

## **Arts Every Day Equipment Fund Recipient Assurances**

By receiving supplies and equipment under this grant, I hereby agree to comply with the following terms and conditions.

1. Supplies and equipment 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) 24, 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. The grantee shall not discriminate against individuals with disabilities in the provision of its services and programs unless to do so would be an undue burden or result in fundamental alteration in the program as those terms are used in the ADA and its implementing regulation. The State reserves the right to inspect the grantee's facilities at any time to determine if the grantee is in compliance with ADA. The grantee shall bear sole responsibility for assuring that its programs conform for the section 501c. of the ADA (42 USC 12201) as a bona fide benefit plan. The grantee shall indemnify and hold the State harmless in any administrative proceeding or action brought to the pursuant to the ADA for all damages, attorneys' fees, litigation expenses and costs, if such action or proceeding arises from the acts of the grantee, grantee's employees or agents.
3. Grantee shall insure that programs and projects that offer web-based or technology band instructional products or programs which are funded in total or in part through this grant will operate in compliance with Section 508 of the Federal Rehabilitation Act of 1973 as amended and section 7-910 of the Education Article, Annotated Code of Maryland.
4. By accepting this grant offer, grantee certifies that the supplies and equipment will be used to their fullest potential by the Baltimore City Public School System. If the program is terminated, the item(s) must be supplied to another school who is able to use them, to get the best use out of the equipment purchased. If another school cannot be located, the grantee agrees to work with Arts Every Day to locate a new location for the equipment to be used.
5. Arts Every Day reserves the right to visit the school to document the usage of equipment and supplies purchased through the grant. Documentation includes, but is not limited to; photo, video, and teacher and student testimony.
6. Grantee shall adhere to Arts Every Day's reporting requirements, including the submission of a survey after the item(s) are purchased and received. Failure to submit complete, accurate, and timely reporting may result in withholding of subsequent opportunities within the Arts Every Day programs.

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

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Teacher Requesting Assistance

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Date

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School Principal

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Date