



21st 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. **Each page must be initialed in the bottom right corner.**

PLEASE READ COMPLETELY BEFORE SIGNING.

21st CCLC Program Assurances

Description: Program specific assurances.

The agency understands that the Request for Proposals (RFP)/Request for Applications (RFA) describes the program requirements and expectations for the implementation of the 21st CCLC Program.

Program Operations

21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier.

Academic Focus

All 21st CCLC programs are required to operate in a manner that will maximize the program's impact on the academic performance of the participating students. Programs will **provide a breadth of activities and services that offer opportunities** for students to learn new skills, develop creative ways to approach challenges and achieve academic success.

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. Lesson and/or unit plans for academic enrichment activities will be required as part of the deliverables. **Each student in the program must be afforded of the full breadth of programming each week as described in the RFP/RFA.**

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.

Evidence-based Research

The agency will implement activities based on evidence-based research – The authorizing statute provides principles of effectiveness to guide applicants in successfully identifying and implementing programs and activities that can directly enhance student learning, one of which includes activities based on evidence-based research. The programs or activities must be based in research that shows that the students will meet challenging State academic standards.

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Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other nonfederal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Programs must also coordinate Federal, State, and local programs to make the most effective use of resources (ESSA Section 4204(b)(2)(C)). Programs are prohibited from using 21st CCLC funds to pay for existing levels of service; rather, grant funds must supplement, not supplant, existing services (21st CCLC NonRegulatory Guidance, Section G-7). Funds may be used to expand or enhance current activities, or to establish programs in non-participating schools within a local education agency (LEA) that has a 21st CCLC grant.

Facilities

Program facility(ies) will be as available and accessible to participants as the students' local school. The facility(ies) have sufficient resources to provide all proposed and required activities, such as a computer lab, library, eating facility, safe recreational area and study area. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP/RFA and in Florida's child care law ([§402.301-319 or regulations for School-Age Child Care [6A-6.0910, Florida Administrative Code]).

Supplemental Meals

The program will provide nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. Depending on when the 21st CCLC program operates, a supplemental snack and/or meal must be offered to each student, each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students shall **not** be charged for costs associated with supplemental snacks/meals. Documentation of meeting supplemental snack/meal requirements will be required as part of the deliverables.

Students with Special Needs

In accordance with state and federal laws, children with special needs must be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. Description of services to students with special needs will be required as part of the deliverables.

- Title X, Part C: Homeless Education Program: <http://www.fldoe.org/schools/familycommunity/activities-programs/homeless-edu-program.stml>
- Council for Exceptional Children: <http://www.cec.sped.org/>
Bureau of Exceptional Education and Student Services: <http://www.fldoe.org/academics/exceptional-student-edu/>

For Federal Programs - General Education Provisions Act (GEPA)

A concise description of the process to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs was submitted with the proposal/application. For details refer to Section 427 of GEPA, Public Law 103-382, at www2.ed.gov/fund/grant/apply/appforms/gepa427.doc.

Professional Development

The program has a professional development plan that is responsive to the needs of its staff, and identifies the professional development activities for staff delivering program activities. Conferences and trainings will be linked to the 21st CCLC funding purpose as outlined in the application. 21st CCLC orientation/professional development and evidence of staff training will be required as part of the deliverables.

Collaboration with Schools

The agency will operate the 21st CCLC program in active collaboration with the school attended by the participating students. Adequate communication between the 21st CCLC program staff and the students' regular school day teachers, school administrators and family members is critical to ensure student needs are addressed in the 21st CCLC program. The agency has a written communication plan to identify how these groups will share information about the needs and performance of 21st CCLC students. Communication plans include how the regular school lessons will be identified and reinforced during the 21st CCLC program.

The program was developed and will be implemented in active collaboration with the schools attended by participating students (ESSA, Section 4204(b)(2)(D)) as outlined in the RFP/RFA.

21st CCLC Advisory Board

The agency will establish a local 21st CCLC Advisory Board comprised of students, teachers, parents and members of community agencies and businesses. The agency will collect and maintain documentation of board meetings, such as minutes and attendance lists. The Advisory Board will consider such topics as program needs and concerns, operations and sustainability. The Advisory Board will include **at least two parents and two students (if the program is serving middle or high school students)**.

Documentation supporting 21st CCLC advisory board meetings will be required as part of the deliverables.

Community Awareness

The agency gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (ESSA, section 4204(b)(2)(L)).

Property Under the 21st CCLC

Property acquired (e.g., computers, classroom desks, tables) under the 21st CCLC program will remain within the appropriate facility for continued use in the 21st CCLC program after the funding period has expired. If the 21st CCLC program at the facility(ies) is not maintained after federal funding expires, all equipment will be used and/or distributed in accordance with EDGAR, 34 CFR, Subpart C, Sections 74.30-74.37 and 80.31-80.33.

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Record Retention

Programs must retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program, typically the submission of the final Project Disbursement Report or until such time as all pending reviews or audits have been completed and resolved.

Monitoring and Evaluation Activities

The subrecipient agrees to fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the FDOE and/or authorized representatives. The subrecipient agrees to participate in all statewide evaluation activities (e.g., cooperate with site visits, responding to data requests, submitting accurate data).

The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the USED.

The program understands that the formative and summative evaluation report are **required** of all 21st CCLC programs, that the reports will be compared to all data submitted to the FDOE and USED, that this report may be used to determine continuation of funding and that adequate progress has been defined as achieving 85% of approved objectives.

Student Safety

Ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other emergency procedures, etc. will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.

Suspension of the Grant

The FDOE may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement.

Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

Federal grant subrecipients, and their grant personnel are prohibited from text messaging while driving a government-owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving.

Subrecipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

Statement of Assurance for Evaluation Data

Description: While the 21st CCLC grant may include up to five (5) years of funding, the years following the initial year are dependent upon the evaluation of data supporting successful program implementation aligned with the components of the Request for Proposal (RFP) and Request for Application (RFA) submitted.

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- By accepting grant funds, subrecipients agree to participate in both the federal and state evaluation of the Florida 21st CCLC program.
- Subrecipient must submit the Objective and Performance Indicator data to the Florida Department of Education (FDOE); and submit all federally required 21st CCLC program data to the United States Department of Education, as required and outlined in the RFP/RFA.
- Agency understands that if evaluation data does not support program progress as required, the FDOE may reduce and/or terminate future funding.

Project Deliverable Assurance

Description: All subrecipients must collect, submit online and keep copies on file, all required deliverables for each performance period. All required deliverables will be submitted on the 21st CCLC web-based system by their respective due date as outlined in the RFP/RFA.

Required Deliverables

All agencies are **required** to submit all deliverables and evidence of activities as required by the RFA by the 5th of each month.

Financial Consequences

The Florida Department of Education, 21st CCLC Program Office, shall periodically review the progress made on the activities and deliverables listed. If the applicant fails to meet and comply with the activities/deliverables (example: daily attendance numbers, amount of days and time of operation, required reporting, required submission of deliverable, proposed activities and/or proposed goals/objectives) established in the approved application or to make appropriate progress on the activities and/or towards the deliverables, and they are not resolved within two weeks of notification, the 21st CCLC Program Office will (1) approve a reduced payment, (2) request the applicant redo the work and/or (3) terminate the project.

By accepting grant funds, the agency agrees to submit the required project deliverables for Florida 21st CCLC program as outlined in the 2021-22 RFP/RFA. The agency understands that if the deliverables do not support program progress as required, the FDOE will reduce and/or terminate future funding.

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**Subrecipient Assurances
Signature Page**

All information requested below must be provided.

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency shall comply with the program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the Request for Proposal (RFP)/Request for Application (RFA).

Agency Name _____

**Agency Head or Authorized
Agency Representative** _____
Signature

Printed name

Title _____

Date _____

Phone No. _____

Email _____

**Please note that only original signatures will be accepted. Stamped or electronic signatures are not allowable. Blue ink is preferred.*