



# Additional Targeted Support and Improvement Grant (ATSI) 2024 Grant Guidance Document

Tennessee Department of Education | Fall 202

## **ATSI 24 Grant Intent and Purpose**

The Additional Targeted Support and Improvement (ATSI) 24 grant through Title I, Part A section 1003 school improvement funds, is provided to districts that are geographically diverse and serve Additional Targeted Support and Improvement Schools.<sup>1</sup> The purpose of the School Improvement Grant funds is to support strategies that address the root causes of the identified needs outlined in the school improvement plan to rapidly and substantially raise student achievement and outcomes.

Funding priority is provided to districts that:

- serve a high number of ATSI schools or a percentage of ATSI schools that are implementing targeted 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.<sup>2</sup>

Districts with schools identified for ATSI are eligible to apply for the ATSI 24 grant on behalf of their eligible schools to support approved School Improvement Plans that include school-level strategies to improve student outcomes.<sup>3</sup>

All strategies proposed in the grant application must [meet either Tier I, II or III of evidence as defined by the Every Student Succeeds Act \(ESSA\)](#)<sup>4</sup> and address specific student sub-group needs as identified in the School Improvement Plan's needs assessment and root cause analyses.<sup>5</sup> As part of the grant application process district and school leaders must:

- update the School Improvement Plan by partnering with CORE to explore student group data, identify at least one prioritized need and complete a root cause analysis for each prioritized need, and
- submit the ATSI schools' leading/predictive data for the identified subgroup to the department throughout the school year.

## **Grant Funding Formula**

The maximum amount of funds that a district can apply for on behalf of schools is directly proportional to the number of designated ATSI schools<sup>6</sup>. Each ATSI school, Title I and non-Title I, is eligible for a maximum of \$75,000 which will ensure a sufficient allotment to effectively implement selected turnaround strategies.<sup>7</sup>

## **Grant Timeline**

<b>Date</b>	<b>Item</b>
June 30, 2026	ATSI 24 obligation deadline
Sep. 30, 2026	ATSI 24 liquidation deadline

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

<b>Budget Revision Window</b>
First two weeks of February 2025 and 2026
Last week of May through the first week of June 2025 and 2026

### ***ePlan Logistics***

Applications must be submitted in ePlan by the identified ATSI/Focus Schools Director. Roles can be added by submitting the ePlan User Access form found [here](#) to [ePlan.Help@tn.gov](mailto:ePlan.Help@tn.gov).

Each school is required to complete a separate application which the district will upload in the Related Documents section of ePlan.

### ***Cover Page (To be completed in ePlan)***

- LEA #
- LEA Name
- ATSI 23 Grant Contact Person
  - Name
  - Title
  - Phone
  - Email Address
- School Selection
  - School Name
  - NCES #
  - Budget Amount
    - Amount budgeted in current plan.

### ***Program Details (To be completed in ePlan)***

1. Describe how the district supports schools in the development and implementation of school improvement plans.
2. Describe the process the district will utilize to monitor schools supported with ATSI 24 school improvement funds for implementation of improvement plans to improve student outcomes and actions that will be taken if the plan does not prove to be effective.
3. Describe the process, including procurement policies, the district will use to recruit, screen, select, and evaluate effectiveness of external partners that are funded by this grant.

4. Describe how the district will align Federal, State, and local resources to supplement the strategies supported with ATSI 24 funds. Include the activity and the funding source. (EX. Title I, TISA, Title II, ESSER, Site Base, Philanthropic)
5. Describe the process the district uses to identify and address resource inequities at ATSI schools to ensure improvement of student outcomes.
6. Describe how the district will modify practices and policies, as appropriate, to provide full and effective implementation of improvement plans. Identify ways that operational flexibility is provided by the district to allow for the full and effective implementation of improvement plans.
7. Describe the process the district will use to maintain the turnaround efforts once the grant has ended.

### Lever and Strategy Selection

District leaders are empowered to craft evidence-based solutions tailored to their local needs and context to address student achievement. The key levers in school turnaround listed below have been outlined in the TN ESSA Plan and should be adapted to meet the specific needs of schools with an ATSI designation.

#### Turnaround Lever of Change Selection: *(maximum of two levers can be selected)*

Lever 1: Strong Leadership (Strategic Plan Alignment- Educators)	Committed and strong leaders and teachers who can create the conditions necessary for rapid and sustained change are the cornerstone of school turnaround. A strong leader and leadership structure enables schools to develop and implement a shared vision of success which produces foundational shifts in instructional practices, school culture and leads to increases in student growth and achievement.
Lever 2: Effective Instruction (Strategic Plan Alignment- Academics)	Effective instruction is built around standards-based, high-quality curricula and assessments that are aligned to such standards and that measure student progress and provide information regarding the improvement of student achievement. Providing students with rigorous, standards-aligned instruction delivered through best practices will help to ensure that all students in Tennessee’s schools have access to a comprehensive educational system which will prepare them for the career path of their choice.
Lever 3: Student Support and Services (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 underperforming schools often experience. Supporting student readiness begins with eliminating barriers to physical and mental health, well-being and learning; then planning for and implementing strategies which support the physical, mental, cognitive, social and emotional development of students.
Lever 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 cognitive, physical, social, and emotional development. for all students and staff. Additionally, a dedicated organizational infrastructure accelerates rapid school turnaround by providing tailored and strategic support.

## Strategy/Intervention Selection:

Identify evidence-based strategies that address the prioritized need and demonstrate an alignment to the demographic and learning environment of the district. These strategies 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 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)

Some resources to aid in the identification of evidence-based strategies include:

- [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](#)

The following table provides examples of evidence-based strategies but is not intended to be a comprehensive list.

**Select no more than two strategies total that will be implemented through this grant.**

Lever 1: Strong Leadership	Lever 2: Effective Instruction	Lever 3: Student Support and Services	Lever 4: Additional Supports
<ul style="list-style-type: none"> <li>➤ Recruit and retain effective leaders who match school needs and are representative of the school community</li> <li>➤ Develop instructional leadership capacities of school leaders and teachers</li> <li>➤ Implement job- embedded professional learning for teachers and school leaders</li> <li>➤ Provide leadership opportunities for teachers with strong, demonstrated instructional capacity to support the professional learning needs of their peers</li> <li>➤ Support novice or struggling teachers and school leaders</li> </ul>	<ul style="list-style-type: none"> <li>➤ Support implementation of high- quality instructional materials</li> <li>➤ Implementation of standards aligned curricula</li> <li>➤ Develop a balanced assessment system that incorporates standard aligned diagnostic, formative and summative assessments</li> <li>➤ Provide additional support for students who are failing to make academic progress</li> <li>➤ Provide extended learning opportunities beyond the school day/year</li> <li>➤ Analyze student data to inform instructional decisions to accelerate learning</li> <li>➤ Create opportunities for staff collaboration that focus on</li> </ul>	<ul style="list-style-type: none"> <li>➤ Create opportunities to increase in-school resources for student readiness</li> <li>➤ Support students in overcoming barriers related to student attendance</li> <li>➤ Support students in overcoming barriers related to student behavior</li> <li>➤ Support students in overcoming barriers to physical wellness</li> <li>➤ Implement targeted programming strategies and intervention in areas including trauma informed practice, restorative practices, school counseling, and mental health programming</li> </ul>	<ul style="list-style-type: none"> <li>➤ Support in developing a positive school culture and maintaining a school environment that is conducive to effective instruction</li> <li>➤ Development of an organizational structure to support the diverse needs of the school</li> <li>➤ Build and maintain an effective turnaround leadership team</li> <li>➤ Other</li> </ul>



through coaching and mentoring > Other	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/ learning loss recovery programs > Other	> Establish school-wide processes 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 student needs > Other	
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Use the template below to identify strategies (from the chart above) and action steps aligned to the School Improvement Plan to address the identified needs that will be funded with ATSI 24 funds. If none of the strategies listed in the chart are included in the School Improvement Plan, please select "other" and list the strategy from the School Improvement Plan under the appropriate lever in the chart below.

**Duplicate the template below for each strategy selected.** (No more than 2 strategies per lever may be selected)

<b>Lever of Change</b> Select the Lever of Change	<input type="checkbox"/> <b>Lever 1: Strong Leadership</b> <input type="checkbox"/> <b>Lever 2: Effective Instruction</b> <input type="checkbox"/> <b>Lever 3: Student Support &amp; Services</b> <input type="checkbox"/> <b>Lever 4: Additional Supports</b>
<b>Strategy</b> <ul style="list-style-type: none"> <li>• Provide the Strategy # from the School Improvement Plan that aligns to the selected strategy.</li> <li>• Identify the strategy from the list above that will be used to support the prioritized need.</li> </ul>	<b>School Improvement Plan Strategy #:</b>  <b>Strategy:</b>
Provide the prioritized need the strategy will support and indicate if the strategy is new or existing.	<b>Prioritized Need:</b> <input type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Existing</b>
<b>Provide the hyperlink of supporting research:</b>	
Tier Category:	<input type="checkbox"/> <b>Tier 1</b>

	<input type="checkbox"/> Tier 2 <input type="checkbox"/> Tier 3
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**Duplicate the below chart for each action step related to the strategy.** No more than five (5) action steps can be developed for each strategy selected. Action steps selected to be funded must focus on supports that create meaningful learning experiences that support school improvement for the identified ATSI student group.

<b>Action Step</b>			
Provide the following information for the action step: <ol style="list-style-type: none"> <li>1. Include the action step # this action step aligns to in the School Improvement Plan.</li> <li>2. Provide a description of the action step, including details regarding what will be implemented.</li> <li>3. Identify how the action step will support the prioritized need identified above.</li> </ol>			
	<b>Action Step 1 (Required)</b>	<b>Action Step 2 (Optional)</b>	<b>Action Step 3 (Optional)</b>
<b>Action Step # in the School Improvement Plan:</b>			
<b>Action Step Description:</b>			
<b>How will this action step support the prioritized need?</b>			
<b>Implementation monitoring</b> Identify how the action step will be monitored for implementation. <ul style="list-style-type: none"> <li>• Include a bulleted list of indicators (documentation/tools) that will be used to monitor the implementation of the action step.</li> <li>• Include the frequency of monitoring.</li> </ul>	<b>Documentation/Tool</b>	<b>Documentation/Tool</b>	<b>Documentation/Tool</b>
	•	•	•
	<b>Frequency of monitoring</b>	<b>Frequency of monitoring</b>	<b>Frequency of monitoring</b>

<p>* Implementation Examples: Weekly PLC Sign in Forms, Weekly Lesson Plans, Computer-based Supplemental Program Monthly Usage Reports, 20-day Attendance Report, Meeting Agendas and Minutes</p>			
<p><b>Effectiveness Monitoring</b> Identify how the action step will be measured to determine effectiveness.</p> <ul style="list-style-type: none"> <li>• Include the metric that will be used to gauge success or improvement: percent, number, value, etc.</li> <li>• Include the frequency of monitoring.</li> </ul> <p>*Effectiveness Examples: Quarterly formative assessment data will show a 5% increase of students on track or mastered; 20-day attendance reports will show a minimum of 95% average daily attendance. There will be at least a 3-percentage point increase each month in the number of teachers scoring "Yes" or "Mostly" on Core Action 3 Question A of the IPG Walkthrough Tool.</p>	<p><b>Metric to measure success</b></p> <p><b>Frequency of monitoring</b></p>	<p><b>Metric to measure success</b></p> <p><b>Frequency of monitoring</b></p>	<p><b>Metric to measure success</b></p> <p><b>Frequency of monitoring</b></p>
<p><b>Estimated Cost</b> Provide an itemized list of expenses for the action step that the grant will support for this action step. (Refer to the Budget Narrative Guidance)</p>	<p><b>Estimated cost for Action Step:</b></p>	<p><b>Estimated cost for Action Step:</b></p>	<p><b>Estimated cost for Action Step:</b></p>



## **Additional Targeted Support and Improvement (ATSI 24) ASSURANCES**

*An authorized Grantee representative must sign below to indicate approval of the contents of the Grantee application and these Assurances for the ATSI 24.*

**The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified LEA (Grantee). These Assurances, together with all application information submitted by the Grantee, constitute the “Grant Contract.”**

The Grantee hereby agrees to the following Assurances:

1. The Grantee shall submit leading/predictive data, as determined by the Tennessee Department of Education (“State”), for all Additional Targeted Support and Improvement (ATSI) schools and their identified subgroups. The Grantee shall submit these data three times a calendar year (approximately every four months) using a submission method specified by the State.
2. The Grantee shall submit an End-of-Year Report detailing progress toward goal attainment.
3. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract are in accordance with the intent and purpose of the ATSI Grant and align to the prioritized needs identified in the 2024-2025 School Improvement Plan to support improvement in the Grantee’s ATSI schools.
4. The Grantee shall ensure that each eligible ATSI school served by the Grantee receives all the State and local funds it would receive in the absence of the ATSI Grant and that any school level resources received from the grant are aligned with the District Priority Plan.
5. The Grantee shall 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)).
6. The Grantee shall participate in regular monthly meetings with the Division of Schools to discuss grant implementation and spending.
7. The Grantee shall participate in all data submission, spending reporting and evaluation activities as requested by the U.S. Department of Education and the State. This includes participating in any federal or State funded evaluations or studies, if applicable, annual performance reports, final grant report documentation, and financial statements.
8. The Grantee shall maintain documentation of all program activities and expenditures. 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.

9. The Grantee shall 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 State and the Comptroller of the Treasury is authorized to conduct compliance audits of any Grantee program.

10. The Grantee shall request reimbursement for project expenditures, at a minimum, quarterly and retain documentation for said reimbursements.

11. The Grantee shall maintain the local educational agency's fiscal effort in accordance with ESSA 20 U.S.C. § 8521 and (1118(a)).

12. The Grantee shall ensure grant 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 State Division of School Turnaround before line items are modified.

13. The Grantee shall ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the State, federal legislation, and F&A Accounts Policy.

14. The Grantee shall 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 State. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available here.

15. The Grantee shall ensure compliance with all state and federal provisions of the U.S. Department of Education governing the funds awarded for the grant.

16. The Grantee shall comply with all provisions of the Elementary and Secondary Education Act 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).**

17. The Grantee shall ensure that Charter Schools have an equal opportunity to participate to the full extent in the Additional Targeted Support and Improvement Grant.

18. The Grantee has a clear process for ensuring all applicable laws and regulations regarding ESEA Title I A, School Improvement Grant programs, and funding are followed in its authorized charter schools.

19. The Grantee shall ensure that authorized Charter Schools will 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 State.

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 immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).

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](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. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

55. 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.

56. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

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

58. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

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

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

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

- that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

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

**By my signature below, I hereby agree to the above Assurances and to the content of the grant application submitted on behalf of the Grantee designated below.**

Print Grantee Name

Signature of Authorized Grantee Representative

Print Name of Authorized Grantee Representative

Print Title of Authorized Grantee Representative



## Endnotes

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

<sup>2</sup>Every Student Succeeds Act (ESSA), § 1003(f)(1)(2)(3).

<sup>3</sup>Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(iii).

<sup>4</sup>Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(ii).

<sup>5</sup>Every Student Succeeds Act (ESSA), § 1111(d)(1)(B)(v).

<sup>6</sup>Every Student Succeeds Act (ESSA), § 1003(b)(1)(A).

<sup>7</sup>Every Student Succeeds Act (ESSA), § 1003(b)(2)(A)(ii).

<sup>8</sup>Every Student Succeeds Act (ESSA), § 1003(e)(1)(B).

<sup>9</sup>Every Student Succeeds Act (ESSA), § 10031003(e)(1)(C) and § 1111(d)(2)(B)(iv) and (v).

<sup>10</sup>Every Student Succeeds Act (ESSA), § 1003(e)(1)(D).

<sup>11</sup>Every Student Succeeds Act (ESSA), § 1003(e)(1)(E).

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

<sup>13</sup>Every Student Succeeds Act (ESSA), § 1003(e)(1)(F)