

eGrant Management System

Printed Copy of Application

Grant Program: ARP Act ESSER III 6998

Cycle: Amendment 4

Sponsor/District: NIOBRARA PUBLIC SCHOOLS

Date Generated: 7/25/2023 9:01:42 AM

Generated By: msandoz

American Rescue Plan - Overview

[Nebraska's Framework Document](#)
[ESSER III Master Instructions](#)

- Program:** American Rescue Plan
Elementary and Secondary School Emergency Relief Fund ((ARP ESSER)
- Funding Period:** The funds for this grant MUST be obligated by September 30, 2024.
- Funding:** CFDA - 84.425U
- Project Code:** 788
- Purpose:** Under the American Rescue Plan (ARP) Act of 2021, the United States Department of Education (USED) will make awards to State educational agencies (SEAs) to help schools safely reopen, sustain healthy operations, and address significant academic, social, emotional, and mental health needs of their students as the country continues to recover from the COVID-19 pandemic. Section 2001 of the ARP requires the USED to allocate \$121,974,800,000 in awards to SEAs through the Elementary and Secondary Emergency Relief (ESSER) Fund. Section 2001(c) of the ARP requires the USED to determine ARP ESSER Fund allocations based on the proportion that each State received under Title I, Part A of the Elementary and Secondary Education Act (ESEA) in the most recent fiscal year.
- Legislation:** [Public Law 117-2](#)

The application has been approved. No more updates will be saved for the application.

Grant Award Notification	
Grant Award Notification - 5	6/26/2023
Grant Award Notification - 4	10/24/2022
Grant Award Notification - 3	10/18/2021
Grant Award Notification - 2	8/19/2021
Grant Award Notification - 1	6/18/2021
ARP-Act-ESSER-III-6998	
Current Year Funds	
Allocation	\$703,317
ReAllocated (+)	\$0
Released (-)	\$0
Total Current Year Funds	\$703,317
Prior Year(s) Funds	
Carryover (+)	\$0
ReAllocated (+)	\$0
Released (-)	\$0
Total Prior Year(s) Funds	\$0
Sub Total	\$703,317
Multi-District	
Transfer In (+)	\$0
Transfer Out (-)	\$0
Administrative Agent	
Adjusted Sub Total	\$703,317
Release Remaining Funds to NDE	<input type="checkbox"/>
Total Available for Budgeting	\$703,317
ARP-Act-ESSER-III-6998	

American Rescue Plan (ARP) ESSER III Grant - Contact Information

By signing the Assurances page the applicant confirms that the System for Award Management Managed Identifier (SAMMI) for the receiving entity is as follows:

and/or

(one or both fields will contain a value)

By signing the Assurances page the applicant confirms that the Dun and Bradstreet Data Universal Number System Number (DUNS Number) for the receiving entity is as follows:

Authorized Representative: *Required fields.

First Name*

Last Name*

Phone* **Extension**

E-Mail*

Fax (optional)

Check this box if the American Rescue Plan (ARP) ESSER III Grant Contact is someone other than the Authorized Representative listed above and complete the information.

Financial Contact:

First Name*

Last Name*

Phone* **Extension**

E-Mail*

Fax (optional)

Use of Funds: A local educational agency (LEA) that receives funds under this title may use the funds for one or more of the following 17 areas. Please check one or more of the intended use of funds areas and describe the proposed activities. You will be required to indicate the function code(s) when completing the budget detail.

- 1. Administration: Only reasonable and necessary for administering the grant. Time and effort will be required. If administrative funds are being used, it must be explained in detail.
- 2. Any activity authorized by the ESEA of 1965, including the Native Hawaiian Education Act and the Alaska Native Educational Equity, Support, and Assistance Act (20 U.S.C. 6301 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) ("IDEA"), the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) ("the Perkins Act"), or subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.).
- 3. Coordination of preparedness and response efforts of local educational agencies with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.
- 4. Providing principals and other school leaders with the resources necessary to address the needs of their individual schools. ** This Allowable Use is not available for ARP ESSER III. ***
- 5. Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.
- 6. Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.
- 7. Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.
- 8. Purchasing supplies to sanitize and clean the facilities of a local educational agency, including buildings operated by such agency.
- 9. Planning for coordinating and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the Individuals with Disabilities Education Act (20 U.S.C. 1401 et seq.) and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.
- 10. Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive technology or adaptive equipment.
- 11. Providing mental health services and supports.
- 12. Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.
- 13. Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by -

- (A) Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction.
- (B) Implementing evidence-based activities to meet the comprehensive needs of students.
- (C) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment.
- (D) Tracking student attendance and improving student engagement in distance education.

Explanation/Description ([count] of 500 maximum characters used)

Additional staff to support the MTSS process K-12. Two additional teachers to provide services in classrooms. Contract with Curriculum Leadership Institute for a guaranteed viable curriculum and their travel to our location.

- 14. School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.
- 15. Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.
- 16. Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

Explanation/Description ([count] of 500 maximum characters used)

Retention pay for teachers and staff. Additional Custodial help to ensure clean and safe learning environments.

- 17. Development of strategies and implementation of public health protocols that align with Centers for Disease Control and Prevention guidance on reopening and operating school facilities to maintain the health and safety of students, educators, and other staff.

Public Education

1. Describe how the District engaged stakeholders in meaningful consultation on the Plan for Use of Fund. Answers must be detailed. Stakeholders must include, but are not limited to: students, families, school and district administrators (including special education administrators), teachers, principals, school leaders, other educators, school staff and their unions, Tribes, civil rights organizations (including disability rights organizations), and stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children and youth in foster care, migratory students, children who are incarcerated, and other underserved students

([count] of 2500 maximum characters used)

Surveys were sent to consult the Use of Funds with community constituents. Families, community, tribes, school staff, students were all given access to share ideas and input on the return to learn plan and how to use the funds. Information about the survey was shared via School Messenger, Facebook, Niobrara Tribune and the School Newsletter. Local business interviews were conducted and there was interest in a work release program and businesses are willing to support student career skills and work environment opportunities. Stakeholders were provided a link in January 2023 for input as to how the remaining funding should be spent. April school board meeting discussions supported the utilization of ESSER III funding for retention pay.

2. Describe the following components in regards to stakeholder engagement for the Plan for Safe Return. Answers must be detailed.

- a. Who was consulted? How did the consultation occur and what were the outcomes?

([count] of 2500 maximum characters used)

Surveys were sent to consult the Use of Funds with community constituents. Information about the survey was shared via School Messenger, Facebook, Niobrara Tribune and the School Newsletter. Overwhelmingly the input showed the want for more staff to support students needs and keeping our students in school this school year. Interviews with local businesses indicated that work release opportunities existed and they were willing to work with the school to support career ready students.

- b. Revisions to plans are statutorily required every 6 months. What systems, structures or procedures is the district putting in place to ensure revisions are made to address developing or changing student needs and community priorities? How will the district continue to engage stakeholders in the process of revision?

([count] of 1000 maximum characters used)

Stakeholders will continue to have access to the survey for input and at School Board Meetings we have a public comment to ensure that all have an opportunity to share their ideas on how the funding should be spent. Notices of meetings, survey to share ideas will be shared every 6 months at a minimum to ensure ongoing revisions reflect the school needs. Stakeholders will be asked to review the plan in January 2022, 2023 and 2024 and again in July 2022, 2023, 2024.

- c. The district URL address where the Plan for Safe Return can be found. [ARP Act pf 2021 \(H.R. 1319\)](#)

([count] of 500 maximum characters used)

www.niobraraschools.org scroll down the page and you will see the document.

3. A minimum of 20% of the allocation must be expended to address learning loss. Answer the following questions? Answers must be detailed.

- a. How will 20% of the allocation be used to address student learning loss?

([count] of 2500 maximum characters used)

20% of the allocation will be used to address student learning loss through a K-12 MTSS program implementation. Support staff will be supplied to ensure students have adequate access daily to highly qualified individuals. Niobrara has learners who were below grade level before the pandemic.

Disaggregate data from before the pandemic was used to better understand the student groups and identify students that were struggling and consider how the pandemic may have disproportionately affected them. Niobrara has students who have been historically marginalized, including students of color, students with disabilities, English learners, and economically disadvantaged. Niobrara has been identified for targeted support and improvement (Native American and Special Education) before COVID-19 which could have been widened during the pandemic. The funding will be used to expand our programming and meet student needs for acceleration. High Quality Instructional Materials that support Tier I instruction may be purchased with the fund to support the efforts.

b. At what level of evidence are the specific intervention(s) or strategy(ies) to address learning loss? If the answer is Demonstrates a Rationale the District Must upload a file with information about the Evidence Based Rationale.

ESSER III - Evidence-Based Interventions - Google Docs

Strong Moderate Promising

Demonstrates a Rationale

c. What evidence does the district have to support the specific intervention(s) or strategy(ies) to address learning loss?

([count] of 2500 maximum characters used)

Niobrara has fully implemented K-5 MTSS, partially implemented 6-8 MTSS and is embarking on the 9-12 student group. Evidence at the National, State and local level support MTSS and are focused on improving the Tier I instruction.

d. Include the hyperlink to the evidence source.

([count] of 2500 maximum characters used)

https://nemtss.unl.edu/why/https://evidencebasedprograms.org/programs/career-academies/https://docs.google.com/document/d/1dgl6SeVjWjr_IDGQfK-8XdYBmvQmEFY4/edit?usp=sharing&oid=110058079444852140678&rtpof=true&sd=true

e. How are these resources providing support for students that missed instructional time?

([count] of 2500 maximum characters used)

Students in grades 9-12 will be preparing individualized learning plans with the school guidance counselor. Students in the Ninth Grade will be targeted based on data collected by the district to track growth over time. Students will be able to keep moving with the current curriculum and provided interventions that will help build upon any missed instruction over the past two years. MTSS will focus on core instruction (Tier I) as the foundation for all learning and ensure students have access to HQIM and engaging instruction to provide accelerated learning and opportunities to learn.

f. How are these resources providing support for students that have been historically marginalized? (ie: students of color, students who are economically disadvantaged, English learners, and students with disabilities). [Learning Loss Document](#)

([count] of 2500 maximum characters used)

Niobrara Superintendent Margaret Sandoz serves on the Advisory Board for the Midwest and Plains Equity Assistance Center for Region III. Acceleration and equity ensure that ALL students are provided support for their learning regardless of any historically marginalized definition. The historically marginalized student groups at Niobrara come from many feeder schools and have often been excluded of attention, opportunity, access, and success in educational offerings. Niobrara's approach to MTSS allows each individual student to have an Individualized Learning Program that supports their unique needs and provides them with the needed resources to be successful. Decision rules and data collection procedures will help determine what types of resources are provided for each student. The focus will be on improving the Tier 1 instruction and student engagement.

4. What are the anticipated outcomes for the districts investments? Consider this: If we do x, we expect y to occur, leading to z in regards to student outcome. A district may have multiple theories of action based on the districts investments.

([count] of 2500 maximum characters used)

As we implement MTSS K-12 we expect student growth to increase leading to more students proficient and meeting the state standards. We expect that by adding additional staff we will have a smaller student to staff ratio that will lead to more students receiving individualized supports to enhance their learning experience.

5. What student data (ex. Perceptual, Process, Demographic, Achievement) did the district use to determine the priorities? Be specific in your answer.

([count] of 2500 maximum characters used)

NSCAS, MAP, Acadience Due to the small numbers of students at Niobrara it is difficult to look at each of the groups separately. It is clear from our determination that all students will have an enhanced educational experience with MTSS being implemented K-12. Students with the most needs will receive additional supports and those with already proficiency will be encouraged and engaged into enrichment activities. Perceptual data from families is gathered annually to keep a pulse on the expectations and thoughts. Additionally we have data from K-8 to support the improved Tier I instruction by utilizing the MTSS process as well as adopting HQIM in reading, math and science.

American Rescue Plan (ARP) ESSER III Grant - Instructional Staff

Full Time Equivalency (FTE) is the indication of the time an individual spends in their position assignment as it relates to the total time in the work week defined for that position by each school/system during the regular school year. The number of hours in a work week may vary between school districts/systems, schools in a district/system, and within a school (i.e., the number of hours in the work week for school administrative staff may differ from the number of hours in the work week for teaching staff). In all cases, full-time is equal to 1.00. No individual should be reported as more than 1.00 FTE regardless of how many positions that individual serves in a district/system.

This page is for the identification of Instructional Staff paid with American Rescue Plan (ARP) ESSER III Grant Funds. FUNDS CANNOT BE USED FOR ANY PART OF A SUPERINTENDENT'S OR PRINCIPAL'S SALARY.

NOTE: This page is not linked to the Budget Summary, therefore, the Calculated Amount Paid must be entered on the Budget Detail page in the 100 column under the correct activity(ies). If stipends are to be paid, list the word Stipends under the Staff Paid column and 0 (zero) for FTE.

The total of all staff pages should equal the total of the 100 column on the budget.

Use the Additional Entries button if you have more than 10 instructional staff or upload a file of instructional staff.

Reminder: If the District is budgeting funds for salaries, funds must also be budgeted on the BUDGET Page for employee benefits at a comparable rate.

List Name(s) of Instructional Staff Paid with American Rescue Plan (ARP) ESSER III Grant Funds	Name of School	Total Contracted Salary without benefits and/or extra curricular	FTE of American Rescue Plan (ARP) ESSER III Grant	Amount of Salary Paid with American Rescue Plan (ARP) ESSER III Grant Funds without benefits and/or extra curricular
Richard Higgins (22-23)	Niobrara Public School	38,000	1.00	38,000
Sara Bathke (22-23)	Niobrara Public School	47,000	1.00	47,000
Richard Higgins (23-24)	Niobrara Public School	69,480	1.00	69,480
Marilyn Janovec (23-24)	Niobrara Public School	69,480	1.00	69,480
Marilyn Janovec (22-23)	Niobrara Secondary	38,000	1.00	38,000
Instructional Staff Stipends	Niobrara Public	72,000	0.00	72,000

Calculated Amount Paid

[Retention Pay 23-24-20230626120639-msandoz.xlsx](#)

The file name should not include special characters (\$, #, &, '!'). Attempting to upload a file that does not comply with these restrictions will result in errors and loss of unsaved data.

Choose File no file selected

American Rescue Plan (ARP) ESSER III Grant- Noninstructional Staff

This page is for the identification of Noninstructional Staff for Amount of Salary Paid with American Rescue Plan (ARP) ESSER III Grant Funds.

NOTE: This page is not linked to the Budget Summary, therefore, the Calculated Amount Paid must be entered on the Budget Detail page in the 100 column under the correct activity(ies).

The total of all staff pages should equal the total of the 100 column on the budget.

Use the Additional Entries button if you have more than 5 noninstructional staff or upload a file of noninstructional staff.

Reminder: If the District is budgeting funds for salaries, funds must also be budgeted on the BUDGET Page for employee benefits at a comparable rate.

List Name(s) of Noninstructional Staff Paid with American Rescue Plan (ARP) ESSER III Grant Funds	Name of School	Indicate Type of Staff	FTE of American Rescue Plan (ARP) ESSER III Grant Funds	Amount of Salary Paid with American Rescue Plan (ARP) ESSER III Grant Funds without benefits and/or extra curricular
Brandon Peters (22-23)	Niobrara Public School	Custodian/Maintenance	0.50	15,000
Precious Ferris (22-23)	Niobrara Public School	Paraprofessional	1.00	26,000
Chrissean Swalley (22-23)	Niobrara Public School	Paraprofessional	1.00	16,000
Brandon Peters (23-24)	Niobrara Public School	Custodian/Maintenance	1.00	48,800
Precious Ferris (23-24)	Niobrara Public School	Paraprofessional	1.00	40,000
List Name(s) of Noninstructional Staff Paid with American Rescue Plan (ARP) ESSER III Grant Funds	Name of School	Indicate Type of Staff	FTE of American Rescue Plan (ARP) ESSER III Grant Funds	Amount of Salary Paid with American Rescue Plan (ARP) ESSER III Grant Funds without benefits and/or extra curricular
Non Instructional Staff Stipen	Niobrara Public School	Other	0.00	34,000

Calculated Amount Paid

[Add Additional Entries](#)

[Retention Pay 23-24-20230626120904-msandoz.xlsx](#)

The file name should not include special characters (\$, #, &, '.'). Attempting to upload a file that does not comply with these restrictions will result in errors and loss of unsaved data.

**American Rescue Plan (ARP) ESSER III Grant Funds- Operational Equipment
Budgeted in Object Code 600**

Equipment is any instrument, machine, apparatus or set of articles that meets ALL of the following:

- a. Under normal conditions of use can be expected to last longer than a year,
- b. Does not lose its identity through fabrication or incorporation into a different or more complex unit,
- c. Is nonexpendable (more feasible to repair the item than to replace),
- d. Retains its appearance and character through use,
- e. Is of significant value and/or may be
- f. Small and attractive.

Operational equipment items costing at least \$1,500 per unit must be inventoried although it is prudent to inventory any equipment that meets the definition above. Recently, auditors have added small and attractive to the definition of what equipment needs to be inventoried. Some federal programs have specific guidance regarding equipment itemization and inventory requirements.

All operational equipment costing less than \$5,000 per unit must be budgeted in Object Code 600. This change in guidance is necessary to align the Grants Management System (GMS) with the NDE's Users Manual.

This page is not linked to the Budget Summary and must be entered on the Budget Detail page in the 600 Object Code column.

Itemize proposed Operational Equipment that will be funded with this grant. Select Add Additional Entries if you need to enter more items.

Location

Unit Cost

Quantity

Calculated Total Cost:

No files are currently uploaded for this page.

File name cannot include special characters (e.g.: \$, #, &, .), and cannot exceed 10 MB. Uploading files that do not comply with these restrictions may result in error and loss of data.

Choose File no file selected

**American Rescue Plan (ARP) ESSER III Grant - Capital Assets
Budgeted in Object Code 700**

Prior written approval is needed for any capital assets purchases. There are two forms available for this application:

1. [Non Construction Project Form](#)
2. [Construction Project Form](#)

A PDF of the pre-approval form(s) completed by the district and approved by a Federal Programs Administrator MUST be uploaded to this page.

Equipment is any instrument, machine, apparatus or set of articles that meets ALL of the following:

- a. Under normal conditions of use can be expected to last longer than a year,
- b. Does not lose its identity through fabrication or incorporation into a different or more complex unit,
- c. Is nonexpendable (more feasible to repair the item than to replace),
- d. Retains its appearance and character through use,
- e. Is of significant value and/or may be
- f. Small and attractive.

Itemize equipment items costing \$5,000 or more per unit or equipment that must be capitalized (depreciated).

Only equipment that has a unit cost of \$5,000 or more can be budgeted in Object Code 700 on the Budget Detail page. This change in guidance is necessary to align the Grants Management System (GMS) with the NDE's Users Manual.

This page is not linked to the Budget Summary and must be entered on the Budget Detail page in the 700 Object Code column.

Itemize proposed Capital Assets that will be funded with this grant. Select Add Additional Entries if you need to enter more items.

Location	<input type="text"/>
Unit Cost	<input type="text"/>
Quantity	<input type="text"/>
Calculated Total Cost:	<input type="text"/>

No files are currently uploaded for this page.

File name cannot include special characters (e.g.: \$, #, &, .), and cannot exceed 10 MB. Uploading files that do not comply with these restrictions may result in error and loss of data.

Choose File no file selected

Budget Detail BUDGET BREAKDOWN (Use whole dollars only. Omit Decimal Places, e.g., 2536)

[Instructions](#)

Note: This Object Code summary displays amounts already paid, to aid in budget amendments. This does not include those reimbursement request(s) submitted but not approved. Do not reduce any Object Code Total below what has already been paid.

Paid to Date Amounts	100 - Salaries	200 - Employee Benefits	300 - Professional & Technical Services	400/500/800 - Other Purchased Services	600 Supplies	700 Capital Assets	Indirect Cost
	\$59,808	\$19,003	\$8,800	\$995	\$0	\$0	\$0
Current Budgeted Amounts by Object Code	\$513,760	\$138,562	\$50,000	\$995	\$0	\$0	\$0

Total Allocation Available for Budgeting

If the District is budgeting funds for salaries, funds must also be budgeted for employee benefits at a reasonable amount.

On the Original Application, you selected Reimbursement Request as your payment method.

American Rescue Plan (ARP) ESSER III Grant - Allowable Uses - Function Codes 1-17 (must match program information)								
Function Code	100 - Salaries	200 - Employee Benefits	300 - Professional & Technical Services	400/500/800 - Other Purchased Services	600 Supplies	700 Capital Assets	Total ARP-Act-ESSER-III-6998 Funds	Delete Row
13-Renewal and Acceleration	<input type="text" value="343960"/>	<input type="text" value="101982"/>	<input type="text" value="50000"/>	<input type="text" value="995"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="\$496,937"/>	<input type="checkbox"/>
16-Other Activities	<input type="text" value="169800"/>	<input type="text" value="36580"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="\$206,380"/>	<input type="checkbox"/>
	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="\$0"/>	<input type="checkbox"/>
Sub Total	<input type="text" value="\$513,760"/>	<input type="text" value="\$138,562"/>	<input type="text" value="\$50,000"/>	<input type="text" value="\$995"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$703,317"/>	

[Create Additional Entries](#)

***** TOTALS *****	<input type="text" value="\$513,760"/>	<input type="text" value="\$138,562"/>	<input type="text" value="\$50,000"/>	<input type="text" value="\$995"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$703,317"/>	
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Determining Maximum Indirect Cost allowed

(A) Total Allocation Available for Budgeting
 (B) Capital Assets Costs

(F) Total budgeted above
 (G) Budgeted Indirect Cost

(C) Allowable Direct Costs (A-B)
(D) Indirect Cost Rate %
(E) Maximum Indirect Cost (C*(D/(1+D)))

(H) Total Budget (F+G)
Allocation Remaining (A-H)

20% Allocation Learning Loss - Assurances

[ARP ESSER III Instructions](#)

- By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

With the passage of The American Rescue Plan (ARP) Act, states, districts, and schools now have significant federal resources available to implement evidence-based and practitioner-informed strategies to respond to students social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

Of the total amount allocated to an LEA from the States ARP ESSER III award, LEAs must reserve at least 20 percent of funds to address learning loss through the implementation of evidence-based interventions for:

1. Meeting students social, emotional, mental and physical health, and academic needs, including through meeting basic student needs; reengaging students; and providing access to a safe and inclusive learning environment;
2. Addressing the impact of COVID-19 on students opportunity to learn, including closing the digital divide; implementing strategies for accelerating learning; effectively using data; and addressing resource inequities; and
3. Supporting educator and staff well-being and stability, including stabilizing a diverse and qualified educator workforce.

Evidence-based educational intervention resources are [accessible through the USED](#) from the National Center for Educational Evaluation and Regional Assistance. LEAs that identify interventions from one of the clearinghouse websites or resources identified through the NDE are not required to provide research to the NDE relevant to the level of evidence of the intervention (Strong evidence, moderate evidence, promising evidence, or demonstrates a rationale) recognized by the Every Student Succeeds Act.

Our District will strategically plan for the implementation of evidence-based interventions. These plans will address communication of the intervention to stakeholders, professional development for teachers and leaders, guidance for implementation of the intervention at the school level, and progress monitoring expectations to determine the impact on student outcomes. If ARP ESSER III funds are budgeted for evidence-based interventions not from the USED clearinghouse websites or the NDE evidence-based interventions identified, the LEA will upload research evidence to the NDE through the upload feature of the second part of the ARP ESSER III GMS application process.

- By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

NDE will be providing a template for districts to use, if needed, to complete this plan.

The LEA agrees to develop or revise a Plan for Safe Return to In-Person Instruction and [ARP Act of 2021 \(H.R. 1319\)](#) the following:

1. **IN GENERAL**- An LEA receiving funds under this section shall develop and make publicly available on the LEAs website, no later than 30 days after receiving the allocation of funds; the date the ARP ESSER application is approved and/or the Grant Award Notification (GAN) date. Section 2001(i)(1)
2. **COMMENT PERIOD** - Before making the plan publicly available the LEA shall seek public comment on the plan (e.g., by requesting input on its website) and take such comments into account in the development of the plan. Section 2001(i)(2)
3. **PLAN CONTENTS** - An LEA must describe in its plan under section 2001(i)(1) of the ARP Act for the safe return to in-person instruction and continuity of services:
 - a. How the LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDCs safety recommendations including:
 - i Universal and correct wearing of masks;
 - ii Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);
 - iii Handwashing and respiratory etiquette;
 - iv Cleaning and maintaining healthy facilities, including improving ventilation;
 - v Contact tracing in combination with isolation and quarantine, in collaborations with the state, local, territorial, or Tribal health departments;
 - vi Diagnostic and screening testing;
 - vii Efforts to provide vaccinations to school communities;
 - viii Appropriate accommodations for children with disabilities with respect to health and safety policies; and
 - ix Coordination with State and local health officials. Including the needs for support and technical assistance to implement strategies consistent to the greatest extent practicable, with relevant CDC guidance.

Note: The requirement does not mandate that an LEA adopt the CDC guidance, but only requires that the LEA describe in its plan the extent to which it has adopted the key prevention and mitigation strategies identified in the guidance.
 - b. How the LEA will ensure continuity of services, including but not limited to services to address students academic needs and students and staff social emotional, mental health, and other needs, which may include student health and food services.
4. **PLAN ACCESSIBILITY** - The plan:
 - a. Must be be accessible and publicly available on the LEAs website,
 - b. Must be in an understandable and uniform format, and available to all,
 - c. May require written or oral translations for non-English speakers, and
 - d. Upon request, provided in an accessible format for individuals with disabilities.
5. **PREVIOUS PLANS** - If an LEA has developed a plan for the safe return to in-person instruction before the date of the enactment of the ARP Act:
 - a. that meets the statutory requirements (sought public comment on the plan, took such comments into account in the development of the plan, and is publicly available on the LEAs website), then such plan shall be deemed to satisfy the requirement under this section.
 - b. Such plans must meet the statutory requirements but do not address all the requirements in the PLAN CONTENTS section of this document, the school district must revise to include these elements and re-post its plan no later than six months after receiving its ARP ESSER funds (date of the GAN) per the PLAN REVISIONS section requirements to meet these provisions.

6. **PLAN REVISIONS** - During the period of the ARP ESSER award (through September 30, 2023), an LEA must regularly, but no less than every six months (taking into consideration the timing of significant changes to CDC guidance on reopening schools), review and as appropriate, revise its plan.
 - a. In determining whether revisions are necessary, and in making any revisions, the LEA must: seek public input, and take such input into account.
 - b. If at the time the LEA revises its plan the CDC has updated its guidance on reopening schools, the revised plan must address the extent to which the LEA has adopted policies, and describe any such policies, for each of the updated safety recommendations.
 - c. ARP ESSER funds are subject to the Tydings amendment and are therefore available to LEAs for obligation through September 30, 2024. Review and revisions, if necessary, are not required during the Tydings period.
 - d. Revision be made publicly available on the LEAs website.
7. **DOCUMENT RETENTION FOR PROGRAMMATIC MONITORING** - LEAs will maintain documentation locally and the NDE will monitor Return to In-Person Instruction Plans for the above requirements. The school district agrees to:
 - a. Keep records of the people involved in writing the plan,
 - b. Document input received about the plan,
 - c. Make changes to the plan as needed,
 - d. Policies referenced within the plan, and
 - e. Take screenshots of where the plan is posted on the website.

Instructional Materials - Assurances

[ARP ESSER III Instructions](#)

- By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

If ESSER III funds will be used to purchase core instructional materials for ELA, mathematics, or science, the district will be required to show that the instructional materials are aligned to the Nebraska State Standards and Key Instructional Shifts.

Information about alignment is available through the [Nebraska Instructional Materials Collaborative](#) and [EdReports](#). Instructional Materials Information is available at [High Quality Instructional Materials Information](#)

Materials with a rating of Meets meet the expectations for alignment and are pre-approved as an ESSER expenditure. Materials with a Does Not Meet rating do not meet expectations for alignment and will not be approved as an ESSER expenditure. Materials with a Partially Meets rating or not listed will be subject to additional review by NDE staff prior to approval. More information will be required on the second part of the ESSER III application in regard to the materials selected.

For information on core instructional materials, see the High Quality Instructional Materials Information spreadsheet. The spreadsheet includes three tabs: ELA instructional materials, mathematics instructional materials, and science instructional materials and is organized by grade bands (K-5, 6-8, and 9-12).

Plan for the Use of Funds and Consultation - Assurances

[ARP ESSER III Instructions](#)

- By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

The LEA agrees to develop a plan to ensure transparency and accountability for use of the funds to address their students academic, social, emotional, and mental health needs, in particular those students most impacted by the COVID-19 pandemic. Under [20 U.S.C. 1221e-3](#), the Secretary of the U.S. Department of Education (USED) has the authority to promulgate rules governing the programs administered by the Department. Through the [USED Interim Final Requirement](#), an LEA must include in its LEA ARP ESSER Plan the following:

- IN GENERAL** - An LEA receiving funds under this section shall develop, submit to the NDE (through part 2 of the grant application opening mid-July), and make
1. publicly available on the school districts website, no later than 90 days after receiving the allocation of funds; the date the ARP ESSER application is approved and/or the Grant Award Notification (GAN) date, a plan for the LEAs use of ARP ESSER funds.
 2. **STAKEHOLDER CONSULTATION** - Under this requirement, an LEA must engage in meaningful consultation with stakeholders and the opportunity to provide input in the development of its plan.
 - a. Specifically, an LEA must engage in meaningful consultation with
 - i Students;
 - ii families;
 - iii school and district administrators (including special education administrators); and
 - iv teachers, principals, school leaders, other educators, school staff, and their unions.
 - b. Additionally, an LEA must engage in meaningful consultation with each of the following, to the extent present in or served by the LEA:
 - i Tribes;
 - ii civil rights organizations (including disability rights organizations); and
 - iii stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children in foster care, migratory students, children who are incarcerated, and other underserved students.
 3. **COMMENT PERIOD** - Before making the plan publicly available the LEA shall seek public comment on the plan (e.g., by requesting input on its website) and take such comments into account in the development of the plan.
 4. **PLAN CONTENTS**

- The LEA ARP ESSER plan ensures that LEAs are using ARP ESSER funds for their intended purposes and evaluate the effectiveness. The NDE may prescribe additional requirements to ensure ARP ESSER funds are meeting the needs of Nebraska schools, students, and teachers. For example, the NDE might require that the plan include data that illustrates the LEAs most pressing needs or descriptions of promising practices that the LEA has implemented to accelerate learning. The plan and any revisions to the plan must include at a minimum a description of:

 - a. How the funds will be used to implement prevention and mitigation strategies, consistent with the most recent CDC guidance, in order to continuously and safely open and operate schools for in-person learning;
 - b. How the LEA will use the funds it reserves to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive after school programs, or extended school year (consistent with the requirement of the ARP Act that each LEA reserve at least 20 percent of its ARP ESSER funds for that purpose);
 - c. How the LEA will spend its remaining funds consistent with the ARP Act, and;
 - d. How the LEA will ensure that the interventions that are implemented will address the academic impact of lost instruction time and will respond to the academic, social, emotional, and mental health needs of all students; including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.
 5. **PLAN ACCESSIBILITY** - The plan:

- a. Must be accessible and publicly available on the LEAs website,
 - b. Must be an understandable and uniform format, and available to all,
 - c. May require written or oral translations for non-English speakers, and
 - d. Upon request, provided in an accessible format for individuals with disabilities.
6. **PLAN SUBMISSION AND REVISIONS** - The initial LEA ARP ESSER plan will be submitted through a GMS (Part 2) ARP ESSER grant application process.
- a. During the period of the ARP ESSER award (through September 30, 2023), an LEA must regularly review and as appropriate, revise its plan.
 - b. Submission procedures for plan revisions will be established by the NDE.
 - c. ARP ESSER funds are subject to the Tydings amendment and are therefore available to LEAs for obligation through September 30, 2024. Review and revisions, if necessary, are not required during the Tydings period.
 - d. Revisions made publicly available on the LEAs website.
7. **DOCUMENT RETENTION FOR PROGRAMMATIC MONITORING** - LEAs will maintain documentation locally and the NDE will monitor Return to In-Person Instruction Plans for the above requirements. The school district agrees to:
- a. Keep records of the people involved in writing the plan,
 - b. Collaboration and general comment input required for the initial development of the plan,
 - c. Changes to the plan, and
 - d. Take screenshots of where the plan is posted on the website.

- By checking this box and saving the page, the applicant hereby certifies that he/she has read, understood and will comply with the attestations and assurances listed below, as applicable to the program(s) for which funding is requested.

Completion of this form is not an application for funds and does not obligate the applicant or NDE for the programs. This page consolidates the common assurances required by federal law that apply to the federal programs listed below. Additional specific program assurances may be included in the application or program plan for that individual program.

TIP: PRINT FOR REFERENCE WHEN ASSURANCING AND CONTRACTUALLY AGREEING THAT ALL INTERNAL CONTROLS MEASURES REFERENCED EXIST FOR THE ENTITY.

GENERAL ASSURANCES

The local education agency (LEA) hereby assures the Nebraska Department of Education that:

1. Each program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The control of funds provided under each program and title to property acquired with program funds will be in a public agency or in an eligible, private agency, institution, or organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities.
3. The public agency, eligible private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes.
4. The applicant will adopt and use proper methods of administering each such program, including - the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials.
6. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The applicant will - submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the state educational agency's or the Secretary's duties.
8. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.
9. Funds will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of federal funds, be made available, and in no case supplant, such State, local, and other non-Federal funds.
10. Equitable participation of non-public schools (if any) will be provided. The applicant will consult with officials of non-public schools in a meaningful and timely manner, provide non-public participants genuine access to equitable services and equal expenditure of funds.

PRO CHILDREN ACT OF 1194 ASSURANCE

I hereby acknowledge that the LEA of which I am the authorized representative, has adopted the provisions of the Pro-Children Act of 1994. The Pro-Children

Act requires that smoking not be permitted in any indoor facility used routinely or regularly for the provision of childrens' services to persons under age 18, if the services are funded by specified Federal programs either directly or through State or local governments.

GUNFREE SCHOOLS ACT ASSURANCE

I hereby acknowledge that the LEA, of which I am the authorized representative, has adopted a Gun Free Policy that is in compliance with State Laws.

CHILD INTERNET PROTECTION ACT

I hereby certify that the LEA will comply with the Child Internet Protection Act.

CONSTITUTIONALLY PROTECTED PRAYER IN PUBLIC SCHOOLS CERTIFICATION

I hereby certify that the LEA, of which I am the authorized representative, has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in its public elementary and secondary schools.

As a condition of receiving funds under terms of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by Section 9524 of the No Child Left Behind Act of 2001, this certification is required by October 1st of each year. The Nebraska Department of Education in its role as the official public education state agency in Nebraska will annually send to the U.S. Secretary of Education a list of those LEAs in Nebraska that have not submitted the required certification or against which complaints have been made that the LEA is not in compliance with this provision.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and Implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of an cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 -

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause and default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230; Section 200.501.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

GEPA STATEMENT

The LEA or other eligible applicants will meet the requirements of section 442 and section 427 of the General Education Provisions Act (GEPA, 20 U.S.C. 1232(e) & 1228(a)). Meaning that during the entire duration of time that the entity is receiving funding under this grant, the LEA or other eligible applicant will:

Ensure that each program will be administered in accordance with applicable statutes, regulations, program plans, and applications;

Take steps necessary to remove barriers that can impede equitable access or participation based on gender, race, national origin, color, disability, or age;

Ensure that it has taken steps to ensure equitable access to, and participation in, its federally-assisted programs for students, teachers, and other program beneficiaries with special needs

Based on local circumstances, the LEA or other eligible applicant has determined whether these or other barriers may prevent your students, teachers or other program beneficiaries from such access or participation in grant funded activities and should barriers exist, put plans in place to address such barriers.

- By checking this box and saving the page, the applicant hereby certifies that he/she has read, understood and will comply with the attestations and assurances listed below, as applicable to the program(s) for which funding is requested.

TIP: PRINT FOR REFERENCE WHEN ASSURANCING AND CONTRACTUALLY AGREEING THAT ALL INTERNAL CONTROLS MEASURES REFERENCED EXIST FOR THE ENTITY.

A. AUDITOR REQUIRED CLAUSES

1. RISK ASSESSMENT, MONITORING AND REMEDIES:

Risk assessments per 2 CFR 200.332 (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency). Sub-Recipient agrees to comply with Monitoring per 2 CFR 200.332 (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 200.521.
 - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and

- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in 200.425.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies per 2 CFR 200.339. If a non-Federal entity fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.208. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

2. RETENTION AND INSPECTION OF RECORDS:

200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

200.337 Access to records

(a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) Extraordinary and rare circumstances. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under 200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

3. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipients fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Nebraska Department of Education
Office of Budget and Grants Management
Grant Compliance Section
500 S. 84th, 2nd Floor
Lincoln, NE 68510-2611

A school district shall have financial and compliance audits performed at every year. The audits shall be performed in accordance with generally accepted governmental auditing standards. The audits may be done by a private firm authorized by law to audit the financial records of school districts.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipients regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate. Per 2 CFR 200.332 (a)(5)

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards 2 CFR Part 200 Subpart E.

Tribal schools and other Tribal entities that do not submit their audits to the Nebraska Department of Legislative Audit must provide a copy of their audit report to the Nebraska Department of Education. Schools that are Tribally-operated under BIE contracts or grants are subject to the single audit requirements.

A copy of the audit should be sent to:

Nebraska Department of Education
Office of Budget and Grants Management
Grant Compliance Section
500 So. 84th, 2nd Floor
Lincoln, NE 68510-2611

4. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth below.

- A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

5. GRANT CLOSEOUT:

The Federal awarding agency or pass-through entity will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. If the non-Federal entity fails to complete the requirements, the Federal awarding agency or pass-through entity will proceed to close out the Federal award with the information available. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

- The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.
- a. Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - b. The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for costs meeting the requirements in Subpart E of this part under the Federal award being closed out.
 - c. The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see 200.346, for requirements regarding unreturned amounts that become delinquent debts.
 - d. Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
 - e. The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 200.310 through 200.316 and 200.330.
 - f. When a recipient or subrecipient completes all closeout requirements, the Federal awarding agency or pass-through entity must promptly complete all closeout actions for Federal awards. The Federal awarding agency must make every effort to complete closeout actions no later than one year after the end of the period of performance unless otherwise directed by authorizing statutes. Closeout actions include Federal awarding agency actions in the grants management and payment systems.
 - g. If the non-Federal entity does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, the Federal awarding agency must proceed to close out with the information available within one year of the period of performance end date.
 - h. If the non-Federal entity does not submit all reports in accordance with this section within one year of the period of performance end date, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per 200.339.
 - i.

B. STANDARD CLAUSES:

6. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

7. COST PRINCIPLES:

The Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in Cost Principals in 2 CFR Subpart E.

8. TERMINATION:

Termination per 2 CFR 200.340 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either

(i) Has exhausted its opportunities to object or challenge the decision, see 200.342; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 and 200.345.

9. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim

against the State.

10. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except through the Grants Management System, or in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

11. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, state of Nebraska.

12. SUPERSESSION:

Per 2 CFR 200.104 Supersession.

As described in 200.110, this part supersedes the following OMB guidance documents and regulations under title 2 of the Code of Federal Regulations:

- (a) A-21, Cost Principles for Educational Institutions (2 CFR part 220);
 - (b) A-87, Cost Principles for State, Local and Indian Tribal Governments (2 CFR part 225) and also FEDERAL REGISTER notice 51 FR 552 (January 6, 1986);
 - (c) A-89, Federal Domestic Assistance Program Information;
 - (d) A-102, Grant Awards and Cooperative Agreements with State and Local Governments;
 - (e) A-110, Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (codified at 2 CFR 215);
 - (f) A-122, Cost Principles for Non-Profit Organizations (2 CFR part 230);
 - (g) A-133, Audits of States, Local Governments and Non-Profit Organizations; and
 - (h) Those sections of A-50 related to audits performed under subpart F of this part.
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement,

13. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

14. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth in this Agreement. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

15. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

Per 2 CFR 200.331 Subrecipient and contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

- (a) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for Subaward in 200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient

include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of contract in 200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

16. STATES RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

17. CONFLICT OF INTEREST:

Per 2 CFR 200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

18. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Per 2 CFR 200.214 Suspension and debarment.

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Per 2 CFR 200.343 Effects of suspension and termination.

Costs to the non-Federal entity resulting from financial obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination,

are not in anticipation of it; and

(a) The costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect

C. AGENCY OR GRANT SPECIFIC CLAUSES:

20. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

The State agrees to provide technical assistance per 2 CFR 200.332 (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

21. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the States rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the States monitoring activities.

(1) Providing subrecipients with training and technical assistance on program-related matters

22. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipients failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

23. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of Nebraska, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, State Proprietary Information shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the States information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of States officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the States information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of Nebraska. States Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that partys rights under this agreement. Sub-Recipient

acknowledges that the State and its agencies are public entities and thus are bound by Nebraska open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the Nebraska open records or open meetings laws, including but not limited to posting this Agreement on the States website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

25. PRIVACY

The Grantee assures to comply with all relevant laws relating to privacy and protection of the individual rights under section 444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly known as the Family Education Rights and Privacy Act of 1974).

- By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

When completing assurances below, read the assurance and check the box to indicate that the LEA understands and intends to comply with the corresponding program requirements. The LEA must agree to all assurances understanding that if certain requirements don't apply to the LEA's current context, that the LEA would meet the requirements if the situation were to become applicable.

The LEA will ensure that each program covered by this application will be administered in accordance with all applicable statutes, regulations, program plans, and requirements delineated in this application.

The LEA will ensure that these emergency relief funds allocated to the LEA will only be used to address the impact that the Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on public and non-public elementary and secondary schools in the LEA. This includes both continuing to provide educational services, such as remote learning, while schools and campuses are closed, and developing and implementing plans for the return to normal operations.

The LEA will ensure that the remaining allocated ARP - ESSER III funds will only be used for activities allowable under section 2001(d)(2)(e) of the American Rescue Plan Act of 2021.

The LEA will ensure that the ARP - ESSER III funds will not be used for 1) subsidizing or offsetting executive salaries and benefits of individuals who are not employees of the SEA or LEAs or 2) expenditures related to state or local teacher or faculty unions or associations.

The LEA will ensure that ARP- ESSER III funds will be used for purposes that are reasonable, necessary, and allocable under the ARP Act.

The LEA will comply with maintenance of equity provision in section 2004(c) of the American Rescue Plan Act of 2021.

The LEA will ensure that the ARP - ESSER III funds will not be used for 1) subsidizing or offsetting executive salaries and benefits of individuals who are not employees of the SEA or LEAs or 2) expenditures related to state or local teacher or faculty unions or associations. Similarly, to the CARES and CRRSA, ARP funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

The LEA will ensure that ARP- ESSER III funds will be used for purposes that are reasonable, necessary, and allocable under the ARP Act and pursuant to 2 CFR 200.403-405 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The LEA will comply with, all reporting requirements at such time, in such manner, and containing such information as reasonably, including on matter such as: LEA uses of funds to meet students social, emotional, and academic needs, including through summer enrichment programming and other evidence-based interventions, and how they advance equity for underserved students; LEA uses of funds to sustain and support access to early childhood education programs, impacts and outcomes (disaggregated by student subgroup) through use of ARP ESSER funding (e.g., quantitative and qualitative results of ARP ESSER funding,

The LEA ensures records pertaining to the ARP ESSER award under 2 C.F.R. 200.334 and 34 C.F.R. 76.730, including financial records related to use of grant funds, will be retained separately from other grant funds, including funds that an SEA or LEA receives under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA)

The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

The LEA will meet the requirements of section 442 and section 427 of the General Education Provisions Act (GEPA, 20 U.S.C. 1232(e)) & 1228(a)). Meaning that during the entire duration of time that the entity is receiving funding under ARP - ESSER III, the LEA will:

Ensure that it has taken steps to ensure equitable access to, and participation in, its federally-assisted programs for students, teachers, and other program beneficiaries with special needs;

Ensure that each program will be administered in accordance with applicable statutes, regulations, program plans, and applications;

Ensure that control of funds and property acquired using ARP ESSER III program funds will be maintained and administered by the appropriate public agency;

Ensure that fiscal control and fund accounting procedures will be used to ensure proper disbursement of, and accounting for, federal funds;

Report to the state agency or board and to the Secretary as may be needed for the state agency or board and the Secretary to perform their duties under each program, and each LEA will maintain records (as required in Section 443 of the General Education Provisions Act (GEPA)) and provide access to those records as the state board, state agency, or Secretary deems necessary to carry out their responsibilities;

Provide opportunities for the participation in, planning for, and operation of each program by teachers, parents, and other interested agencies, organizations, and individuals;

Ensure that applications, evaluations, plans, or reports related to each program will be made available to parents and the public;

Ensure that facilities constructed under any program will be consistent with overall state construction plans and standards and with the requirements of Section 504 of the General Education Provisions Act (GEPA): Overview and Issues Congressional Research Service 12 Rehabilitation Act of 1973 in order to ensure that the facilities are accessible to and usable by individuals with disabilities;

The LEA has adopted effective procedures for acquiring and disseminating information and research regarding the programs and for adopting, where appropriate, promising educational practices to teachers and administrators participating in each program; and

Ensure that none of the funds expended under any applicable program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.

The LEA will be in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in 2 CFR, including Subpart D Post Federal Award Requirements (2 CFR 200.300-345) and Subpart E Cost Principles (2 CFR 200.400-475).

The LEA will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

The LEA will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.

The LEA will ensure no lobbying or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; 34 C.F.R. Part 82.

Maintenance of Equity (MEQ)

The ARP [\(section 2004\(b\) and \(c\)\)](#) contains both State and LEA maintenance of equity (MEQ) requirements for each of FYs 2022 and 2023.

LEAs must follow maintenance of equity (MEQ) and ensure that the highest-poverty schools are not disproportionately underfunded nor understaffed (in terms of FTEs). Additional guidance will be made available as it is released by the USED.

MEQ is a new requirement at both the LEA and SEA level, however, it will prevent LEAs from disproportionately underfunding and understaffing (in FTE) the highest-poverty districts.

(c) Local Educational Agency Maintenance Of Equity For High-Poverty Schools.

(1) IN GENERAL. As a condition of receiving funds under section 2001, a local educational agency shall not, in fiscal year 2022 or 2023

- (A) reduce per-pupil funding (from combined State and local funding) for any high-poverty school served by such local educational agency by an amount that exceeds
- (i) the total reduction in local educational agency funding (from combined State and local funding) for all schools served by the local educational agency in such fiscal year (if any); divided by
 - (ii) the number of children enrolled in all schools served by the local educational agency in such fiscal year; or
- (B) reduce per-pupil, full-time equivalent staff in any high-poverty school by an amount that exceeds
- (i) the total reduction in full-time equivalent staff in all schools served by such local educational agency in such fiscal year (if any); divided by
 - (ii) the number of children enrolled in all schools served by the local educational agency in such fiscal year.

Assurance Summary[ARP ESSER III Instructions](#)

The authorized representative of the applicant certifies that he or she has read, understood and will comply with all of the provisions of the following assurances.

*** Unless otherwise noted, these checkboxes will be automatically filled in as each of the separate certifications/assurances have been saved.**

- Plan for Safe Return Assurances
- Use of Funds and Consultation Assurances
- Learning Loss Assurances
- Instructional Materials Assurances
- American Rescue Plan ESSER III Assurances
- Common Assurances
- Standard Agreement Clauses

- The LEA/Agency assures to the Nebraska Department of Education that it has a current and valid registration in the System for Award Management (SAM) and that it will not be allowed to lapse, if expiring during the grant period being applied for. Such registration includes an accurate nine-digit zip code (zip plus four) for the Data Universal Numbering System (DUNS) supplied to the Nebraska Department of Education that the zip plus four has been validated at the following website: [Federal Contractor Registry](#)

The assurances were fully agreed to on this date: 6/2/2021

These assurances have been agreed to by: Margaret Sandoz

American Rescue Plan (ARP) ESSER III Grant Funds - GEPA Information

In order to receive federal funding the LEA must comply with the requirements of Section 427 of GEPA (Department of Educations General Education Provisions Act) (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.

1. Check the box if the school district has a GEPA Statement that covers all of the information listed above.

Upload a copy of the Districts GEPA Statement below.

To find out more information about a GEPA Statement, use this link: [Department of Education's General Education Provisions Act \(GEPA\)](#)

Upload a copy of the Districts GEPA Statement below.

[ESSER CRRSA GEPA-20210416093539-msandoz-20210823030102-msandoz.docx](#)

[ESSER III GEPA Niobrara May 2023-20230505104345-msandoz.docx](#)

[ESSER III GEPA Niobrara-20210827092523-msandoz-20230626115812-msandoz.docx](#)

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Choose File no file selected

American Rescue Plan (ARP) ESSER III Grant - Amendment Description

Please describe what has changed. Character Counter: ([count] of 1000 maximum characters used.)

Updating with actual uses and expenses. (Worked with Dottie on this)

The application has been approved.

Assurances were agreed to on:	6/2/2021
Consistency Check was run on:	6/26/2023
Data Entry / BookKeeper	
LEA Superintendent submitted the Application to NDE on:	6/26/2023
NDE Reviewer completed on:	6/26/2023
LC Approval completed on:	6/26/2023

Application History (Read Only)

Status Change	UserId	Action Date
Final Approved	Beth Wooster (bwooster)	06-26-2023 3:27 PM
In Process	Dottie Heusman (heusmanD)	06-26-2023 1:24 PM
Submitted to NDE	Margaret Sandoz (msandoz)	06-26-2023 12:22 PM
Consistency Check	Margaret Sandoz (msandoz)	06-26-2023 12:22 PM
Returned for Changes	Dottie Heusman (heusmanD)	05-08-2023 10:11 AM
Submitted to NDE	Margaret Sandoz (msandoz)	05-05-2023 10:45 AM
Returned for Changes	Beth Wooster (bwooster)	05-05-2023 10:30 AM
In Process	Dottie Heusman (heusmanD)	05-05-2023 9:13 AM
Submitted to NDE	Margaret Sandoz (msandoz)	05-04-2023 2:01 PM

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The application has been approved. No more updates will be saved for the application.

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Requested Print Jobs

[Requested by Margaret Sandoz on 7/25/2023 8:36:46 AM](#)

Completed Print Jobs

[Completed - Margaret Sandoz on 7/25/2023 9:00:53 AM](#)

[Completed - Margaret Sandoz on 7/25/2023 9:01:39 AM](#)