

**Charter Schools Facilities Fund (FY23) Cover Page**

### Submit to: Charter.Schools@tn.gov

**Application Due**

**11:59 PM CT, December 02, 2022**

|  |  |  |
| --- | --- | --- |
| **Grant Type** | **Funds Requested** | **Grant Period** |
| Need-Based Charter Facilities Grant | Up to $700,000.00 | January 1, 2023 –June 30, 2026 |

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| --- |
| **Charter School Information** |
| Name of Charter School |
| Mailing Address (Street, City, State, Zip) |
| CMO (if applicable) |
| Grant Contact Person | Title |
| Phone Number | Fax Number |
| E-Mail Address | Website (if applicable) |
| UEI Number |
| Grades Served | Total Enrollment |
| Authorizer | Facility Status (Own, Lease, etc.) |

**Assurances**

An authorized charter school representative must sign below to indicate approval of the contents of the school’s application and these Assurances for the Charter Schools Facilities Fund (FY23).

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

The Grantee hereby agrees to the following Assurances:

1. Authority of Authorized Representative. The authorized representative for the Grantee has been authorized by the Grantee's governing body to request funding for this grant, to execute the grant, to comply with certifications, budget, and fiscal requirements, and to act as the governing body's authorized representative for the grant program. Neither the representative nor any member of the Grantee’s governing body or leadership has any conflict of interest with any party (employee, management organization, contractor, vendor, etc.) that has a financial interest in the grant award.
2. Definition of Charter School. The Grantee satisfies all elements of the state definition of a

public charter school provided in T.C.A. 49-13-104(12).

1. Data Reporting. The Grantee shall, for the duration of the Grant Contract, participate in all

data reporting and evaluation activities as requested by the Tennessee Department of Education (TDOE); this includes participation in any federal or state-funded charter school evaluations or studies, final grant report documentation and financial statements. The Grantee shall annually provide the TDOE such information as may be required to determine if the charter school is making satisfactory progress toward achieving its objectives.

1. Charter School Compliance. The Grantee shall operate a charter school in compliance with all state and federal laws.
2. ESSA Compliance. The Grantee shall comply with all provisions of the Every Student Succeeds Act (ESSA), including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments [P.L. 107-110].
3. Student Records. The Grantee shall ensure that a student’s records, and, if applicable, a student’s individualized education program as defined in section 602(11) of the IDEA, will follow the student, in accordance with applicable law (P.L. 107-110, section 5208).
4. Use of Funds. The Grantee shall ensure that the awarded grant funds will be spent or encumbered in accordance with the guidance provided in the application. The Grantee agrees to use the funds only for allowable costs in a manner consistent with its approved application. Any modifications and/or changes to the use of grant funds by the Grantee must be pre-approved in writing by the TDOE.
5. Equitable Participation. The Grantee confirms that these funds will support all children in the school. To that end, Grantee will ensure equitable program participation, as required under section 427 of the *General Education Provision Act*.
6. Financial Management. The Grantee agrees to use financial management systems that are sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the terms and conditions of the award.
7. Reimbursements. The Grantee will follow reimbursement procedures, requesting funds at least quarterly, and respond to all grant requirements in a timely fashion.
8. Grant Training. The Grantee shall attend all mandatory meetings/trainings required by the TDOE.
9. Charter Agreement. The Grantee has a written performance contract with its authorizer that (i) specifies the rights and responsibilities of the school and the authorizer; and (ii) holds all students accountable for meeting the academic performance requirements of the state accountability system.
10. Copy to Authorizer. Grantee agrees to provide its authorized public chartering authority timely notice, and a copy, of the application.
11. 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).
12. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
13. 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.
14. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State’s right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
15. 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.
16. 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.
17. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
	1. 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.
	2. 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.
	3. 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 sub-grantees 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.

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

1. 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.
2. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
3. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Grant Contract.
	1. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
	2. 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.
	3. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
4. 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 Grantees 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 GRANTEE 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.

1. 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.
2. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
3. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

## If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment A.

When a federal single audit is required, the audit shall be performed in accordance with

U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

## A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

1. 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 sub-grantee, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

1. 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.
2. 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.
3. 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 amount allocated in the grant award letter. This limitation of liability is cumulative and not per incident.

1. 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.
2. 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.
3. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
4. 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.
5. 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\_0 2.tpl

1. 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.
2. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
3. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
4. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
5. 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.
6. 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:
	1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
	2. 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;
	3. 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
	4. 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.

1. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
2. 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. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee’s failure to comply with this section.

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract’s other terms and conditions.

*[Signature Page and Attachment Follow]*

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

Print Charter School Name Date

Signature of Authorized Representative

Print Name of Authorized Representative

Print Title of Authorized Representative

**2022-23 Charter School Facilities Fund**

Need-Based Competitive Grant Application

**Project Narrative** (not to exceed 8 pages)

**Part I: Project Overview**

1. Describe your current school facility or your proposed facility (if you are an approved charter school that has not commenced instruction). Provide all relevant details, including *but not limited to*:
	1. How old is your facility?
	2. How old are its major systems or components, such as roof, HVAC, etc.?
	3. Has the facility been negatively impacted by any recent weather events?
	4. How long have you occupied the facility?
	5. Is the facility owned or leased?
	6. How many students does the facility currently serve?
	7. Based on its current composition, what is the facility’s maximum student capacity?
	8. How many rooms does the facility contain, and how many rooms are used exclusively for instructional purposes?

Enter response here

1. Describe the particular facility needs or challenges faced by your school that could be addressed through financial support from the Charter School Facilities Fund. Indicate which of the following categories of expenditures would apply:
	1. Purchase of property;
	2. Lease or mortgage payments;
	3. Service of debt incurred for existing capital outlay projects; and/or
	4. Future capital improvements or renovations to facilities.

Enter response here

1. Indicate the amount of funding you are requesting, and how you would utilize it to address the previously identified needs or challenges. Note: the maximum amount that may be awarded to any one school is $700,000. You may describe projects that exceed the maximum, as long as you address how the funding will contribute to the total project expenses.

Enter response here

**Part II: Grant-Specific Narrative**

Need-Based Facility Grant: The applicant should provide evidence demonstrating that funding will address unmet high-need facility concerns impacting the learning environment. Please note: Requests that do not clearly meet the priority level description will be reduced in priority or potentially unfunded. The highest priority projects will be prioritized over funding 100% of an applicant’s requested amount.

|  |  |  |
| --- | --- | --- |
| Priority Level | Description | Examples |
| 1 | Urgent Health and Safety Concerns for Students and Staff | * Damage caused by natural disaster (e.g., flood, tornado, severe storm)
* ADA compliance
* Fire code compliance
* Asbestos removal
* Mold treatment
* Lead-based paint removal
* School security (does not include parking lots)
 |
| 2 | Ongoing Health and Safety Concerns for Students and Staff | * Roof replacement
* Repairs of HVAC, plumbing, or electrical systems
* COVID-19 related improvements
* Food service-related improvements
* Purchase of new building with evidence that current facility does not meet health and safety needs of students and staff
 |
| 3 | Improving Instructional Capacity | * Internet connectivity
* Renovation of instructional spaces
* Facilities improvements benefitting special populations
* Purchase of new building with evidence that current facility does not meet space needs
 |
| 4 | Other Identified Facility Needs | * Non-emergency building improvements
* Purchase of new building
* Lease payments
 |

1. Describe how the funds will be allocated to meet high priority needs of the school. Indicate below which prioritized needs will be addressed and how.

Enter response here

1. Complete the chart below to indicate the priority level, amount, and percent of total grant funds requested for each budget item. The total in this chart must match the total grant amount requested in Part I, Question 3.

*Facility Funding Request by Priority Level (add rows if needed)*

|  |  |  |  |
| --- | --- | --- | --- |
| Priority Level | Budget Item | Amount Requested | Percent of Total Request Funds |
| **1** |  | $ | % |
| **1** |  | $ | % |
| **1** |  | $ | % |
| **Totals for Priority Level 1:** | $ | % |
| **2** |  | $ | % |
| **2** |  | $ | % |
| **2** |  | $ | % |
| **Totals for Priority Level 2:** | $ | % |
| **3** |  | $ | % |
| **3** |  | $ | % |
| **3** |  | $ | % |
| **Totals for Priority Level 3:** | $ | % |
| **4** |  | $ | % |
| **4** |  | $ | % |
| **4** |  | $ | % |
| **Totals for Priority Level 4:** | $ | % |
|  |
| **Totals for All Priority Levels:** | $ | 100% |

1. Provide evidence of the negative impact of the current facility on student and staff health and safety, instructional capacity, student or staff retention, or any other facility-related effects. Provide justification for how your facilities project will address and improve these issues.

Enter response here

**Budget Narrative** (not to exceed 2 pages)

**Part III: Budget Narrative and Timeline**

All applicants should describe the following:

* the specific sub-costs associated with the proposed investment,
* the expected timeline for completion,
* identification of any components that might be subject to variance in expected cost or time, and
* contingency plans.

In addition, complete the budget template in **Attachment B**. All funds must be expended *on or after the grant award date of January 3, 2023*.

Enter response here

**Attachment A: Parent Child Information**

**Parent Child Information**

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed “Parent Child Information” document to the State during the Grantee’s fiscal year if the Grantee indicates it is subject to an audit on the “Notice of Audit Report” document.***

“Parent” means an entity whose IRS filing contains the information of at least one other entity. “Child” means an entity whose information is contained in another entity’s IRS filing.

Grantee’s Edison Vendor ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Grantee Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent entity’s tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: If the parent entity’s tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager 3rd Floor, WRS Tennessee Tower

312 Rosa L Parks Avenue Nashville, TN 37243

**Parent entity’s contact information**

Name of primary contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent entity’s Edison Vendor ID number, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment B: Budget Template**

**NOTE: *All expenditures must take place on or after the grant award date of January 3, 2023.***

|  |
| --- |
| **Need-Based Grant Budget** |
| **Grantee/School Name:** |  |
| **Total Grant Request:** | **$** | **\*Amount cannot exceed $700,000** |
| **72620 - Maintenance of Plant** | **Amount** | **Budget Narrative** |
| 330 - Operating Lease Payments | **$** |  |
| 335 - Maintenance & Repair Services - Building | **$** |  |
| 336 - Maintenance & Repair Services - Equipment | **$** |  |
| 399 - Other Contracted Services | **$** |  |
| 418 - Equipment & Machinery Parts | **$** |  |
| 426 - General Construction Materials | **$** |  |
| 499 - Other Supplies and Materials | **$** |  |
| 599 - Other Charges | **$** |  |
| 717 - Maintenance Equipment | **$** |  |
| **72620 - Subtotal** | **$** |  |
| **76100 - Regular Capital Outlay** | **Amount** | **Budget Narrative** |
| 304 - Architects | **$** |  |
| 308 - Consultants | **$** |  |
| 321 - Engineering Services | **$** |  |
| 331 - Legal Services | **$** |  |
| 399 - Other Contracted Services | **$** |  |
| 706 - Building Construction | **$** |  |
| 707 - Building Improvements | **$** |  |
| 715 - Land | **$** |  |
| 724 - Site Development | **$** |  |
| 799 - Other Capital Outlay | **$** |  |
| **76100 - Subtotal** | **$** |  |
| **82130 - Principal** | **Amount** | **Budget Narrative** |
| 601 - Principle on Bonds | **$** |  |
| 602 - Principle on Notes | **$** |  |
| 610 - Principle on Capitalized Leases | **$** |  |
| 612 - Principle on Other Loans Payable | **$** |  |
| **82130 - Subtotal** | **$** |  |
| **82230 - Interest** | **Amount** | **Budget Narrative** |
| 603 - Interest on Bonds | **$** |  |
| 604 - Interest on Notes | **$** |  |
| 611 - Interest on Capitalized Leases | **$** |  |
| 613 - Interest on Other Loans Payable | **$** |  |
| 699 - Other Debt Service | **$** |  |
| **82230 - Subtotal** | **$** |  |

**Attachment C: Additional Attachments (Optional)**