STRAIGHT A FUND

STRAIGHT A PROGRAM GRANT ASSURANCES

The parties referred to in this document are the Ohio Department of Education, herein referred to as "ODE," the Straight A Program Governing Board, herein referred to as the "Governing Board," and the applicant, herein referred to as the "GRANTEE." ODE 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 statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto.

2. That the control of funds provided to the GRANTEE under the Straight A 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.

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 cause to be performed the required financial and compliance audits in accordance with the Ohio Revised Code Section 117.11 utilizing generally accepted accounting principles (GAAP). That the GRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.

5. That the GRANTEE will make reports to ODE and to the Governing Board as may reasonably be necessary to enable ODE and the Governing Board to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by ODE and/or the Governing Board and shall be supported by appropriate documentation.

6. That the GRANTEE will maintain records, and provide access to those records as ODE or the Governing Board 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 statute.

8. That any application, evaluation, periodic program plan or report relating to the Straight A Program will be made readily available to parents and to other members of the general public.

9. 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 state funds are accessible to and usable by handicapped individuals.

10. 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 GRANTEE receives state financial assistance.

11. That the GRANTEE may not use its 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 paragraph 11A, 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 11A, herein.

12. That the GRANTEE shall continue its coordination with ODE during the length of the project period.

13. The GRANTEE shall cooperate in any evaluation by ODE or the Governing Board.

14. 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).

15. 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.

16. 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.

17. That in the event of a sustained audit exception, and upon demand of ODE, the GRANTEE shall immediately reimburse ODE for that portion of the audit exception attributable under the audit to the GRANTEE. The GRANTEE agrees to hold ODE harmless for any audit exception arising from the GRANTEE's failure to comply with applicable regulations.

18. 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 ODE 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 Straight A Program.

19. The GRANTEE will adopt and use the proper methods of administering the grant and any subgrants, 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.

20. The GRANTEE, by submission of a grant proposal, agrees that the ODE or the Governing Board 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 GRANTEE acknowledges this authority under Ohio Revised Code Section 3301.07 (C), as applicable.

21. In the purchase of equipment and supplies, the GRANTEE will comply with local and state procurement policies.

22. 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.

23. 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.

STRAIGHT A FUND

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 Straight A Program Governing Board, through ODE, 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.

Mary Walters	10/25/13	[signature]	10/25/13
Superintendent/CEO	Date	Treasurer/CFO	Date
Mary Walters		Richard Cox	
Printed Name		Printed Name	