

CSP: Remote Learning Grants for Colorado Charter Schools

Part II: Program Assurances

Signed assurances form must be uploaded to [Smartsheet Application Form](#). A signed assurances form may be submitted after the application deadline (via email to paga_p@cde.state.co.us); however, in no instance will grant funds be released to a recipient until a complete signed assurance form is received by the Schools of Choice Unit.

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 Remote Learning Grant 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.

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 CSP Grant award.

On _____, 2020, the Board of _____
(date) (name of charter school or charter network)

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 CSP Grant agree to the following certifications and assurances:

Program Requirements

- 1) The applying school meets all elements of the Federal definition of a charter school, which includes:
 - a. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;
 - b. Does not charge tuition;
 - c. Complies with the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.], title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], title IX of the Education Amendments of 1972 [20 U.S.C. 1681 et seq.], section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794], the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 1232g of this title (commonly referred to as the "Family Educational Rights and Privacy Act of 1974"), and part B of the Individuals with Disabilities Education Act [20 U.S.C. 1411 et seq.];
 - d. Admits students on the basis of a lottery for all grades in which more students apply for admission than can be accommodated; and
 - e. Meets all applicable Federal, State, and local health and safety requirements.
- 2) The authorized representative for the charter school or charter network possesses the legal authority to request funding for this grant, to execute the grant, to comply with certifications, budget, and fiscal requirements, and act as the governing body's authorized official for the grant program. The representative has no conflict of interest with any party (employee, management organization, contractor, vendor, etc.) that has a financial interest in the grant award.
- 3) The charter school or charter network operates compliant 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.
- 4) The charter school or charter network will be aware of and comply with other applicable federal laws including, but not limited to:

- a. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D—Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E—Cost Principles (2 CFR §§200.400-475);
- b. The following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474; and
- c. The charter school or charter network is 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 a funded recipient. Further, the recipients certify they will avoid apparent and actual conflicts of interest when administering grants and entering into contracts for equipment and services.

- 5) The charter school or charter network is 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 a funded recipient. Further, the recipients certify they will avoid apparent and actual conflicts of interest when administering grants and entering into contracts for equipment and services.
- 6) Programs operated or overseen by the charter school or charter network will remain in compliance with the requirements of the federal Children’s Internet Protection Act.
- 7) The charter school or charter network will be aware of and comply with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, by acknowledging that the charter school or charter network 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.
- 8) The charter school or charter network certifies that any contracted providers will not influence or exercise control over expenditure of federal funds, and that any applicable provider agreement with the charter school or charter network will be provided to CDE’s Schools of Choice unit before grant funds are released.
- 9) The charter school or charter network will follow reimbursement procedures, requesting funds at a minimum of quarterly, and respond to all grant requirements in a timely fashion.
- 10) The charter school or charter network 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 grantee during the grant period and thereafter for five full years from the date of final payment. CDE 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.
- 11) The charter school or charter network 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. Auditors should be aware of the federal audit requirements contained in the Single Audit Act of 1984.
- 12) The charter school or charter network is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation.
- 13) The charter school or charter network understands that if any findings of misuse of grant funds are discovered project funds must be returned to CDE, and that CDE may terminate a grant award upon 30 days’ notice if it deems that the recipient is not fulfilling the program requirements.
- 14) The charter school or charter network will ensure that these emergency relief funds will only be used to address the impact that COVID-19 has had, and continues to have, on the named public school in the application. For schools that are operated by an organization that oversees multiple charter schools, the

funds for this award shall only be used for the benefit of the named school and shall not be used to benefit other schools in the organization or the central office.

15) The charter school or charter network will not use grant funds for bonuses, merit pay, or similar expenditures.

16) During the entire duration of time that the charter school or charter network is receiving funding under the CSP grant, the charter school or charter network will:

- a. Ensure that it has taken steps to ensure equitable access to, and participation in, its federally-assisted programs for students, teachers, and other program beneficiaries with special needs;
- b. Ensure that control of funds and property acquired using CSP funds will be maintained and administered by the charter school or charter network; and
- c. Report to CDE's Schools of Choice Unit as may be needed for CDE to perform its duties under the CSP grant;

17) The charter school or charter network will participate in and timely respond to any requests for reports from CDE to ensure federal grant compliance. Reporting activities may include: providing financial and performance reports, participating in desk reviews and monitoring calls, allowing for site-based audits and programmatic site visits and reporting on federal performance indicators which will include - but may not be limited to - a): Estimated average teacher instructional time per day through remote learning, b): average percentage of student participation in classes each day broken out by in-person and remote learning, and c): average results on performance-based tests (when available).

18) The charter school or charter network will complete project activities by no later than June 30, 2021 and the school/network recognizes that a delayed end to the project without prior approval from the grant administrator from the Schools of Choice Unit will result in the school being exited from the program in a status other than good standing, which may make the school/network ineligible for future CSP grants and may also result in a return of grant funds.

19) The charter school or charter network will not use funds from this remote learning grant program to carry out the same project or activities from a previous CSP grant or subgrant (i.e., any activities funded under the school's previous CSP grant or subgrant may not be funded under the remote learning grant).

20) The charter school or charter network has never provided remote learning as part of their educational model prior to the onset of the COVID-19 pandemic.

21) The charter school identified in this application either is currently operating, or has a plan to re-open and transition from remote learning back to, a full-time or part-time, in-person instructional model this fall or as soon as practicable and safe to do so based on the guidance of State and local health officials.

22) The charter school identified in this application will implement an inventory control procedure that ensures items purchased with CSP funds are identified, marked, and accounted for on a regular basis. In the event that the charter school closes, the authorizer shall notify CDE Schools of Choice Unit of the reason for closure and oversee and ensure for the appropriate disposition of assets purchased under this grant.

IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, PROJECT FUNDS MUST BE RETURNED TO THE COLORADO DEPARTMENT OF EDUCATION. CDE may terminate a grant award upon thirty (30) days' notice if it is deemed by CDE that the recipient is not fulfilling the requirements of the funded program as specified in the approved grant award letter, or if the program is generating less than satisfactory results.

Project modifications and changes in the approved budget are not allowed for this grant. Please contact Marti Rodriguez (E-mail: rodriguez_m@cde.state.co.us | Telephone: 303-866-6769) and Paola Paga (E-mail: paga_p@cde.state.co.us | Telephone: 303-866-6848) if you have any questions about the allowable use of funds.

School District or Charter School Institute Board President

Signature

School District Superintendent or Charter School Institute
Executive Director

Signature

School District or Charter School Institute Fiscal Manager

Signature

Charter School or Charter Network Board President

Signature

Charter School or Charter Network Authorized Representative

Signature