

APPENDIX 12: Disclosure Information

Instructions: Please address all of the following sections (or respond with N/A if not applicable) as a required update:

1. Because certain contractual arrangements have bearing on what can and cannot be funded with these subgrant funds, a charter school subgrant applicant requesting funds for anything that may also be covered in another contract must disclose that information. If there is a contract in place and funds are being requested for an item that may be included in the contract, **please attach a copy of the related contract to the subgrant application.**
2. Describe any other agreements or contractual relationships that have been established with individuals, groups, or companies. These would include Educational Management Organizations (EMOs), Charter Management Organizations (CMOs), Charter Collaboratives, technology providers, professional development providers, curriculum companies, or other educational service providers. Failure to disclose these relationships could result in funds being retracted, even if already disbursed. **If an agreement with an EMO, CMO or collaborative has been or will be executed, please include a copy of the agreement as an attachment to the subgrant application under Appendix 12.**
3. Explain any relationship with an educational service provider (ESP) (e.g., EMO, CMO, technical assistance provider, etc.) to explain why the applicant is seeking to or has contracted with an ESP rather than operate the school directly. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs. Describe the key elements of the contract, if applicable. Is the service provider a for-profit or nonprofit organization/company? Describe the process used by developers to choose the service provider (e.g., was there a competitive bid process? Did research demonstrate that the company was successful with the proposed student population or educational model?).
4. Explain which entity holds the assets of the charter school and which entity will hold any assets obtained through charter school subgrant funds. Describe the governing board's composition in relationship to a chosen service provider. Provide information on key individuals working with the ESP. Provide a description of the roles and responsibilities of the ESP. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.
5. Describe any contract, lease or mortgage that is in place regarding the school's educational facility. What percentage is the facility cost estimated to be? **Please include a copy of any facility-related agreements.**
6. Does the charter school have a governing board-approved conflicts of interest policy? If so, **please include a copy of the policy as an attachment to the subgrant application under Appendix 12.** The conflicts of interest policy must comply with EDGAR [34 CFR 75.525].
7. Provide a list of current governing authority members with the following information: first and last name; position on the governing authority; current employer and title of position; and any previous employers for the last two years. Provide a list of founding members of the charter school if different than the current governing authority members. This list must include the first and last name, current employer, position title, and any previous employers for the last two years.
8. A copy of the treasurer agreement and surety bond.

Updated Charter/Education Management Organization (CMO/EMO) Questionnaire

The U.S. Department of Education's Nonregulatory guidance of the Charter Schools Program (CSP) recognizes that a charter school may enter into a contract with a for-profit entity to manage the day-to-day operations of the charter school. However, federal regulations mandate that a charter school grant recipient must "directly administer or supervise the administration of [the grant]." When administering or supervising the administration of the grant, the charter school that contracts with a charter management organization (CMO) or education management organization (EMO) should ensure that it and its governing board are independent of the for-profit CMO/EMO.

A copy of the [Charter Schools Program, Title V, Part B of the ESEA, Nonregulatory Guidance](#) can be found at the federal CSP webpage (link provided).

All Great Schools Colorado CSP Program (CSP) applicants must complete the charter/education management organization questionnaire found below. This will assist the Colorado League of Charter Schools to fulfill its responsibility to ensure that subgrant recipients utilizing the services of a CMO/EMO are independent of that management organization.

If your school *does not or will not* have a contract with a CMO/EMO, please indicate "N/A" in the Name of charter/education management organization section below. Should your school *have or will have* a contract with a CMO/EMO, respond to *all* questions completely, regardless of whether it is a for-profit or non-profit entity.

Relevant excerpts from the signed charter school contract between the governing authority and the authorizer may be used (please indicate if the information provided was included in the signed charter school contract). **The CMO/EMO questionnaire must be signed by the governing authority president of the charter school.**

Charter School Name:	
School Code:	
Legal Name of CMO/EMO:	

A. Will the nonprofit entity receiving the CSP subgrant directly administer or supervise the administration of the subgrant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe the key staff responsible for the administration and/or supervision of the subgrant entity, including the specific roles, responsibilities and duties of each individual as they pertain to the subgrant. Include any areas where there may be CMO/EMO providing back-office services.</i>		

B. Are any of the charter school's governing authority members selected by the CMO/EMO/?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. Does the governing authority include members who are employees of the CMO/EMO/?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. Does the charter school have an attorney that is independent from the CMO/EMO/?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. Does the charter school have a treasurer that is independent from the CMO/EMO/?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. Does that charter school have an audit firm that is independent from the CMO/EMO/?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. Was the contract between the charter school and the CMO/EMO/ negotiated at "arms-length" (e.g. multiple bids, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<i>Please explain how the CMO/EMO/ESP was selected.</i>

- H.** Does the contract between the charter school and CMO/EMO clearly describe each party's rights and responsibilities and specify reasonable and feasible terms under which either party may terminate the contract (e.g., the charter school does not lose the right to use facilities or materials)? **Include a copy of the management agreement with Appendix 12.**
- I.** Explain the fee structure for the management services being provided by the CMO/EMO. What percent of state funds or fixed fee, if any, are to be paid to the CMO/EMO under its contract with the school's governing authority? Please explain what services are covered by fees paid to the CMO/EMO. Describe the reasonableness of the fee structure and/or fixed fee.
- J.** Are there any other agreements (e.g., loans, leases, etc.) between the charter school and the CMO/EMO? Please list amounts and creditor for each loan. Please explain how any loans, leases, etc., are fair and reasonable, documented appropriately, aligned with market rates and include terms that will not change if the management contract is terminated?
- K.** Does the contract between the school's governing authority and the CMO/EMO include a clause that allows either party to terminate the contract for cause prior to the end of the contract term? If so, provide the page and section number of the contract with the CMO/EMO.

By signing below, I certify to the best of my knowledge and belief that all statements contained herein are true, correct, complete and made in good faith.

Name of Individual Completing Form:	
Title:	
Signature:	