

ASSURANCES SIGNATURE PAGE

Charter schools that accepts funding through the Utah Charter School Grant Program must meet the definition of a charter school in Section 5210(1) of ESEA and must continue to meet this Federal definition while receiving Federal grant funds under the State Charter School Facilities Grants program. The charter school agrees to the following assurances:

DEFINITION

The term 'charter school' means a public school that:

1. In accordance with a specific State statute authorizing the granting of charters to schools, is exempt from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of this paragraph [the paragraph that sets forth the Federal definition];
2. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;
3. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;
4. Provides a program of elementary or secondary education, or both;
5. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;
6. Does not charge tuition;
7. 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, Title II of the Americans with Disabilities Act of 1990, and Part B of the Individuals with Disabilities Education Act;
8. Is a school to which parents choose to send their children, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated;
9. Agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program [the PSCP];
10. Meets all applicable Federal, State, and local health and safety requirements;
11. Operates in accordance with State law; and
12. Has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the authorized public chartering agency and the charter school."

ASSURANCES

- A. The charter school will make provision for such fiscal control and fund accounting procedures as may be necessary to assure proper disbursement and accounting for all funds.
- B. The charter school will maintain a clear, written procedure and process for auditing school finances as per the requirements of the Utah State Office of Education.
- C. The charter school gives the Utah State Office of Education or the U.S. Comptroller General, through any authorized representative, the access to, and the right to examine, all records, papers, or other documents related to all funds, including the submission of reports as may be required.
- D. The charter school will annually provide written evidence of liability and other appropriate insurance coverages, including a description of the levels of coverage and the relationship of these coverages to local and state agency obligations.
- E. The charter school will make such reports, including reports of evaluations, in such form and containing such information as the State Superintendent of Public Instruction may reasonably

- require to carry out his legislative functions and to determine the extent to which funds have been effective in carrying out legislative purposes and project objectives.
- F. The charter school will comply with appropriate rules, regulations, and state guidelines except as specifically waived by the Utah State Board of Education or Legislature, and effective control will be maintained over, and accountability provided, for all funds, property, and other assets. The charter school will also adequately safeguard all public property and shall assure that it is used solely for authorized purposes.
 - G. After settling any outstanding debt, all physical assets owned by the charter school become the property of the Utah State Board of Education upon the termination of the charter school.
 - H. The charter school will comply with the requirements of the Family Educational Rights and Privacy Act of 1974.
 - I. The charter school will function under an open admission policy. If the number of students applying to enroll at any grade level exceeds the capacity of the school, or of classes, or grade levels within the school, then those to be admitted shall be chosen at random from among the applicants, within the allowable mandatory and optional preferences specified in Section 53A-1a-506, Utah Code Annotated.
 - J. The charter school assures that it will not conduct a program of instruction until such time as:
 - (1) The requisite health and safety standards for the school building have been met according to the local fire and health department inspectors;
 - (2) Adequate equipment, and materials are available; and
 - (3) Conditions are adequate to provide for the economical operation of the school with an adequate learning environment.
 - K. The charter school will comply with all applicable federal and state laws, rules, and regulations regarding the recruitment, screening, selection, and evaluation of all school employees.
 - L. The charter school will only employ educators who hold valid Utah Professional Educator Licenses or who meet State Board requirements for alternative licensing routes or Board authorization.
 - M. The charter school will employ the use of the Utah State Core Curriculum as the foundation for the instructional program for the school.
 - N. The charter school will employ the use of the Iowa Test of Basic Skills and the Utah State Core Course End-of-Level Tests in the grade levels required by U-PASS as a fundamental part of the overall assessment program for the school.
 - O. The charter school assures that resources will be available and a process established to develop a Student Education Plan/Student Education Occupation Plan (SEP/SEOP) for each student.
 - P. The charter school will operate with a written procedure for student suspension and dismissal, including appeal procedures.
 - Q. The charter school will maintain an active parent/guardian involvement process including some formal mechanism for meaningful involvement in site-based decision making as specified in R277-470.
 - R. The charter school will not charge tuition or fees, except those fees allowed by law. Governing Boards will adopt allowable fees annually in an open board meeting.
 - S. The charter school will operate under the provisions of the Utah Open Meeting Law and adopt bylaws in an open meeting.
 - T. A copy of the charter will be supplied to interested individuals or groups on request.
 - U. The charter school will submit an appropriately amended application prior to any material change affecting the purpose, administration, organization, or operation of the school.
 - V. A secondary charter school will be accredited or in the process of seeking accreditation.
 - W. The charter school will acquire and maintain nonprofit corporate status.
 - X. The charter school will follow Utah Procurement Code as specified in Title 63 Chapter 56.
 - Y. The charter school will maintain accurate student transcripts.
 - Z. An assurance that the applicant will annually, for the life of the charter, provide the U.S. Secretary of Education and the Utah State Office of Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving the funded activities. This includes participation in any federal or state funded charter school evaluations or studies.

- AA. An assurance that the applicant will cooperate with the U.S. Secretary of Education and the Utah State Office of Education in evaluating the program being assisted.
- BB. An assurance that the subgrantee shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that the records shall be kept available by the subgrantee during the grant period and thereafter for three full years from the date of final payment. The Utah State Office of Education must be permitted to audit, review, and inspect the subgrantee's activities, books, documents, papers and records relating to the expenditures of grant proceeds during the period of the grant and for three years following final payment.
- CC. An assurance that the charter school will submit a revised budget narrative and budget to Utah State Office of Education within 90 days of notification of a grant award.
- DD. An assurance that changes to the approved budget will meet the approval of Marlies Burns and Julie Nelson.
- EE. An assurance that the charter school will subscribe to and maintain e-mail service to share and receive information with other charter schools and the Utah State Office of Education.
- FF. An assurance that the charter school director, board member, or other appropriate agent will attend a monthly Charter School Director's Meeting, usually held at USOE.
- GG. An assurance that awarded grant funds for FY 09 will be spent or encumbered by September 30, 2009, unless an extension is requested by September 1, 2009.
- HH. An assurance that any computers used at the charter schools have a technology-based filter in operation.

It is the responsibility of each local charter school and school district that receives funds under this grant to comply with all required federal assurances. Funded sites will be expected to cooperate with the Department in the development and submission of certain reports to meet certain state and federal guidelines and requirements. All grantees are required to provide requested data to the Utah State Office of Education.

In addition, 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 recipient agencies 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.

IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, PROJECT FUNDS MUST BE RETURNED TO THE UTAH STATE OFFICE OF EDUCATION. The Utah State Office of Education may terminate a grant award upon thirty (30) days notice if it is deemed by the Utah State Office of Education that the applicant is not fulfilling the funded program as specified in the approved project application.

The applicant may subcontract for work to be performed, but shall retain sole responsibility for the project and shall be the only direct recipient of funds.

Grant recipients will be required to keep and maintain all equipment purchased with grant funds in accordance with the requirements of federal law and regulation. Should the charter school close, for any reason, the school district or charter school agrees to contact the Utah State Office of Education regarding assets purchased by this grant.

Charter School Board Representative Signature

Date

**School District Representative Signature
 (If applicable)**

Date