



State School Improvement Grant 3.0

Application Guide

Tennessee Department of Education | Winter 2026

State School Improvement Grant (SSIG) 3.0 Intent and Purpose

The State School Improvement Grant (SSIG) 3.0 is a **three-year** funding opportunity provided to districts to support schools designated as Priority or Comprehensive Support and Improvement (CSI). Grant funds must be used to implement strategies outlined in approved School Turnaround Plans. Strategies selected should focus on rapid school turnaround, improvement of systems and structures, and directly support student achievement.

The Division of School Turnaround will award grant funds to districts that serve Priority/CSI schools. Districts are required to allocate eighty percent of funds to schools with a Priority/CSI identification. The remaining **twenty percent** of the grant funds can be used to implement district strategies that support the common needs of CSI schools. Indirect costs are not allowed in this grant.

Grant Timeline

Date	Item
June 30, 2028	SSIG 3.0 obligation deadline

District Requirements

The district must complete the Cover Page, Program Details and Assurance sections in ePlan.

- The **Cover Page** includes a list of Priority/CSI schools that will be served with SSIG 3.0 and the amount of funds the district has allocated to the school.
- The **Program Details** requires a description of the district's methodology to allocate the eighty percent of funds to Priority/CSI schools and the amount of funds that will be allocated for district level strategies.
- The **Assurance** section requires the district to indicate agreement of the grant contract by following the assurances outlined.
- If the district utilizes (up to but not exceeding 20) grant funds at the district level to implement strategies that support the common needs of Priority/CSI schools, a district level application must be completed and uploaded in Related Documents in ePlan. Prioritized needs, goals, strategies and action steps for the district application must align to the current District Turnaround Plan.

Required to be uploaded in Related Documents

- 2025-2026 District Turnaround Plan (if applicable)
- District SSIG 3.0 Application (if applicable)
- 2025-2026 School Turnaround Plans
- School Level SSIG 3.0 Applications

Three Year Budget Planning

Developing a three-year budget for SSIG 3.0 requires thoughtful planning to support rapid school turnaround. To ensure your budget aligns with strategic goals and remains adaptable over time, consider the following:

1. Align the budget with the school's defined goals and priorities for the next three years.
2. Review current expenditures and anticipate future needs.
3. Analyze trends and patterns to establish a reliable forecasting baseline.
4. Categorize expenses into key areas such as personnel costs (salaries, benefits, professional development), instructional resources, and student support services.
5. For multi-year expenses, ensure each action step includes the total projected cost across all three years.
6. Regularly compare actual expenditures to budgeted amounts to monitor progress.
7. Revise the budget as needed throughout the grant cycle, keeping the school's improvement goals at the forefront.

By following these steps, your budget will serve as a strategic tool to guide and sustain school improvement efforts throughout the SSIG 3.0 grant cycle. If additional support is needed, reach out to your DST Turnaround Director.

Application – Examples of how to complete the sections are provided below.

Section 1: Respond in the white boxes in each section.		
District Name	ABC County School District	
District Contact Information	Name/Position	Email
	Dr. M. Jones/ Turnaround Director	Mjones@sgcd.edu
School Name (school application only)	123 Elementary School	
Principal (school application only)	Principal Pat Hope	
Principal Contact Information (school application only)	Email	Phone
	hopem@sgcd.edu	854-451-0023
Allocation Amount	\$350,000	

Strategy Details Respond in the white boxes in each section.
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Prioritized Need from the School Turnaround Plan:	ELA Academic Achievement
Goal number from the School Turnaround Plan supporting the prioritized need:	Goal 1
Strategy number from the School Turnaround Plan supporting the prioritized need (must fall under the goal listed above):	S1.3
Strategy title:	Provide additional support for students who are failing to make academic progress
Provide the hyperlink to supporting research:	https://ies.ed.gov/ncee/WWC/PracticeGuide/29
Select evidence category:	<input checked="" type="checkbox"/> Tier 1 <input type="checkbox"/> Tier 2 <input type="checkbox"/> Tier 3
List all action step number(s) from the School Turnaround Plan that falls under this strategy that SSIG 3 will fund.	A 1.3.1, A 1.3.2

Action Step Details	
Respond in the white boxes in each section. Duplicate table for each action step that falls under the strategy listed above.	
Action Step Number (from the school turnaround plan) and Description Describe how the action step will be implemented at the school.	A 1.3.1 – Interventionist will be hired to support small group or one-on-one instruction to tier 3 students
Prioritized Need Alignment How does the action step support the prioritized need?	Academic interventionist will help support the prioritized need by providing differentiated instruction to address student skill deficits and help close achievement gaps.
Implementation Documentation and Frequency <i>* 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</i>	<ul style="list-style-type: none"> Weekly small group roster Quarterly Formative Assessment report Intervention lesson plans
Effectiveness Measurement Tools and Frequency <i>* 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</i>	<ul style="list-style-type: none"> Formative assessment proficiency will increase by 5% each quarter for students receiving intervention Students in Tier 2 and Tier 3 will decrease by 3% each quarter
Estimated Cost Provide an itemized list of expenses for the action step.	1 FTE Interventionist \$50,000/year = \$150,000/3year budget

Action Step Details	
Respond in the white boxes in each section. Duplicate table for each action step that falls under the strategy listed above.	
Action Step Number (from the school turnaround plan) and Description Describe how the action step will be implemented at the school.	A 1.3.2 – After school and Saturday school will be provided to students that are not making academic progress.
Prioritized Need Alignment How does the action step support the prioritized need?	Academic tutoring will support the prioritized need by addressing individual learning needs, build fluency and clarify learning misconceptions.
Implementation Documentation and Frequency <i>* 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</i>	<ul style="list-style-type: none"> Weekly Tutoring Sign In Quarterly Formative Assessment report Tutoring lesson plans
Effectiveness Measurement Tools and Frequency <i>* 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</i>	<ul style="list-style-type: none"> Formative assessment proficiency will increase by 5% each quarter for students receiving addition academic supports Students in Tier 2 and Tier 3 will decrease by 3% each quarter
Estimated Cost Provide an itemized list of expenses for the action step.	SY 26-27 - 3 Tutors x 5 hours/week x 8 weeks at \$30.00/hour = \$3,600 SY 27-28 - 3 Tutors x 5 hours/week x 8 weeks at \$30.00/hour = \$3,600 Grand Total = \$7,200

Strategy Details	
Respond in the white boxes in each section.	
Prioritized Need from the School Turnaround Plan:	Math Academic Achievement
Goal number from the School Turnaround Plan supporting the prioritized need:	Goal 2
Strategy number from the School Turnaround Plan supporting the prioritized need (must fall under the goal listed above):	S2.1
Strategy title:	Create opportunities for staff collaboration focused on improving the quality of the teaching and learning in all classrooms
Provide the hyperlink to supporting research:	https://ies.ed.gov/ncee/WWC/Study/90794
Select evidence category:	<input checked="" type="checkbox"/> Tier 1 <input type="checkbox"/> Tier 2 <input type="checkbox"/> Tier 3
List all action step number(s) from the School Turnaround Plan that falls under this strategy that SSIG 3 will fund.	A 2.1.3 & A 2.1.4

Action Step Details Respond in the white boxes in each section. Duplicate table for each action step that falls under the strategy listed above.	
Action Step Number (from the school turnaround plan) and Description Describe how the action step will be implemented at the school.	A .2.1.3 – Collaborative planning sessions to develop to create 9-week lesson plans that directly align to the state standards and include student engagement strategies.
Prioritized Need Alignment How does the action step support the prioritized need?	Collaborative lesson planning supports the prioritized need by ensuring students are provided lessons that meet the academic rigor level and are directly aligned to the state standards.
Implementation Documentation and Frequency <i>* 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</i>	<ul style="list-style-type: none"> • Planning Agenda and Sign in Sheets • Lesson Plan Feedback Form • Walkthrough Observation Tool
Effectiveness Measurement Tools and Frequency <i>* 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</i>	<ul style="list-style-type: none"> • Formative assessment proficiency will increase by 5% each quarter • 80% of teachers observed will move from Core Action 2 to Core Action 3 during the quarterly walkthrough observation
Estimated Cost Provide an itemized list of expenses for the action step.	SY 26-27 – Stipends for 12 teachers for 4 hours/day for 10 days at a rate of \$30.00/hour = 14,400 base salary; Benefits = 2,335 Total = \$16735

Action Step Details Respond in the white boxes in each section. Duplicate table for each action step that falls under the strategy listed above.	
Action Step Number (from the school turnaround plan) and Description Describe how the action step will be implemented at the school.	A .2.1.4 – Support novice or struggling teachers and school leaders through coaching and mentoring.
Prioritized Need Alignment How does the action step support the prioritized need?	Supporting new and novice teachers leads to higher retention, increased job satisfaction, improved instructional practices, and better student outcomes, including higher achievement.
Implementation Documentation and Frequency <i>* 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</i>	<ul style="list-style-type: none"> • Mentor Logs • Lesson Plan Feedback Form • Walkthrough Observation Tool
Effectiveness Measurement Tools and Frequency <i>* 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</i>	<ul style="list-style-type: none"> • 80% of teachers mentored will move from Core Action 2 to Core Action 3 during the quarterly walkthrough observation • 80% of teachers will score an overall 3 or higher on their TEAM observations.
Estimated Cost Provide an itemized list of expenses for the action step.	SY 27-28 – Mentor stipends for 5 highly effective core content teachers at a rate of \$1,500 = \$7,500 (this includes salary and benefits)

STATE SCHOOL IMPROVEMENT GRANT (SSIG) 3.0 ASSURANCES

An authorized Grantee representative must sign below to indicate approval of the contents of the Grantee application and these Assurances for the State School Improvement Grant (SSIG) 3.0 allocation.

The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified Local Education Agency ("Grantee" or "Eligible Recipient"). These Assurances, together with all application information submitted by the Grantee, constitute the "Grant Contract" with the State of Tennessee, Department of Education ("TDOE" or "State").

The Grantee hereby agrees to the following Assurances:

1. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract are in accordance with the intent and purpose of the State School Improvement Grant 3.0 and align to the prioritized needs identified in the local education agency (LEA) and/or school turnaround plan to support improvement.
2. The Grantee shall ensure that each eligible Priority/Comprehensive Support and Improvement (CSI) school served by the Grantee receives all the state and local funds it would receive in the absence of the State School Improvement Grant 3.0 and that any school level resources received from the Grant Contract are aligned with the LEA and/or school turnaround plan.
3. 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 (20 U.S.C. § 6312(c)).
4. The Grantee shall participate in monthly meetings with the State at dates and times to be determined by the State to discuss Grant Contract implementation and spending. Monthly meeting may be virtual or in-person, as determined by the State.
5. The Grantee shall participate in milestone monitoring conducted by the State to ensure the Grantee's implementation and effectiveness of the State School Improvement Grant 3.0.

6. 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.
7. The Grantee shall maintain documentation of all program activities and expenditures.
8. The Grantee shall adhere to the same financial audits, audit procedures, and audit requirements as the State. The audit shall be consistent with the requirements of state laws regarding state audits. The State or the Comptroller of the Treasury is authorized to conduct compliance audits of any LEA program.
9. The Grantee shall request reimbursement for project expenditures quarterly, at minimum, and retain documentation for said reimbursements.
10. The Grantee shall ensure that the total for each reimbursement amount is proportional to the time the grant was accessible to the Grantee.
11. The Grantee shall demonstrate a clear and consistent commitment to utilizing funds in a timely manner, as required under the Every Student Succeeds Act (ESSA) Section 1003 (20 U.S.C. § 6303), through prompt spending and reimbursement practices that ensure funds are not reverted.
12. The Grantee shall maintain its fiscal effort in accordance with ESSA Sections 1118(a) and 8521 (20 U.S.C. §§ 6321, 7901).
13. The Grantee shall 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 State before line items are modified.
14. The Grantee shall ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the State, including the Tennessee Department of General Services, Central Procurement Office Policy No. 2013-007, and federal legislation.
15. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract will be operated in accordance with all applicable state and federal laws.

16. The Grantee shall comply with all applicable provisions of federal law, including the Every Student Succeeds Act (ESSA) (20 U.S.C. § 6301 et seq.) and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) and its accompanying regulations (34 C.F.R. § 99.1 et seq.).

17. The Grantee shall ensure that charter schools served with this Grant Contract have an equal opportunity to participate to the full extent in the State School Improvement Grant 3.0.

18. The Grantee shall have a clear process for ensuring all applicable laws and regulations regarding ESSA Title I, Part A School Improvement Grant programs and funding are followed in any authorized charter schools the Grantee serves with this Grant Contract (20 U.S.C. § 6303 et seq.).

19. 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 applicable state and federal laws and regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the State.

20. 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 demonstrate compliance with all applicable state and federal fiscal and program requirements.

21. 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).

22. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

23. 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.

24. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

25. 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.

26. 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.

27. 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.

28. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing to the State Contract as specified by the State. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or Grantee confirmation as may be required.

29. 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.

30. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

31. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any

other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

32. 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.

33. 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.

34. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

35. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

36. 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.

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

38. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

39. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (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.

40. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

41. 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.

42. 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.

43. 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 this Grant Contract. This limitation of liability is cumulative and not per incident.

44. 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.

45. 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.

46. Charges to Service Grantees 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.

47. 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.

48. 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

49. 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.

50. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

51. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

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

53. 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.

54. 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.

55. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

56. 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.

57. 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.

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. I understand that this Assurances document does not replace the Application Assurance document and that the Grantee is obligated to the terms outlined in both documents.

Print Grantee Name

Signature of Authorized Grantee Representative

Print Name of Authorized Grantee Representative

Print Title of Authorized Grantee Representative