



Attachment 2 – Signed Assurances

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

ASSURANCES

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 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 conform 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 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. Authorized representatives of MSDE shall make such records available for inspection and audit. 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 comply 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 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. 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 the reports are filed.
8. Grantee shall maintain and provide to MSDE policies for procurement, depreciation of assets, and conflict of interest in compliance with 2 CFR 200.318 and 2 CFR 200.436.
9. 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.
10. Requests for grant extension, when allowed, must be submitted at least 45 days prior to the end of the grant period.
11. Grantee shall ensure 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.

12. 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.
13. 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, quarterly progress reports, a Final Grant Report, an annual independent audit with its management letter, documents related to the organization's governance, supporting documentation, and site visits.
14. The Grantee operates (or will operate) a charter school that makes publicly available the following: enrollment and lottery process, including any weights employed in the lottery; any requirements of parents/guardians; information about programs and support services; and information about school performance; and the annual independent audit.
15. The Grantee operates (or will operate) a charter school in compliance with all applicable Federal, State, and local health and safety requirements. The Grantee will not operate a charter school in any facility for which it does not have a Certificate of Occupancy from the applicable local authority.
16. 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.
17. The Grantee will be aware of and comply with all provisions of the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act (ESSA).
18. The Grantee will be aware of and comply with all provisions of the U.S. Department of Education's Charter Schools Program non-regulatory 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.
19. 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.
20. 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.

21. 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 contracts for equipment and services.
22. The Applicant has provided the Local School System with notice of this grant application.
23. The Grantee is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulations (2 CFR § 200.313). The Grantee will ensure that all equipment and assets purchased with grant funds are labeled as secured with Charter School Program Funds. Annually and at the close of the grant period, grantee will provide to the MSDE a complete inventory of assets purchased with grant funds.
24. The Grantee is required to have a policy and procedures in place that address school closure, should the charter be revoked. The closure policy must address services to families to assist with enrollment, and a plan for disposition of assets purchased with this grant.
25. Intellectual Property Infringement: The 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.
26. 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 Grantee shall reimburse, indemnify, and hold harmless MSDE for all loss to MSDE arising from the negligence of the Grantee in the performance of this Grant and for a loss to MSDE resulting from the non-performance thereof.
27. Assignment: Assignment of this Grant award, in whole or in part, and/or the use of a Grantee without the express written permission of the Department may be cause for the Department to declare the Sub- grantee in default.
28. 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 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.

29. Dissemination of Information: 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. 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.
30. Other Provisions: Both parties are bound to and will abide by all terms and conditions of the solicitation for grant application, Grantee application, and assurances.
31. The Grantee must meet the definition of a public charter school per ESSA 4310 (2) at the time of application and throughout the life of the grant. Grantee certifies with their signature that they meet the federal definition of a public charter school, found in ESSA, Sec 4310 (2) (A-M):
 - 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 (42 U.S.C. 12101 et seq.), section 444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly referred to as the "Family Educational Rights and Privacy Act of 1974"), 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 section 4303(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.

I further certify that all 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

Signature	Date