

## 21<sup>st</sup> Century Community Learning Centers (“CCLC”) Sub-Grantee Assurances

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Name of Entity

**Instructions:** The authorized signatory must initial the box adjacent to each assurance and must sign and date the document in **blue ink** to certify agreement to comply with each assurance. The fiscal agent must sign and date the document as well. These assurances will be in effect for FY11.

The sub-grantee hereby assures that it will comply with the following:

Number	Initial Each Box Below in Blue Ink	Assurances
1.		The sub-grantee assures that it has the necessary legal authority to apply for and receive the 21 <sup>st</sup> CCLC subgrant.
2.		The signatory for these assurances certifies that he has the authority to bind the sub-grantee.
3.		Sub-grantee certifies that it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
4.		The sub-grantee certifies that the community was given timely notice of its intent to submit an application and that the application and any waiver request(s) were available for public review and comment after submission.
5.		The 21 <sup>st</sup> CCLC program was developed, and will be carried out, in active collaboration with the schools the students attend.
6.		The sub-grantee engaged in timely and meaningful consultation with private school officials during the design and development of the 21 <sup>st</sup> CCLC program.
7.		The 21 <sup>st</sup> CCLC program will primarily target students who attend Title I schools or schools eligible for Title I schoolwide programs and their families.
8.		The sub-grantee certifies the instruction and content offered are secular, neutral, and non-ideological.
9.		The 21 <sup>st</sup> CCLC program will take place in a safe and easily accessible facility. It is the responsibility of the sub-grantee to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, and water.
10.		The 21 <sup>st</sup> CCLC program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.

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11.		The 21 <sup>st</sup> CCLC instructional program offered to students will be carried out as proposed in the application.
12.		Prior to any material change affecting the purpose, administration, organization, budget, or operation of the 21 <sup>st</sup> CCLC Program, the sub-grantee agrees to submit an appropriately amended application to GaDOE for approval.
13.		The sub-grantee agrees to notify the GaDOE, in writing, of any change in the contact information provided in its application.
14.		The activities and services described in the application shall be administered by or under the supervision and control of the sub-grantee. The sub-grantee shall not assign or subcontract, in whole or in part, its rights or obligations without prior written consent of GaDOE. Any attempted assignment without said consent shall be void and of no effect.
15.		The sub-grantee agrees that its program will be fully operational within <b>30 days</b> of the first day of school.
16.		The sub-grantee will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for federal and state funds paid to the program to perform its duties.
17.		Funds shall be used only for financial obligations incurred during the grant period.
18.		The sub-grantee will submit its annual budget within <b>30 days</b> of the grant award.
19.		21 <sup>st</sup> CCLC program funds will supplement, not supplant federal, state, and other local funds that the applicant would otherwise receive.
20.		An annual, external audit should be submitted to GaDOE within 6 months of the end of the sub-grantee's fiscal year.
21.		The sub-grantee will, if applicable, have the required financial and compliance audits conducted in accordance with the Single Audit Act Amendments of 1966 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
22.		The fiscal agent will adopt and use proper methods of administering each program, including: (A) the enforcement of any obligations imposed on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (B) the timely correction of deficiencies in program operations that are identified through audits, monitoring, evaluation and/or technical assistance.
23.		The sub-grantee will cooperate in carrying out any evaluation of each such program conducted by or for the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.

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24.		The sub-grantee will submit reports to GaDOE and to the U.S. Department of Education as may reasonably be required. The sub-grantee will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
25.		The sub-grantee will submit an annual summative evaluation report no later than June 30. If applicable, the sub-grantee will submit its summer session summative evaluation report no later than September 30.
26.		The sub-grantee agrees that GaDOE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit or examine any pertinent books, documents, papers, and records of the sub-grantee related to the sub-grantee's charges and performance under the 21 <sup>st</sup> CCLC subgrant.
27.		The sub-grantee understands that the control of 21 <sup>st</sup> CCLC grant funds and title to property acquired with 21 <sup>st</sup> CCLC grant funds will be in a public agency or in a nonprofit entity, institution, organization, or Indian tribe, if the law authorizing the 21 <sup>st</sup> CCLC program provides for assistance to those entities; and the public agency, nonprofit entity, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes.
28.		The property (e.g., computers, equipment, classroom desks, tables, and pilferable items) purchased with the 21 <sup>st</sup> CCLC grant funds must be managed in accordance with EDGAR section 74.34 through 74.37 (for non-profit organizations) and with EDGAR section 80.32 and 80.33 (for school districts).
29.		The sub-grantee will submit proof of its Fidelity and Liability Insurance Policy to the Georgia Department of Education within <b>60 days</b> of the grant award. (Does not apply to school districts)
30.		The sub-grantee is responsible for ensuring that all applicable liability insurance requirements are met.
31.		All required documentation (e.g. reimbursement requests, attendance data, etc.) will be entered and updated in a timely manner as stipulated by GaDOE.
32.		The sub-grantee certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the sub-grantee including: volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the sub-grantee agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.

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33.		The sub-grantee certifies that it will abide by GaDOE's Conflict of Interest and Disclosure Policy.
34.		The sub-grantee understands that 21 <sup>st</sup> CCLC grant funds will not be used for lobbying the executive or legislative branches of the Federal government in connection with contracts, grants, or loans and will report payments made with unappropriated funds for lobbying purposes.
35.		The sub-grantee will comply with the Family Education Rights and Privacy Act of 1974 (34 C.F.R. 99).
36.		Sub-grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
37.		In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the sub-grantee understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to the 21 <sup>st</sup> CCLC grant.
38.		The sub-grantee will establish and communicate to all students, parents, and staff its procedure whereby anyone suspecting fraud, waste, or abuse involving 21 <sup>st</sup> CCLC funds shall call or write the appropriate authorities.

My signature below certifies that I am the authorized signatory for the sub-grantee, and that I have read, understand, and agree to abide by all assurances. I also understand that failure to abide by all assurances may result in loss or reduction of grant funding.

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**Legal Name of Entity**

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**Name of Entity (doing business as)**

(Signatures to Follow)

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**Signature of Sub-grantee's Authorized Signatory**

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**Date**

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**Printed Name of Sub-grantee's Authorized Signatory**

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**Title**

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**Signature of Sub-grantee's Fiscal Agent**

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**Date**

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**Printed Name of Sub-grantee's Fiscal Agent**

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**Title**