

## **GRANT ASSURANCES**

FISCAL YEAR 2022

*(A signed copy of this document must be returned to MCSS via email at [mcss.mcss@maryland.gov](mailto:mcss.mcss@maryland.gov))*

MARYLAND CENTER FOR SCHOOL SAFETY

### NONPUBLIC SAFETY IMPROVEMENTS PROGRAM

In my capacity as (Title) \_\_\_\_\_ of the

(Name of School) \_\_\_\_\_

#### **I hereby certify to the best of my knowledge, information, and intent:**

1. This school is currently participating in the Maryland State Department of Education's:
  - a. Aid to Non-Public Schools Program (R00A03.04,) commonly known as the "MSDE Nonpublic Schools Textbook and Technology Program"; or
  - b. "Nonpublic schools that serve students with disabilities through the Non–Public Placement Program R00A02.07 Subprogram 0762, with a maximum amount of \$65 per eligible nonpublic school student for participating schools, except that at schools where at least 20% of the students are eligible for the free or reduced–price meal program or for schools that service students with disabilities though the Non–Public Placement Program, there shall be a distribution of \$85 per student and no individual school may receive less than \$5,000."
2. The school complies with Title VI of the Civil Rights Act of 1964, as amended. The school complies with Title 20, Subtitle 6 of the State Government Article, which prohibits discrimination in employment. A nonpublic school participating in the program may not discriminate in student admissions on the basis of race, color, national origin, or sexual orientation. Nothing herein shall require any school or institution to adopt any rule, regulation, or policy that conflicts with its religious or moral teachings. However, all participating schools must agree that they will not discriminate in student admissions on the basis of race, color, national origin, or sexual orientation. The sole legal remedy for violation of these provisions is ineligibility for participating in the Nonpublic Aging Schools program.
3. The proposed project(s) is a capital improvement that when completed will protect the school building from deterioration, improve the safety of students and staff, and enhance the delivery of educational programs.
4. The proposed project(s) shall be under contract for construction by June 30, 2023.
5. All requests for reimbursement shall be submitted no later than May 31, 2024.
6. Funds will not be used for projects in spaces used primarily for religious instruction, programs, and worship.
7. Funds will not be used for projects in buildings that are primarily used for administration, maintenance, storage, or other non-instructional, ancillary services.
8. Funds will not be used for projects in or movement of temporary or portable classroom buildings.
9. Funds will not be used to supplement any other approved State allocation for the same project(s).
10. The school is fully responsible for all costs in excess of the approved maximum grant allocation.

NONPUBLIC SCHOOL SAFETY GRANT (NPSI)

FINAL GRANT ASSURANCES FORM - FY 22

Page 1 of 2

GRANT ASSURANCES FY 22 (continued)

FF: Funds will not be used for design, construction management, project management, and testing or inspection fees

FG: Funds will not be used for salaries or wages to employees for project work, for repair and routine maintenance projects, or for non-capital furnishings, equipment, supplies, and/or materials.

FH: If the project is in a facility leased by the school, the building owner agrees to repay the State the amount of the grant should the school cease occupancy of the building within the fifteen-year bond period. The school and the owner may come to a separate agreement regarding the source of the repayment funds. (School and Owner shall sign below.)

FI: The school shall consult with the Maryland Historical Trust and determine the project will have no adverse effects on historic properties or will identify measures to be taken to avoid and reduce such effects.

FI: The school shall comply with the State roofing policy on all roof projects.

FI: The school shall not contract with any individuals or firms suspended or debarred from work in Maryland.

Signature for School: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**FOR LEASED FACILITIES ONLY**

As owner of the property at (Address) \_\_\_\_\_

Leased to (Name of School) \_\_\_\_\_ I

hereby certify that I shall repay the State the amount of the grant should the school cease to occupy the property within the fifteen year bond period.

Signature: (Property Owner) \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTES:**

1. The State shall not be liable for any damages, including reasonable attorneys' fees, incurred by the State in connection with the enforcement of this agreement. The State shall not be liable for any damages, including reasonable attorneys' fees, incurred by the State in connection with the enforcement of this agreement. The State shall not be liable for any damages, including reasonable attorneys' fees, incurred by the State in connection with the enforcement of this agreement.