



TAG 6.0 District Application Guide

Grant Resource for Districts

Division of School Turnaround | Winter 2026



Intent and Purpose

The **Turnaround Action Grant 6.0 (TAG 6.0)**, through Title I, Part A, Section 1003 school improvement funds, is provided to districts that are geographically diverse and serve Priority/Comprehensive Support and Improvement (CSI) schools. The purpose of the TAG 6.0 grant is to strategically address the root causes of the identified needs outlined in district/school turnaround plans, with the goal of substantially raising student achievement and outcomes. Indirect costs can be charged to this grant.

Grant Timeline

Date	Item
June 30, 2027	TAG 6.0 obligation deadline

Application Completion

Districts opting to use funds to implement district-level initiatives must complete the District Application. The amount used for district strategies must not exceed 20% of the total TAG 6.0 grant allocation. Download the district-level application from the Related Documents section in ePlan. The information below will assist in the completion of the district-level application.

An additional allocation of \$40,000 has been provided to Tier 2 schools to strengthen support services and expand available resources.

Prior to applying funds toward district-level initiatives addressing the needs of all Priority/CSI schools, the additional allocation for each Tier 2 school must be deducted from the total TAG 6 allocation. Districts may allocate up to 20% of the remaining amount for these initiatives, and this approach must be clearly outlined in the methodology.

District Information

Enter the district name and grant contact information.

Strategy Table

Duplicate the table for each strategy. All sections of the table must be completed.

Prioritized Need

Identify the Prioritized Need included in the District Turnaround Plan that the strategy will address. Alignment between the need and strategy should be clear. For example, an ELA Achievement prioritized need aligns with a strategy of providing tutoring to students who demonstrate underperformance in reading.

District Turnaround Plan Information

Enter the goal number, strategy number/title, and action step number(s) that support the identified prioritized need. Ensure the strategy and action step number(s) fall under the listed goal.

Correct: Goal 1-Strategy 1.3-Action Step 1.3.2

Incorrect: Goal 1-Strategy 2.2-Action Step 2.2.1 (the strategy and action step fall under goal 2, rather than the listed goal 1)

Evidence

When completing this section, enter a working hyperlink to research that supports the proposed strategy. Select the evidence category by choosing the corresponding tier.

Action Step Table

Duplicate the table for each action step. Only include action steps that will be supported with TAG 6.0 funds. If a strategy includes multiple action steps, complete a separate table for each one.

Action Step Description

Provide a description of how the action step will be implemented. It is important to be specific so that grant reviewers can understand exactly what the proposed action step involves.

- What specific actions will occur?
- Who will carry out these actions?
- When will the actions take place?

Prioritized Need Alignment

Provide details on how the proposed action step supports the prioritized need. Grant reviewers should be able to understand why the action step is necessary to address the identified need.

Implementation Documentation and Frequency

Implementation monitoring is necessary to ensure that grant-funded activities are occurring as proposed in the application. Implementation monitoring answers the question: Are we doing what we said we would do?

Implementation documentation should:

- align with the action step
- be monitored throughout the year rather than once
- be used to ensure the action step is occurring with fidelity

Examples of Implementation Documentation and Frequency

- District-led school walkthrough schedules will be reviewed monthly
- School walkthrough data will be reviewed bi-weekly
- Data Team Meeting minutes will be reviewed monthly

- Principal coaching meeting agendas will be reviewed bi-monthly

Avoid the following:

- Job postings
- Invoices
- Order Forms
- Packing Slips

Effectiveness Measurement Tools and Frequency

Measuring effectiveness is necessary to determine if the action step is yielding the desired results. Effectiveness monitoring answers the question: Is it working?

Tools for measuring effectiveness should:

- align with the action step
- be monitored throughout the year
- be used to determine if the action step is effective

Examples of Effectiveness Measurement Tools and Frequency

- Quarterly formative assessment data will demonstrate a 5% increase in proficiency rates across all Priority/CSI schools
- A 3-percentage-point increase will be demonstrated each month in the number of teachers scoring "Yes" or "Mostly" in Core Action 3 in all Priority/CSI schools

It is important to avoid using the same effectiveness measure for every action step. Doing so makes it difficult to determine which action step is leading to positive outcomes.

Estimated Cost

Provide an itemized list of expenses related to the action step. Use the Budget Narrative Guidance document for guidance.

Related Documents Uploads

The following documents must be uploaded to the related documents section:

- 2025-2026 District Turnaround Plan
- 2025-2026 School Turnaround Plan(s)
- District-level TAG 6.0 Application (if applicable)
- School-level TAG 6.0 Application(s)

Example

Strategy Details	
Respond in the white boxes in each section.	
Prioritized Need from the District Turnaround Plan:	ELA and Math achievement
Goal number from the District Turnaround Plan supporting the prioritized need:	G3
Strategy number from the District Turnaround Plan supporting the prioritized need (must fall under the goal listed above):	S 3.2
Strategy title:	Develop instructional leadership capacities of school leaders and teachers
Action step number(s) from the District Turnaround Plan supporting the prioritized need (must fall under the strategy listed above):	A 3.2.2, A.3.2.3
Provide the hyperlink to supporting research:	Effective Instructional Leadership Practices in High Performing Elementary Schools
Select evidence category:	<input checked="" type="checkbox"/> Tier 1 <input type="checkbox"/> Tier 2 <input type="checkbox"/> Tier 3

Action Step Details	
Respond in the white boxes in each section. Duplicate the table for each action step that falls under the strategy provided in the strategy table.	
Action Step Number from the District Turnaround Plan	A 3.2.2
Action Step Description Describe how the action step will be implemented.	Grant funds will be used to supplement the district's instructional team with the addition of 1 FTE literacy specialist and 1 FTE math specialist. These specialists will provide coaching support to all Priority/CSI schools. Principals and teachers will attend PLCs facilitated by the specialists to ensure consistency in expectations and feedback.
Prioritized Need Alignment Describe how the action step supports the prioritized need.	The specialists will provide training, support, and monitoring in the areas of ELA and Math to ensure students have access to high-quality, data-driven instruction each day.
Implementation Documentation and Frequency	PLC schedules and agendas will be reviewed bi-weekly to ensure all schools have access to the literacy and math specialists during their scheduled PLC meetings.
Effectiveness Measurement Tools and Frequency	Formative assessment data will be collected weekly during Tier 1 instruction and will demonstrate a 5% increase in proficiency each quarter.
Estimated Cost	1 FTE Literacy specialist (salary and benefits) \$87,550 1 FTE Math specialist (salary and benefits) \$87,550

Provide an itemized list of expenses for the action step.	Total estimated cost: \$175,100.00
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Action Step Details Respond in the white boxes in each section. Duplicate the table for each action step that falls under the strategy provided in the strategy table.	
Action Step Number from the District Turnaround Plan	A 3.2.3
Action Step Description Describe how the action step will be implemented.	Content-specific planning sessions, led by ELA and Math specialists, will be conducted monthly. Specialists will facilitate planning sessions at each Priority/CSI school. The district will support this initiative by providing substitutes to ensure all teachers can attend.
Prioritized Need Alignment Describe how the action step supports the prioritized need.	Planning sessions will focus on lesson internalization and prep, student work analysis, and modeling. These collaborative sessions will help build the content knowledge of ELA and Math teachers, enabling them to plan instruction that is rigorous, focused, and supports student mastery of the standards.
Implementation Documentation and Frequency	Planning agendas and sign-in sheets: monitored weekly. Instructional walkthrough data: monitored monthly.
Effectiveness Measurement Tools and Frequency	The percentage of observed lessons meeting the expectations of the instructional practices presented during planning sessions will increase by 10% each quarter. The number of students scoring Met or Exceeded in Math and ELA formative assessments will increase by 10% each submission (Fall/Winter/Spring).
Estimated Cost Provide an itemized list of expenses for the action step.	20 Certified substitutes for 8 days throughout the year to support content-specific planning sessions, \$32,000

Suggestions for Successful Applications

- All activities must be allowable, reasonable, and necessary.
- Be clear in what you are requesting. There must be an alignment and/or connection between the district/school turnaround plans and the proposed strategies and action steps.
- Please note that TAG 6.0 funds are intended for rapid school turnaround, resulting in dramatic, significant improvement in student outcomes.
- Utilize the Budget Narrative Guidance document. This resource includes information on allowable and unallowable uses of school improvement funds.
- Verify the links to supporting research to ensure they are functioning properly. Links should not lead to a Google Drive or a website login page.
- Upload the school and district-level applications as PDFs rather than Word documents.

Assurances

TURNAROUND ACTION GRANTS 6.0 - ASSURANCES

The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified LEA (“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 Turnaround Action Grant 6.0 and align to the prioritized needs identified in the 2025-2026 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 Turnaround Action Grant 6.0 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 at dates and times to be determined by the State to discuss Grant Contract implementation and spending. Monthly meetings may be virtual or in-person, as determined by the State.
5. The Grantee shall participate in all milestone monitoring conducted by the State to ensure implementation and effectiveness of the school turnaround plan, including but not limited to on-site visits conducted by the State’s Division of School Turnaround.
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 school district. 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 district 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 must demonstrate a clear and consistent commitment to utilizing funds in a timely manner, as required under 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 a 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 approved by the State.
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 and regulations, including 2 C.F.R. § 200.0 et seq., as well as approved policies and rules as established by the Tennessee State Board of Education and the State.
16. The Grantee shall ensure compliance with all applicable state and federal laws and regulations governing the funds awarded for the grant.
17. 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.).
18. The Grantee shall ensure that eighty percent (80%) of grant funds are allocated directly to schools with a Priority/CSI identification. The remaining twenty percent (20%) of the grant funds can be used to support the common needs of Priority/CSI schools as outlined in the Grantee's turnaround plan.
19. The Grantee shall ensure that charter schools served with this Grant Contract have an equal opportunity to participate to the full extent in Turnaround Action Grant 6.0.
20. The Grantee shall have a clear process for ensuring all applicable laws and regulations regarding ESSA Title I, Part A (20 U.S.C. § 6303 et seq.) School Improvement Grant programs and funding are followed in any authorized charter schools the Grantee serves with this Grant Contract.
21. 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.
22. 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.

23. 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).

24. 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).

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

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

40. 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.

41. 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.

42. 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).

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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

51. 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.

52. 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.

53. 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.

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

55. 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.

56. 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this 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.

57. 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.

58. 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.

59. 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.