

FY22 Alaska Pre-Elementary Grant Assurances



Alaska Department of Education & Early Development
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Form # 05-22-006

ALASKA PRE-ELEMENTARY PROGRAM GENERAL ASSURANCES

This packet of assurances represents all assurances required for the Alaska Pre-Elementary Grant Application for FY22. Assurances form a binding agreement between the grantee and the Alaska Department of Education & Early Development that assures all legal requirements are met in accordance with state and federal laws, regulations, and rules. These assurances apply to program activities and expenditures of funds. Compliance to general and specific program assurances is the legal responsibility of the Pre-Elementary Grantee under the authorization of the local governing board.

The grantee must print this packet, have the authorized individual sign, date and upload in their DEED Grants Management System (GMS) Pre-Elementary Grant "Related Documents" section.

I. PROGRAM SUMMARY

The grantee agrees to provide services as detailed in the Alaska Pre-Elementary Application which is considered an essential part of this grant agreement.

II. ADMINISTRATIVE COSTS

Definition: Costs which are directly associated with Alaska Pre-Elementary administration, supervision, program management, and program development. Costs which are not directly associated with the required program components of education, nutrition, health services, social services, and parent involvement. The approved, administrative, supervisory, administrative staff support, program management, and program development costs shall include, but not be limited to, the costs of organization-wide planning, coordination, support, and the costs of occupying, operating and maintain the space utilized for these purposes.

Requirement: Administrative costs may not exceed 15% of the total Alaska Pre-Elementary funds. Additionally, the ratio of administrative costs must be tied to program expenditures.

Indirect cost allocation: Administration costs may be charged under an indirect cost rate, but only up to the 15% limit. If a grantee proposes to charge administration and development costs under an indirect cost rate, the grantee must submit a copy to the department of its federally approved indirect cost rate.

III. SPECIAL PROVISIONS

1. Follow regulations under 4 AAC 60.010 through 4 AAC 60.180.
2. Grantee will use DEED funded online child assessment tool to report child assessment data. The grantee will report assessment data at Winter and Spring checkpoints, due March 1 and June 1, 2022, respectively. All staff completing observations will be interrater reliable and complete the online assessment tool training modules. Child observations will be completed thoroughly according to the state guidelines.
3. All students enrolled in the pre-elementary program will be assigned an Alaska Student Identification Number (AKSID).
4. Grantee will submit Pre-Elementary Grant Annual Report on a form provided by DEED by June 30, 2022.
5. Meetings funded by the Alaska Pre-Elementary Grant are open to the public.
6. Alaska Pre-Elementary funds are to be used during the period of performance and may not be carried over.
7. Lobbying activities are prohibited.
8. The grantee ensures that homeless children have access to public preschool programs, administered by the State educational agency or local educational agency, as provided to other children in the State. [42 U.S.C. § 11432(g)(1)(F)(i) and § 11432(g)(6)(A)(iii)]

IV. PERSONNEL

The grantee agrees to:

1. Follow 4 AAC 12.300, ensuring that the lead Pre-Elementary teacher holds a valid teaching certificate.
2. Follow 4 AAC 04.220, ensuring all paraprofessionals meet paraprofessional standards.
3. Secure, at its own expense, all personnel required to perform the services under this grant. Such personnel shall not be employees of, nor have any contractual relationship with the department.
4. Perform all services required by this grant.

V. STANDARD PROVISIONS

1. **Grantee Certification:** By its signature on the grant agreement, the grantee certifies that it possesses lawful authority to accept grant funds from the State of Alaska and to execute the work described in this document.
2. **Grantee Not Officer, Employee, or Agent of the State:** The grantee and any agents and employees of the grantee are not officers or employees or agents of the state by virtue of their signing or performing under this grant agreement.
3. **Indemnification:** The grantee shall defend, indemnify, save, and hold harmless the State of Alaska and its officers, agents, members, and employees, from all claims, suits, or actions of any nature pertaining to this grant and arising out of the activities of the grantee or its subcontractors, agents, or employees.
 - a. In the event that any action, suit, or proceeding is brought against the state, upon any matter herein indemnified against, the state shall, as soon as practicable, provide written notice of such action to the grantee by certified mail.
4. **Notification of Change:** A grantee shall notify the department in writing of a change in key grant administration personnel and contact information either before the change or within 30 days of the change.
5. **Materials Developed with Grant Funds:** Materials developed with grant funds are the property of the state. A final copy of the material must be sent to the department for statewide dissemination, if appropriate. Such material shall contain an acknowledgment of the use of state funds in the development of that material.
6. **Administration:** A grantee shall properly administer its grant in compliance with the provisions of this grant agreement whether or not the grantee has subcontracted any administrative duties to another agency or individual. Administration of an allowable activity not specified in this grant agreement will be subject to department approval before implementation.
7. **Grant Agreement Amendments:** Grant agreement amendments, to be binding on both the state and the grantee, must be made in formal amendment format.
8. **Subcontracts:** A grantee may subcontract with an individual or organization for the performance of program activities within its grant boundaries, if the grantee:
 - a. complies with its documented procurement procedures;
 - b. obtains prior approval of the department before entering into the subcontract;
 - c. maintains an original copy of the executed subcontract as part of its grant file; and
 - d. assumes full responsibility for all actions of the subcontractor performed under the subcontract.
9. **Reasonable and Necessary Costs:** A grantee will be reimbursed for actual costs that are reasonable, necessary, directly related to the performance of the grant, and within the terms of this agreement. Expenditures of grant funds will be documented in the grantees' files by contractual, billing and payment records.
10. **Budget:** The grantee must provide a budget and narrative description by line. The grantee is allowed to exceed a budget line by no more 10% before a budget revision is required.

11. **Valid Expenditure Dates:** Reimbursable program costs must be incurred during the grant period. A grantee shall not use current year grant funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed during the grant period in which the audit is completed.
12. **Travel and Per Diem:** A grantee may request reimbursement for travel and per diem expenses at a maximum equal to that provided to state government employees traveling in a specific geographic area, which follow IRS rates outside of Alaska, in-state travel per diem is \$45 on the first and last day of travel and \$60 per day in between. More information can be found on the [Department of Administration’s travel webpage](#).
13. **Separate Accounts:** The grantee shall keep record of this grant separate from all other fiscal and program records by state fiscal year.
14. **Monitoring and Evaluation:**
 - a. The department will, at its discretion, monitor, inspect, and evaluate the performance and progress of a grant.
 - b. A grantee shall provide the department, its designee, or independent auditors with access to its documents, papers, and records, and to those of the subcontractor.
15. **Termination:** The department may terminate a grant, in whole or in part, before the end of the grant period if the grantee fails to comply with the terms of the grant. To terminate a grant, the department will provide the grantee with 14 days written advance notice prior to termination stating the reasons for the termination, the effective date, and if the termination is partial, the portion of the grant to be terminated.
 - a. The department will, at its discretion, terminate a grant at any time, in whole or in part, with the written consent of the grantee. The grantee may terminate a grant before the end of the grant period, upon 14 days written notification to the department, stating the reasons for the termination and the effective date.
16. **Records Retention:** The grantee shall maintain grant and subcontract records, including records of the receipt and disposition of grant income, for a period of at least three years.
 - a. The retention period for each year's records will begin at the date the grant terminated; and
 - b. The grantee shall retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending.
17. **Enforcement:** The failure of the department to enforce any provision of this grant agreement shall not constitute a waiver by the state of that or of any other provision.

BY MY SIGNATURE I AM ASSURING THAT:

1. I am an authorized pre-elementary representative, and
2. The district will comply with all assurances stated above, and
3. This signed and dated FY22 Alaska Pre-Elementary Assurance Packet has been uploaded into the DEED Grants Management System (GMS) under “Related Documents.”

Signature of Authorized Representative

Date

Printed Name of Authorized Representative