RECIPIENT GRANT ASSURANCES

By receiving funds under this grant award from the Maryland State Department of Education (MSDE), I, on behalf of the grantee, am lawfully authorized to obligate the grantee to comply with the following terms and conditions:

1. Programs and projects funded in total or in part through this grant shall operate in compliance with State and federal statutes and regulations, including but not limited to the 1964 Civil Rights Act and amendments, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR), the General Education Provisions Act (GEPA) and the Americans with Disabilities Act (ADA). Vendors, subgrantees, and/or consultants; including officers and employees shall comply with the Family Educational Rights and Privacy Act at all times (20 U.S.C. §1232g).

2. Grantee shall assure that its facilities are accessible to individuals with disabilities as required by the ADA and applicable regulations. 42 U.S.C §12101 et. seq. and 34 C.F.R. part 36. To the extent allowed by laws of the State of Maryland and the opinions of the State Attorney General , the grantee shall indemnify and hold the State of Maryland harmless in any administrative proceeding or action brought pursuant to the ADA for all damages, attorneys' fees, litigation expenses and costs, if such action or proceeding arises from the acts of grantee, grantee's employees, agents or subgrantees relating thereto and rising out of or in connection with the grant award.

3. By accepting funds, the recipients certify that they have complied with Federal Debarment and Suspension set forth in 2 CFR §180, and COMAR 21.08.03, and that, a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form has been filed with MSDE Project Monitor.

4. Grantee shall establish and maintain fiscal control and fund accounting procedures by fund, as set forth in 2 CFR §200 and in applicable statute and regulation. By accepting funds, the recipient agrees that the amount of the grant award is contingent upon MSDE's receipt of federal or State funds. Grantee shall retain all records of its financial transactions and accounts relating to this grant for a period of five years, or longer if required by federal regulation. Such records shall be made available for inspection and audit by authorized representatives of MSDE.

5. Entities expending federal funds of $1,000,000 or more in a single fiscal year, must have an annual financial and compliance audit in accordance with 2 CFR §200.501 et. seq.

6. The MSDE may, as it deems necessary, supervise, evaluate and provide guidance and direction to grantee in the conduct of activities performed under this grant. However, MSDE's failure to supervise, evaluate or provide guidance and direction shall not relieve grantee of any liability for failure to comply with the terms of the grant award.

7. Grantee shall adhere to MSDE reporting requirements, including the submission of all required reports. Failure to submit complete, accurate, and timely progress and final reports may result in the withholding of subsequent grant payments until such time as the reports are filed.

8. Grantee must receive prior written approval from the MSDE Program Monitor before implementing any programmatic changes with respect to the purposes for which the grant was awarded. Unless a division implements a stricter policy, grantee must receive prior written approval from the MSDE Program Monitor for any budgetary realignment of $1,000 or 15% of total object, program or category of expenditure, whichever is greater. Grantee must support the request with the reason for the requested change. Budget realignments must be submitted at least 45 days prior to the end of the grant period.

9. Requests for grant extension, when allowed, must be submitted at least 45 days prior to the end of the grant period.

10. Grantee shall ensure that programs and projects that offer digital tools, web-based or technology based instructional products or programs which are funded in total or in part through this grant will meet all accessibility requirements and standards set forth in applicable federal and State laws and regulations, including, without limitation, Education Article §7-910 of the Annotated Code of Maryland, COMAR 13A.06.05, Title II of the Americans with Disabilities Act, the Federal Rehabilitation Act of 1973, 28 CFR 35 (including the Final Rule on "Accessibility of Web Content and Mobile Apps Provided by State and Local Governments" the (Final Rule)), and the technical standard set forth in the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA and/or the requirements as adopted under COMAR 13A.06.05.

11. Grantee shall repay any funds that have been determined through the federal or State audit process to have been misspent, misapplied, or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or State government. The repayment may be made by an offset to funds that are otherwise due the grantee.

12. The non-Federal entity or applicant for a Federal award must disclose, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations to the MSDE project monitor. Non-Federal entities that have received a Federal award, are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), as per 2 CFR §200.113 in accordance with Appendix XII of 2 CFR Part 200.

I further certify that all of the facts, figures and representations made with respect to the grant application and grant award, including exhibits and attachments, are true and correct to the best of my knowledge, information, and belief.

Superintendent of Schools/Head of Grantee Agency Date

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