

The parties referred to in this document include, but are not limited to, the U.S. Department of Education (USED), the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration (SAMHSA), the U.S. Department of Justice, and the U.S. Department of Labor, all herein referred to as the “DEPARTMENT”, the Nevada Department of Education, herein referred to as “NDE”, and the local agency, herein referred to as the “SUBRECIPIENT”. NDE may make funds available to the SUBRECIPIENT in accordance with requirements and regulations applicable to such programs.

The General Statement of Federal Assurances is divided into several sections; the table of contents below provides a quick reference. These Assurances provide information regarding the obligations, requirements, and agreements associated with a grant subaward, and serve as a contractual agreement between NDE and the SUBRECIPIENT regarding the award, distribution, and management of grant funds. Violation of the Assurances are grounds to issue corrective action or terminate the subaward agreement. A subaward is defined as an award of financial assistance provided by a pass-through entity (in this case NDE) to a subrecipient entity for the subrecipient to carry out the terms of the originating grant award and as agreed upon via state or Federal assurances. Under that subaward, a SUBRECIPIENT will have one or more programs, projects, or activities that align with the goals and intent of the grant.

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GENERAL FEDERAL ADMINISTRATIVE STATUTES

The SUBRECIPIENT is governed by the following:

Notifications and Disclosures

1. The SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under **41 U.S.C. 4712** pursuant to **2 CFR 200.217**. An employee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
2. The SUBRECIPIENT must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in **Title 18 of U.S.C or a civil violation of the False Claims Act, 31 U.S.C. §§ 3729 - 3733**. The disclosure must be made in writing to the Federal agency, the Federal agency’s Office of Inspector General, and NDE. The SUBRECIPIENT must also report matters related to recipient integrity and performance in accordance with **Appendix XII of 2 CFR 200**.
3. The SUBRECIPIENT must inform the proper authorities and NDE immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to NDE under this award, the SUBRECIPIENT must include the requirements of these general federal assurances in any subaward made to a private entity.

Use of Funding

4. No Federal funding may be used for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program. If real property or structures are provided or improved with the aid of Federal financial assistance, the SUBRECIPIENT will comply with applicable statutes, regulations, and project applications in the use, encumbrance, transfer, or sale of such property or structure. If personal property is so provided, the SUBRECIPIENT will comply with the applicable statutes, regulations and the project application in the use, encumbrance, transfer, disposal and sale of such property (**2 CFR 200.317**). The SUBRECIPIENT will comply with the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended.
5. In the case of any project involving construction, the SUBRECIPIENT agrees that the project will be consistent with state plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design to comply with standards prescribed under **Section 504 of the Rehabilitation Act of 1973**, in order to ensure that facilities constructed with Federal and State funds are accessible to and usable by individuals with disabilities. For the construction of facilities with Federal funds, the SUBRECIPIENT will comply with the provisions of the **Davis-Bacon Act and Related Acts and Reorganization Plan No. 14 of 1950** (as amended).
6. The SUBRECIPIENT may not use its Federal or State funding to pay for any of the following:
 - a. Religious worship, instruction, or proselytization;
 - b. An activity of a school or department of divinity. A school or department of divinity is defined in **34 CFR 76.532(b)**.
 - c. Telecommunications or video surveillance equipment or services provided by covered telecommunications equipment or services as defined in **2 CFR 200.216** (Huawei Ban).
7. No SUBRECIPIENT or organization (to include contractors and pass-through recipients of the SUBRECIPIENT) may be a recipient of State or Federal funds designated for the grant funded project or participate in the project in any capacity if the organization has been debarred, suspended, or otherwise found to be ineligible for participation in Federal assistance programs under **Executive Order 12549, "Debarment and Suspension"** (see **45 CFR 92.35**).
8. The SUBRECIPIENT shall ensure that the funds from Federal subawards shall not be used to support inherently religious activities, such as religious instruction, worship, or proselytization, and will take steps to separate, in time or location, their inherently religious activities from the services funded under these programs, as applicable. (See **45 CFR Part 87**)
9. The SUBRECIPIENT understands that Federal grant funds provided under these awards may not be used to support lobbying activities to influence proposed or pending Federal or state legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress or any other level of government through the use of other resources. (See **45 CFR Part 93**.)

Agreements and Assurance of Compliance

10. The SUBRECIPIENT agrees that no person shall, on the grounds of age, gender, socioeconomic status, religion, race, ethnicity, sexual orientation, ability, native language, national origin, or citizenship status be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives Federal financial assistance.

11. The SUBRECIPIENT will comply with all requirements and regulations of the **Every Student Succeeds Act (ESSA)** applicable to the programs and services they propose to provide under their subaward, whether or not the program statute specifically identifies these requirements as a description or assurance that NDE would address in a program-specific plan or application.
12. The SUBRECIPIENT will comply with all relevant laws relating to privacy and protection of individual rights including 34 CFR Part 99 (**Family Educational Rights and Privacy Act of 1974**, or FERPA).
13. The SUBRECIPIENT will comply with the **Drug-Free Schools and Communities Act Amendments of 1989** (as amended).
14. The SUBRECIPIENT has no policy that prevents or otherwise denies participation in constitutionally protected prayer in elementary and secondary public schools as set forth in the **USED Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools dated May 15, 2023**.
15. The SUBRECEIPIENT, will comply with the decision in *United States v. Windsor*, 570 U.S.744 (2013); namely that in any grant-related activity in which family, marital, or household considerations are by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
16. The SUBRECIPIENT will comply with any applicable Federal, state, and local health or safety requirements that apply to the facilities used for activities, including administration, of the award.
17. The SUBRECIPIENT will comply with Public Law 103-227, Title X, Part C, the **Pro-Children Act of 1994** (as amended), in which smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans, loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children's services. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
18. The SUBRECIPIENT must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions pursuant to provisions of **41 USC 701 et. seq.**, the **Drug-Free Workplace Act of 1988**. The grantee must notify Administration for Children and Families (ACF) if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See **2 CFR Part 382**)
19. The SUBRECIPIENT will comply with the requirements of the **Boy Scouts of America Equal Access Act** (Boy Scouts Act), **20 USC 7905**, **34 CFR Part 108**, and with other Federal civil rights statuses enforced by the U.S. Department of Health and Human Services, Office for Civil Rights.
20. In accordance with **2 CFR 175**, the subaward may unilaterally be terminated, without penalty, if a SUBRECIPIENT or an employee of the SUBRECIPIENT violates any of the applicable prohibitions of the subaward through conduct that is either associated with performance under this award or attributed to the

SUBRECIPIENT using the standard and due process for imputing the conduct of an individual to an organization as provided in **34 CFR 85.630**. The SUBRECIPIENT and SUBRECIPIENT's employees may not:

- a. engage in forms of trafficking in persons during the period of time that the award is in effect;
- b. procure a commercial sex act during the period the award is in effect, or
- c. use forced labor in the performance of the award or subaward under the award.

21. The SUBRECIPIENT is aware that personnel and contractors funded from Federal grants awarded to the SUBRECIPIENT are prohibited from text messaging while driving a SUBRECIPIENT-owned vehicle, while driving their own privately-owned vehicle during official SUBRECIPIENT business, or from using SUBRECIPIENT-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 (pursuant to provisions attached to Federal grants funded by USED).

22. The SUBRECIPIENT shall ensure that the following provisions are applied:

- a. The Buy American Act (**41 U.S.C. 83**) and the Build America Buy America Act shall be applied (**PL 117-58**)
- b. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all states receiving Federal funds, including but not limited to state and local governments and recipients of Federal research grants, shall clearly state (**PL 103-333**):
 - the percentage of the total costs of the program or project which will be financed with Federal money,
 - the dollar amount of Federal funds for the project or program, and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- c. Preference is given to recycled produces if the method of solicitation is invitation to bid (**NRS 332.066**)

23. The SUBRECIPIENT, by submission of a subaward proposal, certifies compliance with requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and a Drug-Free Workplace, as prescribed in **34 CFR Part 82 and Part 85, and 7 CFR Part 3017, and the required regulations implementing Executive Order 12549.**

GENERAL STATEMENT OF FEDERAL ASSURANCES, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

The State Agency shall hold the SUBRECIPIENT to the provisions within the applicable Nevada Revised Statute (NRS), Nevada Administrative Code (NAC) and State Administrative Manual that govern the funds passed through NDE to the SUBRECIPIENT. Additionally, the State Agency shall hold all SUBRECIPIENTS to the provisions within the applicable Code of Federal Regulations (CFR) that govern the funds passed through the State Agency from the DEPARTMENTS to the SUBRECIPIENT. The CFRs include but are not limited to: **Title 2 Grants and Agreements (2 CFR 200)**, **Title 34 Education (34 CFR)**, **Title 45 Public Welfare (45 CFR)**, and **Title 42 Public Health (42 CFR)**.

The SUBRECIPIENT assures, if awarded a subaward or contract:

General Requirements

1. The SUBRECIPIENT has the necessary legal authority to apply for and receive the proposed subaward and enter into a contractual agreement.
2. The SUBRECIPIENT will accept funds in accordance with applicable Federal and State statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies, and amendments thereto. The SUBRECIPIENT will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.
3. The SUBRECIPIENT is aware all Federal and State funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress and the Nevada State Legislature. These funds are subject to reduction or elimination by the United States Congress or Nevada State Legislature at any time, even following award and disbursement of funds. Except as otherwise provided by law, the SUBRECIPIENT shall hold NDE harmless for any reduction or elimination of Federal or State funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the SUBRECIPIENT shall immediately cease further expenditures under any Federal or State project.
4. The SUBRECIPIENT, by submission of a subaward proposal, agrees that the DEPARTMENT or NDE have the authority to take administrative sanctions, including, but not limited to, suspension of cash payments for the project, suspension of program operations and/or termination of project operations, as necessary to ensure compliance with applicable laws, regulations, and assurances for any project. The SUBRECIPIENT acknowledges this authority under **34 CFR 74.62**.
5. The SUBRECIPIENT agrees they may be subject to recapture, reallocation, suspension, or termination of grant funds for failure to meet any of the following:
 - a. Expenditure timelines;
 - b. Monthly, quarterly, and/or annual reports, to include submission of data and documentation for the purposes of programmatic or financial monitoring of the subaward;
 - c. Grant performance outcomes; and
 - d. Good faith effort in remediating identified corrective action.
6. The SUBRECIPIENT assures it will adhere to all requirements under the approved grant and the provisions contained within **2 CFR 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as dictated by the DEPARTMENT.
7. No provision of any law shall be construed to authorize the consolidation of any applicable program, such as the comingling of funds derived from one appropriation with those derived from another appropriation, except as specifically authorized by NRS and Federal regulations.

8. Funds must be used to supplement and not supplant State and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in absence of such funds, be made by the SUBRECIPIENT for educational purposes.
9. The SUBRECIPIENT may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program.
10. Any interest earnings by the SUBRECIPIENT on Federal funds will require repayment in accordance with **2 CFR 200**, as applicable.
11. The SUBRECIPIENT assures it will adhere to the lobbying provisions established by **2 CFR 200.450** and any additional Federal statutes and regulations governing the use of Federal funds on lobbying.
12. The SUBRECIPIENT shall, to the extent possible, coordinate its activities with other agencies or projects in the same geographic area that provide similar activities and serve the same target groups, particularly to address factors that significantly affect the achievement of students.

Grant Administration

13. The SUBRECIPIENT assures it has a current and valid Unique Entity Identifier (UEI) before applying for funds and that it will maintain the correct UEI number on file with NDE (**2 CFR 25.300**). The SUBRECIPIENT must also register with the Federal System for Award Management (SAM) website to receive Federal funds and maintain an active registration (**2 CFR 25.200**). The web address for SAM registration is SAM.gov; registration for a UEI is also facilitated through SAM.gov.
14. The SUBRECIPIENT will adopt and use the proper methods of administering the subaward, including, but not limited to:
 - a. The enforcement of any obligations imposed by law;
 - b. The correction of deficiencies in program or financial operations that are identified through program and financial audits, monitoring or evaluation; and
 - c. The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.
15. The SUBRECIPIENT will have effective financial management systems which includes, but is not limited to, the ability to report financial data, verify compliance with program regulations, and maintain effective internal controls over the operations of the approved grant.
16. The SUBRECIPIENT shall maintain responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must be managed by employees or officials of the SUBRECIPIENT organization, and may not be delegated to contractors, firms, or other non-employees of the SUBRECIPIENT:
 - a. Being informed and accountable for all program income and expenditures, to include updated provisions in **2 CFR 200.307**;
 - b. Performance of timely written evaluations of the program and monitoring of established goals and objectives as written in the program's grant award;
 - c. Financial and programmatic reports required by NDE, including but not limited to monthly requests for reimbursement (RFRs), quarterly progress reports, monitoring reports, and final program reports; and
 - d. Administration of the program in accordance with each SUBRECIPIENT'S administrative practice.

17. The SUBRECIPIENT shall maintain effective control and accountability for all funds, property, and other assets. This requires documented internal controls and policies and procedures including, but not limited to:
- a. Fringe benefits;
 - b. Time and Effort, to include periodic after-the-fact reviews and assurances that all charges are accurate, allowable, and properly allocated;
 - c. The use and charging of direct and/or indirect costs;
 - d. Procurement procedures including acquisition of property or services;
 - e. Standards of conduct regarding conflicts of interest;
 - f. Control of assets, equipment, and supplies;
 - g. A documented internal control system aligned with the guidance in “Standards for Internal Control in the Federal Government” or “Green Book”;
 - h. Procedures for allowability and cost principles;
 - i. Financial management systems and capabilities, to include fiscal control and fund accounting procedures that will ensure proper disbursement of and separate accounting for Federal funds paid to that agency under each program;
 - j. Use of the NDE Chart of Accounts
 - k. Whistleblower protections;
 - l. Segregation of duties such that accounting functions are separated to the fullest extent possible and no one person authorizes, executes, and approves the same transaction; and
 - m. All other elements applicable and identified in **2 CFR 200, 34 CFR 75-76, 20 U.S.C Chapter 31**, or generally accepted accounting principles (GAAP), to include demonstration of quality management systems and standards and assurances that each program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
18. The SUBRECIPIENT will maintain records and provide access to those records to NDE, the DEPARTMENTS, the Nevada State Department of Administration, the State Audit Division of the Legislative Counsel Bureau, the Comptroller General, or any of their authorized representatives in the conduct of audits authorized by Federal law or state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information. The SUBRECIPIENT shall maintain records for 5 years following completion of the activities for which the SUBRECIPIENT used the Federal or state funding and which show:
- a. The amount of funds awarded under the subaward;
 - b. How the SUBRECIPIENT used the funds;
 - c. The total cost of the project; and
 - d. The share of that total cost provided from other sources.
19. The SUBRECIPIENT will maintain records, including the records required under **Section 1232f of the General Education Provisions Act (GEPA), 20 U.S.C. Section 1221**, and provide access to those records as NDE or the DEPARTMENT and the Comptroller General or any of their authorized representatives in the conduct of audits authorized by Federal law or state statute. The SUBRECIPIENT must take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information, sensitive materials and other types of information.
20. The SUBRECIPIENT will be expected to perform the required financial and compliance audits in accordance with **2 CFR 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. In the event of a sustained audit exception and upon demand of NDE the SUBRECIPIENT shall immediately reimburse NDE for that portion of the audit exception attributable under the audit. The SUBRECIPIENT agrees to hold NDE harmless for any audit exception arising from the SUBRECIPIENT’s failure to comply with applicable regulations.

21. If the SUBRECIPIENT receives more than \$1,000,000 in Federal awards across all funding streams during the SUBRECIPIENT's fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted for that year in accordance with **2 CFR 200.501**.

Grant Management

22. All instructions, requirements, rules, and regulations applicable to grants administered through the SUBRECIPIENT are further applicable to any contracts or pass through mechanisms the SUBRECIPIENT uses for expenditure of said funds. It is the responsibility of the SUBRECIPIENT to ensure compliance through monitoring, reporting, site visits, fiscal reviews, or other means as applicable for the entities they enter into agreements with. Noncompliance is subject to disciplinary measures.
23. The SUBRECIPIENT assures it will adhere to the Certifications and Representation (**2 CFR 200.209**) regulations that prohibit the award of funds to individuals and parties that are ineligible or excluded from participating in Federal assistance programs or activities.
24. If the SUBRECIPIENT does not have an indirect cost rate, they may elect to utilize a de minimis rate of up to 15% of modified total direct costs pursuant to the requirements in **2 CFR 200.414**. When applying the de minimis rate, costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both. Modified total direct costs means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward. It does not apply to equipment, capital expenditures, patient care, rental costs, tuition remission, scholarships and fellowships, or participant support costs. For programs under **34 CFR 76.563**, if the SUBRECIPIENT is not a state or local government agency they must use a negotiated restricted indirect cost rate or elect to use an indirect cost rate of 8% of the modified total direct costs pursuant to **34 CFR 76.564**. This requirement supersedes **2 CFR 200.414** as applicable.
25. The SUBRECIPIENT will maintain Time and Effort documentation for all employees whose salaries are:
- a.) Paid in whole or in part with Federal funds (**2 CFR 200.430(i)(1)**) or
 - b.) Used to meet a match/cost share requirement (**2 CFR 200.430(i)(4)**).
26. When purchasing equipment and supplies, the SUBRECIPIENT will comply with local, state, and Federal procurement and inventory policies. In addition, equipment and supplies purchased for use in a Federal or state program must comply with the provisions of **2 CFR 200**, as applicable, and individual program regulations.
27. The SUBRECIPIENT will acquire, use, maintain, and dispose of equipment and supplies purchased for the approved project in accordance with **2 CFR 200.313-314** and **2 CFR 200.317-327**, to include demonstrating the control of assets via documented policies and procedures for the acquisition, inventory, label, assignment, maintenance, and storage of equipment and supplies, as well as property records as defined in **2 CFR 200.313(d)(1)**.

Equipment is defined in **2 CFR 200.1** as tangible personal property (including IT systems) with a useful life of more than one year and a per-unit acquisition of \$10,000, or a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the SUBRECIPIENT for financial statement purposes. Equipment with a current fair market value of \$10,000 or less per unit may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or NDE.

Please note that while the threshold for equipment requiring disposition procedures pursuant to **2 CFR 200.313-314** is \$10,000, the **Nevada State Administrative Manual 0326** maintains that the threshold for equipment capitalization is \$5,000. Furthermore, **2 CFR 200.302(b)(4)** requires that SUBRECIPIENTS

demonstrate control and accountability for all funds, property, and assets, to include the safeguarding of all assets so that they are used solely for authorized purposes. To demonstrate control, inventory must be maintained for all assets, to include those below the equipment threshold that are considered “small and attractive”, defined as property, equipment, or supplies that are easily portable or desirable enough that it could be stolen readily, to include laptops, cameras, smartphones, tools, etc.

Unused supplies as defined in **2 CFR 200.314** exceeding \$10,000 in total value at the end of the period of performance and not needed for any other Federal award, must retain or sell the unused supplies; much like equipment, the Federal agency or NDE may be entitled to compensation from the proceeds of the sale.

STATE AGENCY REGULATIONS

NDE administers the funds and programs, and shall hold the SUBRECIPIENT to the following provisions:

General Requirements

1. The SUBRECIPIENT assumes full responsibility for the overall program, which includes, but is not limited to financial administration, timely submission of required data and reports, program management including personnel, and meeting the goals and objectives in the approved subaward.
2. SUBRECIPIENTS must notify NDE immediately regarding any legal action or negative publicity related to subaward-funded events, activities, services, purchases, or outreach.
3. NDE reserves the right for first publication of any press or media coverage related to the awarding of the funds identified in these assurances. The SUBRECIPIENT shall include language and imagery, provided by NDE, in any media regarding this award unless NDE requests said information be omitted. The SUBRECIPIENT shall proactively communicate to NDE regarding any communications activities related to this award.
4. Personnel employed by the SUBRECIPIENT in positions with applicable licensure requirements, such as educators and/or specialized instructional support personnel, must be both licensed and in good standing pursuant to Nevada law.
5. All interactions will be conducted with honesty, courtesy, and respect. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant upon careful review by NDE of the circumstances.

Grant Management

6. Any activities that deviate from the scope of work and/or goals and objectives identified in the subaward agreement must receive prior written approval from NDE and may require an amendment to the subaward agreement. These changes may be accepted up to 60 calendar days prior to the end date of the subaward period of performance.
7. All requests for revisions to the budget or program plan must be made in writing and approved prior to expenditure of funds. Any changes constituting a change to the language of the subaward agreement, scope of work, key personnel identified by name or position in the award, the inclusion of costs requiring prior approval pursuant with 2 CFR 200 Subpart E, the transfer of funds budgeted for participant support costs to other budget categories, subaward activities not proposed in the application, changes in the total approved cost sharing amount, no-cost extensions, additional funding, and transferring funds between construction and non-construction work must be submitted to NDE for review and approval pursuant to **2 CFR 200.308**; NDE must notify the SUBRECIPIENT whether the requested revisions have been approved within 30 days of receipt of the request, or inform in writing when a decision can be expected if the review period will be more than 30 days. Revisions may be accepted up to 60 calendar days prior to the end date of the grant period of performance and should not occur more than four times per year.
8. The SUBRECIPIENT may not contract or further award funds outside of their organization without first notifying and receiving approval from NDE. If approved by NDE, the SUBRECIPIENT is responsible for monitoring their subgrantees pursuant to **2 CFR 200.332**.
9. The SUBRECIPIENT'S indirect costs rate must be approved pursuant to all state and Federal regulations, and it is the responsibility of the SUBRECIPIENT to provide a copy of the agreement to NDE within 10 business days of the initial application for an award or upon any changes to the agreement.

10. Decisions made by NDE must be based on subaward agreements, approved budgets, grant assurances, written program policies and procedures, and written financial policies and procedures, including those in the State Administrative Manual, NRS, CFR, or other state regulations, guidance, or policies that apply to the funding source. If a SUBRECIPIENT disagrees with a decision, the SUBRECIPIENT has the option to dispute the decision by requesting in writing that the matter be reviewed by NDE Leadership pursuant to NDE policy and procedures.

Grant Funding

11. NDE funds subawards on a reimbursement basis only, pursuant to the Nevada State Administrative Manual 3022.
12. Expenditures cannot exceed the approved budget; any changes to the budget must be approved by NDE prior to expenses being incurred.
13. The SUBRECIPIENT agrees that monthly Requests for Reimbursement (RFR) are due to NDE on the 21st calendar day of each month for expenditures incurred the month prior; this includes the monthly submission of no-cost (“zero dollar”) RFRs, as appropriate. The SUBRECIPIENT may apply to the Department for an alternative reimbursement schedule, subject to Department review and approval. The final RFR must be submitted no more than 21 calendar days after the period of performance has ended.
14. The SUBRECIPIENT agrees to comply with NDE’s requirement to submit supporting source documentation with RFRs to demonstrate that all costs charged to Federal grants are allowable as required. The extent of supporting documentation required depends on the funding source and/or the risk status of the subrecipient, and includes at minimum detailed expenditure ledgers and at maximum complete documentation for each expenditure, to include invoices, contracts, etc. Regardless of the amount of documentation requested for RFR submission, all documentation related to the expenditure must be compiled, filed, and retained for 5 years.
15. All documentation, such as invoices or contracts, etc., should be maintained at the SUBRECIPIENT’s principal place of business and readily available for examination upon request. If not, the SUBRECIPIENT must bear the cost of making original documents available for examination. SUBRECIPIENTS must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant or may reasonably be considered pertinent to a grant for a period of 5 years from the date the Final Financial Report (FFR) is submitted to NDE pursuant to **20 U.S.C Section 1234a(k)**.
16. The SUBRECIPIENT will obligate Federal funds within the approved project period as set forth in the approved application and will liquidate said obligations not later than 45 days after the end of the project period. For purposes of approved projects, obligations have the same meaning as contained in **34 CFR 76.707**. Administrative closeout costs may be incurred until the due date of the Final Financial Report (FFR); if incurred these costs must be liquidated prior to the due date of the FFR and charged to the final budget period of the award unless otherwise specified by the authorizing agency.

Reporting

17. The SUBRECIPIENT will make reports accessible to NDE as may reasonably be necessary to enable NDE and the DEPARTMENT to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by NDE and/or the DEPARTMENT and shall be supported by appropriate documentation.

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18. Failure to comply with reporting requirements, including financial or programmatic monitoring, or the assurances as written, may result in ineligibility for future grant awards from NDE. Should all reports required pursuant to **2 CFR 200.344** not be submitted within 1 year of the end of the period of performance, **2 CFR 200.344** requires that the Federal entity report a material failure to comply with the terms and conditions of the Federal award in SAM.gov.
 19. The SUBRECIPIENT will submit the Final Financial Report (FFR) for Federally funded subawards to NDE within 90 calendar days after the period of performance has ended.
 20. Timeliness of report submission will be tracked and noted in the SUBRECIPIENT subaward file. Any extensions or exceptions to requirements must also be noted in the SUBRECIPIENT subaward file.
 21. The SUBRECIPIENT agrees to fully comply with evaluation and audit teams, including financial and programmatic risk assessments and monitoring, that will evaluate the effectiveness of the subaward, its management, and its implementation. Noncompliance may affect the SUBRECIPIENT'S eligibility for future awards from NDE or result in forfeiture of remaining funds.

EDUCATION-SPECIFIC ASSURANCES

Pursuant to 34 CFR, NDE shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which governs the funds and program as follows:

1. The SUBRECIPIENT will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program, as may be necessary according to statute.
2. The SUBRECIPIENT agrees that any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.
3. The SUBRECIPIENT agrees to adopt effective procedures for:
 - a. Acquiring and disseminating to teachers and administrators participating in each program significant information resulting from education research, demonstrations and similar projects; and
 - b. Adopting, if appropriate, promising educational practices developed through those projects.
4. If required by the program, the SUBRECIPIENT agrees that provisions shall be made for the participation of children enrolled in private schools in the area to be served. Such provisions shall:
 - a. Provide private school students with a genuine opportunity for equitable participation;
 - b. Provide an opportunity to participate in a manner that is consistent with the number of eligible private school students and their needs;
 - c. Maintain continuing administrative direction and control over funds and property that benefit students enrolled in private schools; and
 - d. Comply with the requirements of **34 CFR Section 76.652 through 76.662**.

The SUBRECIPIENT, if administering a program for the Education of Homeless Students, affirms that:

1. The SUBRECIPIENT will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
2. The SUBRECIPIENT will designate an appropriate staff person as a SUBRECIPIENT liaison for homeless children and youths to carry out the duties described in **42 USC 11432(g)(6)(A)**.
3. The SUBRECIPIENT will adopt policies and practices to ensure that transportation is provided at the request of the parent or guardian (or in case of an unaccompanied youth, the liaison) to and from the school of origin in accordance with the provisions of **42 USC 11432(g)(6)(A)(viii)**.
4. The SUBRECIPIENT will adopt policies and practices to ensure immediate enrollment of homeless children and youths.

Pursuant to 45 CFR, NDE shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which governs the funds and program as follows:

1. The SUBRECIPIENT will comply with the requirements of the **Health Insurance Portability and Accountability Act (HIPAA) of 1996. 45 CFR 160, 162, and 164**, as amended and **34 CFR 99 Family Educational Rights and Privacy Act (FERPA)**. If the subaward includes functions or activities that involve the use or disclosure of Protected Health Information (PHI), the SUBRECIPIENT agrees to enter into a Business Associate Agreement with NDE, as required by **45 CFR 164.504**. If PHI will not be disclosed, then a Confidentiality Agreement will be entered into.

SIGNATURES

The SUBRECIPIENT understands and agrees that failure to comply with the assurances detailed above may result in the loss of Federal funds and may be considered grounds for the suspension or termination of this grant subaward.

State Fiscal Year Subrecipient Organization

Project Number Project Title

RFR Schedule Level of Supporting Documentation

Authorized Representative Name and Title

Date Signature of Authorized Representative