

**21ST CENTURY COMMUNITY LEARNING CENTERS GRANT PROGRAM
 STATEMENT OF ASSURANCES SIGNATURE PAGE**

The applicant(s) for the Nebraska 21st Century Community Learning Centers grant hereby assure(s) the Nebraska Department of Education that:

- The applicant(s) is/are an 'eligible entity' for the 21st Century Community Learning Center (21st CCLC) award as such term is defined by federal law (20 U.S.C. 7173(b)) that proposes(s) to serve (A) students who primarily attend—(1) schools eligible for schoolwide programs under section 1114 [20 USCS § 6314]; or (2) schools that serve a high percentage of students from low-income families; and (B) the families of students described in subparagraph (A).
- Equal opportunities will be provided to persons without discrimination because of race, national origin, creed, age, marital status, sex or disability.
- The findings of evaluations of programs operated by this applicant during previous years were considered when planning the programs proposed in this application.
- The activities proposed in this application take into consideration other educational agency and/or community programs in order to assure a coordinated approach and to avoid duplication of effort.
- 21st Century Community Learning Centers (21st CCLC) Grants will not be used to supplant federal, state or local funds. 21st CCLC grants will not be used to fund ongoing projects or activities.
- The applicant will meet the Principles of Effectiveness described in Title IV, Section 4115 of the ESEA Act as amended by NCLB Act of 2001.
- Statistical, financial, and descriptive reports required by the Nebraska Department of Education will be submitted in accordance with applicable law and regulation. Applicants will provide student data in aggregate form for the purpose of substantiating the project's impact on student learning.
- Income and expenditure records will be audited in accordance with the appropriate auditing standards for that entity (i.e., governmental, non-profit educational organizations) and any additional auditing criteria specified in the grant award. The State of Nebraska will have access to the financial records for this project for a period of five complete fiscal years after the conclusion of the project period.
- A copy of all materials developed using grant funds will be provided to the Nebraska Department of Education. The rights to the copyright of all materials produced under the grant are retained by the State of Nebraska unless otherwise specified in the grant. The department reserves the right to reproduce and distribute any materials produced in whole or in part with grant funds, in addition to any such rights maintained by the federal government.
- The applicant has the legal authority to conduct all activities proposed to be funded under the grant.
- Applicants will adhere to restricted costs and all policies set forth in the Grant Application and Technical Assistance unless waived by NDE.
- The program will be administered in accordance with all applicable statutes, regulations, program plans and applications.
- Funds under the program will be used to increase the level of state, local and other non-federal funds that would, in the absence of these federal funds, be made available for authorized programs and activities, and will not supplant federal, state, local, or non-federal funds.
- Unless otherwise provided by applicable law or regulation, any personal property or equipment purchased with 21st CCLC grant funds shall be considered the property of the lead agency. Any other proposed ownership of property or equipment purchased with 21st CCLC grant monies must be stipulated in the grant proposal and is subject to approval by NDE. All maintenance or replacement of any property or equipment purchased with 21st CCLC grant funds will be the responsibility of the grantee(s).
- The program will primarily target students who attend schools eligible for Title I schoolwide programs and their families.
- The community was given notice of an intent to submit an application. After the submission, the applicant will provide for public availability and review of the application and any waiver request(s).
- The transportation needs of participating students is addressed in the application.
- The proposed program was developed, and will be carried out, in active collaboration with the schools the students attend (including through the sharing of relevant data among the schools), all participants of the eligible entity, and any partnership entities, in compliance with applicable laws relating to privacy and confidentiality and in alignment with challenging State academic standards.
- The application includes a plan describing how community learning center(s) to be funded through the grant will continue after funding ends (sustainability plan).
- Program liability insurance will be provided by the applicant(s).
- If site space is leased from or provided by a sectarian organization, the classes and students shall be physically separated from any religious classes/activities and instruction, and there shall be no religious artifacts, symbols, iconography, or materials on display in the site's entrance, classrooms, or hallways.
- The applicant will: 1) enforce any obligations imposed on agencies, institutions, organizations, and other partners responsible for carrying out the program as specified in the application; 2) correct deficiencies in program operations that are identified through audits, monitoring, or evaluation; and 3) adopt written procedures for the receipt and resolution of complaints in the administration of the program.
- The school district(s) will provide access to pertinent student data to applicant or partnering agencies to be in compliance with state and federal reporting requirements.
- The school district(s) will be part of the collaboration process to address the special needs of students and their families.
- The school district(s) and collaborating partners will share data, including student free and reduced lunch status, required by the evaluation component.
- Equitable services will be offered to non-public school students and their families, if those students are part of the qualifying target population.
- The program will have access to needed space and resources.
- The program will take place in a safe and easily accessible facility.
- The program staff will meet the school district requirements for safety and wellness, including background checks.
- Based on the services proposed, services will be provided a minimum of 1 hour/day at least 4 days/week for before-school services, 3 hours/day at least 4 days/week for after-school services, and at least 4 hours/day on non-school days, including summer break, unless a waiver is requested and approved by NDE.
- Based on the services proposed, appropriate snacks/meals will be served.
- Public school officials consulted with representatives from non-public schools within their attendance area regarding the design and implementation of the program.
- Total funding is contingent upon availability of grant funds from the U.S. Department of Education.

Signature of Lead Agency Representative

7. To the best of my knowledge and belief, all information in this application is true and correct. The document has been approved by the board(s) or governing body(ies) of the applicant(s) and the applicant(s) will comply with the assurances listed above if the assistance is awarded. The individual who is authorized by the governing body of the applicant to sign on behalf of the organization should sign below. All co-applicant representatives, must sign the *2^{1st} Century Community Learning Centers Grant Program Consortia Partners Signature Page* (NDE 34-035).

a. Typed Name of Lead Agency Representative	b. Title	c. Telephone Number
d. Signature of Lead Agency Representative	e. Representing	f. Date Signed

Instructions on the following page