Addendum A - Administrative/Program Assurances – Fiscal Years 2016-2018 (FY16-FY18)

The Administrative/Program Assurances Signature Page signed by the Lead Applicant (Executive Director or Superintendent of Schools), the Principal(s) of the proposed school(s), and (if applicable) the Executive Director of Partnering Entities/Sites, certifies the applicant’s agreement to the following sets of assurances.

PLEASE READ COMPLETELY BEFORE SIGNING

I. GENERAL ASSURANCES

Grantees agree to the following assurances, applicable to the 21st Century Community Learning Center (CCLC) program site proposed in this application.

1. The grant recipient understands that this grant is a three-year grant subject to funding availability and meeting all requirements each year. We further understand that at the conclusion of the three years (FY18 being the last year) that there is no commitment on the part of the Massachusetts Department of Elementary and Secondary Education (Department) of additional funding beyond the three years.

2. Each program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.

3. The control of funds provided under the 21st CCLC program and title to property acquired with program funds will remain in a school district, public agency, or a nonprofit private agency, institution, or organization.

4. Any equipment or materials purchased with these funds will be used solely for the purpose of implementing the 21st CCLC program.

5. The grant recipient will administer those funds and property only for the purpose detailed in the grant application.

6. The grant recipient will adopt and use proper methods of administering each such program, including the:
   a. enforcement of any obligations imposed on agencies, institutions, organizations, and other recipients responsible for carrying out each program;
   b. correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation; and
   c. adoption of written procedures for the receipt and resolution of complaints in the administration of the programs.

7. The grant recipient will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, funds paid to the grantee under the 21st CCLC program.

8. The grant recipient will ensure that all subcontracted providers are adhering to fiscal controls and grant fund use requirements.

9. The program funds will be used to supplement and not supplant other funds.

10. The school district and collaborating partners will provide access of needed and pertinent student data to applicant or partnering agencies.

11. [For applicants proposing Out-of-School Time (OST)] The 21st CCLC programs will have full access to space and resources needed to run a high quality program (e.g., gym, library, art room, office space, etc.). Additionally, each funded site will have priority access to agreed upon space over programs not directly affiliated with the school/school district. With rare exceptions, schools will not displace the 21st CCLC program from its usual reserved space for use by non-district/school contractors.

12. The grant recipient agrees to be active participants in the 21st CCLC statewide regional networks.
II. PROGRAM ASSURANCES

1. A designated 21st Century Community Learning Centers (CCLC) district-wide coordinator will ensure that program staff, including staff hired by contracted providers, is qualified to deliver the proposed programs and services and meet the qualifications listed on the following page.

2. The 21st CCLC Program Coordinator will attend 21st CCLC Coordinator meetings sponsored by the Department.

3. 21st CCLC district, site based administrators and staff will be encouraged to attend Department-sponsored 21st CCLC professional development opportunities.

4. [For applicants proposing OST] The program will primarily target and serve students who are low-income, at-risk academically and/or socially/emotionally, receive special education services, and/or are limited English proficient or whose first language is not English.

5. The grant recipient and collaborating partners will cooperate in conducting all evaluation components conducted by state (SAYO and APT) and federal officials.

6. The grant recipient will ensure access to and participation in programs or activities for students, teachers, and other program beneficiaries with disabilities. Teachers, students, and other program beneficiaries will not be denied access to or participation in activities based on gender, race, national origin, color, disability, sexual orientation, or age. Funded programs or activities will be monitored by the Department through written documentation and onsite visits, as appropriate, to ensure that outreach to these populations have been made.

7. [For applicants proposing Expanded Learning Time (ELT)] The grant recipient will ensure that each student on which enrollment projections are based attends a school with a schedule that increases the total number of school hours required for all students by a minimum of 180 hours above the amount offered in either FY14 or FY15, and which reflects a minimum of 1,330 hours. Note: On a case-by-case basis, individual students may be exempted from participation in this required time based on requirements outlined in that student’s IEP.

8. [For applicants proposing OST] The grant recipient will ensure that the program offers the required 448 hours of school year and summer programming and has an appropriate attendance policy to ensure that individual students are attending at least the minimum number of required hours, on average (see Part IIIB in the Funding Opportunity RFP’s Required Forms section for details).

9. The grant recipient will ensure that equitable services are offered to non-public schools whose student population fits the target population for this grant.

10. [For applicants proposing OST] The programs will take place in a safe and easily accessible facility.

11. The program will meet the United States Department of Agriculture (USDA) National School Lunch Program requirements for meal supplements, in offering a daily nutritious snack and breakfast, as applicable.

III. STAFF REQUIREMENTS

1. Staff who are not licensed teachers and are serving as site coordinators must possess a Bachelor’s Degree or higher in education, child development, or a related field or have equivalent job experience in the field.

2. Staff who are not licensed teachers and are serving as a group leader (leading activities) must possess an Associate’s Degree or higher in education, child development, or a related field (or be working towards an Associate’s Degree or higher); or have equivalent job experience in the field.

3. Specialists (people who instruct specialized programs e.g., tutoring, academic support, dance, arts, conflict resolution, health/fitness, nutrition, etc.) must be knowledgeable, trained, and/or licensed in the area(s) they will be instructing.

4. Assistant group/activity leaders must be at least 18 years of age and, at a minimum, possess a high school diploma or GED.

5. Peer leaders/student workers must receive proper training and be supervised, at all times, by the site Coordinator or group leader. Peer leaders or anyone under the age of 18 cannot lead an activity without proper supervision.

6. All staff will receive training, in particular outside contractors and volunteers, in how to respond to emergency situations that may arise during the course of program activities.

7. All staff including outside contractors and volunteers will receive training in the district’s/school’s Bullying and Intervention Plan.
8. CORI checks:
   a. The grant recipient will ensure that all individuals working or providing services in a 21st CCLC funded program, whether hired directly or by a contracted agency (salaried or volunteer), shall complete an application form that contains a section requiring the applicant to disclose whether or not he or she has a criminal record and what crimes, if any, he or she has been convicted of, consistent with the requirements of M.G.L. c. 151B, §4 (9). The application shall not require an applicant to disclose an arrest, detention, or disposition regarding any violation of law in which no conviction resulted. No application for employment shall be considered complete unless the applicant completes this section. Applications must be kept on file and available for review by the Department, if necessary.
   b. The grant recipient shall ensure that each individual working or providing services in a 21st CCLC funded program whether hired directly or by a contracted agency provides consent to a CORI investigation as part of his/her application and to future periodic CORI checks.
   c. The grant recipient shall require, as a condition of an offer of a position, the satisfactory completion of the CORI investigation.
   d. If staffs are hired by contracted providers then the grant recipient shall confirm an offer of a position(s) only after it receives written confirmation that the criminal record investigation has resulted in a finding of no record or until the grant recipient has received and reviewed a copy of the CORI.
   e. Individuals who are employed by the school district and have a CORI check on file do not need to have a CORI investigation conducted again for employment in the OST program unless they leave their school-day position.
   f. The grant recipient shall review positive findings from the CORI investigation.
   g. The grant recipient shall not permit any candidate to commence employment or other services until after the candidate is cleared as a result of the CORI investigation, in accordance with these regulations.

COMMUNITY COUNCIL MEMBERSHIP

The Superintendent of Schools, the Principal, and/or the Executive Director of Partnering Entities understand that the 21st CCLC program must establish and/or continue to maintain a Community Council membership that is representative of the school district boundaries, community, and populations to be served.

Potential members may include the following:

1. A designee of the mayor or other chief executive officer of the city(ies) or town(s)
2. A designee of the superintendent(s) of the school district(s) educating students in the city(ies) or town(s)
3. Representatives from school and community-based after-school and other out-of-school-time (OST) program providers
4. Representatives from other public or private entities
5. Representative(s) from the business community/chamber of commerce
6. Curriculum coordinator/content specialist
7. Representatives of students with disabilities
8. Representatives of students who are limited English proficient
9. Students and family members who are current or potential users of 21st CCLC programs
10. Representatives from other state and/or federally-funded programs (e.g., Title I, Alternative Education, Homeless Liaison, School Redesign/Turnaround, etc.)

By signing this document the applicant certifies that Council members were provided the opportunity to be involved in the development of this application.

NOTE: Cities and towns may join together to form a unified Community Council in the same configuration as a regional school district, school union, or educational collaborative. The role of the community council may also be played by an existing council, so long as it includes a representative membership.
**FY16-FY18 Fund Code: 647-B1 Administrative/Program Assurances Signature Page**

All information requested below should be provided. We agree to the assurances stated above and will comply with all grant requirements.

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