



The Wisconsin Charter Schools Program (WCSP) is fully financed by a \$58 million-dollar federal grant from the U.S. Department of Education.

GENERAL INFORMATION					
1. Name of Charter School					2. CESA
3. Charter School Address <i>Street (or TBD)</i>			4. <i>City (or TBD)</i>		5. <i>State</i> WI
6. <i>Zip (or TBD)</i>			7. Authorizer <i>School District Name or Independent Authorizing Entity Name</i>		
8. Name of Authorizer, Administrator, or Director			9. Authorizer, Administrator, or Director E-Mail Address		
10. Authorizer, Administrator, or Director Phone <i>Area Code/No.</i>			11. Authorizer Address <i>Street</i>		
12. <i>City</i>		13. <i>State</i> WI	14. <i>Zip</i>		
15. Charter School Developer or Planning Committee Representative Name		16. Email Address		17. Phone <i>Area Code/No.</i>	
18. Charter School Governance Board President Name <i>(or TBD)</i>		19. Email Address <i>(or TBD)</i>		20. Phone <i>Area Code/No. (or TBD)</i>	
21. Charter School Leader <i>(or TBD)</i>		22. Email Address <i>(or TBD)</i>		23. Phone <i>Area Code/No. (or TBD)</i>	
24. Type of Grant Applying For		25. 12-Month Planning Period Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		26. Charter School Relationship to School District	
27. If Proposal Includes Multiple Districts, List District Names					
28. Grade Span to be Served During Each Year of the Grant		29. Does Charter School provide instruction through means of the internet with pupils and instructional staff geographically remote from each other? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Projected Enrollment		Grade Span		30. Date Charter School Opened or Will Open for Instruction	
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					
Expansion Applicants Only					
31. Projected Enrollment For the Year Prior to Expansion		32. Projected Enrollment For Expansion Year		33. Grades to be Added, <i>if applicable</i>	
REQUESTED FUNDING					
34. Amount of Base Funding Requested, up to \$500,000, \$600,000, or \$700,000					
35. For implementation grant applicants requesting a planning period, amount of additional funding based on projected enrollment up to \$100,000, \$200,000, or \$300,000.					
36. Total Amount Requested <i>Sum boxes 34-35 as applicable, not to exceed \$1,500,000</i>					
37. For replication and expansion applicants requesting a planning period, dollar amount of the total requested in Box 36 that will be used for planning up to \$100,000.					

ASSURANCES

Both the charter school and the charter school authorizer must carefully read and agree to the certifications and assurances enumerated in this section. This section also serves to ensure that the charter school developer has provided adequate and timely notice to the authorizer that an application for federal charter school funds will be submitted. The authorizer is assuring that a charter school application for opening a charter school has been presented to the authorizer.

Definitions

To be eligible for funding in this grant program the public charter school must meet the federal definition of charter school, as codified in 20 U.S.C. § 7221i(2).

The term charter school means a public school that:

- A. 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;
- B. 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;
- C. 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;
- D. provides a program of elementary or secondary education, or both;
- E. is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;
- F. does not charge tuition;
- G. 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, the 'Family Educational Rights and Privacy Act of 1974 (FERPA)', and part B of the Individuals with Disabilities Education Act;
- H. is a school to which parents choose to send their children, and that— (i) admits students on the basis of a lottery, consistent with 20 U.S.C. § 7221b(c)(3)(A), if more students apply for admission than can be accommodated; or (ii) in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i);
- I. agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such State audit requirements are waived by the State;
- J. meets all applicable Federal, State, and local health and safety requirements;
- K. operates in accordance with State law;
- L. 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; and
- M. may serve students in early childhood education programs or postsecondary students.

FEDERAL GENERAL ASSURANCES

As used below, "Applicant" is interchangeable with "Recipient" or "Subrecipient" if Applicant is awarded funding pursuant to this grant. As the authorized representative of the school's governing board or as the authorizer representative, I hereby certify:

1. **Applicant agrees** to comply with all terms and conditions set forth in the grant program's Application Guidelines document provided with this application. Services provided under this grant will be used to address the needs set forth in the guidelines document. Applicant agrees to implement the activities within the prescribed timeline as outlined in their work plan section of their proposal. Applicant will provide fiscal information within the fiscal year timeline established for new and reapplying programs.
 2. **Statutes and Regulations:** The Applicant shall comply with all applicable statutory and regulatory requirements. These requirements include, but are not limited to, applicable provisions of—
 - a. Title VI of the Civil Rights Act of 1964 [45 U.S.C. § 2000d et seq.]
 - b. Title IX of the Education Amendments of 1972 [20 U.S.C. §§ 1681-1683]
 - c. Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. § 794]
 - d. The Age Discrimination Act [42 U.S.C. § 6101 et seq.]
 3. **Allowable Costs:** Costs incurred shall be allowable under the principles established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule [2 C.F.R. §§ 200.400 – 200.476].
 4. **Budget Modifications/Programmatic Changes:** The Applicant will report deviations from a budget or project scope or objective and request prior approvals for budget and program plan revisions in accordance with 2 C.F.R. § 200.308. This applies to all grants unless there are more restrictive or specific requirements of the grant award which may be the case with discretionary grants.
 5. **Confidentiality:** The Applicant shall comply with all applicable laws regarding confidentiality of student information, including Wis. Stat. § 118.125 and FERPA.
 6. **Conflict of Interest:** No board or staff member of an LEA or CESA may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit. [Wis. Stat. § 19.59(1)(a); 2 CFR § 200.112].
 7. **Contracts and Procurement:** The Applicant will use its own procurement procedures that reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the standards in 2 CFR §§ 200.318 - 200.326.
 8. **Debarred and Suspended Parties:** A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180. The Excluded Parties List in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 9. **Cooperation with Evaluation:** The Applicant shall cooperate with the performance of any evaluation of the program by the WDPI or USDE or by their contractors [2 CFR §§ 200.328 – 200.330].
 10. **Copyright, Acknowledgement, and Publications:** The Applicant will comply with all copyright and materials acknowledgement
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FEDERAL GENERAL ASSURANCES (cont'd)

requirements as addressed in the projects' grant guidelines. The USDE and the WDPI reserve royalty-free, nonexclusive, and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use, for their purposes the copyright in any work developed under this subgrant or contract under this subgrant; and any rights of copyright to which the Applicant or a contractor purchases ownership with grant support. The content of any grant-funded publication or product may be reprinted in whole or in part, with credit to the USDE and WDPI acknowledged. However, reproduction of this product in whole or in part for resale must be authorized by the WDPI. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal grant funds, the grant award recipient shall clearly acknowledge the receipt of federal funds in a statement.

11. **Fiscal Control:** In accordance with 2 C.F.R. Part 200, the Applicant will use fiscal control and fund accounting procedures and will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.
12. **Indirect Costs:** If the fiscal agent intends to claim indirect costs, the total amount budgeted for indirect costs is limited to and cannot exceed the negotiated indirect rate established with the WDPI. Indirect costs cannot be charged against capital objects.
13. **Legal and Regulatory Compliance:** Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations and the approved application [34 C.F.R. § 76.700].
14. **OMB Standard Form 424B:** The Applicant will comply with all applicable assurances in OMB standard Form 424B (Assurances for Non-Construction Programs), including: the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all applicable federal laws, executive orders and regulations.
15. **Record Retention:** In accordance with 2 C.F.R. § 200.334(b), this is written notification to the subrecipient that WDPI requires an extension to the record retention period for grants addressed in the [Statewide General Records Schedules](#). All applicants will ensure records are maintained for a period of at

least three years after the end of the project year (2 C.F.R. § 200.334). If any litigation, claim, negotiation, audit, or other action involving the records starts before the end of the period, the records will be retained until completion of the action and resolution of all issues.

16. **Reporting:** The Applicant will ensure all required financial and program data is reported to the WDPI timely on a schedule established by the WDPI. The Applicant will report to WDPI using the accounts in the Wisconsin Uniform Financial Accounting Requirements (WUFAR).
17. **Grant Evaluation:** The Applicant shall ensure that all grant evaluation reporting will be timely on a schedule established by the WDPI. Grant evaluation information provided to the WDPI staff shall accurately assess the completeness of grant goals, activities, benchmarks and target dates [2 C.F.R. § 300.329].
18. **Single Audit:** Any entity that expends in total, from all sources \$750,000 or more in federal funds during a fiscal year (July 1–June 30), is required to conduct a single audit. If a single audit is required, a copy of the audit is to be submitted to WDPI School Financial Services auditor [2 C.F.R. § 200.501].
19. **Text Messaging and E-Mailing While Driving:** Pursuant to Executive Order 13513 (October 1, 2009), the Applicant and their grant 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 e-mail when driving.
20. **Time and Effort Supporting Documentation:** For costs to be allowable, compensation for personal services must adhere to the Standards for Documentation of Personnel Expenses as identified in 2 C.F.R. § 200.430(i). The subrecipient must retain records that accurately reflect the work performed and be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
21. **Trafficking in Persons:** Pursuant to 2 C.F.R. § 175.10, WDPI may terminate any award, without penalty, if the Applicant or its employees: engages in severe forms of trafficking in persons during the period of time that the award is in effect; procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award."

PROGRAM SPECIFIC ASSURANCES

Assurance is further provided that:

1. Subgrant funds will be expended during the specified subgrant period, standard accounting procedures will be utilized by subgrant recipients and records of all subgrant expenditures will be maintained in an accurate, thorough, and complete manner.
2. Subgrant recipients/chartering authorities by endorsement of this proposal, assure that an application for a new school or to replicate and operate a charter school or expand a charter school has been submitted to the authorizer.
3. Subgrant recipients and authorizers will participate in all data reporting, evaluation activities, technical assistance, and on-site monitoring as requested by the USDE and the WDPI, including but not limited to participation at an annual reporting conference, submission of annual and final grant performance reports, regular submission of financial claims, and submission of all required pupil information via WISEdata.
4. Subgrant recipients will expend funds only for the purpose of opening and preparing for the operation of a new charter school or replicating or expanding a high-quality charter school which meets the definition of a charter school outlined in 20 U.S.C. § 7221i(2), specifically, is nonsectarian, does not charge tuition, and which will be in compliance with all Wisconsin laws and administrative rules including, but not limited to, staff certification and licensure.
5. Subgrant recipients will comply with all provisions of all applicable acts, regulations and federal laws including, but not limited by enumeration: the Americans with Disabilities Act of 1990; section 444 of the General Education Provisions Act (GEPA); part B of the Individuals With

Disabilities Education Act; and all provisions of the Department of Education General Administrative Regulations (EDGAR) [34 C.F.R. Parts 75-79, 81-86, 97-99 and 2 C.F.R. Part 200].

6. Subgrant recipients will comply with all applicable provisions of 20 U.S.C. §§ 7221 - 7221j.
7. Subgrant recipients will ensure that the charter school will receive funds through programs administered by the USDE under which funds are allocated on a formula basis. Each charter school will receive such funds for which it is eligible.
8. Subgrant recipient will maintain its status as a nonprofit corporation as defined in Wis. Stat. § 181.0103(17).
9. Prior to submitting final claims, Subgrant recipients will provide the WDPI the following documents, as applicable, in approvable form: charter school contract; grant performance measures; governance board roster; grant authorization form; assurances of readiness; lottery and admission procedures; and evidence of non-stock status.
10. Subgrant recipients will annually provide the U.S. Secretary of Education and the Department of Elementary and Secondary Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving objectives described in this application.
11. Subgrant recipients will cooperate with the U.S. Secretary of Education and the Department of Elementary and Secondary Education in evaluating the program described in the application.

ASSURANCES (cont'd)

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| <p>12. Subgrant recipients will provide other information and assurances as the U.S. Secretary of Education and the Department of Elementary and Secondary Education may require.</p> <p>13. Subgrant recipients will provide independent annual audits of financial statements prepared in accordance with generally accepted accounting principles and auditing standards. Any such audits will be publicly available and shared with the school's authorizer.</p> <p>14. Subgrant recipients will fulfill all application requirements to meet all statutory and regulatory requirements, including the requirements in Section 4303(f)(1)(C)(i) of the ESEA and Application Requirement (a)(3)(ii) (information that must be included in subgrant applications) in the Notice Inviting Applications for New Awards under the CSP SE</p> | <p>program that was published in the Federal Register on March 20, 2023 (88 FR 16598). Will ensure that the applicant meet the definition of a "developer" in ESEA § 4310(5).</p> <p>15. If applying for an expansion subgrant, the school meets the definition of a "high-quality charter school" found in 20 U.S.C. § 7221i(5). Will utilize a lottery aligned with Section 4303(c) and 4310(H) of the ESEA and the CSP Nonregulatory Guidance (January 2014).</p> <p>16. Subgrant recipients will comply with the closeout provisions of 2 C.F.R. § 200.344, unless granted an extension by the WDPI.</p> <p>17. Subgrant recipients will maintain an enrollment of at least 20 students and will notify WDPI immediately if the school's enrollment drops below 20 students.</p> |
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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned states, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION/SIGNATURES

I, THE UNDERSIGNED, CERTIFY that the information contained in this application is complete and accurate to the best of my knowledge; that the necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met; that I am authorized by the agency designated in this application to bind the agency to the certifications and assurances contained in this application; and, that the indicated agency designated in this application is authorized to administer this grant.

I FURTHER CERTIFY that the assurances listed have been satisfied and that all facts, figures, and representation in this application are correct to the best of my knowledge.

Name of Authorizer/Chartering Authority Official	Title of Individual Signing
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Signature of Authorizer/Chartering Authority Official	Date Signed <i>Mo./Day/Yr.</i>
➤	

Name of Charter School Planning Committee Representative or Governing Board President	Title of Individual Signing
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Signature of Charter School Planning Committee Representative or Governing Board President	Date Signed <i>Mo./Day/Yr.</i>
➤	