



Fiscal Review Committee

Contract #: 46338

Tracking #: 33145-00116

1. Summary Memo
2. Supplemental Documentation Form
3. Amendment Request Form (approved by CPO on 3/1/18)
4. Original Contract
5. Edison Query of Current Expenditures
6. Proposed Amendment 1
7. Supplemental Information on Contract Progress and Proposed Next Steps



BILL HASLAM
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
NINTH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

CANDICE MCQUEEN
COMMISSIONER

SUBMITTED VIA ELECTRONIC MAIL

TO: Fiscal Review Committee
FROM: Candice McQueen, Commissioner
DATE: 3/23/18
RE: Request to appear before the fiscal review committee regarding non-competitive contract amendment for agency tracking #33145-00116

Please consider the enclosed request for a no cost contract extension with The New Teacher Project, Inc. This contract was originally procured through a formal competitive request for proposals with the goal of ensuring effective leadership in all Career and Technical Education (CTE) classrooms. The contractor provides professional development to regional CTE CORE consultants and CTE directors on coaching and mentoring CTE educators. By developing instructional leadership at the local level, school districts are able to effectively manage CTE teacher development, building capacity and sustainability over time. This contract has seen great benefits for teacher instruction, by revealing pilot teachers show a higher rate of growth in certain areas of the Tennessee Educator Acceleration Model (TEAM) evaluation than their peers.

The purpose of this amendment is to extend the contract through the end of the year and add the extension clause, with no change in maximum liability. An extension is needed in order to have the contractor finalize a transition plan for this work, which involves planning for sustainability among CTE coach pilot districts, CTE CORE consultants, and department staff. In addition, this extension will allow the vendor to build a multi-module blended learning experience in partnership with career cluster program managers to support teachers in using the draft instructional materials to develop learning experiences and student learning outcomes that begin to exemplify the Vision of Excellent CTE Instruction. This deliverable will add value to all teachers, not just the pilot teachers. Due to recent turnovers among CTE CORE consultants and department staff, it will take additional time to ensure that the department and districts are prepared to continue this important work after the contract ends.

Thank you for your consideration.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Joanna Collins	*Contact Phone:	(615) 770-3869		
*Presenter's name(s):	Joanna Collins, Kesha DeJarnett, Bobby Sanborn, Elizabeth Fiveash, Annie Freeland				
Edison Contract Number: <i>(if applicable)</i>	46338	RFS Number: <i>(if applicable)</i>	33145-00116		
*Original or Proposed Contract Begin Date:	July 1, 2015	*Current or Proposed End Date:	December 31, 2018		
Current Request Amendment Number: <i>(if applicable)</i>	01				
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 30, 2018				
*Department Submitting:	Education				
*Division:	College, Career and Technical Education				
*Date Submitted:	3/23/18				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	The New Teacher Project, Inc.				
*Current or Proposed Maximum Liability:	\$2,850,331.07				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 16	FY: 17	FY: 18	FY: 19	FY	FY
\$950,110.36	\$950,110.36	\$475,055.18	\$475,055.17	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 16	FY: 17	FY: 18	FY:	FY	FY
\$950,110.36	\$950,110.36	\$388,218.79	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	\$2,850,331.07
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The projected costs for this RFP were \$2,900,000 over three years. The cost was determined through research completed by the division of CTE in preparation for the RFP.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		The vendor was originally selected through an RFP and an extension is needed so that the vendor can finalize a transition plan for this work. This includes a plan for sustainability among Career Technical Education (CTE) coaching pilot districts, CTE core consultants, and department staff. A non-competitive amendment is appropriate to allow the current vendor to complete work that is already underway.	

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

<p>APPROVED</p> <p>Cooper N. Gallimore for Michael F. Perry</p> <p>Digitally signed by Cooper N. Gallimore for Michael F. Perry DN: cn=Cooper N. Gallimore for Michael F. Perry, o=CPO, ou, email=Cooper.Gallimore@tn.gov, c=US Date: 2018.03.01 14:32:52 -06'00'</p>	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	33145-00116
1. Procuring Agency	Department of Education
2. Contractor	TNTP (The New Teacher Project)
3. Edison contract ID #	46338
4. Proposed amendment #	01
5. Contract's Original Effective Date	July 1, 2015
6. Current end date	June 30, 2018
7. Proposed end date	December 31, 2018
8. Current Maximum Liability or Estimated Liability	\$ 2,850.331.07
9. Proposed Maximum Liability or Estimated Liability	\$ 2,850,331.07
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<p>13. Explain why the proposed amendment is needed</p> <p>The contract was originally selected through an RFP. The department would like to extend the contract period with TNTP in order to have the contractor finalize a transition plan for this work, which involves planning for sustainability among CTE coaching pilot districts, CTE core consultants, and department staff. Due to recent turnovers among CTE CORE consultants and department staff, it will take additional time to ensure that all stakeholders are prepared to continue this important work after the contract ends.</p>	

Agency request tracking #	33145-00116
<p>The amendment will extend the contract through the end of the year and add the extension clause, but no additional funds will be needed. There is ample funding left on the contract to cover the work completed during the extension.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>N/A</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p>Candice McQueen_jc</p>  <p>Digitally signed by Candice McQueen_jc DN: cn=Candice McQueen_jc, o, ou=TN Department of Education, email=joanna.collins@tn.gov, c=US Date: 2018.02.28 15:51:32 -06'00'</p>	



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date July 1, 2015	End Date June 30, 2018	Agency Tracking # 33145-00116	Edison Record ID 46338
Contractor Legal Entity Name The New Teacher Project, Inc.			Edison Vendor ID 130932

Goods or Services Caption (one line only)
Professional Development on Coaching and Mentoring CTE Educators

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA # 84.048
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$0.00	\$950,110.36	\$0.00	\$0.00	\$950,110.36
2017	\$0.00	\$950,110.36	\$0.00	\$0.00	\$950,110.36
2018	\$0.00	\$950,110.35	\$0.00	\$0.00	\$950,110.35
TOTAL:	\$0.00	\$2,850,331.07	\$0.00	\$0.00	\$2,850,331.07

Contractor Ownership Characteristics:

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

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

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

Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

Competitive Selection Request for Proposals

Other

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

Chris Fly 6/18/15

Speed Chart (optional) ED00000203	Account Code (optional) Various
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S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number		33145-00116						
Edison ID		46338						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2016	331450000	ED00000203	433200	70803000	25000	ED00000RA15ABV15	84.048	\$25,000.00
2016	331450000	ED00000203	433200	70899000	25000	ED00000RA15ABV15	84.048	\$925,110.36
2017	331450000	ED00000203	433200	70803000	25000	ED00000RA15ABV15	84.048	\$25,000.00
2017	331450000	ED00000203	433200	70899000	25000	ED00000RA15ABV15	84.048	\$925,110.36
2018	331450000	ED00000203	433200	70803000	25000	ED00000RA15ABV15	84.048	\$25,000.00
2018	331450000	ED00000203	433200	70899000	25000	ED00000RA15ABV15	84.048	\$925,110.35
TOTAL								\$2,850,331.07



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
THE NEW TEACHER PROJECT, INC.**

This Contract, by and between the State of Tennessee, Department of Education ("State") and The New Teacher Project, Inc. ("Contractor"), is for the provision of Professional Development on Coaching and Mentoring CTE Educators, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Non-Profit Corporation
Contractor Place of Incorporation or Organization: New York, NY
Contractor Edison Registration ID # 0000130932

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this contract. The State will document in writing the reason(s) for any rejection of personnel.
- A.3. For purposes of this Contract, the following definitions apply:
- a. **Career and Technical Education (CTE):** Term applied to schools, institutions, and educational programs that specialize in the skilled trades, applied sciences, modern technologies, and career preparation.
 - b. **CTE Career Clusters:** Tennessee's career clusters are organized into 16 broad categories that encompass virtually all occupations from entry through professional levels and are aligned with the U.S. Department of Education's structure of CTE. Career clusters identify the knowledge and skills needed to follow a pathway toward career goals and provide a context for exploring the many occupational options available. Note that each cluster is divided into different pathways that are grouped by the knowledge and skills required for occupations in these career fields.
 - c. **CTE CORE Consultants:** State staff in the division of CTE who serve in Centers of Regional Excellence (CORE) in each of the eight regions in Tennessee.
 - d. **CTE Directors:** Educators within an LEA in charge of the management of all CTE programs and teachers for their LEA.
 - e. **CTE Director Meeting:** Four quarterly meetings (July, October, February, and April) where CTE Directors convene from across the state to participate in a full day of professional development (typically held in Nashville from 9a.m.-5 p.m.) For a list of CTE Director meeting locations and average attendee numbers, see Attachment A.
 - f. **CTE Director Training Tool:** An online or written manual to teach CTE Directors who may have been hired after the start of the year to catch up with content provided in professional development.
 - g. **CTE Teachers:** Educators who teach within the CTE curriculum.
 - h. **Event materials:** Event materials are materials of electronic or hard copy nature such as agendas, lesson plan templates, PowerPoint presentations, name tags, customized notebooks, flip charts, markers, pens, signage etc.



- i. **Facilitator:** Person who leads professional development sessions, in the regional study councils this will be the CTE CORE consultant with assistance from the contractor.
 - j. **Local Education Agency (LEA):** Synonym for a school district, an entity which operates local public primary and secondary schools.
 - k. **Logistics:** The management of the flow of resources between the point of origin and the point of consumption in order to meet requirements. Resources managed in logistics can include physical items, such as, materials, equipment, and staff, as well as abstract items, such as time and information.
 - l. **Facilitator Manual:** Binders, online modules and printouts, associated with monthly training of Career and Technical Education CORE Consultants. There will be a facilitator manual for each year of the funding.
 - m. **Participant Manual:** Binders, online modules and printouts, associated with monthly training of Career and Technical Education directors and teachers. There will be a participant manual for each year of the funding.
 - n. **Printing and Copying:** Costs associated with printing materials for training
 - o. **Project Plan:** A document that lists out in detail the plan for the implementation, execution, and management of a project.
 - p. **Regional CTE Director Study Councils:** CTE Directors meet regionally each month (with the exception of July, October, February, and April) for a study council. This study council serves as a two- four hour meeting to provide professional development to CTE Directors. Tennessee is divided into eight regions (First TN, East TN, Upper Cumberland, Mid Cumberland, Southeast, South Central, Northwest, and Southwest). For a list of training locations and average number of attendees, see Attachment A.
 - q. **Supplies:** paper, pens, pencils, chart paper, markers, nametags, etc. All supplied associated with providing training for Career and Technical Education directors and teachers.
 - r. **TEAM rubric:** Teacher Educator Acceleration Model (TEAM) the rubric used for evaluating teacher instruction in Tennessee.
 - s. **Training events:** In person or virtual sessions where the work of the project will be done. These are professional development sessions to deliver the content of this project.
 - t. **Transition plan:** A plan of action to allow for the Tennessee department of education to take over the work of this professional development project. This transition plan should allow for the department to ease into ownership and implementation of this work such that by the end of the third year there is a seamless transition.
- A.4. The Contractor shall prepare, for State approval, an annual project plan detailing every event outlined in the scope of services, for all events to be used by the State to assure timely completion of tasks as scheduled.
- a. The annual project plan must describe all activities related to the development, implementation, and management of each item as listed in the scope of services, including each stage of production including all timelines and establishing deadlines.
 - b. The project plan must include timeline and process to train eight CTE CORE regional consultants to lead the monthly regional study councils and creating specific development manuals that contain content coupled with sections that are customizable by CORE consultants to be able to facilitate regional study council sessions. This training must occur prior to the first regional study council in September of each year.



- c. The initial project plan shall be submitted to the State for approval 30 days after execution of this Contract. The State will respond within a maximum of 10 business days. Collaboration between the Contractor and the State must result in a final project plan no later than 15 business days following first submittal of the project plan.
 - d. A final project plan for this Contract shall be completed and have State approval within 55 days of execution of this Contract. Any changes to the plan shall require prior approval of the State.
 - e. Subsequent annual project plans must be approved and received by the State no later than May 1 prior to the effective fiscal year.
 - f. The final year of the project, a transition plan will need to be created and submitted in addition to the project plan. This transition plan will detail how the contractor will assist the state in taking ownership in all materials and professional development for a seamless transition.
- A.5. The Contractor shall provide a point of contact person for copying printing, delivery and distribution of all event materials. The contractor is responsible for all printing and copying costs associated with event materials.
- A.6. The Contractor shall provide the following professional development services as requested by the State.
- a. Create and document a vision for excellent CTE Instruction to focus a scope and sequence that will build instructional leadership in CTE CORE consultants, career cluster consultants, and CTE directors. The vision should focus on developing CTE teachers instructionally and should align with the instructional rubric for the Tennessee Educator Acceleration Model (TEAM).
 - b. Create a written scope and sequence as a part of the annual project plan for monthly Regional CTE Director Study Councils during the academic year in order to build instructional leadership expertise for key state-level personnel. This should be a thorough plan complete with monthly topics and agendas for regional CTE Director Study councils.
 - c. Complete CTE CORE Consultant training. Train eight CTE CORE regional consultants to lead the monthly Regional CTE Director Study Councils and creating specific facilitator manuals and participant manuals that contain CTE content coupled with sections that are customizable by CORE consultants to be able to facilitate regional study council sessions. Participant manuals will include core skills within the TEAM rubric that will lead to rapid growth in teacher development, ensuring teacher mastery of fundamental skills such as questioning, problem solving, critical thinking and academic feedback, before moving on to more advanced skills. Training must occur prior to the first regional study council in September of each year and will be located in Nashville. The training must be inclusive of all manuals and developmental tools, presentations, participant and facilitator manuals, and handouts which will be required for the CTE CORE consultants to lead through Regional CTE Director Study Councils. Contractor will model effective facilitation of this professional development.
 - d. Train CTE directors to create professional development plans that provide CTE teachers with sufficient practice of core skills along with targeted assessment, coaching, and feedback on their development. Training occurs monthly through Regional CTE Director Study Councils and the contractor will model effective professional development. For a list of training locations and average attendee numbers, see Attachment A.
 - e. Assist the CTE CORE consultants and the State in creating professional development resources, such as sample activities and instructional strategies at the teacher, school and school system level to respond to trends in student and teacher-level data as a part of the regional CTE Director study councils and specifically identified in the transition plan.



- f. Create a CTE Director Training tool whether online or written (such as a manual) to be : to address turn over in CTE directors. This tool should be designed to bring a new CTE director up to speed by giving them modules and resources to participate in on their own, such that a sustainable plan to train new CTE directors along with those receiving yearly training is in place. This tool will allow a new CTE Director to catch up on content they may have missed in regional CTE Director Study Councils.
 - g. Provide statewide training for CTE directors in execution of the teacher development model in conjunction with the fall, winter, spring, and summer CTE Director Meetings.
 - h. Recommend scope and sequence created in partnership with the division of CTE for monthly regional CTE Director Study councils in order to build upon and sustain the momentum from 2015-16. This should be a thorough plan complete with monthly topics and agendas for regional CTE Director Study councils.
 - i. Recommend scope and sequence created in partnership with the division of CTE for monthly regional study councils in order to build upon and sustain the momentum from 2016-17. This should be a thorough plan complete with monthly topics and agendas for regional CTE Director Study councils.
 - j. Create a transition plan to train key State personnel to execute the contract goal upon contract completion. This transition plan should be a detailed plan (similar to a project plan) and should include step by step details of individuals who will assume responsibility for this professional development upon conclusion of this contract. The transition plan will be in place the last year of this contract to assist the State in assuming this role.
 - k. Manage the delivery and distribution of materials by establishing a point of contact person shall be assigned and contact information provided to State staff, as requested. Timely delivery and production of materials per event agenda shall be ensured by the Contractor. Event materials are materials of electronic or hard copy nature such as agendas, lesson plan templates, PowerPoint presentations, name tags, customized notebooks, flip charts, markers, pens, signage etc.
 - l. Management of logistics: the flow of resources between the point of origin and the point of consumption in order to meet requirements. Resources managed in logistics can include physical items, such as, materials, equipment, and staff, as well as abstract items, such as time and information. This will include printing and copying of manuals and materials.
- A.7. The Contractor shall provide a means for continual program evaluation after each event/training.
- a. Conduct a post-conference meeting within five days of each event, as necessary.
 - b. Review findings from evaluations and recommend changes to address for next training event.
- A.8. The State shall provide the following to the Contractor to ensure proper execution of the events listed in the Scope of Services.
- a. Data needed to compile projects. The data shall be submitted electronically.
 - b. Potential attendee list as well as sign in sheets and registrations.
 - c. Guidance on the specifications of the event/training.
 - d. Contact person with whom the Contractor shall collaborate on each project.
 - e. Locations for training will be provided by the State and their event planning team.



f. Dates for events.

- A.9. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor 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 Contract exceed two million eight hundred fifty thousand three hundred thirty-one dollar and seven cents (\$2,850,331.07) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct or indirect costs incurred or to be incurred by the Contractor.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:



Goods or Services Description	Amount (per compensable increment)
Annual Project Plan; Scope of Services Sections A.4., A.6.b.	\$ 3,000.00 / per project plan
Regional CTE Director Study Councils; Scope of Services Sections A.6.c., A.6.d.	\$ 11,639.75 / per study council
Printing, copying and delivery of event materials for Regional CTE Director Study Councils; Scope of Services Sections A.5., A.6.c., A.6.d.	\$ 44.64 / per study council
Facilitator Manual to train CTE CORE Consultants; Scope of Services Sections A.6.c., A.6.d.	\$ 1,000.00 / per facilitator manual
Printing, copying and delivery of Facilitator Manual; Scope of Services Sections A.5., A.6.c., A.6.d.	\$ 500.00 / per facilitator manual
Participant Manual for CTE Directors; Scope of Services Sections A.6.c., A.6.d.	\$ 7,280.00 / per participant manual
Printing, copying, and delivery of participant manual; Scope of Services Sections A.5., A.6.c., A.6.d.	\$ 3,500.00 / per participant manual
CTE CORE Consultant Training; Scope of Services Sections A.6.c., A.6.d.	\$ 41,766.33 / per CTE CORE consultant training
Printing, copying and delivery of event materials for CTE CORE Consultant Training; Scope of Services Sections A.5., A.6.c., A.6.d.	\$ 7,399.00 / per CTE CORE consultant training
CTE Director Training Tool; Scope of Services Section A.6.f.	\$ 2,048.00 / upon completion
Printing, copying, and delivery of CTE Director Training Tool; Scope of Services Sections A.5., A.6.f.	\$ 1,050.00 / upon completion
Fall CTE Director Meeting; Scope of Services Section A.6.g.	\$ 56,489.63 / per director meeting
Printing, copying and delivery of event materials for Fall CTE Director Meeting; Scope of Services Sections A.5., A.6.g.	\$ 875.00 / per director meeting
Winter CTE Director Meeting; Scope of Services Section A.6.g.	\$ 56,489.63 / per director meeting
Printing, copying and delivery of event materials for Winter CTE Director Meeting; Scope of Services Sections A.5., A.6.g.	\$ 875.00 / per director meeting
Spring CTE Director Meeting; Scope of Services Section A.6.g.	\$ 56,489.63 / per director meeting
Printing, copying and delivery of event materials for Spring CTE Director Meeting; Scope of Services Sections A.5., A.6.g.	\$ 875.00 / per director meeting
Summer CTE Director Meeting; Scope of Services Section A.6.g.	\$ 56,489.63 / per director meeting
Printing, copying and delivery of event materials for Summer CTE Director Meeting; Scope of Services Sections A.5., A.6.g.	\$ 875.00 / per director meeting



Transition plan for Tennessee Department of Education ownership; Scope of Services Section A.6.j.

\$ 2,544.00 / upon completion

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations."

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Heather Justice
Tennessee Department of Education
Division of College and Career Readiness
710 James Robertson Parkway, 11th Floor
Nashville, TN 37243
Heather.Justice@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Education, Division of College and Career Readiness;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.

- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.



- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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 at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Heather Justice
Tennessee Department of Education
Division of College and Career Readiness
710 James Robertson Parkway, 11th Floor
Nashville, TN 37243



Heather.Justice@tn.gov
Telephone # (615) 532-2830
FAX # (615) 532-8226

The Contractor:

Lara Oerter
The New Teacher Project, Inc.
186 Joralemon Street
Brooklyn, NY 11201
Lara.Oerter@tntp.org
Telephone # (301) 320-0294

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The 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 Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor 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 Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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, consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this 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



State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,



through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor 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 Contract.
- a. Contractor 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 Contract.
 - b. Contractor 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 the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this 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 Contractor will indemnify the State and hold it harmless for any violation by the Contractor 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.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 6-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust



statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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 Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.



- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this 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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
 - b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit



Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.4. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.



- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.6. Lobbying. The Contractor 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 Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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.

E.7. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 33145-00116 (Attachment 6.2, Section B, Item Reference B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.8. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the



Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.9. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

- E.10. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.



- (1) The Contractor shall report the names and total compensation of each of its most highly compensated executives for the Contractor's preceding complete fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any

outstanding invoice received from the Contractor unless and until the Contractor is in full compliance the above requirements.



IN WITNESS WHEREOF,

THE NEW TEACHER PROJECT, INC.:

Daniel Weisberg

6/17/15

CONTRACTOR SIGNATURE

DATE

DANIEL WEISBERG

CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Candice McQueen

6/18/15

DR. CANDICE MCQUEEN

DATE



Event	Number of Attendees	Location	Frequency
Regional CTE Director Study Council	20	First Tennessee	8 meetings per year
Regional CTE Director Study Council	20	Mid Cumberland Tennessee	8 meetings per year
Regional CTE Director Study Council	20	Upper Cumberland Tennessee	8 meetings per year
Regional CTE Director Study Council	12	Southeast Tennessee	8 meetings per year
Regional CTE Director Study Council	30	East Tennessee	8 meetings per year
Regional CTE Director Study Council	20	South Central Tennessee	8 meetings per year
Regional CTE Director Study Council	60	West Tennessee	8 meetings per year
CTE CORE Consultant Training	20	Nashville, Tennessee	One meeting per year
Fall CTE Director Meeting	150	Nashville, Tennessee	One meeting per year
Winter CTE Director Meeting	150	Nashville, Tennessee	One meeting per year
Spring CTE Director Meeting	150	Nashville, Tennessee, but location varies by year	One meeting per year
Summer CTE Director Meeting	150	Nashville, Tennessee	One meeting per year

**Note: Southwest and Northwest TN regions meet together.*

Line	Line Details	Type	Type ID	Description	Minimum Line Amount	Maximum Line Amount	Total Line Released Amount	Remaining Amount	Curr	Remaining Amount %
1		Item		FY16-Indirect		\$ 25,000.00	\$ 25,000.00	\$ -	USD	0
2		Item		FY16		\$ 925,110.36	\$ 925,110.36	\$ -	USD	0
3		Item		FY17-Indirect		\$ 25,000.00	\$ 25,000.00	\$ -	USD	0
4		Item		FY17		\$ 925,110.36	\$ 925,110.36	\$ -	USD	0
5		Item		FY18-Indirect		\$ 25,000.00	\$ 25,000.00	\$ -	USD	0
6		Item		FY18		\$ 925,110.35	\$ 363,218.79	\$ 561,891.56	USD	60.74



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33145-00116	Edison ID 46338	Contract # N/A	Amendment # 01		
Contractor Legal Entity Name The New Teacher Project, Inc.			Edison Vendor ID 0000130932		
Amendment Purpose & Effect(s) Extend contract term and add extension clause					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 31, 2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ N/A		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016		\$950,110.36			\$950,110.36
2017		\$950,110.36			\$950,110.36
2018		\$475,055.18			\$475,055.18
2019		\$475,055.17			\$475,055.17
TOTAL:		\$2,850,331.07			\$2,850,331.07
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) ED		Account Code (optional)			

S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number 33145-00116

Edison ID 46338

Fiscal Year	Department ID	SpeedchartNumber	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2016	331450000	ED00000203	433200	70899000	25000	ED00000RA15ABV15	84.048	\$25,000.00
2016	331450000	ED00000203	433200	70803000	25000	ED00000RA15ABV15	84.048	\$925,110.36
2017	331450000	ED00000203	433200	70899000	25000	ED00000RA15ABV15	84.048	\$25,000.00
2017	331450000	ED00000203	433200	70803000	25000	ED00000RA15ABV15	84.048	\$925,110.36
2018	331450000	ED00001256	433200	70899000	25000	EDPERKLED180000	84.048	\$25,000.00
2018	331450000	ED00001256	433200	70803000	25000	EDPERKLED180000	84.048	\$450,055.18
2019	331450000	ED00001256	433200	70899000	25000	EDPERKLED180000	84.048	\$25,000.00
2019	331450000	ED00001256	433200	70803000	25000	EDPERKLED180000	84.048	\$450,055.17
TOTAL								\$2,850,331.07

**AMENDMENT 01
OF CONTRACT 46338**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and The New Teacher Project, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

2. Section B is deleted in its entirety and replaced with the following:

B.1. **TERM OF CONTRACT:**

This Contract shall be effective for the period beginning on July 1, 2015 ("Effective Date") and ending on December 31, 2018. ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

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

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

THE NEW TEACHER PROJECT, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF EDUCATION:

DR. CANDICE MCQUEEN, COMMISSIONER

DATE

TNTP Coaching and Professional Development for CTE Educators

Since August 2015, TNTP has partnered with the division of College, Career and Technical Education to develop a sustainable coaching model. This model focused on developing CTE directors into instructional leaders and coaches for CTE teachers throughout their local district. In 2015, we established a shared Vision of Excellent CTE Instruction and started to build the capacity of CTE directors and CTE CORE consultants to support and develop CTE teachers across the state. This work initially began as a professional development series for CTE directors during their study councils, and it has now evolved into coaching pilots and the pilot of high quality instructional materials that complement our CTE exams. This transition has reflected the lessons learned from initial work and an evolution from solely individual teacher coaching to capacity building of career cluster program managers, CTE core consultants, and district leaders as CTE instructional leaders. The addition of instructional materials pilot has continued to add value. Contract highlights include:

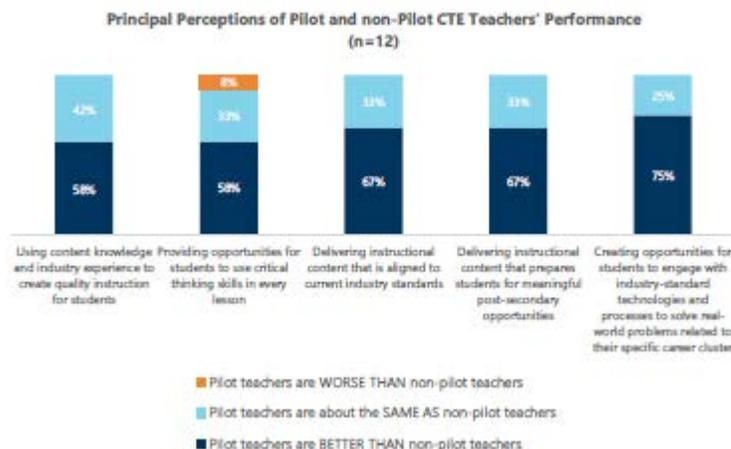
- **All CTE CORE consultants have been trained** in the coaching model and are on-track to independently lead instructional coaching efforts by the end of the school year.
- **All CTE Directors across the state have been trained** on the coaching model and the vision of excellent CTE instruction. New CTE directors have the opportunity to attend monthly Coaching Network sessions in their region.
- CTE directors are invested in the power of coaching and are eager to have an impact in the year to come. During planning meetings with CTE directors and CORE consultants this spring, it was evident that directors were invested in the pilot, had seen growth in many of their teachers, and were thinking strategically about how to use their coaching time effectively in the year ahead.

Teacher and Director/Coach perceptions of the link between Coaching and Instructional Quality

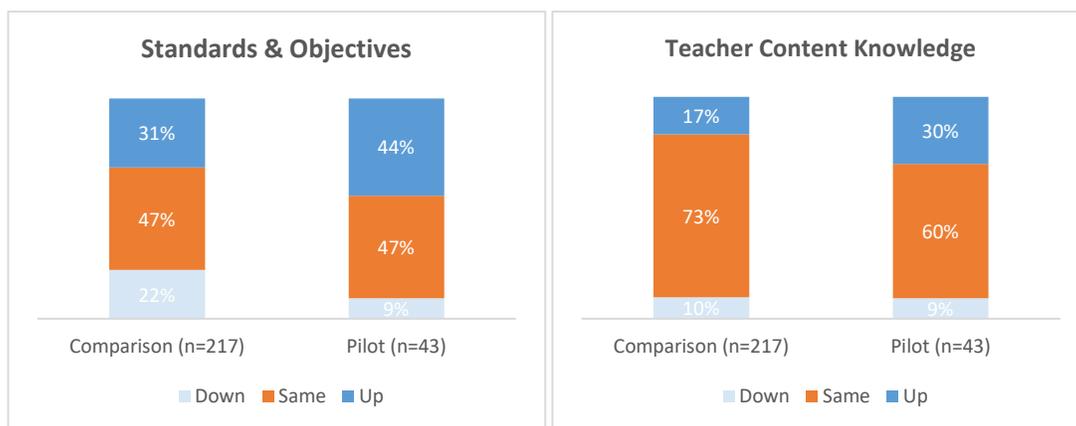
Coaching Beliefs	Teacher	Director/Coach
Coaching improves instructional practice	86%	100%
Coaching improves outcomes for students	86%	95%
Coaching creates a clear vision for CTE instruction	91%	90%

For the monthly coaching network sessions, **100% of coaches and directors agree that coaching network sessions are helping them improve their coaching ability.**

- Based on survey responses from the 2016-17 academic year, pilot **principals, on average, perceived that teachers in the coaching pilot performed better than non-pilot teachers.** Principals were asked to respond to five different categories listed in the chart below.



- According to TEAM data, **pilot teachers are improving at faster rates** in foundational areas than their peers, even as they slip in more advanced components. Teachers in coaching pilots show a higher rate of growth between first and second TEAM evaluations than their peers in comparison districts in the evaluation areas of 'Standards and Objectives' and 'Teacher Content Knowledge'. As we place more emphasis on a deep understanding of the 'Standards and Objectives', we are excited to see 'Teacher Content Knowledge' shine as teachers in the pilot were 2x as likely to grow in this area on their second TEAM observation.



- Of the 17 pilot districts, directors, coaches and consultants are reviewing regional and district coaching data monthly to inform priorities for teacher development. Since the beginning of the year, teachers have shown growth and promise in their abilities to strengthen their instruction in key areas of focus. This growth can be seen when comparing data from observations conducted between Aug. – Sept. 2017 to observations conducted between Nov. 2017 and March 1, 2018.

Percentage of observations in which the educator observed is demonstrating or mostly demonstrating a significant level of understanding		
Category	August -September 2017	Nov. 2017 and March 1, 2018
CTSOs	22%	24%
Literacy and Gen Ed Integration	37%	39%
Focused	46%	59%
Rigorous	35%	46%

Priorities Ahead to Wrap-up Contract

To ensure the continued progress of this work, we will focus on the following priorities:

- Capacity Building & Transition:** Focus on transferring ownership of pilots to CORE consultants with TNTP serving in more of an advisory role. The extension of the contract timeline will ensure new consultants can finalize transition activities and there is appropriate hand-off before end date.
- Instructional Materials Next Steps:** Design a multi-module blended learning experience in partnership with career cluster program managers to support teachers in using the draft instructional materials to develop learning experiences and student learning outcomes that begin to exemplify the Vision of Excellent CTE Instruction. This adds value from just pilots to all teachers. Initial teacher reception of the new instructional materials is unanimously positive, and we are beginning to build Program Managers' capacity to be able to provide academic support in implementation. As districts are currently piloting the materials, we will be able to gather data around the success of these materials after the completion of the CTE exams. We will broaden the focus of data collection in the spring to gather data about teachers' experience with implementing materials, classroom observation of implementation, and student work analysis.