

## ASSURANCE AGREEMENT

(First Amendment, United States Constitution)

The Pacific Horizons School, Inc. located at Jason David Street, Ottoville has applied for direct federal financial assistance from the United States Department of Agriculture (“USDA”) for the purposes designated in Recipient’s application New Classroom Building. As a condition of Recipient’s receipt of USDA financial assistance, Recipient hereby assures USDA that Recipient will implement the Project in compliance with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution and will comply with 7 CFR Part 16, or successor implementing regulations. In accordance with the First Amendment and the regulations referred to above, Recipient agrees that in connection with the Project or any program or activity involving the Project:

1. Recipient will not discriminate against beneficiaries or prospective beneficiaries of the Project on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious or religious belief.
2. Recipient will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, in any facilities, or as part of any programs or services, supported with direct USDA assistance. If Recipient conducts such activities, Recipient will conduct such activities separately, in time or location, from the programs or services supported with direct assistance from USDA, and Recipient will make participation in such inherently religious activities voluntary for beneficiaries of the programs or services supported with USDA financial assistance.
3. Recipient agrees that any transfer of any property or improvements obtained in whole or in part from USDA financial assistance shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
4. Recipient agrees that it will:
  - (a) Keep such records and submit to USDA such timely, complete, and accurate information as USDA may determine to be necessary to ascertain Recipient’s compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of USDA or any agency thereof during normal business hours to review such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining Recipient’s compliance with this agreement and the regulations.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations,

and in such manner as USDA finds necessary to inform such persons of the protection assured them against discrimination.

5. The obligations of this agreement shall continue:

(a) As to any real property, including any structure, built, acquired or improved with the aid of the Federal financial assistance, so long as such real property or improvements have substantial value.

(b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

(c) As to any other aided activity, until the last advance of funds under the loan or grant has been made.

6. Recipient agrees that, upon any breach or violation this agreement USDA may, at its option:

(a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

(b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

(c) Require repayment in full of any grant or loan funds Recipient has received from USDA.

7. Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, on the dated stated below, (*name of recipient*) has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Pacific Hoizons School, Inc.

*Recipient*

Attest:

By: Genhall Manua Chen

Board Member

*Title*

Dated: 03-18-2021