

## EANS Program Participant Assurances

As the state education agency (SEA) administering the Emergency Assistance to Non-Public Schools (EANS) program under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), Pub. L. No. 116-260 (December 27, 2020), the Kentucky Department of Education (KDE) requires the following assurances prior to providing services to non-public schools from KDE staff, staff from a designated staff procurement administrator, or third-party contractors.

Therefore, EANS program participant, \_\_\_\_\_, makes the following assurances:

1. The EANS program participant agrees to hold harmless and indemnify KDE, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services as required by the EANS program.
2. Background checks pursuant to [KRS 160.380](#) are not required for persons or entities providing services to non-public schools and have not been conducted by KDE or a designated staff procurement administrator. The EANS program participant ensures compliance with any applicable background checks in accordance with the existing non-public school's policies.
3. The EANS program participant agrees to immediately report any wrongdoing of persons or entities providing services through the EANS program to KDE or a designated staff procurement administrator. Any such wrongdoing may be reported to the KDE Ombudsman mailbox: [kpsso@education.ky.gov](mailto:kpsso@education.ky.gov).
4. The EANS program participant agrees to comply with reporting requirements set forth in [KRS 620.030](#).
5. The EANS program participant ensures that all services or assistance provided, including any materials, equipment, and any other items used to provide such services or assistance, will be limited to secular, neutral, and non-ideological purposes.
6. The EANS program participant agrees to comply with procurement requirements under [2 CFR 200.318 – 2 CFR 200.327](#) and for future reimbursement requests.
7. Upon the request of KDE, the EANS program participant agrees to provide to KDE or a designated staff procurement administrator, verified records necessary to establish the amount of time worked by KDE staff or third-party contractors that are providing services to the non-public school. KDE or a designated staff procurement administrator reserve the right to implement a standard timesheet reporting process and require EANS program participants to report time worked using the standard timesheet.
8. Per [2 CFR 200.334](#), the retention period for financial records related to this project is three years from the end of the grant award period. The EANS program participant agrees to maintain documentation for all programmatic and financial records concerning the EANS program for a period of three (3) years following completion of services. This documentation may be subject to audit, at any reasonable time and upon reasonable notice, by State or federal authorities.
9. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of any dispute arising between the EANS program participant and KDE. Any suit, action or other proceeding regarding the execution,

validity, interpretation, construction, or performance of the EANS program shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

10. The EANS program participant will not discriminate against any KDE staff, staff from a designated staff procurement administrator, or third-party contractor because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The EANS program participant further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The EANS program participant agrees to provide, upon request, needed reasonable accommodations. The EANS program participant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

\_\_\_\_\_  
Signature of Authorized Representative of Non-Public School

\_\_\_\_\_  
Date

Please return the signed assurance to Nicole Crosthwaite at [Nicole.crosthwaite@education.ky.gov](mailto:Nicole.crosthwaite@education.ky.gov) .