

APPENDIX I: PROGRAM ASSURANCES FORM

The applicant charter school’s Board President and Board-Appointed Authorized Representative (“Subgrant Contact”) must initial each item to certify they have read and understand each of the terms and further sign below to indicate their approval of the contents of this Great Schools Colorado (GSC) Charter Schools Program (CSP) subgrant application, and if funded, their agreement to carry out the activities presented in this application and the corresponding “Funding Opportunity” document upon award, and the receipt of program funds.

A signature from the applicant charter school’s authorizing local educational agency (LEA) is also required, indicating that the LEA agrees to serve as the subgrant fiscal agent on behalf of the applicant charter school for any GSC grant award.

On (date) _____ the Board of (School) _____ hereby applies for and, if awarded, accepts the federal program funds requested in this application. In consideration of the receipt of these subgrant funds, both the charter school’s board and its authorizer hereby agree that the general assurances for all federal funds and the terms therein are specifically incorporated by reference in this application. The charter school and its authorizer also certify that all program and pertinent administrative requirements, as outlined in the corresponding “Funding Opportunity” request for applications document, will be met. Charter school/authorizer partnerships that accept funding through the GSC grant agree to the following certifications and assurances:

_____ Recipient school will be aware of and comply with all provisions of the federal Every Student Succeeds Act (ESSA, Public Law 114-95), which reauthorized the Elementary and Secondary Education Act of 1965 (ESEA), including, but not limited to, provisions on title V, part B, subpart 1, Title IX, Boy Scouts of America Equal Access Act, Armed Forces Recruiter Access to Students and Student Recruiting Information, Unsafe School Choice Option, Family Educational Rights and Privacy Act, Privacy of Assessment Results, and School Prayer.

_____ Recipient school will be aware of and comply with federal laws including, but not limited to, complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, §504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), §444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly referred to as the “Family Educational Rights and Privacy Act of 1974”), and Part B of the Individuals with Disabilities Education Act, and federal regulations applicable to the federal Charter Schools Program, including the Education Department General Administrative Regulations in 34 CFR parts 75-77, 79, 81, 82, 84, 97, 98, and 99, the Office of Management and Budget Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the U.S. Department of Education in 2 CFR part 3485, and The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, as adopted and amended in 2 CFR part 3474.

_____ Recipient school and their authorizer will ensure knowledge of and compliance with all provisions of any programmatic guidance identified on the U.S. Department of Education Charter Schools Program website, including but not limited to the 2015 Notice of Final Priorities, Requirements, Definitions, and Selection Criteria for the Charter Schools Program Grants to State Educational Agencies (80 FR 34201), New Flexibilities under the Every Student Succeeds Act Frequently Asked Questions (December 2017), and the Charter Schools Program Nonregulatory Guidance (January 2014 or subsequent version), which includes specifications on use and structure of a lottery for enrollment if the charter school is oversubscribed, as well as guidelines on eligibility, allowable use of subgrant funds, and administrative and fiscal responsibilities.

_____Recipient school and its authorizer shall ensure that a student's records, and, if applicable, a student's individualized education plan as defined in §602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to that charter school, and to another public school upon the transfer of the student from a charter school to that public school, in accordance with applicable law (ESSA § 4308).

_____Recipient school and its authorizer are aware that U.S. Department of Education regulations prohibit a person from participating in an administrative decision regarding this project if (a) the decision is likely to benefit that person or his or her immediate family member; and (b) the person is a public official or has a family or business relationship with the sub-grantee, and that the recipient school and their authorizer have adopted by their governing body policies regarding apparent or actual conflicts of interest consistent with this federal regulation and state statute.

Further, the recipients certify they will avoid apparent and actual conflicts of interest when administering subgrants and entering into contracts for equipment and services.

_____Recipient school and its authorizer must remain in compliance with the requirements of the federal Children's Internet Protection Act.

_____Recipient school and its authorizer certify that no policy of the school or local educational agency prevents or otherwise denies participation in constitutionally protected prayer in public schools.

_____Recipient school and its authorizer will be aware of and comply with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, by acknowledging that subgrant recipients and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official subgrant business, or from using government supplied electronic equipment to text message or email when driving.

Program Requirements

_____Applicant school's subgrant contact (charter school authorized representative) possesses the legal authority to apply for this subgrant on behalf of the school. If the subgrant contact is not the chair of the governing body (due to conflict of interest), a resolution or motion has been adopted by the applicant's governing body directing and authorizing the subgrant contact the delegated responsibility to act on their behalf to submit this application, including all understanding and assurances of certifications contained herein, to execute the subgrant, if approved, to comply with certifications, budget, and fiscal requirements, and act as the governing body's authorized official for the subgrant program. The subgrant contact has no conflict of interest with any party (employee, management organization, contractor, vendor, etc.) with a financial interest in the subgrant award. Recipient school certifies it understands that an approved charter application and a signed charter contract are required to be eligible for an award.

_____Recipient school operates (or will operate, if not yet open) a charter school in compliance with all state and federal laws, and does not discriminate based on race (including hair texture, hair type or hairstyle), creed, gender, sexual orientation, religion, ancestry, national origin, color, disability, or age.

_____Recipient school agrees to notify the League within two business days upon any transition of administrator, leadership, or board member(s) at the school, and provide written notification from the governing board of any change in the school's Subgrant Contact.

_____Recipient school and its authorizer will ensure that at least one person from the charter school will subscribe to and be responsible for receiving communication from the GSC distribution list for the life of the subgrant.

_____Recipient school understands that it will not own rights, title, and/or interest in any of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this subgrant program.

Federal Compliance

_____ Recipient school shall ensure that students enrolled in the charter school will be taught the United States Constitution each year on September 17, Constitution Day (<https://www2.ed.gov/policy/fund/guid/constitutionday.html>).

Finances, Budget, and Audit

_____ Authorizer of the recipient school ensures that the charter school will receive funds through federal programs administered by the U.S. Department of Education, under which funds are allocated on a formula basis. Each charter school will receive funds for which it is eligible.

_____ Authorizer of the recipient school may not deduct funds for administrative fees or expenses from a subgrant awarded to an eligible applicant and shall distribute all subgrant funds to the eligible applicant without delay.

_____ Recipient school, with authorizer review and approval, will submit a revised budget narrative and budget workbook to the League within 30 days of notification of a subgrant award; budget changes must meet the approval of the League before any subgrant funds will be released.

_____ Recipient using an educational service provider (ESP) certifies that the ESP will not influence or exercise control over expenditure of federal funds, and that the ESP agreement with the charter school governing board will be provided to the League before subgrant funds are released.

_____ Recipient school will ensure that they will budget for and comply with the required monitoring visit during Implementation Year 2, according to their projected student count for the year of the visit.

_____ Recipient school and its authorizer will follow reimbursement procedures, requesting funds at a minimum of quarterly, and respond to all subgrant requirements in a timely fashion, including the Annual Financial Report (AFR).

_____ Recipient school is required not to have expenditures that exceed the approved budget line items by more than a total of 10 percent. If they wish to deviate beyond 10 percent in any budget object core category, they must seek a budget revision before expenditure or legal obligation of those funds, or they may not be reimbursed for the excess amount.

_____ Recipient school will ensure that the awarded subgrant funds will be spent or encumbered by September 30 of each subgrant year unless extenuating circumstances warrant an extension request. Recipient school understands that any such extension request must be made by the Authorizer, on their behalf, no later than September 1 of the respective subgrant year, and that if the League does not approve an extension request because extenuating circumstance have not been established, the recipient school will be held to the September 30 deadline.

_____ Recipient school and its authorizer shall provide the League with a written account of expenditures no later than November 30 following each subgrant year, utilizing the Annual Finance Report.

_____ Recipient school and its authorizer shall maintain appropriate accounting records and procedures following state and federal requirements that ensure proper disbursement of, and accounting for, federal funds, including evidence of costs incurred, with the provision that the records shall be kept available by the sub-grantee during the subgrant period and thereafter for five full years from the date of final payment. The League must be permitted to audit, review, and inspect the grantee's activities, books, documents, papers, and other records relating to the expenditures of subgrant proceeds.

_____ Recipient school and its authorizer shall comply with all federal and state annual independent audit requirements and ensure that arrangements have been made to finance mandatory audits. Funded projects will be required to maintain appropriate fiscal and program records. Fiscal audits of funds under this program will be conducted by the recipients annually as a part of their regular audit. Auditors should be aware of the federal audit requirements of the Single Audit Act of 1984.

_____Recipient school is required to keep and maintain all equipment purchased with subgrant funds in compliance with federal law and regulations. Should the charter school close, the authorizer agrees to notify the League of the reason for closure and to notify the League regarding the appropriate disposition of assets purchased under this subgrant.

_____Recipient school shall ensure that none of the funds authorized under the ESSA, including funds received under this subgrant program, shall be used (1) to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; (2) to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; (3) to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or (4) to operate a program of contraceptive distribution in schools (20 U.S. Code §7906).

_____Recipient school and its authorizer understand that if any findings of misuse of subgrant funds are discovered project funds must be returned to the League, and that the League may terminate a subgrant award upon 30 days' notice if it deems that the recipient is not fulfilling the funded program as specified in the approved subgrant application.

_____Grant history of the recipient school and their authorizer, including but not limited to past expenditure of funds, timely request of funds, and fulfillment of reporting requirements, may be considered for applicants in establishing the applicant's fiscal and programmatic risk for new subgrant award letters, as applicable.

Participation, Evaluation, Research, and Reporting

_____Recipient school and its authorizer will participate in at least one site visit and one diagnostic review through the GSC MONITORING visit within the multi-year subgrant cycle by The League and possibly a visit by the U.S. Department of Education.

_____Recipient school will submit any necessary annual year-end reports to The League by October following each fiscal year, which evaluates how program objectives were met during the previous fiscal year, and outlines the recipient's plan for the next fiscal year. Continued funding for subsequent years is dependent upon completion of these annual reports.

_____Recipient school and its authorizer will, for the life of the subgrant, participate in all federal, state, and authorizer data reporting and evaluation activities expected of all publicly-funded schools, unless exempt through waiver; and will participate in those activities outlined in the [Participation, Evaluation, and Reporting](#) section of the (GSC) grant "Funding Opportunity" request for applicants, including participation in the League's annual evaluations, studies and surveys and submission of APRs, final subgrant report, and supporting documentation.

Authorization, Accountability, and Governance

_____Recipient school assures that it has provided its authorizer with "adequate and timely notice" of this subgrant application (as required by ESEA §4310 (6)(B)), including the opportunity to review the complete GSC application before submission.

_____Recipient school will ensure the governing board is apprised of the requirements of the subgrant and their obligation to complete technical assistance requirements or risk delayed or suspended subgrant funds.

_____Recipient school and its authorizer, per ESEA §4303 (f)(1)(C)(i)(II), certify that the Charter Contract agreed for the school articulates that student achievement and growth, as measured by the state's School Performance Framework, is one of the most important factors for renewal or revocation of the school's charter contract, and that the authorizer reserves the right to revoke or not renew a school's charter based on financial, structural, or operational factors involving the management of the school, or if not included agree to amend the charter contract accordingly, to include these before award monies are distributed.

_____ Recipient school and its authorizer certify that a high degree of autonomy is built into its charter contract, consistent with the requirements of ESEA §4310 (2) and ESEA §4303 (f)(2)(A), including the school’s autonomy over budget, operations, and personnel decisions, and that they have sought, or will seek, all the appropriate automatic and non-automatic state waivers, and any necessary district waivers, to support the level of autonomy negotiated in their charter contract.

_____ Recipient school and its authorizer certify that their charter contract allows the opportunity for the school to purchase services via a third party.

_____ Recipient school shall include important information on the website of the school, as required by ESEA §4303 (f)(2)(G), to help parents and the community to make informed decisions about the education options available to their children, including information on the educational program, student support services, parent contract requirements (including any financial obligations or fees and information regarding textbook assistance), and enrollment criteria. This section also requires the school to provide annual performance and enrollment data for the student body and subgroups of students on its website.

Minor Facilities Repair Expenditures

(Initial if seeking a portion of GSC funds to be designated for this purpose)

_____ Recipient school acknowledges that any facility repairs will be minor, and any other renovations will be necessary to ensure compliance with applicable statutes and regulations.

_____ Recipient school acknowledges that any minor facility repairs paid for through GSC funds must be reviewed and approved by the LEAGUE before funds related to the activity can be incurred.

_____ Recipient school acknowledges that expenses are only for minor facility repairs that are non-sustained/one-time associated costs.

Transportation Expenditures

(Initial if seeking a portion of GSC funds to be designated for this purpose)

_____ Recipient school acknowledges that any transportation costs paid from this subgrant will be to support transporting students to and from the charter school, that the costs will be one-time startup costs, and that the charter school will continue to meet the transportation needs of its students after the subgrant ends.

_____ Recipient school acknowledges that any one-time transportation costs are “essential” and fall within the scope of the approved project.

_____ Recipient school will report on the transportation project goal by completing the Transportation Annual Report for Charters yearly and including it in the APR.

IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, PROJECT FUNDS MUST BE RETURNED TO THE LEAGUE. The League may terminate a subgrant award upon 30 days' notice if it is deemed by the League that the applicant is not fulfilling the requirements of the funded program as specified in the approved project application, or if the program is generating less than satisfactory results. Project modifications and changes in the approved budget must be requested in writing and approved in writing by the League before modifications are made to the expenditures. Please contact the designated League Grants Fiscal Manager (Email: accounting@coloradoleague.org) and the GSC Grant Team (Email: greatschools@coloradoleague.org) for any modifications.

_____ Name of School District or Charter School Institute Board President (if applicable)	_____ Signature
_____ Name of District Superintendent or Charter School Institute Executive Director (if applicable)	_____ Signature
_____ Name of Charter School Board President	_____ Signature
_____ Name of Charter School Authorized Representative (Subgrant Contact)	_____ Signature
_____ Name of School District or Charter School Institute Authorized Representative (Fiscal Manager)	_____ Signature