Community Connectors GRANT ASSURANCES

The parties referred to in this document are the Ohio Department of Education, herein referred to as "THE DEPARTMENT," and the applicant, herein referred to as the "GRANTEE," and any partnering entity who is not the lead applicant, herein referred to as the "CO-APPLICANT." THE DEPARTMENT may make funds available to the GRANTEE for programs operated by the GRANTEE in accordance with requirements and regulations applicable to such programs. Consistent with state laws and regulations, the GRANTEE assures, if awarded a grant:

1. That the GRANTEE will accept funds in accordance with applicable state and federal statutes, regulations, program plans, and applications, and administer the programs in compliance with the United States and Ohio Constitutions, all provisions of such statutes, regulations, applications, policies and amendments thereto.
2. That the control of funds provided to the GRANTEE under the Community Connectors 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.
3. That the GRANTEE has the necessary legal authority to apply for and receive the proposed grant and enter into the contract.
4. That the GRANTEE will keep and maintain the required financial and compliance records in accordance with the Ohio Revised Code Section 117.11, utilizing generally accepted accounting principles (GAAP) unless the GRANTEE has requested and received a waiver from the DEPARTMENT as to the method of accounting practices.
5. That the GRANTEE will make reports to THE DEPARTMENT as required or requested, and that may reasonably be necessary to enable THE DEPARTMENT to perform its duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by THE DEPARTMENT and shall be supported by appropriate documentation.
6. That the GRANTEE will maintain records, and provide access to those records as THE DEPARTMENT and authorized representatives in the conduct of audits authorized by state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information.
7. That the GRANTEE will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals in the planning for and operation of the program, as may be necessary according to state law.
8. That any application, evaluation, periodic program plan or report relating to the Community Connectors will be made readily available to parents and to other members of the general public.

9. That no person shall, on the ground of race, color, religious affiliation, 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 GRANTEE receives state financial assistance.
10. That the GRANTEE may not use its state funding to pay for any of the following:
    A. Religious worship, instruction or proselytization.
    B. The salary or compensation of any employee of the GRANTEE or any CO-APPLICANT, whose duties or responsibilities include the activities specified in paragraph 10A, herein. Salary or compensation of an employee paid directly by a faith-based entity or house of worship is permitted to be utilized as an applicant's in-kind contribution to draw down state matching funds, and is not otherwise prohibited by this section.

    B. Equipment or supplies to be used for any of the activities specified in paragraph 10A, 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 paragraph 10A, herein.
11. That the GRANTEE shall continue its coordination with THE DEPARTMENT during the length of the grant period.
12. The GRANTEE shall cooperate in any evaluation by THE DEPARTMENT.
13. That the GRANTEE 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).
14. That the GRANTEE will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project.
15. That it shall maintain records for five years following completion of the activities for which the GRANTEE uses the state funding and which show:
    A. The amount of funds under the grant.
    B. How the GRANTEE uses the funds.
    C. The total cost of the project.
    D. The share of that total cost provided from other sources.
16. That in the event of a sustained audit exception, and upon demand of THE DEPARTMENT, the GRANTEE shall immediately reimburse THE DEPARTMENT for that portion of the audit exception attributable under the audit to the GRANTEE. The GRANTEE agrees to hold THE DEPARTMENT harmless for any audit exception arising from the GRANTEE's failure to comply with applicable regulations.
17. That the GRANTEE is aware all state funds granted to it are conditioned upon the availability and appropriation of such funds by the Ohio General Assembly. These funds are subject to reduction or elimination by the Ohio General Assembly at any time, even following award and disbursement of funds. Except as otherwise provided by law, the GRANTEE shall hold THE DEPARTMENT harmless for any reduction or elimination of state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the GRANTEE shall immediately cease further expenditures under the Community Connectors.
18. The GRANTEE will adopt and use the proper methods of administering the grant and any sub grants, including, but not limited to:

A. The enforcement of any obligations imposed by law.
B. The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation.
C. The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.

19. The GRANTEE, by submission of a grant proposal, agrees that THE DEPARTMENT has 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 GRANTEE acknowledges this authority under Ohio Revised Code Section 3301.07 (C), as applicable.
20. . In the purchase of equipment and supplies, the GRANTEE will comply with state ethics laws and Ohio Revised Code Section 2921.42.
21. That the GRANTEE will have effective financial management systems, 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.
22. That the GRANTEE 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 the grant.

This assurance is given in consideration of and for the purpose of obtaining any and all grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the GRANTEE by THE DEPARTMENT, including installment payments, after such date on account of applications for financial assistance which were approved before such date. The GRANTEE recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Ohio shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the GRANTEE, its successors, transferees and assigns. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the GRANTEE.

GRANTEE

[signature] 2/20/15		[signature] 02/19/15	
Authorized Representative	Date	Fiscal Representative	Date
Christine Montelione		Andrew Badertscher	
Printed		Printed	