



State of Nevada

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## Department of Education

### GENERAL STATE GRANT ASSURANCES

NAME OF DISTRICT/AGENCY:

FISCAL YEAR: 2020

GRANT/PROGRAM NAME: Bullying Prevention Grant

PROJECT NUMBER:

**I hereby certify that, to the best of my knowledge, the information in this application is correct. The applicant designated hereby applies for a grant of State funds. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the agency's meeting.**

**The RECIPIENT assures, if awarded a grant or contract:**

**The State Agency shall hold all RECIPIENTS to the provisions within the applicable Nevada Revised Statute (NRS) that govern the funds passed through the STATE AGENCY to the RECIPIENT.**

### STATE REGULATIONS

**Shall hold the RECIPIENT to the provisions established by the STATE AGENCY which govern the funds and program:**

1. The RECIPIENT assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant application.
2. The RECIPIENT agrees to fully comply with the evaluation team that will evaluate the effectiveness of this grant. Noncompliance may affect the RECIPIENT'S eligibility in future sub-awards from NDE or result in forfeiture of remaining funds.
3. The RECIPIENT agrees that any funds not committed for expenditures by the end of the grant cycle will be deobligated to State general fund with the Annual Financial Report
4. The RECIPIENT will submit the Final Financials to the Nevada Department of Education (NDE) within 45 days or less from the end of the grant cycle. Noncompliance will result in ineligibility for future sub-grant cycles.

5. All requests for budget amendments must be made in writing and approved prior to expenditure of funds.
6. Monthly requests for reimbursement are due to the NDE by the 15th of the month for the previous month of services.
7. The RECIPIENT agrees to comply with NDE's requirement to submit supporting source documentation with reimbursement requests which will ensure that all costs charged to state grants are allowable.
8. The documentation for all transactions, controls and other significant events must be clear and readily available for examination upon request. All documentation such as invoices or contracts, etc. should be maintained at the RECIPIENT's principal place of business. If they are not, the RECIPIENT must bear the cost of making original documents available for examination by the State.
9. Personnel employed as teachers and instructional aides by the RECIPIENT or personnel contracted to provide such service to the RECIPIENT shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015)).
10. The RECIPIENT shall maintain effective control and accountability for all grant funds, property, and other assets. Good internal control necessitates that fiscal responsibilities be clearly established. Accounting functions should be separated to the fullest extent possible so that no one person authorizes, executes, and approves the same transactions. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or other similar document.
11. The RECIPIENT must maintain continuing responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to Recipients or persons who are not employees or officials of the RECIPIENT organization:
  - a. Being informed of and accountable for all program income and expenditures;
  - 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 reports and all other reports required by NDE including monthly Requests for Funds, required quarterly progress reports and final program reports (as applicable);
  - d. Administration of the program in accordance with each agency's administrative practice.
12. If the RECIPIENT decides to establish a policy-making body (or is required either by law or by funding source to establish such a body), its roles and responsibilities must be clearly defined. This must be approved by the Program Director.

13. Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from the Education Programs Professional and may require an amendment to the grant agreement.
14. RECIPIENTS must notify the Education Programs Professional immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach.
15. All instructions, requirements, rules and regulations for grants administered through the RECIPIENT are applicable to Recipients, contracts or other mechanisms passing on these funds. It is the responsibility of the RECIPIENT to ensure compliance of Recipients through monitoring, reporting, site visits, fiscal reviews or other means. NDE may implement probationary measures with the RECIPIENT for noncompliance.
16. Indirect costs are not allowed on State grants or contracts to school districts, charter schools, non-profit organization, NSHE or other entities, which are funded in whole or in any part with State funds.
17. No organization may participate in the grant-funded project in any capacity or be a recipient of state funds designated for this project if the organization has been debarred or 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). Prior to issuing subawards or contracts under this grant, the RECIPIENT must consult the Excluded Parties List System to ensure that organizations under funding consideration are not ineligible. The list may be accessed online through the System for Award Management (SAM) at <https://www.sam.gov>.
18. Decisions made by Education Program Professionals must be based on the grant agreements, approved budgets, grant assurance, written program policies and procedures, and written fiscal policies and procedures including those in the State Administrative Manual (SAM) and in any Nevada Revised Statute or state regulations and guidance that apply to the funding source. If a RECIPIENT disagrees with a decision, the RECIPIENT has the option to dispute the decision by taking the following steps:
  - a. Request in writing that the Education Programs Professional provide:
    1. Documentation upon which a decision is based. Written response will be made within seven (7) working days.
    2. If the disagreement is still unresolved, request in writing that the matter be reviewed by the NDE Program Director, whose decision will be final and will not be open to further discussion or challenge.
    3. All interactions will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.

4. 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 after NDE carefully reviews the circumstances.
5. Timeliness of report submission will be tracked and noted in the grant file. Any extensions or exceptions to requirements must also be noted in the grant file.

Failure to comply with the terms and conditions detailed above may result in the loss of state funds and may be considered grounds for the suspension or termination of this grant.

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Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
District/Organization