STRAIGHT A FUND

# STRAIGHT A PROGRAM GRANT AGREEMENT

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" and, collectively with the Governing Board and ODE as the "Parties." 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 agrees, 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.
    D. Programs not in support of elementary, secondary, vocational, or special education pursuant to Section 15.06(A) of the Ohio Constitution.

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 and are subject to Controlling Board approval under section 263.325(G) of Am. Sub. H.B. 59 of the 130th 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 the grant agreement 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. Any funds provided for the grant project operated by GRANTEE that are not expended, obligated, or otherwise committed by the termination or expiration of the grant project shall be immediately returned to the Governing Board.

24. That the GRANTEE will return any and all funding to the Governing Board if the GRANTEE fails to implement the program operated by the GRANTEE for which this grant is awarded, pursuant to section 263.325 of Am. Sub. H.B. 59 of the 130th General Assembly.

25. To amend this agreement, the Parties must express the amendment in a writing signed by all parties:

    A. This Grant Agreement contains the full understanding and agreement of the Parties with respect to its subject matter, and no waiver, alteration or modification of any of the provisions to this Grant Agreement shall be binding unless in writing and signed by an authorized representative of the Parties. Neither the course of conduct between the Parties nor trade usage shall act to modify or alter the provisions of this Grant Agreement.
    B. No waiver by the Parties or any breach, default, or series of breaches or defaults, and no failure, refusal, or neglect of the parties to exercise any

right, power, or option given to it under this Grant Agreement or to insist upon strict compliance with the terms of this Grant Agreement shall constitute a waiver of these provisions with respect to any subsequent breach or waiver by the Parties or its right at any time thereafter to require exact and strict compliance with the provisions of this Grant Agreement.

26. That any records generated by the Parties may constitute a public record, and therefore may be available upon request in accordance with Ohio's public records law, pursuant to Ohio Revised Code Section 149.43. GRANTEE agrees to comply with any public records requests submitted to the Governing Board or ODE.

27. GRANTEE certifies that, if the GRANTEE is a member of any other state agency, an employee or elected official of any governmental body or a former employee of the state of Ohio, the acceptance of funding for the grant project operated by GRANTEE will not violate the provisions of the Ethics Law pursuant to Ohio Revised Code Section 102.

    The GRANTEE hereby certifies that it is in compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

28. The GRANTEE affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the grant project operated by GRANTEE, and shall perform no services required for that grant project outside of the United States.

    The GRANTEE also affirms, understands, and agrees to immediately notify the Governing Board and ODE of any change or shift in the location(s) of services performed by the GRANTEE or its partners for this grant project. , and no services shall be changed or shifted to location(s) that are outside of the United States.

    If GRANTEE or any of its partners perform services for this grant project outside of the United States, the performance of such services shall be treated as a material breach of this Grant Agreement. The Governing Board and ODE are not obligated to reimburse and shall not reimburse the GRANTEE for such services. If GRANTEE or any of its partners perform any such services, GRANTEE shall immediately return to the Board and ODE all funds reimbursed for those services. The Board and ODE may also recover from the Grantee all costs associated with any corrective action the Board or ODE may undertake, including but not limited to an audit or a risk analysis, as a result of the GRANTEE performing services outside of the United States.

    The Board and ODE may, at any time after the breach, terminate the grant project operated by Grantee, upon written notice to the GRANTEE. The Board and ODE may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the grant project operated by GRANTEE.

29. That if any parts of this Grant Agreement is held to be invalid, the remaining parts of this Grant Agreement shall continue to be valid and enforceable.

This Grant Agreement 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 Grant Agreement, and that the State of Ohio shall have the right to seek judicial enforcement of this Grant Agreement. This Grant Agreement is binding on the GRANTEE, its successors, transferees and assigns. Neither this Grant Agreement, nor any rights, duties, or obligations described herein shall be assigned by the GRANTEE without the prior express written consent of the Governing Board and ODE. The person or persons whose signatures appear below are authorized to sign this Grant Agreement on behalf of the GRANTEE.

STRAIGHT A FUND
GOVERNING BOARD

Chairman Date

Printed

GRANTEE

Superintendent/CEO 4/18/14
Date

JILL ACHUTMAN
Printed

OHIO DEPARTMENT OF EDUCATION

Supt. of Public Instruction Date

Printed

Ryan S. Stechschulte 4/18/14
Treasurer/CEO Date

Ryan S. Stechschulte
Printed