

OHIO CSP SUBGRANT APPLICATION

STATEMENT OF ASSURANCES

The parties referred to in this document include, but are not limited to, the United States Department of Education, the United States Department of Agriculture, the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and the United States Department of Labor, all herein referred to as the "DEPARTMENT," the Ohio Department of Education, herein referred to as the "ODE" and the local agency, herein referred to as the "SUBGRANTEE." The Ohio Department of Education may make funds available to the SUBGRANTEE in accordance with requirements and regulations applicable to such programs. The SUBGRANTEE assures, if awarded a grant, subgrant or contract.

- 1 That the local educational agency is in compliance with Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965 as amended by the No Child Left Behind Act of 2001 and the district has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in elementary and secondary public schools as set forth in the Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools dated Feb. 7, 2003.
- 2 That the control of funds provided to the SUBGRANTEE under each program and title to property acquired with those funds will be in a designated eligible recipient and that a designated eligible recipient will administer those funds and property in accordance with restrictions in the request for application and the provisions of the application that serves as the basis for the grant awarded by the Ohio Department of Education.
- 3 That the SUBGRANTEE will accept funds in accordance with applicable federal and state statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto.
- 4 That the SUBGRANTEE has the necessary legal authority to apply for and receive the proposed grant or subgrant and enter into the contract.
- 5 ****Updated**** That the SUBGRANTEE will cause to be performed the required financial and compliance audits in accordance with The Uniform Guidance 2 CFR 200.501- Audit Requirement and 200.514- Scope of Audit and 200.515 (GAAP). The SUBGRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Additionally, the SUBGRANTEE will submit to ODE the aforementioned audit reports in accordance with The Uniform Guidance Subpart F.
- 6 That the SUBGRANTEE will make reports to ODE and to the DEPARTMENT as may reasonably be necessary to enable ODE and DEPARTMENT to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by ODE and/or the DEPARTMENT and shall be supported by appropriate documentation.
- 7 ****Updated**** That the SUBGRANTEE will maintain records, including the records required under Section 437 of the General Education Provisions Act ("GEPA"), 20 U.S.C. Section 1221, and provide access to those records as ODE or the DEPARTMENT and the Comptroller General or any of their authorized representatives in the conduct of audits authorized by federal law or state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information. The Uniform Guidance 2 CFR 200.336.
- 8 That the SUBGRANTEE will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals in the planning for and operation of each program, as may be necessary according to statute.
- 9 That any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and to other members of the general public.
- 10 That in the case of any project involving construction, the project is not inconsistent with overall state plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973, in order to ensure that facilities constructed with federal (which become subsequently state) funds are accessible to and usable by handicapped individuals.
- 11 That the SUBGRANTEE has adopted effective procedures for:
 - (A) Acquiring and disseminating to teachers and administrators participating in each program, significant information resulting from educational research, demonstration and similar projects; and
 - (B) Adopting, if appropriate, promising educational practices developed through those projects.
- 12 That no person shall, on the ground of race, color, national origin, handicap, or sex be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity for which the SUBGRANTEE receives Federal financial assistance. Admissions policies for private schools are understood and agreed to be part of such programs. In this vein, the SUBGRANTEE agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination

	Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).
13	That the SUBGRANTEE may not use its federal or state funding to pay for any of the following: (A) Religious worship, instruction, or proselytization. (B) Equipment or supplies to be used for any of the activities specified in this assurance, herein. (C) Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein. (D) An activity of a school or department of divinity. A school or department of divinity is defined in 34 CFR 76.532(b).
14	**Updated** That no federal funding may be used for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program (2 CFR 200.311).
15	**Updated** That the SUBGRANTEE may not count tuition and fees collected from students toward meeting matching, cost sharing or maintenance of effort requirements of a program (34 CFR 76.534).
16	**Updated** That the SUBGRANTEE shall, to the extent possible, coordinate each of its projects with other activities that are in the same geographic area served by the project and that serves similar purposes and target groups (34 CFR 76.580).
17	That the SUBGRANTEE shall continue its coordination with ODE during the length of the project period.
18	The SUBGRANTEE shall cooperate in any evaluation by the DEPARTMENT
19	That if a program so requires, provisions shall be made for the participation of children enrolled in private schools in the area to be served. Such provision shall: (A) Provide private school students with a genuine opportunity for equitable participation. (B) Provide an opportunity to participate in a manner that is consistent with the number of eligible private school students and their needs. (C) Maintain continuing administrative direction and control over funds and property that benefit students enrolled in private schools. (D) Comply with the requirements of 34 C.F.R. Section 76.652 through 76.662.
20	That no provision of any law shall be construed to authorize the consolidation of any applicable program with any other program, such as the commingling of funds derived from one appropriation with those derived from another appropriation, except as specifically authorized by statute.
21	That funds will be used to supplement and not supplant state and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in the absence of such funds, be made by the SUBGRANTEE for educational purposes.
22	That the SUBGRANTEE will comply with all relevant laws relating to privacy and protection of individual rights including 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act of 1974).
23	**Updated** That the SUBGRANTEE will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project (34 CFR 76.683).
24	**Updated** That it shall per 2 CFR 200.333 maintain records for three years following completion of the activities for which the SUBGRANTEE uses the federal or state funding and which show: (A) The amount of funds under the subgrant or grant. (B) How the SUBGRANTEE uses the funds. (C) The total cost of the project. (D) The share of that total cost provided from other sources.
25	**Updated** If real property or structures are provided or improved with the aid of Federal financial assistance, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer or sale of such property or structure. If personal property is so provided, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer, disposal and sale of such. The Uniform Guidance 2 CFR 200.307, 200.311, 200.312 and 200.400.
26	That in the event of a sustained audit exception, and upon demand of ODE, the SUBGRANTEE shall immediately reimburse ODE for that portion of the audit exception attributable under the audit to the SUBGRANTEE. The SUBGRANTEE agrees to hold ODE harmless for any audit exception arising from the SUBGRANTEE's failure to comply with applicable regulations.
27	That the SUBGRANTEE is aware all federal and state funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress and the Ohio General Assembly. These funds are subject to reduction or elimination by the United States Congress or Ohio General Assembly at any time, even following award and disbursement of funds. Except as otherwise provided by law, the SUBGRANTEE shall hold ODE harmless for any reduction or elimination of federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the SUBGRANTEE shall immediately cease further expenditures under any federal or state project.

28	<p>**Updated** The SUBGRANTEE will adopt and use the proper methods of administering the subgrants per 2 CFR 200 Sub Part F, including, but not limited to:</p> <p>The enforcement of any obligations imposed by law.</p> <p>The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation.</p> <p>The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.</p>
29	The SUBGRANTEE will comply with the Safe and Drug Free Schools Act (as amended) and the Pro-Children Act of 1994 (as amended).
30	Personnel employed as teachers and instructional aides by the SUBGRANTEE or personnel contracted to provide such service to the SUBGRANTEE shall be certified as required by Ohio Revised Code Section 3319.22, 3319.30 and 3319.088.
31	<p>**Updated** The SUBGRANTEE, by submission of a grant proposal, agrees that the DEPARTMENT or ODE have the authority to take administrative sanctions, including, but not limited to, suspension of cash payments for the project, suspension of program operations and/or, termination of project operations, as necessary to ensure compliance with applicable laws, regulations and assurances for any project. The SUBGRANTEE acknowledges this authority under 2 CFR 200.338, 34 CFR 74.62 and Ohio Revised Code Section 3301.07 (C), as applicable.</p>
32	**Updated** For the construction of facilities with Federal funds per 2 CFR 200.320, the SUBGRANTEE will comply with the provisions of the Davis-Bacon Act.
33	<p>**Updated** When funded on an advance basis by ODE, the SUBGRANTEE agrees to minimize the time between the transfer of funds and the disbursement by the local entity in accordance with the Cash Management Improvement Act (31 CFR part 205). Additionally, the SUBGRANTEE agrees to maintain cash balances which meet their immediate cash needs only. Any interest earnings by the SUBGRANTEE will require repayment (2 CFR 200.305).</p>
34	**Updated** In the purchase of equipment and supplies, the SUBGRANTEE will comply with local, state and federal procurement policies. In addition, equipment and supplies purchased for use in a Federal or state program will comply with the provisions of 2 CFR 200.318.
35	The SUBGRANTEE will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
36	**Updated** That the SUBGRANTEE will acquire, use, maintain and dispose of equipment purchased for the approved project in accordance with 2 CFR: 200.313-Equipment; 200.20- Computing Devices-Machines used to acquire, store, analyze, process, public data and other information electronically. Includes accessories for printing, transmitting and receiving or storing electronic information; 200.94 Supplies-Tangible personal property other than equipment computing devices are supplies if less than \$5,000.
37	**Updated** That the SUBGRANTEE will have effective financial management systems which conform to the standards present in 2 CFR 200.302, which includes, but is not limited to, the ability to report financial data verifying compliance with program regulations and maintaining effective internal control over the operations of the approved grant.
38	**Updated** That the SUBGRANTEE will conform all activities conducted under the approved grant to the provisions contained within 2 CFR 200.
39	**Updated** That the SUBGRANTEE will obligate funds within the approved project period as set forth in the approved application and will liquidate said obligations not later than 90 days after the end of the project period for grants applied for electronically. For purposes of approved projects, obligations have the same meaning as contained in The Uniform Guidance 2 CFR 200.71 and 200.343.
40	That no SUBGRANTEE will subgrant the approved project to another entity without the express written consent of ODE.
41	<p>Additionally, to certify compliance with requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and, Drug-Free Workplace, as prescribed in 34 C.F.R. Part 82 and Part 85, and 7 C.F.R. Part 3017, and the required regulations implementing Executive Order 12549. The SUBGRANTEE assures that (see "Document Library - Consolidated Application - Guidelines" for explanation of requirements):</p> <p>(A) All fund participants certify, by submission of this statement, that project funds will not, in any way, be used for the purpose of Lobbying or otherwise influencing decisions supporting the granting of funds administered by the Ohio Department of Education (ODE).</p> <p>(B) The prospective lower tier participant certifies, by submission of this statement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</p> <p>(C) If the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this statement.</p> <p>(D) That subgrantees receiving ODE administered funds will provide a drug-free workplace.</p>
42	Any additional assurances listed within the document library for a specific application as required by the ODE program office administering the program.
43	The SUBGRANTEE will comply with the requirements of the Boy Scouts of America Equal Access Act (Boy Scouts Act), 20 U.S.C. 7905, 34C.F.R. Part 108, and with other federal civil rights statutes enforced by OCR.

- 44 ****New**** As required by 2 CFR 25 Appendix A the subgrantee has obtained a Dun and Bradstreet (DUNS) number and registered the DUNS number in the federal System for Award Management (SAM). The district must enter the DUNS number into the Ohio Educational Directory System (OEDS-R).
- 45 The SUBGRANTEE, when using federal funds to enter into a contract for equipment or services, will comply with the procurement standards set forth in the U.S. Department of Education’s regulations which require federal subgrant recipients to develop written procurement procedures and to conduct all procurement transactions in a manner to provide, to the maximum extent possible, open and free competition. No employee, officer or agent of the community school may participate in the selection, award or administration of any contract supported by federal funds if a real or apparent conflict of interest exists.

PROGRAM-SPECIFIC ASSURANCES:

The SUBGRANTEE, as a community school that accepts funding through the Federal Title V Charter Schools Program (CSP), agrees to the following assurances:

- 46 That the SUBGRANTEE will annually provide the U.S. Secretary of Education and ODE such information as may be required to determine if the community school is making satisfactory progress toward achieving the objectives described in subparagraph (C)(i).
- 47 That the SUBGRANTEE will cooperate with the U.S. Secretary of Education and ODE in evaluating the program assisted under this subpart.
- 48 That the SUBGRANTEE will assure the involvement of any Educational Service Provider (ESP), whether for-profit or nonprofit, remains at “arm’s length” and has no involvement with the administration of the subgrant (see B-13 in the federal CSP Nonregulatory Guidance dated January 2014).
- 49 That the SUBGRANTEE will avoid all apparent and actual conflicts of interest when administering grants as outlined in 34 CFR 75.525 and all Ohio statutes and administrative rules pertaining to conflicts of interest.
- 50 That the SUBGRANTEE will maintain accurate records in the Ohio Educational Directory System (OEDS) database.
- 51 That the SUBGRANTEE will demonstrate compliance with the community school charter contract between the authorized sponsor and the community school governing authority at all times.
- 52 That the SUBGRANTEE will comply with all applicable laws and rules.
- 53 That the SUBGRANTEE will cooperate with all monitoring efforts of the Department and/or the independent monitor and understands that failure to cooperate with any and all monitoring efforts will result in termination of the subgrantee’s award, including the return of any previously distributed funds.
- 54 That the SUBGRANTEE, if awarded a CSP subgrant, will agree to the award subject to all terms outlined in Ohio’s CSP Subgrant Request for Application.
- 55 That the SUBGRANTEE, if awarded a CSP subgrant, does not have a designated feeder pattern.
- 56 That the SUBGRANTEE assures it has NOT received CSP grant funds for the same or substantially similar purpose directly from the U.S. Department of Education or the Ohio Department of Education
- 57 That the SUBGRANTEE shall provide all students in the community with an equal opportunity to attend the charter school [20 U.S.C. 7221-7225g].
- 58 That the SUBGRANTEE will comply with O.R.C. Section 3314.0210 and contracts will not give ownership of any or all curricular and intellectual property obtained or created using CSP subgrant funds to any contracted vendor.
- 59 That the SUBGRANTEE includes segregation of duties in its contracts with the sponsor and the CMO/EMO.
- 60 That the SUBGRANTEE requires the governing authority to review and approve all financial obligations related the CSP subgrant funding prior to any obligations or expenditure of CSP funds.
- 61 That the SUBGRANTEE will include a prohibition of related party transactions for governing authority members, school personnel and employees of the CMO/EMO in its conflict of interest policy.

Signature of Authorized Person:	Date:
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