

## 21<sup>st</sup> CCLC Subrecipient Assurances

*The Subrecipient Assurances Signature Page certifies the applicant's agreement to the assurances outlined below. These Assurances must be signed by the Agency Head or the Agency's Authorized Representative.*

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### 21st CCLC assurances under Title IV, Part B, as amended by ESSA

#### ***The Applicant assures:***

1. The program will take place in a safe and easily accessible facility. §4204(b)(2)(A)(i)
2. Subgrant funds will supplement and not supplant other Federal, State, local, and non-public funds to provide allowable programs and activities. §4203(a)(9) and §4204(b)(2)(G)
3. The applicant provided timely notice of intent to apply to the community and that the application and any waiver request will be available for public review after submission of the application. §4204(b)(2)(L)
4. The proposed program will be developed and carried out in collaboration with all participants and their respective schools, as well as in partnership with the eligible entities. §4204(b)(2)(D)(i)
5. Has established a process for consulting with private schools about grant opportunities and the availability of equitable services for eligible private school students. §8501
6. The proposed program will be in alignment with the challenging State academic standards and any local standards. §4204(b)(2)(D)(ii)
7. The program will target students who primarily attend schools eligible for schoolwide programs and their families. §4204(b)(2)(F)

☐ **The recipient hereby assures that they have read and will comply with the 21st CCLC Assurances under Title IV, Part B of the ESEA, as amended by ESSA as stated above.**

### NDDPI 21<sup>st</sup> CCLC General Grant Assurances

#### ***The Applicant assures:***

1. The organization has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. There are established safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
3. Funds allocated are reasonable for personnel, consulting contracts, supplies, professional development, travel, etc., according to the needs and goals set forth in the grant application, and account for all grant expenditures.
4. Disadvantaged students are prioritized.
5. The organization initiate and complete the work within the applicable time frame after receipt of approval of the award.
6. Parents will be consulted with and involved in planning for the education of children served by this program.

7. An advisory board will be established, participating in developing and implementing the afterschool program. The board will include diverse members such as parents, students, administrators, teachers, civic/service organization members, business community members, government representatives, and other relevant professionals. The council will maintain documented records of its work on afterschool programs.
8. Services are exclusively offered during non-school hours or periods when school is not in session, including before school, afterschool, evenings, weekends, or during school breaks.
9. 21st CCLC staff members, volunteers, and community partners working directly with students in 21st CCLC programs must adhere to the same level of mandatory reporting requirements of the partner school(s)/district(s) of the students and family members being served.
10. Background checks, including fingerprinting of all personnel (paid or volunteer) who will have direct contact/interaction with students involved in the program, will be conducted. Note: Certified teachers who hold a valid North Dakota Educators License and have completed the background check and fingerprinting as a requirement at licensure are exempt.
11. Students will be transported only in vehicles that meet applicable safety standards.
12. All academic services must be aligned with the curriculum in core subject areas of each school whose students are participating in the program.
13. Services and benefits provided must be secular, neutral, and non-ideological. No funds provided pursuant to this program shall be expended to support religious practices, such as religious instruction, worship, or prayer. Faith-based organizations (FBOs) may offer such practices, but not as part of the program receiving assistance and FBOs should comply with generally applicable cost accounting requirements to ensure that funds are not used to support these activities.
14. Federal and state mandated data as specified in the evaluation section of this application will be submitted. Additionally, 21st CCLC participation data must be entered into the selected North Dakota 21<sup>st</sup> CCLC data management system and updated by the 10th of every month.
15. The North Dakota Department of Public Instruction will be provided with such information as may be required to determine if the subgrantee is making satisfactory progress toward achieving the goals of the grant program within periods specified by the state office. By accepting grant funds, applicants agree to participate in the federal and state evaluation of the North Dakota 21st CCLC program, as well as provide individual student data by indicating 21st CCLC participants through the North Dakota State Information System.
16. Appropriate fiscal and program records that are made available for fiscal audits of funds under this program, conducted by the recipient agencies annually as a part of their regular audit and by NDDPI as part of their regular monitoring cycle, will be maintained. Auditors should be aware of the Federal audit requirements contained in the Single Audit Act of 1984.
17. Applicants approved for this grant shall request reimbursement using WebGrants no later than 120 days of expenditure.
18. If any findings of misuse of these funds are discovered, project funds will be returned to NDDPI.
19. Sole responsibility for the project will be maintained by the identified fiscal agent even though subcontractors may be used to perform certain services.
20. Compliance with all Federal statutes relating to nondiscrimination will be maintained. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
- d. the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. the requirements of any other nondiscrimination statute(s) which may apply to the application.

21. Compliance with Executive Order 12549 regarding debarment and suspension, which states that neither the applicant nor its principals, nor any proposed partner or contractor are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any federal or state department or agency, will be maintained.

- ☐ The recipient hereby assures that they have read and will comply with the NDDPI general requirements of North Dakota's 21st CCLC Grant Program, found above.
- ☐ The recipient hereby assures that they will comply with all Federal Regulations, [including EDGAR as applicable](#); and [2 CFR as applicable](#), found on the [U.S. Department of Education's webpage](#).
- ☐ The recipient hereby assures that they will comply with federal and state statutes as applicable.
- ☐ The recipient acknowledges that the State of North Dakota reserves the right to withhold, reduce, or discontinue funding awards upon discovery of any violations of grant rules, law, program assurances, non-compliance, corrective action plans, data, evaluation, monitoring requirements, technical assistance, and health, safety, or civil rights.
- ☐ **\*Joint Applications ONLY\*** The recipient has provided a copy of the 21<sup>st</sup> CCLC Subrecipient Assurances to all co-applicants.

Name of 21 <sup>st</sup> CCLC Authorized Agent:	
Original Signature:	Date:
Name of 21 <sup>st</sup> CCLC Director:	
Original Signature:	Date: