

Program Assurances

The applicant charter school's Board President and Board-Appointed Authorized Representative ("Grant 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 grant application, and if funded, their agreement to carry out the activities presented in this application and the corresponding Request for Application (RFA) document upon award, and the receipt of program funds.

If/When applicable, a signature from the applicant charter school's authorizing local educational agency (LEA) is also required indicating the LEA agrees to serve as the grant fiscal agent on behalf of the applicant charter school for any GSC grant award.

On _____ enter date _____, the Board of _____ enter charter school name _____ hereby applies for and, if awarded, accepts the federal program funds requested in this application. In consideration of the receipt of these grant funds, both the charter school's board and their 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 their 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:

Program Requirements

- ___ 1) Applicant grant contact (charter school authorized representative) possesses the legal authority to apply for this grant on behalf of the school. If the grant 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 grant 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 grant, if approved, to comply with certifications, budget, and fiscal requirements, and act as the governing body's authorized official for the grant program. The Grant Contact has no conflict of interest with any party (employee, management organization, contractor, vendor, etc.) that has a financial interest in the grant award.
- ___ 2) Recipient school certifies that they understand an approved charter application and a signed charter contract are required in order to be eligible for an award.
- ___ 3) 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, creed, gender, sexual orientation, religion, ancestry, national origin, color, disability, or age.
- ___ 4) Recipient school agrees to notify the Colorado League of Charter schools 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 Grant Contact.
- ___ 5) Recipient school and their authorizer will ensure that at least one person from the charter school will subscribe to and be responsible to receive communication from League's Great Schools Colorado email listserv for the life of the grant.
- ___ 6) Recipient school understands that they 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 grant program.

Federal Compliance

- ___ 7) 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.
- ___ 8) 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, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 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.
- ___ 9) 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 Fiscal Year 2024 Notice Inviting Applicants (NIA), including corresponding Priorities, Requirements, Definitions, and Selection Criteria for the Charter Schools Program Grants to State Entities (ALN 84.282A), 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 grant funds, and administrative and fiscal responsibilities.
- ___ 10) Recipient school and their authorizer shall ensure that a student’s records, and, if applicable, a student’s individualized education plan as defined in section 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).
- ___ 11) Recipient school and their 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 grants and entering into contracts for equipment and services.
- ___ 12) Recipient school and their authorizer must remain in compliance with the requirements of the federal Children’s Internet Protection Act.

- ___ 13) Recipient school and their authorizer certify that no policy of the school or local educational agency prevents or otherwise denies participation in constitutionally protected prayer in public schools.
- ___ 14) Recipient school and their 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 grant 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 grant business, or from using government supplied electronic equipment to text message or email when driving.
- ___ 15) 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

- ___ 16) Authorizer of 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.
- ___ 17) Authorizer of recipient school may not deduct funds for administrative fees or expenses from a sub-grant awarded to an eligible applicant and shall distribute all sub-grant funds to the eligible applicant without delay.
- ___ 18) 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 grant award; budget changes must meet the approval of the League before any grant funds will be released.
- ___ 19) Recipient using an educational service provider (ESP) certify 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 grant funds are released.
- ___ 20) Recipient school will ensure that they will budget for and comply with the required School Quality Review (SQR) visit during Implementation Year 2 according to their projected student count for the year of the visit.
- ___ 21) Recipient school and their authorizer will follow reimbursement procedures, requesting funds at a minimum of quarterly, and respond to all grant requirements in a timely fashion, including both the Interim Financial Report (IFR) and the Annual Financial Report (AFR).
- ___ 22) 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 revision of their budget prior to expenditure or legal obligation of those funds, or they may not be reimbursed for the excess amount.
- ___ 23) Recipient school will ensure that the awarded grant funds will be spent or encumbered by September 30 of each grant year as permitted under the award performance period 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 grant year, and that if an extension request is not approved by the League on the grounds that extenuating circumstance have not been established the recipient school will be held to the September 30 deadline.

- ___ 24) Recipient school and their authorized fiscal agent shall provide the League with a written account of expenditures no later than November 30 following each grant year, utilizing the Annual Financial Report (APR).
- ___ 25) Recipient school and their authorizer shall maintain appropriate accounting records and procedures in accordance with state and federal requirements that ensure proper disbursement of, and accounting for, federal funds, including evidence pertaining to costs incurred, with the provision that the records shall be kept available by the charter school during the grant 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 grant proceeds.
- ___ 26) Recipient school and their authorizer shall comply with all federal and state annual independent audit requirements and ensures 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 are to be conducted by the recipients annually as a part of their regular audit. Auditors should be aware of the federal audit requirements contained in the Single Audit Act of 1984.
- ___ 27) Recipient school will use an independent auditor for annual financial audits that is different from their authorizer's auditor.
- ___ 28) Recipient school is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation. Should the charter school close, the authorizer agrees to notify the League of the reason for closure and agrees to notify the League regarding the appropriate disposition of assets purchased under this grant.
- ___ 29) Recipient school shall ensure that none of the funds authorized under the ESSA, including funds received under this grant 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).
- ___ 30) Recipient school and their authorizer understand that if any findings of misuse of grant funds are discovered project funds must be returned to the League, and that the League may terminate a grant award upon 30 days' notice if it deems that the recipient is not fulfilling the funded program as specified in the approved grant application.
- ___ 31) 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 grant award letters, as applicable.

Participation, Evaluation, Research and Reporting

- ___ 32) Recipient school and their authorizer will participate in at least one site visit and one diagnostic review through the League's School Quality Review (SQR) visit within the multi-year grant cycle and possibly a visit by the U.S. Department of Education.
- ___ 33) Recipient school will submit any necessary annual year-end reports to the League by the deadline specified, set no later than December 30 following each fiscal year, which evaluates how program objectives were met during the previous fiscal year,

and outlines the recipients plan for the next fiscal year. Continued funding for subsequent years is dependent upon the completion of these annual reports.

- ___ 34) Recipient school and their authorizer will, for the life of the grant, 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 [Continued Participation, Evaluation and Reporting](#) section of the GSC grant request for applications (RFA), including participation in the League's annual evaluations, studies and surveys and submission of APRs, final grant report, and supporting documentation.

Authorization, Accountability, and Governance

- ___ 35) Recipient school assures that they have provided their authorizer with "adequate and timely notice" of this grant application (as required by ESEA § 4310 (6)(B)), including the opportunity to review the complete GSC application prior to submission.
- ___ 36) Recipient school will ensure the governing board is apprised of the requirements of the grant and their obligation to complete technical assistance requirements or risk delayed or suspended grant funds.
- ___ 37) Recipient school and their 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.
- ___ 38) Recipient school and their 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.
- ___ 39) Recipient school and their authorizer certify that their charter contract allows the opportunity for the school to purchase services via a third party.
- ___ 40) 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 requires the school to also 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 be designated for this purpose)*

- ___ 41) 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.
- ___ 42) 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 will be released can be incurred.

- ___ 43) Total one-time expense will not exceed 10 percent of the annual GSC grant award in a given year. For schools applying in their first year of implementation, the maximum award will not exceed 10 percent of a three-year annual award.
- ___ 44) 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)*

- ___ 45) Recipient school acknowledges that any transportation costs paid from this grant will be to support transporting students to and from the charter school, that costs will be one-time startup costs, and that the charter school will continue to meet transportation needs of its students after the sub-grant ends.
- ___ 46) Recipient school acknowledges that any one-time transportation costs are “essential” and fall within the scope of the approved project.
- ___ 47) Total one-time expense will not exceed 25 percent of the annual grant. For schools applying in their first year of implementation, the maximum award will not exceed 25 percent of a three-year annual award.
- ___ 48) Recipient school will report on the transportation project goal by completing the Transportation Annual Report for Charters yearly and include in the APR.

IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, PROJECT FUNDS MUST BE RETURNED TO THE COLORADO LEAGUE OF CHARTER SCHOOLS. The League may terminate a grant award upon 30 days’ notice if it is deemed by GSC grant staff/team 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 be approved in writing by the Colorado League of Charter Schools before modifications are made to the expenditures. Please contact 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 (Grant Contact)	Signature
Name of School District or Charter School Institute Authorized Representative (Fiscal Manager)	Signature

The governing body of the charter school applicant has authorized the filing of this application, and the undersigned representative has been duly authorized to file this application and act as the authorized representative of the applicant in connection with this application.

I do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of certifications. Furthermore, all applicable statutes, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability of funds distributed for this project. All records necessary to substantiate these items will be available for review by state and federal monitoring staff. All progress reports and the final report requested through this grant program will be filed on time. I further certify that all disbursements will be obligated after the grant has been awarded and the revised budget (if applicable) is approved and prior to the termination date, have not been previously reported, and were not used for matching funds on this or any other project.

_____ Name of Charter School Board President	_____ Signature
_____ Name of Charter School Authorized Representative (Grant Contact)	_____ Signature