

GRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF EDUCATION AND ---

I. Purpose.

The Ohio Department of Education ("the Department") and _____ ("Partner ESC") (collectively referred to as "the Parties") hereby enter into this Agreement Between the Ohio Department of Education and _____ ("Agreement") for the purpose of the Department granting funds to Partner ESC to support district and school extended learning and recovery plan strategies. Through this Agreement, Partner ESC will be able to provide vital support to schools and districts most impacted by the disruptions caused by the pandemic so that their students may advance in academic and non-academic achievement toward their ultimate readiness and success in school and in post-secondary pursuits, including the workplace.

II. Overview

During the COVID-19 (coronavirus) pandemic, the Department has remained committed to providing Ohio's schools, districts, and partners in education with the resources necessary to provide high-quality education so that Ohio's children remain challenged to discover and learn, prepared to pursue a fulfilling post-high school path, and empowered to become resilient, lifelong learners who contribute to society. In furtherance of this commitment, the Department is supporting Partner ESC to provide assistance to the schools and districts in Partner ESC's region as they design, develop, and implement extended learning and recovery for students most significantly impacted by the pandemic. The details of this partnership are more fully set forth in the Scope of Work attached hereto as Appendix A.

III. Elementary and Secondary School Emergency Relief (ESSER) Fund

- A. The activities conducted under this Agreement shall be conducted in accordance with ESSER Fund guidelines and Section 18003 of the CARES Act. The Department has determined an emergency need for assisting districts and schools with extended learning and learning recovery plan strategies. As such, the funds granted under this Agreement shall be used in furtherance of such efforts in accordance with Appendix A.
- B. Partner ESC agrees to abide by the Ohio Subgrantee ESSER Assurances, attached hereto as Appendix B.

IV. Payment

- A. The funds provided to Partner ESC under this Agreement shall not exceed one hundred seventy-five thousand and 00/100 dollars (\$175,000.00). These funds shall be used in accordance with section III of this Agreement.
- B. Payment shall be made upon the submission of a proper invoice (or claim) approved by the Department. Invoices shall include an itemization of deliverables, including the date deliverables were rendered and the total amount due. Partner ESC shall provide electronic funds

transfer (EFT) payment information and maintain such an account for all associated payments. Partner ESC may sign up at <http://www.supplier.obm.ohio.gov/>

V. Term.

This Agreement is effective on the last date signed below and shall be effective until **September 30, 2022** (“termination date”), unless terminated earlier.

VI. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any litigation surrounding this Agreement shall be filed in a court of competent jurisdiction in Franklin County, Ohio.

VII. Severability.

If any provision of this Agreement should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted, to the extent possible, to give effect to the Parties’ intent.

VIII. Termination.

- A. Either Party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other Party.
- B. If this Agreement is breached, the non-breaching Party may suspend or terminate this Agreement immediately upon written notice to the breaching Party. If the breach can be cured, the non-breaching Party may provide in writing to the breaching Party the ability to cure the breach within ten (10) business days. The breaching Party must provide the non-breaching Party evidence that it has sufficiently cured the breach.

IX. Assignment and Waiver.

- A. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party.
- B. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the Party against which the waiver is sought to be enforced. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that Party’s right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other further exercise of these rights or any other right.

X. Independent Entities

- A. It is expressly understood that Partner ESC and the Department are entities independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

- B. It is further understood that neither Partner ESC nor its employees or agents are “employees” of the Department as the term is used in division (F) of the Ohio Revised Code Section 124.01 and, therefore, shall not at any time, or for any purpose, be considered public employees for the purpose of Ohio Public Employees Retirement Systems benefits and are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment subject to the civil service laws of Ohio. Moreover, Partner ESC is responsible for any compliance with labor laws and contracts as it pertains to any union employees under its employment.

XI. Entire Agreement/Modification.


This Agreement constitutes the entire agreement and understanding of the Parties. Any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this Agreement shall have no force or effect.

XII. Electronic Signatures

Copies of signatures, including those sent by facsimile transmission or provided electronically in portable document format (“PDF”), shall be deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year last written below.

Ohio Department of Education

By: 
Paolo DeMaria
Superintendent of Public Instruction

By: _____
Name: _____
Title: _____

Date: March 26, 2021

Date: _____

Appendix A

Scope of Work Partnership between the Ohio Department of Education and Partner ESC For the Support of District and School Extended Learning and Learning Recovery Plan Process

Purpose: This agreement is designed to define a partnership between the Ohio Department of Education and Partner ESC in the interest of supporting extended learning and learning recovery strategies at the school and district level that both meet today's critical needs and also lead to long term transformational change in Ohio's schools and districts. Our goal is to create the conditions for schools and districts to support students most impacted by the disruptions due to the pandemic with the goal of helping them advance in academic and non-academic achievement toward their ultimate readiness and success in school and in post-secondary pursuits including the workplace. The key components of this partnerships are the following:

- Supporting districts and schools in each designing and developing a plan for extended learning and learning recovery for students most significantly impacted by the COVID-19 pandemic focusing on the following five key components:
 - Identification of impacted students including attendance recovery,
 - Conducting needs assessments,
 - Defining approaches and implementation strategies,
 - Leveraging partnerships, and
 - Ensuring alignment to state and local priorities and key initiatives.
- Supporting districts and schools in identifying financial resources, principally those allocated to them as part of the federal Elementary and Secondary School Emergency Relief (ESSER) funds.
- Preparing a plan for Partner ESC to support the implementation of extended learning and learning recovery plans by schools and districts through direct services.
- Coordinating the work with other key initiatives that have a similar goal including RemotEDx, the Program Cabinet, the Department's ESC/SST alignment work, Reframing Education, the Remote Learning Alliance, etc. (Coherence, alignment, and cross-initiative collaboration will be essential.)
- Integrating, coordinating and aligning with relevant partners to support this work including the Ohio Leadership Advisory Council (OLAC), the Ohio Center for Autism and Low Incidence (OCALI), State Support Teams (SSTs), Information Technology Centers (ITCs), public libraries, Ohio's public broadcasting system and other key health care, behavioral health, social services and cultural partners including the Ohio Department of Mental Health and Addiction Services.
- Implementing the plan for providing support to districts.
- Sharing information about activities being pursued, including the impact of those activities.
- Measuring the impact of extended learning and learning recovery activities and providing feedback regarding effective practices.

The following are more expansive descriptions of each of the above components:

Supporting School and District Planning. The activities of Partner ESC in furtherance of this purpose may involve the following:

- *Assess Students:* Assisting schools and districts in their approaches to assessing students to identify their level of academic and non-academic achievement and identifying those students with the greatest need.

- *Leverage Improvement Structures:* District planning for extended learning and learning recovery should be integrated with and extend the districts own improvement plan. These plans should not be one-offs. They should also leverage the improvement structures (Ohio Improvement Process or other similar plan-do-study-act process) in place at the school or district.
- *Engage Students and Families:* Assisting schools and districts in attendance recovery efforts to identify and re-engage students who have not actively attended school consistent with the Department’s efforts to combat chronic absenteeism.
- *Design Effective Strategies:* Share information with schools and districts relative to proven and high-quality approaches to extended learning and learning recovery. Such approaches may include summer programming, “jump start” (several weeks before school starts) programming, after-school, evening, weekend programming, tutoring/mentoring, etc.
- *Focus on Equity:* Ensure that schools and districts exercise a particular focus on issues of inequity that may exist among their student populations and which may have been exacerbated by the pandemic. Practices that promote equity in educational opportunities, experiences and outcomes should be emphasized.
- *Capacity Building Strategies:* Support district and school understanding of various state supported improvement activities that can make a contribution to extended learning and learning recovery including:
 - a. **Success and Wellness Plan/Prevention Activities:** Does the initiative embrace and reflect the Whole Child Framework? Does it align to and integrate with our work to meet the needs of the whole child?
 - b. **Literacy:** Consistent with the Ohio Plan for Achieving Literacy, training and coaching related to implementation of highly effective literacy improvement strategies, primarily among schools and districts not currently participating in state or federally funded projects.
 - c. **Reframing Education:** Identifying and implementing innovative approaches to structuring the learning experience in ways that result in a higher quality.
 - d. **Improvement Structures:** High-quality implementation and refinement of OIP or other improvement cycle models.
 - e. **Personalization and Customization Initiatives:** Including personalized, project-based learning and use of the multi-tiered systems of supports.
 - f. **Demonstration of Mastery and Competency-Based Learning Approaches:** Many recognize that traditional education made the amount of learning time fixed and the actual learning variable. This approach puts students at a disadvantage who move on to the next grade level without the necessary knowledge to succeed. How can we support a pivot toward a time-variable, fixed-learning approach?
 - g. **High Quality Instructional Materials:** The Department is already taking steps to promote high quality instructional materials. The use of such materials increases the likelihood that our pandemic response has a strong impact on student achievement.
 - h. **High Quality Professional Learning Opportunities:** The Department is already taking steps to promote high quality professional learning opportunities including leveraging the educational regional service system. The use of such materials and experiences improves educator effectiveness and instructional quality.
 - i. **Technology Enabled Programming:** Enhancing the school or districts understanding and use of technology for high-quality educational experiences. Increasing connectivity capacity.
 - j. **Special Education Programming:** Systemic improvement to school and district special education programming including coaching and professional development. (Consistent with the Department’s Report on Improving the Educational Experience and Outcomes for Students with Disabilities.)

- k. **STEM, Math, Science and Computer Science:** Identifying capacity building that creates engaging learning environments and high-quality instructional approaches for STEM fields, including math, science and computer science (including areas like artificial intelligence, machine learning and quantum computing).
- l. **Leadership Development:** Identifying capacity building strategies that strengthen school leadership in the interest of supporting high quality learning and instructional practices, climate and culture aligned to excellence, an emphasis on equity so that all students can reach their fullest potential, continuous improvement infrastructure and processes, and practices that meet the needs of the whole child. This should be aligned to other leadership initiatives underway in Ohio, including the work of OLAC and the BASA/Remote Learning Alliance networking meetings.

Many of these strategies are already in the domain of *RemotEDx*. Consequently, strong coordination between *RemotEDx* work and this planning work, particularly through the *ESC Program Cabinet* will be critical.

Resource Identification and Allocation: It is important to support schools and districts in identifying resources to support the extended learning and learning recovery work. Partner ESC can assist districts and schools in determining the most cost-effective use of resources and may also support districts with identifying efficiencies and reprioritizing resource allocations as appropriate in the interest of maximizing impact.

- *Resource Allocation:* Assist schools and districts in identifying available financial resources, especially including any ESSER funds received, that could be directed to supporting extended learning and learning recovery activities.
- *Promote efficiencies:* Collaboration among and between schools and districts with common needs may allow efficiencies to be realized, including through service provision by Partner ESC or other aggregators of services.
- *Sustainability:* Encourage planning for long-term sustainability of initiatives beyond spending deadlines from one-time federal funding.

ESC Plan for Support: Partner ESC shall develop and submit a plan for providing supports to its respective member districts and schools. These plans shall align to the plans developed by schools and districts and should reflect align to and leverage other partnerships and initiatives including but not limited to *RemotEDx*, the Regional Data Leads (RDL) Network, Prevention Education Grants, the PBIS Network, Family and Community Engagement Liaisons and more .

- *Identification of district and school needs:* What role does the Partner ESC play in assisting with data analysis, identifying the most at-risk and neediest students? How do districts identify priorities? What are the needs that have been identified in order for schools and districts to provide high quality and high impact extended learning and learning recovery approaches?
- *Description of proposed actions and approaches:* What are the activities and supports that the ESC can provide to assist district and school extended learning and learning recovery plans?
- *Support Plan Budget:* What additional resources are needed and for what purposes? What is the overall budget request? What is the distribution methodology for these funds?

Coordination and Partnership: Partner ESC will support alignment to and coordination with other state or regional initiatives focused on school improvement and school recovery. This will require mechanisms of collaboration and communication that ensure Partner ESC and the Department are apprised of initiatives and are deliberate in avoiding duplication or right-hand/left-hand issues. Most significant of these is the *RemotEDx* project.

Sharing Information: It is important to learn from each other, and consult with each other to address problems that may arise.

- *Participate in Network Opportunities:* Using the ESC Program Cabinet or a similar mechanism, Partner ESC and other key partnerships will share what they are seeing and learning, as well as what is working and not working as part of the process. The exact design for this sharing work will be determined at a later time.
- *Shared Resources:* As much as practicable, any resources developed in support of this work should be codesigned engaging multiple partners. Any modules and/or webinars developed should be shared for use on the OLAC website or other state platforms including OCALI and the RemotEDx Exchange as appropriate.

Monitoring and Evaluation: It is important to build-in, from the start, mechanisms to gauge progress and success, and to make course corrections and refinements over the course of the work.

- *Pre-Test/Post-Test:* Partner ESC will work with districts and schools to identify meaningful and effective approaches to pre-testing and post-testing to support analysis of impacts and outcomes. The RDL Network and other ESC instructional coaches could be leveraged to interpret data and work with educators to use data to inform instruction.
- *Periodic reporting:* Partner ESC will make periodic reports of monitoring and evaluation information in the interest of gauging impact and fine-tuning strategies and actions utilizing a co-designed, uniform data collection and reporting tool.

Appendix B

Ohio Subgrantee ESSER Assurances

The Elementary and Secondary School Emergency Relief Fund (ESSER Fund) is intended to address the impact that Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on public and nonpublic elementary and secondary schools.

The subgrantee shall abide with all the requirements and assurances specified in the ESSER Certification and Agreement for Funding under the Education Stabilization Program signed by the state. [LINK HERE](#)

- ☐ SUBGRANTEE shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19, based on the unique financial circumstances of the entity.
- ☐ SUBGRANTEE shall provide nonpublic school students and educators with equitable services and the opportunity to participate in the subgrantee programming.
- ☐ SUBGRANTEE will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- ☐ 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.
- ☐ SUBGRANTEE has the necessary legal authority to apply for and receive the proposed grant or subgrant and enter into the contract.
- ☐ 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.
- ☐ SUBGRANTEE will adopt and use the proper methods of administering the subgrants per 2 CFR 200 Sub Part F, including, but not limited to:
 - The enforcement of any obligations imposed by law.
 - The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation.
 - The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.
- ☐ 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 and Ohio Revised Code Section 3301.07 (C), as applicable.

- ☐ SUBGRANTEE has obtained a Dun and Bradstreet (DUNS) number and registered the DUNS number in the federal System for Award Management (SAM) as required by 2 C.F.R. 25 Appendix A.
- ☐ That the SUBGRANTEE will obligate funds within the approved project period as set forth in the grant agreement 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.
- ☐ 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).
- ☐ That the SUBGRANTEE may not consolidate applicable programs or commingle funds derived from one appropriation with those derived from another appropriation, unless specifically authorized by statute.
- ☐ That the SUBGRANTEE will not subgrant the approved project to another entity without the express written consent of ODE.
- ☐ SUBGRANTEE will comply with 2 C.F.R. Part 200 Standards for Financial and Program Management, including but not limited to, effective control over, and accounting- ability for, all funds, property, and other assets and must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- ☐ SUBGRANTEE has the capacity and agrees to report financial data verifying compliance with program regulations and will conform all activities conducted under the approved grant to the provisions contained within 2 CFR 200.
- ☐ SUBGRANTEE will comply with local, state and Federal procurement policies when purchasing equipment and supplies. Equipment and supplies purchased for use in a Federal or state program will comply with the provisions of 2 CFR 200.318. The SUBGRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.
- ☐ 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.
- ☐ SUBGRANTEE may not use its Federal or State funding to pay for any of the following:
 - Religious worship, instruction, or proselytization.
 - 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. In the case of any project involves construction, the project is consistent 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. 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.
- ☐ SUBGRANTEE may not use Federal funding for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program (2 CFR 200.311). 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.

- ☐ SUBGRANTEE will abide by the single audit requirements that a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 C.F.R. 200.514 "Scope of Audit", except when it elects to have a program specific audit conducted and 200.515 (GAAP). The SUBGRANTEE will submit to ODE the aforementioned audit reports in accordance with The Uniform Guidance Subpart F. 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.
- ☐ 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 200.333-337. That it shall per 2 CFR 200.333 maintain records for 3 years following completion of the activities for which the SUBGRANTEE uses the federal or state funding and which show:
 - The amount of funds under the subgrant or grant.
 - How the SUBGRANTEE uses the funds.
 - The total cost of the project.
 - The share of that total cost provided from other sources.
- ☐ 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.
- ☐ SUBGRANTEE will comply with any additional assurances listed on a specific application as required by the ODE program office administering the program.
- ☐ SUBGRANTEE agrees to continue its coordination with ODE during the length of the project period.
- ☐ SUBGRANTEE will comply with 2 C.R.F. Part 200.343 regarding closeout procedures. The administration actions include, but are not limited to, submitting, no later than 90 calendar days after the end of the period of performance, all financial, performance and other reports as required by the terms and conditions of the federal award.
- ☐ SUBGRANTEE will ensure that no person be denied the benefits or be otherwise subjected to discrimination on the ground of race, color, national origin, handicap, or sex 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.).
- ☐ SUBGRANTEE will comply with Section 8524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the Every Student Succeeds Act, and that SUBGRANTEE 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 updated January 2020 and can be accessed [here](#).

- ☐ SUBGRANTEE will make readily available to parents and to other members of the general public any application, evaluation, periodic program plan or report relating to each program.
- ☐ SUBGRANTEE will provide reasonable opportunities for participation by and outreach to teachers, family members, and other interested agencies, organizations and individuals in the planning for and operation of each program, as may be necessary according to statute.
- ☐ SUBGRANTEE will comply with 34 C.F.R. Section 76.652-662, if a program so requires, and ensure participation of children enrolled in eligible private schools, excluding for-profit private schools, in the area to be served.
 - Provide private school students with a genuine opportunity for equitable participation.
 - Provide an opportunity to participate in a manner that is consistent with the number of eligible private school students and their needs.
 - Maintain continuing administrative direction and control over funds and property that benefit students enrolled in private schools.
- ☐ 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).
- ☐ 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).
- ☐ SUBGRANTEE will comply with the Safe and Drug Free Schools Act (as amended) and the Pro-Children Act of 1994 (as amended).
- ☐ SUBGRANTEE will comply with requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion (34 C.F.R. Part 82) and Drug-Free Workplace (34 C.F.R. Part 84) and the required regulations implementing Executive Order 12549:
 - 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).
 - 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.
 - 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.
 - That subgrantees receiving ODE administered funds will provide a drug-free workplace.
- ☐ SUBGRANTEE will comply with any additional assurances listed on a specific application as required by a particular ODE program office administering the program.
- ☐ SUBGRANTEE will comply with the requirements of the Boy Scouts of America Equal Access Act (Boy Scouts Act), 20 U.S.C. 7905, 34 C.F.R. Part 108, and with other federal civil rights statutes enforced by OCR.
- ☐ SUBGRANTEE will comply with requirements to collaborate with the State or local child welfare agency to designate a point of contact regarding the educational stability of children in foster care and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of time in foster care. ESEA Section 1112(c)(5)(A-B).
- ☐ SUBGRANTEE will comply with requirements of the Award Term for Trafficking in Persons under 2 C.F.R.175.15 which prohibits SUBGRANTEES from engaging in severe forms of trafficking in person

during the period of time that the award is in effect.

- ☐ SUBGRANTEE will comply with Executive Order 13513 which states that SUBGRANTEES and their personnel are prohibited from text messaging and e-mailing while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business.
- ☐ SUBGRANTEE will comply with the Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings ([link to memorandum](#)).
- ☐ SUBGRANTEE will abide by the following requirements when issuing statements, press releases, request for proposals, bid solicitation and other documents describing projects or programs funded in whole or in part with federal money to comply with Section 505 of Public Law 113-76, Consolidated Appropriation Act of 2014: (1) The percentage of the total costs of the programs or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the projects of programs; (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- ☐ SUBGRANTEE, if in receipt of an allocation of the Elementary and Secondary School Emergency Relief (ESSER) Fund, has read and will abide with all the requirements and assurances specified in the ESSER Certification and Agreement for Funding under the Education Stabilization Program signed by the state. [LINK HERE](#)

By signing this Agreement, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).