

State Charter School Facilities Incentive Grants Program Applicant Agreement and Certification

The Applicant hereby submits this application to the California School Finance Authority (Authority) for the purpose of determining whether the Applicant is eligible to be awarded a State Charter School Facilities Incentive Grants award.

The Applicant represents that it has read and understands Program Regulations as provided in Title 4, California Code of Regulations, Article 2. The Applicant acknowledges that all materials and requirements are subject to change by enactment of state legislation or revisions to regulations promulgated by the Authority.

The Applicant understands that it may be required to return all or a portion of the grant funds, including any investment earnings, if the Applicant fails to use the funds as approved. In cases where the grant will fund architect, design, or engineering fees or land acquisition costs as part of a construction project, the Applicant may be required to return all grant funds and any investment earnings if the Authority cannot determine the associated larger construction project has been completed, based on timelines provided within the application. Grant funds shall only be used in the manner described in the application, unless the Authority, pursuant to Section 10186, approves a change in writing.

The Applicant understands that all project and financial records are subject to audit and inspection by the Authority and the Bureau of State Audits.

The Applicant understands that it has either disclosed all legal information or has no legal information to disclose.

The Applicant agrees to notify the Authority in writing at the time of project completion with evidence of completion included.

The Applicant agrees to provide all documents and information required by law and meet all necessary requirements and deadlines prior to the release of any funds.

The Applicant agrees to immediately notify the Authority of any material change to the charter school's enrollment, student performance, charter status, legal status or financial condition that occurs between the time of application and when the final reports have been received and approved.

The Applicant agrees that for all construction projects, a copy of the executed construction contract and all required permits will be provided no later than one year the award date.

The Applicant understands that the Authority may verify the information provided and analyze materials submitted as well as conduct its own investigation to evaluate the application. The Applicant acknowledges that the information submitted to the Authority in this application or supplemental thereto may be subject to the Public Records Act or other disclosures. The Applicant understands that the Authority may make such information public. In carrying out the development and operation of the proposed project, the Applicant agrees to comply with all applicable federal and state laws, and will abide by all the Authority program requirements. The Applicant agrees to hold the Authority, its members, officers, agents, and employees harmless from any matters arising out of or related to the Applicant's project.

The Applicant declares under penalty of perjury that the information contained in the application, exhibits, attachments, and any further or supplemental documentation is true and correct to the best of its knowledge and belief. The Applicant also declares under penalty of perjury that, to the best of its knowledge, it has complied with 34 CFR 75.525(a) and (b) to ensure that there are no apparent or actual conflicts of interest. The Applicant understands that misrepresentation may result in the cancellation of the application and other actions, which the Authority is authorized to take.

Signature of Applicant's Senior Official: _____

Print Name and Title: _____ Date: _____