



2022 Turnaround Action Grant 3.0

Application Guide

Tennessee Department of Education | Fall 2022



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Overview

The Turnaround Action Grant 3.0 (TAG 3.0), through Title I, Part A 1003, school improvement funds, is provided to districts that are geographically diverse and serve priority and Comprehensive Support and Improvement (CSI) schools.¹ Priority is given to districts that:

- serve a high number of priority and CSI schools or a percentage of priority/CSI schools that are implementing comprehensive support and improvement plans under ESSA Section 1111(d),
- demonstrate the greatest need for funds and,
- demonstrate the strongest commitment to using the funds to invest in the implementation of evidence-based strategies/interventions focused on proven levers of change to facilitate rapid school turnaround.²

In order for the district to receive an allotment of TAG 3.0 funds, the district must utilize a comprehensive support and improvement plan³ (approved District Turnaround Plan and school turnaround plan⁴) based on a school level needs assessment⁵ to:

- **select evidence-based strategies/interventions⁶** aligned to the identified prioritized needs
- **develop a detailed process** to monitor implementation and effectiveness of turnaround strategy/interventions used to support priority/CSI school's improvement plans toward increasing student achievement and
- **create a budget to support** the evidence-based strategies/interventions that are in compliance with federal requirements of allowability under Education Department General Administrative Regulations.

| Timeline | |
|--------------------------------|--------------------|
| Grant Funds must be Obligated | September 30, 2024 |
| Grant Funds must be Liquidated | December 30, 2024 |

The Division of School Turnaround will award grant funds to districts that serve priority and CSI schools based on the current number of priority/CSI schools served in each district using a Per-Pupil Allocation (PPA) formula.⁷ If the PPA district calculation is below \$150,000, then the district will be awarded a minimum allocation of \$182,000 to ensure a sufficient allotment to LEAs to effectively implement selected turnaround strategies.⁸

Please note: Upon application approval, funding will not be awarded until a detailed budget has been entered in ePlan and approved by the department.

Once the initial budget has been approved, any revisions to the application must be approved by the department prior to implementation or purchase. Below are the budget revision windows:

| Budget Revision Window |
|-------------------------------|
| November 1 - 22, 2022 |
| February 1 - 21, 2023 |
| May 30 - June 16, 2023 |

The purpose of the Turnaround Action Grant 3.0 Application Guide is to provide guidance for completion of the TAG 3.0 application which will be completed in ePlan. Districts can locate the application by following the pathway:

- Go to LEA Home Page and click on *Funding*.
- Click on *Funding Applications*.
- Click on the *Turnaround Action Grant 3.0* located under the *Entitlement Funding Application* section.
- Click *Draft Started*.

2022 Turnaround Action Grant 3.0 Application Guide

Instructions: Use the charts on the following pages to plan responses to application questions in ePlan. Responses will be reviewed for alignment with prioritized evidence-based practices and in accordance with the rubric.

District Information

| | |
|------------------------------|--|
| LEA #: | |
| LEA Name: | |
| TAG 3.0 Contact Name: | |
| Title: | |
| Phone #: | |
| Email Address: | |

List the priority schools that will be served with the Turnaround Action Grant 3.0 for the 2022-23 school year. Add rows as necessary.

| School | NCES# |
|--------|-------|
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Program Details (To be completed in ePlan by the district)

Describe how the district supports schools in the development and implementation of school improvement plans.

Describe the process the district will utilize to monitor schools receiving TAG 3.0 school improvement funds for implementation and effectiveness of the district turnaround plan and school level turnaround plans and additional actions that will be taken to modify and/or adjust the plans if progress is not being made.⁹

Describe the rigorous review process the district will use to recruit, screen, select, and evaluate any external partners funded by this grant.¹⁰

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Describe how the district will align Federal, State and local resources to carry out the activities supported with school improvement funds.¹¹

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Describe the district's process to periodically review resource allocation to support school improvement in priority schools.¹²

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Describe how the district will modify practices and policies to provide operational flexibility that enables full and effective implementation of improvement plans.¹³

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Comprehensive Needs Assessment

List the prioritized needs identified in the approved 2022-23 school turnaround plan needs assessment that this grant will fund. Add rows as needed.

| | |
|---------------------|--|
| Prioritized Need 1: | |
| Prioritized Need 2: | |
| Prioritized Need 3: | |

Goals

Identify a goal from the 22-23 School Turnaround Plan for each prioritized need(s) listed in above. Goals should be SMART, i.e., Specific, Measurable, Achievable, Rigorous, and Time-Bound. Add rows as needed.

| | |
|------------------------------|--|
| Goal for Prioritized Need 1: | |
| Goal for Prioritized Need 2: | |
| Goal for Prioritized Need 3: | |

Levers of Change, Strategy/Intervention Selection, and Action Steps

To develop the implementation plan, follow the steps below for each prioritized need listed above.

Step 1 — Identify Lever of Change

Select the lever of change that addresses the prioritized need.

1. Strong Leadership | Best for All Strategic Plan alignment: Educators

Strong committed leaders and teachers who can create the conditions necessary for rapid and sustained change are the cornerstone of school turnaround. Strong leaders and leadership structures enable schools to develop and implement a shared vision of success which produces foundational shifts in instructional practices and in school culture and leads to increases in student growth and achievement.

2. Effective Instruction | Best for All Strategic Plan alignment: Academics

Effective instruction is built around standards-aligned, high-quality curricula and assessments that measure student progress and provide timely information regarding student achievement and growth. Providing students with rigorous, standards-aligned instruction delivered through best practices will help to ensure that all students in Tennessee's high opportunity schools have access to a comprehensive educational system which will prepare them for the career path of their choice.

3. Student Support and Services | Best for All Strategic Plan alignment: Student Readiness

Schools, in partnership with parents and the community, can create a positive, child-centered learning environment which provides support to students to remove the barriers to learning that students in high opportunity schools often experience. Supporting the whole child begins with eliminating barriers to physical and mental health, well-being and learning; then planning for and implementing strategies which support the emotional, physical, mental, cognitive and social development of students.

4. Additional Supports

A positive school culture and climate creates an environment that promotes a safe, nurturing environment and promotes effective teaching and learning. Schools with a positive culture and climate support the emotional, physical, mental, cognitive, and social development of all students and staff. Additionally, a dedicated organizational infrastructure accelerates rapid school turnaround by providing on-going, tailored, and strategic support for all stakeholders.

Step 2 — Identify Aligned Evidence-Based Strategies/Interventions

Identify evidence-based strategies/interventions that address the prioritized need and demonstrate an alignment to the demographic and learning environment of the district. These strategies/interventions must fall within one of the three required ESSA tiers of evidence for school turnaround. ESSA requires that districts and schools identified for improvement must implement strategies/interventions that have yielded favorable outcomes in research. The three required ESSA tiers of [evidence-based criteria](#) for school turnaround are:

- Tier 1 – Strong Evidence: supported by one or more well-designed and well-implemented randomized control experimental studies
- Tier 2 – Moderate Evidence: supported by one or more well-designed and well-implemented quasi-experimental studies
- Tier 3 – Promising Evidence: supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias)

Resources to aid in the identification of evidence-based strategies/interventions are:

- [What Works Clearinghouse](#): Website which reviews the existing research on different programs, products, practices, and policies in education
- [ESSA Evidence](#): Website that provides information on programs that meet the ESSA evidence standards
- [TERA Evidence Guide](#): Resource that provides evidence-based strategies organized by the levers of school improvement
- [Guidance On Evidence-Based Intervention Selection](#): Document that provides guidance on the [importance of contextual fit when implementing evidence-based interventions](#)

Select no more than three strategies/interventions per lever. For each strategy/intervention selected, provide the following:

- a description of the research evidence that supports the use of the turnaround strategy/intervention, including the hyperlink and ESSA tier of evidence category,
- a rationale for choosing the turnaround strategy/intervention. For existing strategies/interventions, provide district data to support effective outcomes,
- a description for how the implementation of the turnaround strategy/intervention will be monitored and evaluated for the effectiveness toward increasing student achievement, including the frequency and position responsible for the monitoring,
- a description of the process used to modify and/or adjust the turnaround strategy/intervention if progress is not being made, and
- an explanation of how the district will maintain turnaround efforts of the strategy/intervention once the grant funds have ended.

Step 3 — List Action Steps

List action steps for each selected turnaround strategy/intervention. Action steps should be limited to no more than five per turnaround strategy/intervention. Only include the action steps that this grant will support. For each action step created, provide the following:

- a brief narrative of the proposed action step,
- an indicator(s) used to measure the implementation of the action step,

- benchmark(s) used to measure effectiveness toward increasing student achievement and
- the amount of grant funds allocated to the action step.

Use the templates below as a guide to identify no more than three (3) strategies/ interventions per lever. Create no more than five (5) action steps for each strategy selected. If none of the prepopulated strategies are included in the approved plan, please select “other” and list the strategy or intervention from the approved District Turnaround Plan or school turnaround plan under the appropriate lever.

Lever 1- Strong Leadership | Best for All Strategic Plan alignment: Educators

Mark NA if the district will not use this lever.

Turnaround Strategies/Interventions for Strong Leadership:

- Recruit and retain effective leaders who match school needs and are representative of the school community.
- Distribute highly effective teachers and leaders across schools equitably
- Provide professional learning opportunities for district and school leaders to establish and strengthen organizational leadership
- Develop instructional leadership capacities of school leaders and teachers
- Develop principal and teacher pipelines
- Implement job-embedded professional learning for teachers and school leaders
- Provide leadership opportunities for teachers with strong, demonstrated instructional capacity to support the professional learning needs of their peers
- Support novice or struggling teachers and school leaders through coaching and mentoring
- Other

Duplicate the chart for each strategy/intervention selected.

| | |
|--|--|
| Prioritized Need | |
| Strategy/Intervention | |
| Provide a description of the research evidence that supports the use of the strategy/intervention, including the hyperlink and ESSA tier category. | |
| | |
| Provide a rationale for choosing the strategy/intervention. For existing strategies/interventions, provide district data to support effective outcomes. | |
| | |
| Provide a description of how the implementation of the turnaround strategy/intervention will be monitored and evaluated for effectiveness toward increasing student achievement, including the frequency and position responsible for the monitoring. | |

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| Describe how the district will modify and/or adjust the strategy/intervention if progress is not being made. |
| |
| Provide an explanation for how the district will maintain the turnaround efforts related to the strategy/intervention once the grant has ended. |
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| Complete the following chart for each action step. Include only one action step per chart. Duplicate the chart as needed. | |
| Provide a brief narrative of the proposed action step. | |
| Identify the indicator(s) used to measure implementation of the action step. | |
| Identify the benchmark(s) to be used to measure effectiveness toward increasing student achievement. | |
| Indicate the amount of grant funds allocated to the action step. | |

Lever 2- Effective Instruction | Best for All Strategic Plan alignment: Academics

Mark NA if the district will not use this lever.

Turnaround Strategies/Interventions for Effective Instruction:

- Support implementation of high-quality instructional materials.
- Support implementation of standards aligned curricula.
- Develop a balanced assessment system that incorporates standards aligned diagnostic, formative, and summative assessments.
- Provide additional support for students who are failing to make academic progress.
- Provide enrichment and accelerated learning opportunities for all students.
- Provide extended learning opportunities beyond the school day and school year.
- Analyze student data to inform instructional decisions to accelerate learning.
- Create opportunities for staff collaboration focused on improving the quality of the teaching and learning in all classrooms.

- Provide support to ensure that an effective instructional model is implemented.
- Provide support for early warning and multi-tiered student response systems.
- Implement credit recovery and learning loss recovery programs.
- Provide equitable access to early postsecondary opportunities including dual credit, dual enrollment, Advanced Placement (AP), International Baccalaureate (IB), College Level Exam Program (CLEP), Cambridge International Examinations (CIE), and industry certifications.
- Other

Duplicate the chart for each strategy/intervention selected.

| | |
|--|--|
| Prioritized Need | |
| Strategy/Intervention | |
| Provide a description of the research evidence that supports the use of the strategy/intervention, including the hyperlink and ESSA tier category. | |
| | |
| Provide a rationale for choosing the strategy/intervention. For existing strategies/interventions, provide district data to support effective outcomes. | |
| | |
| Provide a description of how the implementation of the turnaround strategy/intervention will be monitored and evaluated for effectiveness toward increasing student achievement, including the frequency and position responsible for the monitoring. | |
| | |
| Describe how the district will modify and/or adjust the strategy/intervention if progress is not being made. | |
| | |
| Provide an explanation for how the district will maintain the turnaround efforts related to the strategy/intervention once the grant has ended. | |
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| Complete the following chart for each action step. Include only one action step per chart. Duplicate the chart as needed. | |
| Provide a brief narrative of the proposed action step. | |

| | |
|--|--|
| Identify the indicator(s) used to measure implementation of the action step. | |
| Identify the benchmark(s) to be used to measure effectiveness toward increasing student achievement. | |
| Indicate the amount of grant funds allocated to the action step. | |

Lever 3- Student Support and Services | Best for All Strategic Plan alignment: Student Readiness

Mark NA if the district will not use this lever

Turnaround Strategies/Interventions for Student Support and Services:

- Create opportunities to increase in-school resources for the whole child.
- Support students in overcoming barriers related to student attendance.
- Support students in overcoming barriers related to student behavior.
- Support students in overcoming barriers to physical wellness.
- Implement targeted programming, strategies, and interventions to support student mental health including trauma informed practice, restorative practices, school counseling, and mental health programming.
- Establish school-wide processes and systems to help maintain a safe and caring environment.
- Engage students, families, and communities to support students in overcoming barriers to learning.
- Provide opportunities to meaningfully engage families to support their child's learning.
- Partner with external organizations to support the needs of the whole child.
- Other

Duplicate the chart for each strategy/intervention selected.

| | |
|--|--|
| Prioritized Need | |
| Strategy/Intervention | |
| Provide a description of the research evidence that supports the use of the strategy/intervention, including the hyperlink and ESSA tier category. | |
| | |
| Provide a rationale for choosing the strategy/intervention. For existing strategies/interventions, provide district data to support effective outcomes. | |

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| Provide a description of how the implementation of the turnaround strategy/intervention will be monitored and evaluated for effectiveness toward increasing student achievement, including the frequency and position responsible for the monitoring. |
| |
| Describe how the district will modify and/or adjust the strategy/intervention if progress is not being made. |
| |
| Provide an explanation for how the district will maintain the turnaround efforts related to the strategy/intervention once the grant has ended. |
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| Complete the following chart for each action step. Include only one action step per chart. Duplicate the chart as needed. | |
| Provide a brief narrative of the proposed action step. | |
| Identify the indicator(s) used to measure implementation of the action step. | |
| Identify the benchmark(s) to be used to measure effectiveness toward increasing student achievement. | |
| Indicate the amount of grant funds allocated to the action step. | |

Lever 4- Additional Supports

Mark NA if the district will not use this lever.

Turnaround Strategies/Interventions for Additional Support:

- Partner with an outside agency to conduct a needs assessment, including a deep root-cause analysis to assist in developing a comprehensive improvement plan which addresses the identified priorities of the school.
- Partner with an outside agency to conduct a comprehensive assessment of the effectiveness of the current school turnaround structure, systems, and processes.
- Provide support in developing a positive school culture and maintaining a school environment that is conducive to effective instruction.
- Develop an organizational structure to support the diverse needs of the priority school.
- Build and maintain an effective turnaround leadership team.
- Other

Duplicate the chart for each strategy/intervention selected.

| | |
|--|--|
| Prioritized Need | |
| Strategy/Intervention | |
| Provide a description of the research evidence that supports the use of the strategy/intervention, including the hyperlink and ESSA tier category. | |
| | |
| Provide a rationale for choosing the strategy/intervention. For existing strategies/interventions, provide district data to support effective outcomes. | |
| | |
| Provide a description of how the implementation of the turnaround strategy/intervention will be monitored and evaluated for effectiveness toward increasing student achievement, including the frequency and position responsible for the monitoring. | |
| | |
| Describe how the district will modify and/or adjust the strategy/intervention if progress is not being made. | |
| | |
| Provide an explanation for how the district will maintain the turnaround efforts related to the strategy/intervention once the grant has ended. | |
| | |

Complete the following chart for each action step. Include only one action step per chart. Duplicate the chart as needed.

| | |
|--|--|
| Provide a brief narrative of the proposed action step. | |
| Identify the indicator(s) used to measure implementation of the action step. | |
| Identify the benchmark(s) to be used to measure effectiveness toward increasing student achievement. | |
| Indicate the amount of grant funds allocated to the action step. | |

Fiscal Oversight and Accountability (To be completed in ePlan by the district)

Describe how the district will ensure compliance with federal requirements of allowability under Education Department General Administrative Regulations (EDGAR)?

Budget and Budget Tags (To be completed in ePlan by the district)

A budget must be entered in ePlan by function and by line item that is aligned to the action steps. Include a detailed budget narrative for each line item. Select a budget tag from the drop-down menu to identify how budget items address the lever of change(s) and the selected strategy(s) in the grant.

Assurances

TURNAROUND ACTION GRANT 3.0 – TITLE IA FUNDS

An authorized school district representative must sign below to indicate approval of the contents of the application and the Assurances for the Turnaround Action Grant 3.0 – Title IA Funds.

The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified school district (Grantee). These Assurances, together with all application information submitted by the district on behalf of the district’s priority schools, constitute the “Grant Contract” with the State TN Department of Education “the State” or “the department”.

The Grantee hereby agrees to the following Assurances:

1. Ensure all programs, services, and activities covered by this Grant Contract are in accordance with the intent and purpose of the Turnaround Action Grant 3.0 and align to the prioritized needs identified in the 2022-23 District Priority Plan and/or school turnaround plans to support improvement.
2. Ensure that each eligible priority school served by the Grantee receives all the State and local funds it would receive in the absence of the Turnaround Action Grant 3.0 and that any school level resources received from the Grant Contract are aligned with the District Turnaround and/or school turnaround plan.
3. Ensure that all teachers and paraprofessionals working in a program supported with funds under this Grant Contract meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. (ESSA, 20 U.S.C. § 1112(c)(6)).
4. Participate in monthly meetings with the Division of School Turnaround to discuss Grant Contract implementation and spending.
5. Participate in the biannual milestone monitoring conducted by the Division of School Turnaround.
6. Participate in all data submission, spending reporting and evaluation activities as requested by the U.S. Department of Education and the department. This includes participating in any federal or State funded evaluations or studies, if applicable, annual performance reports, final grant report documentation, and financial statements.
7. Maintain documentation of all program activities and expenditures.
8. The Grantee shall maintain accurate and timely records which document progress in implementing this Grant Contract, and which demonstrate compliance with all state and federal fiscal and program requirements.
8. Adhere to the same financial audits, audit procedures, and audit requirements as the school district. The audit shall be consistent with the requirements of state laws regarding state audits. The department or the comptroller of the treasury is authorized to conduct compliance audits of any district program.

9. Request reimbursement for project expenditures, at a minimum, quarterly and retain documentation for said reimbursements.
10. Maintain the local educational agency's fiscal effort in accordance with ESSA 20 U.S.C. § 8521 and (1118(a)).
11. Ensure Grant Contract funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant application and will only be made for allowable costs. Any changes to the original budget must be pre-approved by the Division of School Improvement before line items are modified.
12. Ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the Tennessee Department of Education, federal legislation, and F&A Accounts Policy 03.
13. Ensure all programs, services, and activities covered by this Grant Contract will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the department. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available [here](#).
14. Ensure compliance with all state and federal provisions of the U.S. Department of Education governing the funds awarded for the grant.
15. Comply with all provisions of the Every Student Succeeds Act (ESSA) and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C §§ 1232g; 34 CFR Part 99).

Additional Assurances for Grantees using Grant funds for Charter Schools (if applicable).

16. The Grantee shall ensure that charter schools served with this Grant Contract have an equal opportunity to participate to the full extent in Turnaround Action Grant 3.0.
17. The Grantee shall have a clear process for ensuring all applicable laws and regulations regarding ESSA Title I A, School Improvement Grant programs and funding are followed in any authorized charter schools the Grantee serves with this Grant Contract.
18. The Grantee shall ensure that charter school(s) served with this Grant Contract comply with all requirements associated with this Grant Contract and will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the Tennessee Department of Education.
19. The Grantee shall ensure that charter school(s) served with this Grant Contract maintain accurate and timely records which document progress in implementing this Grant Contract, and which demonstrate compliance with all state and federal fiscal and program requirements.
20. 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).

21. 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 (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).

22. 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.

23. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

24. 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.

25. 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.

26. 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.

27. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

28. 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.

29. 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

30. 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 Act (HITECH) 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 HIPAA 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 by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

31. 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.

32. 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.

33. Licensure. The Grantee, its employees, and any approved subcontractor 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.

34. 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 in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records 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 Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) 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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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.

35. 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.

36. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

37. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's 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.

38. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment A

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.

39. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 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.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

40. 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 Grant Contract is not a waiver or relinquishment of any 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.

41. 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.

42. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

43. 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.

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

45. 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.

46. 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.

47. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

49. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

50. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust

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

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

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

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

54. 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

ATTACHMENT A

Parent Child Information

Send completed documents as a PDF file to 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
3rd 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: _____

Director of Schools (or Designee) Name

Director of Schools (or Designee) Signature & Date

References

- Evidence for ESSA. (2019). Center for Research and Reform in Education. Johns Hopkins University. <https://www.evidenceforessa.org/>
- Henry, Gary T., Pham, Lam, Guthrie, J. Edward, Harbatkin, Erica. (2018). Guiding Principles for Improving the Lowest-Performing Schools in Tennessee. https://peabody.vanderbilt.edu/TERA/Guiding_Principles_Low_Performing_Schools
- Four domains of rapid school improvement: A systems framework. (2017). The Center for School Turnaround. San Francisco, CA: WestEd. https://centeronschoolturnaround.org/wp-content/uploads/2018/03/CST_Four-Domains-Framework-Final.pdf
- Pham, L., Henry, G.T., Zimmer, R., & Kho, A. (2018). School turnaround after five years. Tennessee Education Research Alliance. https://peabody.vanderbilt.edu/research/tnedresearchalliance/files/School_Turnaround_After_Five_Years_FINAL.pdf
- School turnaround: An evidence guide. (2018). Tennessee Education Research Alliance. <https://eplan.tn.gov/documentlibrary/ViewDocument.aspx?DocumentKey=1364070&inline=true>
- The school turnaround field guide. (2010). Wallace Foundation. <https://www.wallacefoundation.org/knowledge-center/Documents/The-School-Turnaround-Field-Guide.pdf>
- Tennessee leaders for equity playbook. (2018). Tennessee Department of Education. <https://www.tn.gov/content/dam/tn/education/reports/Tennessee-Leaders-for-Equity-Playbook.pdf>

Endnotes

¹Every Student Succeeds Act (ESSA), § 1003(b)(1)(A) and (b)(2)(A)(i).

²Every Student Succeeds Act (ESSA), § 1003(f)(1)(2)(3).

³Every Student Succeeds Act (ESSA), § 1003(e)(1)(A) and § 1111(d)(1).

⁴Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(v).

⁵Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(iii).

⁶Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(ii).

⁷Every Student Succeeds Act (ESSA), § 1003(b)(1)(A).

⁸Every Student Succeeds Act (ESSA), § 1003(b)(2)(A)(ii).

⁹Every Student Succeeds Act (ESSA), § 1003(e)(1)(C) and § 1111(d)(2)(B)(iv) and (v).

¹⁰Every Student Succeeds Act (ESSA), § 1003(e)(1)(D).

¹¹Every Student Succeeds Act (ESSA), § 1003(e)(1)(E).

¹²Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(iv).

¹³Every Student Succeeds Act (ESSA), § 1003(e)(1)(F).