increasing the Number of Qualified Teachers from Underrepresented Groups Committed to Diversity as an Instructional Tool and Entering the Teaching Profession in Grades K-12 through Competitive Matched Funds	Memphis, TN	DiT FY14-15	State	SR	O
Lee University STEPS	08/15/13	06/30/15	\$120,000	NM	DIT Grant Increasing the Number of Qualified Teachers from Underrepresented Groups Committed to Diversity as an Instructional Tool and Entering the Teaching Profession in Grades K-12 through Competitive Matched Funds	Cleveland, TN	DiT FY14-15	State	SR	O
University of TN Chattanooga Each One, Reach One	07/15/13	06/30/15	\$120,000	NM	DIT Grant Increasing the Number of Qualified Teachers from Underrepresented Groups Committed to Diversity as an Instructional Tool and Entering the Teaching Profession in Grades K-12 through Competitive Matched Funds	Chattanooga, TN	DiT FY14-15	State	SR	O

**APPENDIX B.IX.A.2.  
THEC CONTRACTS FY15**

<b>NAME</b>	<b>BEG Date</b>	<b>END Date</b>	<b>Amount</b>	<b>M/NM/ WBE<sup>1</sup></b>	<b>DESCRIPTION OF SERVICES</b>	<b>LOCATION</b>	<b>PROGRAM</b>	<b>FUNDING</b>	<b>SR/V<sup>2</sup></b>	<b>C/NC/ O<sup>3</sup></b>
University of TN DiT Intern	07/15/13	06/30/15	\$120,000	NM		Knoxville, TN	DiT FY14-15	State	SR	O
Middle TN State University	02/15/10	12/31/14	\$1,763,823	NM	Implementing and Evaluating Replication of the UTeach Model of Secondary Teacher Preparation in Math and the Sciences	Nashville, TN	FTTT - UTeach	Federal	SR	O
University of TN	02/15/10	12/31/14	\$1,825,000	NM	Implementing and Evaluating Replication of the UTeach Model of Secondary Teacher Preparation in Math and the Sciences	Knoxville, TN	FTTT - UTeach	Federal	SR	O
Lipscomb University	06/15/12	06/30/14	\$1,199,880	NM	Providing Common Core Professional Development for IHE's and Teacher and Leader Preparation Programs	Nashville, TN	FTTT Common Core	Federal	SR	O
Lipscomb University - Amendment One	06/15/12	06/30/15	\$1,536,149	NM	Amendment One Extension of Term and Additional Funding for the FTTT Common Core Professional Development for IHE's	Nashville, TN	FTTT Common Core	Federal	SR	O
TN College Access & Success Network	07/01/12	12/31/14	\$2,445,201	NM	Expansion of the Tennessee College Access and Success Network through the Development and Implementation of Training Initiatives and a fall 2015 Statewide College Access and Success Conference	Nashville, TN	FY13-14 TCASN	Federal	SR	O
Graduate Memphis	08/01/12	09/30/15	\$32,500	M	Increasing Adult Latino Enrollment in Higher Education through the Graduate Memphis Initiative	Memphis, TN	FY13-16 LSS	Other (Lumina)	SR	N
TN Board of Regent	07/01/13	12/14/14	\$575,000	NM	Governor's Online Innovation Fund UT System for the Provision of Piloting Projects with Online Service Providers for Technology Approaches to Higher Education	Nashville, TN	FY14 Gov Online	State	SR	O
University of TN Knoxville	07/01/13	12/14/14	\$500,000	NM	Governor's Online Innovation Fund UT System for the Provision of Piloting Projects with Online Service Providers for Technology Approaches to Higher Education	Knoxville, TN	FY14 Gov Online	State	SR	O
Lipscomb University	04/01/14	12/31/14	\$271,174	NM	Development of Massive Open Online Course (MOOC)	Nashville, TN	FY14-15 MOOC	State	SR	O



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Lipscomb University		12/31/15	\$571,174	NM	MOOC Amendment One Extending Grant Contract One Year and Additional Funding	Nashville, TN	FY14-15 MOOC	State	SR	O
Public Education Foundation (PEF) Youth Summit	05/05/15	06/30/15	\$33,982	NM	Facilitating the Annual GEAR UP TN Youth Summit	Chattanooga, TN	GEAR UP	Federal	V	O
COBRO	01/15/13	12/31/17	\$466,458	W	GEAR UP TN CACG COMPASS Program Data Management and Evaluation Services	San Diego, CA	GEAR UP TN	Federal	V	N
CoBro Consulting	09/06/14	07/22/19	\$461,220	W	GEAR UP TN Grant External Evaluation	San Diego, CA	GEAR UP TN	Federal	V	C
DA GEAR UP TN	11/10/14	06/15/15	\$40,000	NA	Funding for GEAR UP TN Professional Services	RFP	GEAR UP TN	Federal	NA	DGA
MTSU GEAR UP TN Youth Summit	03/27/15	06/30/15	\$33,120	NM	Providing Facilities and Hosting for the GEAR UP TN Youth Summit	Murfreesboro, TN	GEAR UP TN	Federal	SR	O
NSC Student Tracker Outreach	04/12/15	04/11/18	\$7,500	NM	Student Tracker services for enrollment/academic achievement status for the Office of P-16 Initiatives	Herndon, VA	GEAR UP TN	Federal	V	NC
TN Financial Literacy Commission	08/01/13	07/31/15	\$60,000	NM	Conducting Summits in each Grand Division for Middle School Teachers on Literacy Curriculum	Nashville, TN	GEAR UP TN	Federal	GR	O
Walker and Associates 2013-18	04/29/13	04/28/18	\$1,063,000	WBE	Creation of a Broad Based Public Outreach Campaign to Encourage College Access	Memphis, TN	GEAR UP TN	Federal	V	N
National Center for Higher Education Management Systems (NCHEMS)	04/04/15	07/31/15	\$25,000	NM	Development of the Statewide Master Plan for TN Higher Education 2015-2025	Boulder, CO	Gov Online Innovation	State	V	NC
TBR Degree Compass	01/15/15	06/15/15	\$250,000	NM	Expansion and Implementation of the Degree Compass Program	Nashville, TN	Gov Online Innovation	State	SR	O
TBR MOOC Evaluation FY15	12/08/14	01/15/16	\$500,000	NM	Piloting Program to Evaluate Methods of Delivering Online Course Offerings for the Students of Tennessee	Knoxville, TN	Gov Online Innovation	State	SR	O

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UTK Center for Business and Economic Research (CBER) TN Promise Projections	12/17/14	03/31/15	\$44,250	NM	Preparation of the TN Promise Scholarship Participation Projections	Knoxville, TN	Gov Online Innovation	State	V	O
UTK MOOC Evaluation FY15	11/15/14	01/15/16	\$500,000	NM	Piloting Program to Evaluate Methods of Delivering Online Course Offerings for the Students of Tennessee	Nashville, TN	Gov Online Innovation	State	SR	O
UT CBER Transfer and Adult Re-Entry Technology	04/15/15	08/31/16	\$1,200,000	NM	Development of Software for the Reverse Transfer Program ,Forward Transfer, and the Adult Learner Portal	Knoxville, TN	Gov Online; CACG; Higher ED Access	State / Federal	V	O
AlumniFinder	07/20/15	08/31/15	\$55,290	NM	Funded through the Governor's Higher Education Access And Quality Fund of the "Drive To 55" Initiative, thee Adult Learner Outreach Project Is part of a Larger Program Aimed at Engaging Adults With Some Prior Enrollment at a TN College or University, but no Degree, to Return to Postsecondary Education	Fort Meyers, FL	Gov Spec Inuit	State	V	C
Chattanooga State Community College - SAILS FY15	07/01/14	06/30/15	\$2,450,000	O	Funded through the Governor's On-Line Innovation Initiatives the Seamless Alignment and Integration of Learning Support (SAILS) Provides Early Remedial Math Instruction to High School Seniors	Chattanooga, TN	Gov Spec Inuit	State	SR	
Roane State Community College	02/18/15	05/31/15	\$1,000	NM	SAILS English Content Development Team	Nashville, TN	Gov Spec Inuit	State	V	O

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TN Department of Education (TDOE) Core to College Mini Grants	10/14/14	09/30/15	\$159,317	NM	Administration of Eight Core to College Mini-Grants to Promote Sustainability of the P-16 Curriculum Councils Developed to aid K-12 and Postsecondary Sector Alignment to the Common Core State Standards	Nashville, TN	Gov Spec Inuit	State	SR	O
Walters State Community College	02/18/15	05/31/15	\$4,000	NM	SAILS English Content Development Team	Morristown, TN	Gov Spec Inuit	State	V	O
Anderson County School District	07/01/14	06/30/19	\$990,550	NM	Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Clinton, TN	GUP DS FY15-19	Federal	SR	O
Bradley County	07/01/14	06/30/19	\$838,125	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Cleveland, TN	GUP DS FY15-19	Federal	SR	O

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Campbell County Schools	07/01/14	06/30/19	\$913,125	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Jacksboro, TN	GUP DS FY15-19	Federal	SR	O
Claiborne County	07/01/14	06/30/19	\$738,400	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Tazewell, TN	GUP DS FY15-19	Federal	SR	O
Davidson County School System	07/01/14	06/30/19	\$2,764,740	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Nashville, TN	GUP DS FY15-19	Federal	SR	O
Grainger County	07/01/14	06/30/19	\$580,320	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Rutledge, TN	GUP DS FY15-19	Federal	SR	O

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Hardeman County	07/01/14	06/30/19	\$630,240	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Bolivar, TN	GUP DS FY15-19	Federal	SR	O
Haywood County Schools	07/01/14	06/30/19	\$542,800	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Brownsville, TN	GUP DS FY15-19	Federal	SR	O
Henderson County School System	07/01/14	06/30/19	\$612,500	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Lexington, TN	GUP DS FY15-19	Federal	SR	O
Johnson County School System	07/01/14	12/31/19	\$409,400	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Mountain City, TN	GUP DS FY15-19	Federal	SR	O
Robertson County Schools	07/01/14	06/30/19	\$624,000	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Springfield, TN	GUP DS FY15-19	Federal	SR	O

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Shelby County Schools	07/01/14	06/30/19	\$1,452,200	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Memphis, TN	GUP DS FY15-19	Federal	SR	O
Union County School System	07/01/14	06/30/19	\$517,500	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Maynardville, TN	GUP DS FY15-19	Federal	SR	O
Wayne County	07/01/14	06/30/19	\$397,900	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Waynesboro, TN	GUP DS FY15-19	Federal	SR	O

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McNairy County	07/01/14	12/31/19	\$775,775	NM	GEAR UP TN Direct-Service Site - Providing Direct Services to a Cohort Of Students, the Class of 2018, Beginning in the 7th Grade and Continuing through the Cohort's First Year of Postsecondary Education Selected through a Competitive Matched Grant RFP	Selmer, TN	GUP DS FY15-20	Federal	SR	O
National Council for Community and Education Partnerships (NCCEP) for the College and Career Readiness Evaluation Consortium (CCREC)	01/15/13	12/31/17	\$41,200	NM	Fostering collaboration among member GEAR UP states; demonstrating the impact of GEAR UP across local, state, and national levels of implementation; and building a culture of evidenced-based assessment and decision-making.	Washington, DC	GUP FY13- 18	Federal	SR	O
NCCEP for CCREC Amendment One	01/15/13	12/31/17	\$68,200	NM	Addition of a Data Repository	Washington, DC	GUP FY13- 18	Federal	SR	O
NCCEP for CCREC Amendment Two	01/15/13	12/31/17	\$73,200	NM	Addition of the Data Repository Annual Maintenance	Washington, DC	GUP FY13- 18	Federal	SR	O
Belmont University	04/15/14	12/31/14	\$70,707	NM	Improving Teacher Quality (ITQ) Grant providing Financial Support for Professional Development to Improve Teaching and Learning	Nashville, TN	ITQ FY14-15	Federal	SR	O
Lee University	01/01/14	12/31/14	\$74,660	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cleveland, TN	ITQ FY14-15	Federal	SR	O
Milligan College	01/15/14	12/31/14	\$62,221	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Milligan, TN	ITQ FY14-15	Federal	SR	O

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TN Technological University (Isbell)	02/15/14	12/31/14	\$69,931	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cookeville, TN	ITQ FY14-15	Federal	SR	O
TN Technological University (Pennycuff-Trent)	02/15/14	12/31/14	\$75,000	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cookeville, TN	ITQ FY14-15	Federal	SR	O
TN Technological University (Stepp)	02/15/14	12/31/14	\$74,966	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cookeville, TN	ITQ FY14-15	Federal	SR	O
University of Memphis	03/31/14	12/31/14	\$75,622	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Memphis, TN	ITQ FY14-15	Federal	SR	O
University of Memphis	03/31/14	12/31/14	\$58,371	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Memphis, TN	ITQ FY14-15	Federal	SR	O
University of TN Chattanooga	01/31/14	12/31/14	\$70,126	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Chattanooga, TN	ITQ FY14-15	Federal	SR	O
University of TN Chattanooga (Burgess)	01/31/14	12/31/14	\$52,688	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Chattanooga, TN	ITQ FY14-15	Federal	SR	O
University of TN Knoxville (Brown)	02/15/14	12/31/14	\$63,952	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Knoxville, TN	ITQ FY14-15	Federal	SR	O
University of TN Knoxville (Wolbers)	04/15/14	12/31/14	\$75,000	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Knoxville, TN	ITQ FY14-15	Federal	SR	O
APSU	01/01/15	12/30/16	\$68,705	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Clarksville, TN	ITQ FY15-16	Federal	SR	O



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Belmont - Middle School Math	01/01/15	12/30/16	\$37,230	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Nashville, TN	ITQ FY15-16	Federal	SR	O
ETSU - Middle School Math	01/01/15	12/30/16	\$37,497	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Johnson City, TN	ITQ FY15-16	Federal	SR	O
ETSU - Reaching for Excellence	01/01/15	12/30/16	\$37,500	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Johnson City, TN	ITQ FY15-16	Federal	SR	O
Lee University - Elementary Mathematics and Science Connection	01/01/15	12/30/16	\$37,290	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cleveland, TN	ITQ FY15-16	Federal	SR	O
Lee University - Knowledge through Real-World Problems	01/01/15	12/30/16	\$37,149	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cleveland, TN	ITQ FY15-16	Federal	SR	O
Lipscomb University - Geometry, Measurement, and Algebraic Thinking	01/01/15	12/30/16	\$37,192	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Nashville, TN	ITQ FY15-16	Federal	SR	O
Milligan College - Putting the Pieces Together	01/01/15	12/30/16	\$31,544	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Milligan, TN	ITQ FY15-16	Federal	SR	O
MTSU - Progressions, Assessment, and Content Knowledge	01/01/15	12/30/16	\$37,075	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Murfreesboro, TN	ITQ FY15-16	Federal	SR	O

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TTU (Baker) - Talking Sense:	01/01/15	12/30/16	\$37,499	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cookeville, TN	ITQ FY15-16	Federal	SR	O
TTU (Suters) - Computer Programming & Mathematics	01/01/15	12/30/16	\$37,500	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Cookeville, TN	ITQ FY15-16	Federal	SR	O
UoM - Middle School Math-Problem Solving	01/01/15	12/30/16	\$37,362	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Memphis, TN	ITQ FY15-16	Federal	SR	O
UTC	01/01/15	12/30/16	\$37,489	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Chattanooga, TN	ITQ FY15-16	Federal	SR	O
UTK - Math Literacy for English Language Learners	01/01/15	12/30/16	\$24,600	NM	ITQ Grant Providing Financial Support for Professional Development to Improve Teaching and Learning	Knoxville, TN	ITQ FY15-16	Federal	SR	O
Columbia State Community College	01/22/15	01/20/17	\$135,918	NM	Labor Education Alignment Program (LEAP) MAD About Technology (Mobile Applications Development Technologies)	Columbia, TN	LEAP	State	SR	O
Dyersburg State CC	01/22/15	01/20/17	\$850,000	NM	LEAP CPT (Certified Production Technician) Pathway to Advanced Manufacturing	Dyersburg, TN	LEAP	State	SR	O
Jackson State Community College - Jackson Regional Partnership	01/22/15	01/20/17	\$900,000	NM	LEAP Leap to Success - Learn. Experience. Advance. Partner.	Jackson, TN	LEAP	State	SR	O

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Nashville State Community College - Nashville Technology Council	01/22/15	01/20/17	\$850,000	NM	LEAP IT Pathway Collaborative	Nashville, TN	LEAP	State	SR	O
Nashville State Community College - North TN Workforce Board (LWIA8)	01/22/15	01/20/17	\$992,037	NM	LEAP Manufacturing and Mechatronics for Soldiers and Students (M2S2)	Nashville, TN	LEAP	State	SR	O
Roane State Community College - East TN Development District	01/22/15	01/20/17	\$970,000	NM	LEAP Advanced Manufacturing and Workforce Center (Phase 2)	Harriman, TN	LEAP	State	SR	O
Southwest TN Community College - Greater Memphis Alliance	01/22/15	01/20/17	\$743,500	NM	LEAP L.E.A.P. Memphis	Memphis, TN	LEAP	State	SR	O
TCAT Athens - Southwest TN Development District	01/22/15	01/20/17	\$946,280	NM	LEAP RAPP (Regional Apprenticeship Preparedness Program)	Athens, TN	LEAP	State	SR	O
TCAT Livingston - Upper Cumberland Human Resource Agency LWIA7	01/22/15	01/20/17	\$684,000	NM	LEAP Advanced Manufacturing/Industrial Maintenance/Mechatronics in the Upper Cumberland	Livingston, TN	LEAP	State	SR	O
TCAT Morristown - Smoky Mountains Area Workforce Board - Local Area 2	01/22/15	01/20/17	\$988,000	NM	LEAP Strengthening the Lakeway Links: Providing a Demand Driven Workforce Supply Chain	Morristown, TN	LEAP	State	SR	O
TCAT Pulaski	01/22/15	01/20/17	\$970,000	NM	LEAP Closing Gaps through Partnerships	Pulaski, TN	LEAP	State	SR	O
TCAT Shelbyville - South Central TN Development District	01/22/15	01/20/17	\$970,000	NM	LEAP Filling Gaps between Industry and Employees with Mfg Technology	Shelbyville, TN	LEAP	State	SR	O
National Student Clearinghouse	07/01/10	06/30/15	\$75,000	NM	Student Tracker Services for THEC and the State Public Higher Education Institutions	Herndon, VA	Lottery	State	V	NC

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Latino Memphis	08/01/12	09/30/15	\$439,776	M	Latino Student Success Grant for Mentoring Program Abriendo Puertas (Opening Doors) and Collaborative	Memphis, TN	LSS FY13-16	Other (Lumina)	SR	O
CAEL (Council for Adult Experiential Learning)	09/09/14	02/28/15	\$55,900	NM	Resources to further expand the Prior Learning Assessment (PLA) Initiative	Chicago, IL	PLA	Ford Foundation	V	NC
CAEL (Council for Adult Experiential Learning)	09/09/14	06/30/15	\$55,900	NM	Amendment One to Extend Contract through 06/30/2015 for the Resources to further PLA Initiative	Chicago, IL	PLA	Ford Foundation	V	NC
Walker and Associates	09/11/14	02/28/15	\$138,300	WBE	Funded through he Ford Foundation Grant Providing Marketing Services to further the PLA Initiative	Memphis, TN	PLA	Other	V	NC
Walker and Associates Amendment One	09/11/14	12/31/15	\$138,300	WBE	Amendment Required to Effectuate a No-cost Term Extension through 12/31/15 due to an Extension to the Ford Foundation Grant	Memphis, TN	PLA	Other	V	NC Amendment
Chattanooga State Community College SAILS English	02/27/15	06/30/15	\$113,000	NM	SAILS English Pilot Providing Early College Remedial Reading and Writing to High School Seniors	Chattanooga, TN	SAILS FY15	Gov Spec Inuit	SR	O
NSC Student Tracker High School Reporting	04/10/15	04/09/18	\$183,975	NM	Student Tracker services for the enrollment and academic achievement status of current and former students for each public high school in Tennessee	Herndon, VA	State	Lottery	V	NC

- 1 M - Minority  
NM - Non-Minority  
WBE - Woman Business Enterprise
- 2 SR - Subrecipient  
V - Vendor
- 3 C - Competitively Procured  
NC - Non-competitive Contract  
O - Other

# APPENDIX X

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

This Grant Contract, by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **Scope of Service Caption**, 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.#. **Specify the services & deliverables that the Grantee must provide as well as the technical specifications & delivery requirements that must be met (include sufficient detail to ensure accountability & definitive results). Do NOT include payment terms in the Scope.**

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment **Reference**, 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:  
**State Agency Billing Address**

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

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

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



Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

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

The State:

State Contact Name & Title  
State Agency Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

The Grantee:

Grantee Contact Name & Title  
Grantee Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration (“F&A”). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee’s name; (b) the Grant Contract’s Edison identification number, Term, and total amount; (c) a narrative section that describes the program’s goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency’s website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury (“Comptroller”) if during the Grantee’s fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [reference the Notice of Audit Report document] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee’s fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [reference the Notice of Audit Report document] shall complete Attachment [reference the Parent Child Information document]. 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.

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 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.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) 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. §§ 200.318—300.326 when procuring property and services under a federal award..

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- 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 be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement 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. 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 9-8-407.
- 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.

**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.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE**

**DATE**

**GRANTOR STATE AGENCY NAME:**

---

**NAME & TITLE**

**DATE**

**ATTACHMENT REFERENCE**

<b>GRANT BUDGET</b>				
<b>Additional Identification Information As Necessary</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: DATE END: DATE</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
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 REFERENCE**

**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>

**ATTACHMENT REFERENCE**

**Notice of Audit Report**

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

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

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

Grantee’s Edison Vendor ID Number:

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

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

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

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

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

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

# APPENDIX XI

Activity	Last	First Name	Job Title	ID	Start Date	Confirmation	Status	Short Name
HE-TitleVI-2015	Barcroft	Mike	PRG/AT 3-N	00108432	5/8/2015	1674644	COMP	Title VI W
HE-TitleVI-2015	Brown	Herbert	HE-HE P AN	00408961	5/8/2015	1674668	COMP	Title VI W
HE-TitleVI-2015	Carter	Lovella	EX SEC 2-N	00100182	5/8/2015	1674635	COMP	Title VI W
HE-TitleVI-2015	Collett	Ann	HE-INTAUD	00154193	5/8/2015	1674577	COMP	Title VI W
HE-TitleVI-2015	Collins	Crystal	THEC-FPAD	00163240	5/8/2015	1674663	COMP	Title VI W
HE-TitleVI-2015	Crittenden	James	THEC DPSAA	00143942	5/8/2015	1674647	COMP	Title VI W
HE-TitleVI-2015	Cullum	James	HE-FIS MGR	00154170	5/8/2015	1674691	COMP	Title VI W
HE-TitleVI-2015	Dandridge Johnson	Betty	AC AF AED	00127658	5/8/2015	1674666	COMP	Title VI W
HE-TitleVI-2015	Derrick	Katharine	HE-COM DR	00400065	5/8/2015	1674690	COMP	Title VI W
HE-TitleVI-2015	Dickson Wiley	Corsina	HE-A B A 3	00101021	5/8/2015	1674661	COMP	Title VI W
HE-TitleVI-2015	Douglas	Susan	HE-AA 4	00152981	5/8/2015	1674659	COMP	Title VI W
HE-TitleVI-2015	Feroze	Ahmed	HE-AA 4	00118696	5/8/2015	1674658	COMP	Title VI W
HE-TitleVI-2015	Freeman	Matthew	HE-HE P AN	00386769	5/8/2015	1674689	COMP	Title VI W
HE-TitleVI-2015	Gardner	Deborah	V EDU D	00117661	5/8/2015	1674631	COMP	Title VI W
HE-TitleVI-2015	Garvin	Richard	HE-ED & RS	00438888	5/8/2015	1674638	COMP	Title VI W
HE-TitleVI-2015	Gregg	Duane	RGL CR	00406638	5/8/2015	1674688	COMP	Title VI W
HE-TitleVI-2015	Harpool	Victoria	HE-AEDAA	00398654	5/8/2015	1674665	COMP	Title VI W
HE-TitleVI-2015	Hensley	Patricia	HE-FIS DR	00103278	5/8/2015	1674657	COMP	Title VI W
HE-TitleVI-2015	Higley	Otho	HE-OPEROF	00146143	5/8/2015	1674656	COMP	Title VI W
HE-TitleVI-2015	House	Emily	HE-LSSFARD	00101029	5/8/2015	1674680	COMP	Title VI W
HE-TitleVI-2015	King	Heather	HIGH EDISD	00155512	5/8/2015	1674660	COMP	Title VI W
HE-TitleVI-2015	Laphen	Mary	OUTREACH S	00412417	5/8/2015	1674684	COMP	Title VI W
HE-TitleVI-2015	Martin	Kimberly	LSA AST DR	00407895	5/8/2015	1674676	COMP	Title VI W
HE-TitleVI-2015	Mazumdar	Anamika	THEC-SISMG	00393662	5/8/2015	1674679	COMP	Title VI W
HE-TitleVI-2015	Morrison	Thomas	V EDU A ED	00122447	5/8/2015	1674630	COMP	Title VI W
HE-TitleVI-2015	Padgett	Rosie	HE-AA 4	00108446	5/8/2015	1674670	COMP	Title VI W
HE-TitleVI-2015	Purvis	Robert	EDUC SP 3	00104236	5/8/2015	1674632	COMP	Title VI W
HE-TitleVI-2015	Qualls	Carolyn	HE-L&A SP	00114287	5/8/2015	1674641	COMP	Title VI W
HE-TitleVI-2015	Rainey	Maryann	HE-PCIAD	00431970	5/8/2015	1674693	COMP	Title VI W
HE-TitleVI-2015	Sloan	Matthew	HE-GCALR	00137695	5/8/2015	1674669	COMP	Title VI W
HE-TitleVI-2015	Vaughan	Lindsey	THEC DPACD	00347713	5/8/2015	1674642	COMP	Title VI W
HE-TitleVI-2015	Walker	Blake	HE-D MG SP	00389635	5/8/2015	1674678	COMP	Title VI W
HE-TitleVI-2015	Warren	Teresa	PSA T ED S	00145201	5/8/2015	1674653	COMP	Title VI W
HE-TitleVI-2015	Watts	Katherine	OUTREACH S	00396713	5/8/2015	1674686	COMP	Title VI W
HE-TitleVI-2015	Wiley	Eboni	HE-IO	00138930	5/8/2015	1674652	COMP	Title VI W
HE-TitleVI-2015	Witter	Wayne	THEC ERS	00368350	5/8/2015	1674650	COMP	Title VI W
HE-TitleVI-2015	Bellard Chase	Stephanie	PSA A ED	00106234	5/8/2015	1674637	COMP	Title VI W
HE-TitleVI-2015	Bodie	Leigh Ann	THEC-ADCAI	00365280	5/8/2015	1674687	COMP	Title VI W
HE-TitleVI-2015	Brice	Erica	THEC ERS	00382830	5/8/2015	1674649	COMP	Title VI W
HE-TitleVI-2015	Cockerham	Peggy	HE-IO	00389056	5/8/2015	1674636	COMP	Title VI W
HE-TitleVI-2015	Cunningham	Ronald	HE-IO&LA	00142064	5/8/2015	1674651	COMP	Title VI W
HE-TitleVI-2015	Deaton	Steven	HE-AEDFA	00120265	5/8/2015	1674655	COMP	Title VI W
HE-TitleVI-2015	Deupree	Mary	EDUC SP 3	00411233	5/8/2015	1674694	COMP	Title VI W
HE-TitleVI-2015	Dunn	Melinda	ASA 3-N	00130617	5/8/2015	1674697	COMP	Title VI W
HE-TitleVI-2015	Evora	Karina	GRAD A-N	00449824	5/8/2015	1674682	COMP	Title VI W
HE-TitleVI-2015	Gandara	Denisa	EDUC SP 3	00411221	5/8/2015	1674695	COMP	Title VI W
HE-TitleVI-2015	Gentile	Steven	THEC-FPRD	00418694	5/8/2015	1674662	COMP	Title VI W
HE-TitleVI-2015	Gibson	Jessica	THEC PPR	00114181	5/8/2015	1674674	COMP	Title VI W
HE-TitleVI-2015	Gorbunov	Alexander	LSA R DIR	00363867	5/8/2015	1674673	COMP	Title VI W
HE-TitleVI-2015	Grant	James	THEC-AEDP	00110286	5/8/2015	1674683	COMP	Title VI W
HE-TitleVI-2015	Hall	Shateara	GRAD A-N	00439754	5/8/2015	1674675	COMP	Title VI W
HE-TitleVI-2015	Hawkins	James	THEC PPR	00336849	5/8/2015	1674681	COMP	Title VI W

HE-TitleVI-2015	Jennings	Shauna	HE-IO	00388870	5/8/2015	1674639	COMP	Title VI W
HE-TitleVI-2015	Johnston	Curtis	THEC EWADR	00420420	5/8/2015	1674672	COMP	Title VI W
HE-TitleVI-2015	Klar	Alfred	EDUC SP 3	00397608	5/8/2015	1674633	COMP	Title VI W
HE-TitleVI-2015	Kouadio	Diby	HE-R&SA	00163791	5/8/2015	1674648	COMP	Title VI W
HE-TitleVI-2015	Lamere	Samantha	HE-HE P AN	00437235	5/8/2015	1674692	COMP	Title VI W
HE-TitleVI-2015	Lennartz	Courtney	GRAD A-N	00436376	5/8/2015	1674667	COMP	Title VI W
HE-TitleVI-2015	Ness	Erik	HE-HE PA	00411089	5/8/2015	1674696	COMP	Title VI W
HE-TitleVI-2015	Phillips	Henry	THEC DPACD	00407989	5/8/2015	1674646	COMP	Title VI W
HE-TitleVI-2015	Robertson	Paul	HE-HE P AN	00357146	5/8/2015	1674664	COMP	Title VI W
HE-TitleVI-2015	Stevenson	Melissa	HE-AA 4	00109091	5/8/2015	1674654	COMP	Title VI W
HE-TitleVI-2015	Todd	Latonya	HE-DPSADMA	00121685	5/8/2015	1674643	COMP	Title VI W
HE-TitleVI-2015	Wendell Wright	David	THEC-SPO	00157585	5/8/2015	1674671	COMP	Title VI W
HE-TitleVI-2015	Woodruff	Julie	HE-PSAEXDR	00161912	5/8/2015	1674645	COMP	Title VI W
HE-TitleVI-2015	Dufresne	Randall	IRSS 2*	00444987	5/8/2015	1674578	COMP	Title VI W

**Title VI Compliance Training**  
**Tennessee Student Assistance Corporation**  
**Tennessee Higher Education Commission**

**Purpose of training**

This training is provided to ensure that all management and staff are aware of the provisions of Title VI of the Civil Rights Act of 1964, and the minimum requirements to be in compliance with its rules and regulations.

**What is Title VI?**

Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d) states, in part:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Civil Rights**

Civil Rights are enforceable rights or privileges guaranteed by the U.S. Constitution. For example, the 14<sup>th</sup> Amendment guarantees the rights of due process and equal protection, while the 15<sup>th</sup> Amendment provides for the right to vote regardless of race or color. The violation of these and other fundamental rights may give rise to a cause of action for injury.

**Discrimination** occurs when an individual's civil rights are denied or interfered with because of their membership in a particular group or class.

**Disparate treatment discrimination vs. Disparate impact discrimination**

- Disparate treatment is the practice of intentionally dealing differently with persons because of their race, sex, national origin, age, or disability. A claim of disparate treatment must show that the defendant acted with intent or motive to discriminate.
- Disparate impact is the adverse effect of a practice that is not intended to discriminate but nevertheless results in discrimination against persons because of their race, sex, national origin, age, or disability and is not justified by business necessity.

**Overview of Civil Rights in the United States**

- 1954 – Brown v. the Board of Education of Topeka, Kansas: The U.S. Supreme Court Rules that segregation in public schools is unconstitutional.
- 1955-56 – Montgomery Bus Boycott: Rosa Parks refuses to give up her seat at the front of the “colored section” of a bus to a white passenger, defying a southern custom of the time. In response to her arrest the Montgomery black community launches a bus boycott, which results in the buses becoming desegregated Dec. 21, 1956.
- 1957 – Little Rock Arkansas Central High School: Nine black students are blocked from entering formerly all-white Central High School upon the orders of Governor. President Eisenhower sends federal troops to intervene on behalf of the students, who become known as the “Little Rock Nine.”

- 1961 “Freedom Rides” organized by the Congress of Racial Equality (CORE) to expose illegal segregation practices on Interstate bus or train travel.
- 1962 United Farm Workers Union established to for protest working conditions and civil rights for Mexican Americans
- 1963 – Martin Luther King delivers his famous “I Have a Dream” speech in Washington D.C.
- 1964 – The 24th Amendment is passed, abolishing the poll tax, which had been instituted in 11 southern states after Reconstruction to make it difficult for poor blacks to vote.
- 1964 – President Johnson signs the Civil Rights Act of 1964. The Act prohibits discrimination of all kinds based on race, color, religion, or national origin.

#### **For Title VI to Apply:**

- The program or agency must be located within the United States.
- The program or agency must provide a service.
- The program or agency must receive direct (recipient) or indirect (sub-recipient) federal funding or assistance. (Federal financial assistance includes, but is not limited to block/research grants, student financial aid, training, use of equipment.)

#### **What constitutes a program or activity?**

- A department, agency or other instrumentality of a state or local government, or
- The entity of such a state or local government that distributes assistance and each department or agency to which assistance is extended.

#### **Tennessee’s Title VI Law**

In 1993, the State of Tennessee became the first state to pass legislation for the enforcement of Title VI compliance in all of its departments, programs, agencies.

The Tennessee Human Rights Commission is an independent state agency charged with preventing and eradicating discrimination based on race, color, religion, national origin, gender, disability, and age.

#### **Tennessee Code Annotated § 4-21-904**

“It is a discriminatory practice for any state agency receiving federal funds making it subject to Title VI of the Civil Rights Act of 1964, or for any person receiving such federal funds from a state agency, to exclude a person from participation in, deny benefits to a person, or to subject a person to discrimination under any program or activity receiving such funds, on the basis of race, color, or national origin.”

#### **Tennessee Attorney General’s Opinion No. 92.47**

*Question:* Are state agencies, local government entities, private and non-profit corporations that receive direct or indirect federal assistance subject to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987?



*Opinion:* Yes. State and local agencies or corporations which receive federal financial assistance ARE subject to the restrictions of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

Sub-recipients are also required to comply with Title VI of the Civil Rights Act of 1964, when federal funds are passed from a recipient to a sub-recipient.

### **Prohibited Practices Under Title VI**

- Denying any individual services, opportunities, or other benefits for which that individual is otherwise qualified
- Providing any service or benefit in a different manner from that which is provided to others in a program because of race, color, or national origin
- Segregating service recipients solely because of race, color, or national origin
- Restricting access to program services or benefits because of race, color, or national origin
- Adopting methods of administration which would limit participation by any group of recipients or subject them to discrimination
- Addressing an individual in a manner that denotes inferiority because of race, color, or national origin
- Title VI does not apply to Employment, except where the purpose of the federal assistance is to provide employment

### **Key to Title VI Compliance**

Ensure that service recipients receive equal treatment, equal access, equal rights, and equal opportunities without regard to their race, color, or national origin, including Limited English Proficiency (LEP).

### **Limited English Proficient (LEP)**

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

These individuals may be entitled to language assistance with respect to a particular type or service, benefit, or encounter.

### **LEP Requirements**

Recipients and sub-recipients of federal assistance are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Four factors that should be considered:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available to the grantee/recipient or agency, and costs.

**LEP Policy**

TSAC / THEC will take reasonable steps to ensure that persons with Limited English Proficiency have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. Language assistance will be provided through the best means available to TSAC / THEC, including use of competent bilingual staff, staff interpreters, formal arrangements with organizations providing interpretation, or translation services or technology and telephonic interpretation services. TSAC / THEC will regularly review the implementation of this policy and these procedures and update as necessary.

**Non-Discrimination Policy Statement**

TSAC's / THEC's commitment to both good government and equitable treatment of our employees and prospective employees requires that we present this policy statement to display our commitment to the fullest. Employees are our most valuable resource. Our policy is equal employment opportunity for all present and prospective employees regardless of race, color, sex, national origin, religion, age, physical or mental disability, or veteran status except that veteran's preference will be given as provided by applicable state law. It is our intention to remain in complete compliance with Title VI, Title IX, and ADA regulations. In addition, as required by state regulations, we continue to maintain an Affirmative Action Plan to help us achieve our goal of equal employment opportunity for all. This includes the development of specific goals, timetables, and implementation plans for each fiscal year. These policies apply to all personnel actions including, but not limited to, access to facilities, recruiting, hiring, classification, compensation, benefits, promotions, transfers, layoffs, recalls from layoffs and educational, social, and recreational programs of this agency. The Compliance Administrator has overall responsibility for implementation and monitoring of all policies regarding non-discrimination. Please refer any questions or concerns to supervisors, the Compliance Administrator, or the Human Resources Director. You may also contact the Executive Director. We expect full cooperation of all management, supervisors, and other employees with these non-discrimination policies.

**To report a Title VI violation or complaint, please contact:**

Title VI Coordinator  
Darolyn Porter  
404 James Robertson Parkway  
Suite 1510, Parkway Towers  
Nashville, TN 37243  
1-800-342-1663  
1-615-253-7472  
darolyn.porter@tn.gov

or

TSAC/THEC Human Resources Director  
Laura Stewart  
404 James Robertson Parkway  
Suite 1900, Parkway Towers  
Nashville, TN 37243  
1-615-532-8251  
laura.stewart@tn.gov

Questions (bolded are correct answers):

1. Compliance under Title VI of the Civil Rights Act does not pertain to discrimination based on:
  - Race
  - Color
  - **Gender**
  - National origin
  
2. Disparate treatment discrimination is where the discriminatory practice is found to be based on intent.
  - **True**
  - False
  
3. Disparate impact discrimination can take place where the behavior results in a discriminatory impact to persons based on race even though no such discrimination is intended.
  - **True**
  - False
  
4. The Civil Rights Act of 1964 was signed by which President?
  - John Kennedy
  - Woodrow Wilson
  - **Lyndon Johnson**
  - Abraham Lincoln
  
5. For Title VI to apply to a state agency, the agency must be:
  - Providing services to individuals in poverty
  - A 501(c)(3) / non-profit
  - A direct recipient of federal funding
  - **Either a direct or indirect recipient of federal funding**
  
6. Which of the following is NOT an example of a prohibited practice under Title VI:
  - Denying any individual services for which he/she is qualified

- **Denying employment to a qualified individual who belongs to a protected class under the Civil Rights Act**
- Administering a program which limits participation by any group of recipients or subjects them to discrimination
- Addressing an individual in a manner that denotes inferiority because of race, color, or national origin.

7. Under a Limited English Proficient (LEP) policy agencies that are direct recipients of federal funding must take steps to ensure that all non-English speaking persons receive the same access to program benefits.

- True
- **False**

# APPENDIX XII

## **2015 Diversity in Teaching Advisory Committee**

Gloria R. Gammell, Ed.D.  
*University of Tennessee*

Patrice Watson (DOE)\*  
*Tennessee Department of Education*

Patrick L. Meldrim  
*TN. Independent Colleges & Univ. Association*

Latonya Todd (THEC)\*  
*Tennessee Higher Education Commission*

Kim Martin  
*Tennessee Higher Education Commission*

Deanna Morris-Stacey, M.Ed.  
*Tennessee Board of Regents*

\*Denotes Minority

## 2015 Improving Teacher Quality Advisory Committee

Wendy Blackmore  
*Tncollegeaccess*

Kate Derrick  
*Tennessee Higher Education Commission*

Scott Eddins  
*Tennessee State Board of Education*

Gloria Gammell  
*University of Tennessee*

Victoria Harpool  
*Tennessee Higher Education Commission*

Karen Babbs Hollett  
*Tennessee Department of Education*

Emily House  
*Tennessee Higher Education Commission*

India Lane  
*University of Tennessee*

Kenyatta Lovett\*  
*Tennessee Board of Regents*

Patrick L. Meldrim  
*Tennessee Independent Colleges and Universities Association*

Deanna Morris-Stacey  
*Tennessee Board of Regents*

Latonya Todd\*  
*Tennessee Higher Education Commission*

Patrice Watson\*  
*Tennessee Department of Education*

Brad Windley  
*Citizen Representative*

*\*Denotes Minority*

# COMMITTEE ON POSTSECONDARY EDUCATIONAL INSTITUTIONS

August 11, 2015

1. Ms. Denise Bentley\*  
Statewide Coordinator, Tennessee Youth Court Program at Tennessee Bar Association
2. Ms. Vicki Burch  
President/Owner, West Tennessee Business College
3. Mr. Miles Burdine  
President and CEO, Kingsport Chamber of Commerce
- 4-5. Dr. Russ Deaton  
Interim Executive Director, Tennessee Higher Education Commission  
Interim Executive Director, Tennessee Student Assistant Corporation
6. Mr. Bill Faour  
Director/Owner, Chattanooga College Medical, Dental and Technical Careers
7. Mr. Larry Griffin  
President, Mid-South Christian College
8. Mr. Gaylon Hall  
Director Emeritus, William R. Moore College of Technology
9. Commissioner John A. Keys\*  
Former Commissioner of Veteran Affairs, State of Tennessee
10. Mrs. Lethia Swett Mann\*  
Vice President Loan Administration, Nashville Minority Business Development Loan Fund, Inc.
11. Dr. Kittie Myatt  
Chair of Psychology Department, Argosy University – Nashville
12. Mr. Steve South  
President/Owner, South College
13. Dr. Earlie Steele\*  
Former Assistant Professor and Supervisor of Special Education for Student Teachers,  
Fisk University

\*Denotes Minority