

Attachment 2 – Signed Assurances

ASSURANCES

The following Assurances form must be signed and submitted with the grant application package.

By receiving funds under this grant award, I hereby agree, as grantee, to comply with the following terms and conditions:

On _____ (date), the Board of _____ (Operating entity) hereby applies for and, if awarded, accepts the federal program funds requested in this application. In consideration of the receipt of these grant funds, the Board agrees, as grantee, to comply with the following terms and conditions:

1. Programs and projects funded in total or in part through this grant shall operate in compliance with State and federal statutes and regulations, including but not limited to the 1964 Civil Rights Act and amendments, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR), the General Education Provisions Act (GEPA) and the Americans with Disabilities Act (ADA). Vendors, sub grantees, and/or consultants; including officers and employees shall comply with the Family Education Rights and Privacy Act at all times (20 U.S.C. §123g).
2. Grantee shall assure that its facilities are accessible to individuals with disabilities as required by the ADA and applicable regulations. The grantee shall not discriminate against individuals with disabilities in the provision of its services and programs unless to do so would be an undue burden or result in fundamental alteration in the program as those terms are used in the ADA and its implementing regulation. The State reserves the right to inspect the grantee's facilities at any time to determine if the grantee is in compliance with ADA. The grantee shall bear sole responsibility for assuring that its programs conforms for the section 501c. of the ADA (42 USC 12201) as a bona fide benefit plan. The grantee shall indemnify and hold the State harmless in any administrative proceeding or action brought pursuant to the ADA for all damages, attorneys' fees, litigation expenses and costs, if such action or proceeding arises from the acts of grantee, grantee's employees, agents or sub-grantees.
3. By accepting federal funds, the recipients certify that they have complied with Federal Executive Order 12549, Debarment and Suspension set forth in 34 CFR Part 85, and that a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form has been filed with Maryland State Department of Education Project Monitor.
4. Grantee shall establish and maintain fiscal control, fund accounting procedures by fund, as set forth in 2 CFR § 200 and in applicable statute and regulation. By accepting federal funds, the recipient agrees that the amount of the grant award is contingent upon the receipt of federal funds. Multi-year awards are contingent on Federal Appropriations. Grantee shall maintain accounting records and procedures 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. Such records shall be made available for inspection and audit by authorized representatives of MSDE. The Maryland State Department of Education (MSDE) must be permitted to audit, review, and inspect the grantees activities, books, documents, papers and other records relating the expenditures of grant proceeds. The recipient further agrees to copy with all federal and state audit requirements and ensures that arrangements have been made to finance mandatory audits.
5. Entities receiving federal funds of \$750,000 or more must have an annual financial and compliance audit in accordance with 2 CFR Subpart F 200.500 *et seq.*
6. The Maryland State Department of Education (MSDE) may, as it deems necessary, supervise, evaluate and provide guidance and direction to grantee in the conduct of activities performed under this grant. However, MSDE's failure to supervise, evaluate or provide guidance and direction shall not relieve grantee of any liability for failure to comply with the terms of the grant award.
7. The Grantee will, for the life of the grant, participate in all federal, state, and local school systems data reporting and evaluation activities expected of all publicly funded schools, unless exempt through waiver;

reporting and monitoring requirements include but are not limited to submission of Annual Financial Reports, a Final Grant Report, supporting documentation, and site visits.

8. The Grantee operates (or will operate) a charter school in compliance with all state and federal laws and that does not discriminate based on race, gender, sexual orientation, national origin, color, disability, or age.
9. The Grantee will be aware of and comply with all provisions of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA).
10. The Grantee will be aware of and comply with all provisions of the U.S. Department of Education's Charter Schools Program nonregulatory Guidance (January 2014), which includes specification on use and structure of a lottery for enrollment if the charter schools is oversubscribed, as well as guidelines on eligibility, use of grant funds, and administrative and fiscal responsibilities.
11. Grantee shall adhere to MSDE reporting requirements, including the submission of all required reports. Failure to submit complete, accurate, and timely progress and final reports may result in the withholding of subsequent grant payments until such time as the reports are filed.
12. The Grantee will ensure that that the awarded grant funds will be spent or encumbered by the close of each grant year, unless extenuating circumstances warrant an extension request. Recipients understand that any extension request must be made no later than 45 days prior to the end of the grant period.
13. Grantee must receive prior written approval from the MSDE Program Monitor before implementing any programmatic changes with respect to the purposes for which the grant was awarded. The grantee must receive prior written approval from the MSDE Program Monitor for any budgetary realignment of \$1,000 or 15% of total object, program or category of expenditure, *whichever is greater*. Grantee must support the request with the reason for the requested change. Budget realignments must be submitted at least 45 days prior to the end of the grant period.
14. Requests for grant extension, when allowed, must be submitted at least 45 days prior to the end of the grant period.
15. Grantee shall insure that programs and projects that offer web-based or technology band instructional products or programs which are funded in total or in part through this grant will operate in compliance with Section 508 of the Federal Rehabilitation Act of 1973 as amended and Section 7-910 of the Education Article, Annotated Code of Maryland.
16. Grantee shall repay any funds that have been determined through the federal or State audit process to have been misspent, misapplied, or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or State government.
17. If the grantee fails to fulfill its obligation under the grant agreement properly and on time, or otherwise violates any provision of the grant, MSDE may suspend or terminate the grant by written notice to the grantee. The notice shall specify those acts or omissions relied upon as cause for suspension or termination.
18. Grantees are aware that the U.S. Department of Education regulations prohibit a person from participating in an administrative decision regarding a 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 the sub grantee, and have adopted by their governing body policies regarding apparent or actual conflicts of interest consistent with the federal regulation. Further the recipients certify they will avoid apparent and actual conflicts of interest when administering grants and entering into contacts for equipment and services.
19. The Applicant has provided the Local School System with notice of this grant application.
20. The Grantee is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulations. Should the charter school close, the charter school will notify the MSDE of the reason for the closures and the disposition of assets purchased under this grant.

21. Intellectual Property Infringement: The Sub-grantee agrees to indemnify and save harmless the MSDE, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of any designs, materials, process construction supplies, equipment, services or other work covered by this Grant.
22. Indemnification: The MSDE shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance of operation of this Grant. The Sub-grantee shall reimburse, indemnify, and hold harmless MSDE for all loss to MSDE arising from the negligence of the Sub-grantee in the performance of this Grant and for a loss to MSDE resulting from the non-performance thereof.
23. Assignment: Assignment of this Grant award, in whole or in part, and/or the use of a sub-grantee without the express written permission of the Department may be cause for the Department to declare the Sub-grantee in default.
24. Responsibility for Claims and Liability: It is understood and agreed that MSDE shall not be liable in any action of tort, contract or otherwise for any actions of Sub-grantee arising out of this Grant award. Sub-grantee shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under this Grant. It is expressly understood that Sub-grantee shall indemnify and save harmless MSDE, its officers, agents, and employees from and against all claim, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees, arising out of performance of this Grant.
25. Dissemination of Information: Sub-grantee shall not release any information related to services or performance of the services under this Grant award nor publish any final reports or documents without the prior written approval of MSDE. Sub-grantee shall indemnify and hold harmless the State and MSDE, its officers, agents and employees, from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Grant by the grantee, its agents or employees.
26. Other Provisions: Both parties are bound to and will abide by all terms and conditions of the solicitation for grant application, sub-grantee application, and assurances.

I further certify that all of the facts, figures and representations made with respect to the grant application and grant award, including exhibits and attachments, are true and correct to the best of my knowledge, information, and belief.

Name (print or type)	Title

Date