

Incorporated Documents:

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Exhibit A - AB 495**Approved Budget**

Object Code	Object Code Description	Organization	Total	Narrative Description
100	Salaries	TEACH Las Vegas	\$47,250.00	TEACH LV- Salary for Two Lead Tutors for the After School Program who will focus on remediation, targeted interventions and small group instruction. These tutors will serve students in grades K-8 at TEACH LV participating in the after school program at an estimated hourly rate of \$30.00 per hour. 1,575 hours at \$30 per hour = total of \$47,250.
100	Salaries	TEACH Las Vegas	\$120,000.00	TEACH Las Vegas- Salary for a Literacy Specialist to serve students in grades K-8 with literacy skills and support teachers in grades K-8 to imbed literacy instruction throughout the curriculum. \$80,000 annual base salary per year for 1.5 Years = total of \$120,000. The remaining amount will be funded with other sources.
100	Salaries	TEACH Las Vegas	\$120,000.00	TEACH Las Vegas - salary 1.5 FTE English Language Coordinator to support and provide specialized instruction and assessments to EL students in grades level K-8 at TEACH LV. 1.50 FTE x \$80,000 base salary = total of \$120,000.
100	Salaries	TEACH Las Vegas	\$47,250.00	TEACH Las Vegas- Salary for tutors to provide targeted interventions and tutoring for students at TEACH LV grades K-8 in the after school program. Hourly rate at \$20.00 per hour x 2,362.50 hours = total of \$47,250.
612	Non-Technology Items of Higher Value	TEACH Las Vegas	\$4,000.00	TEACH Las Vegas- 4 computer carts for Grades K-8 for the After School Program. Chromebooks will provide students with online instruction and remediation designed to close the achievement gap. The computer carts will be used to charge and store the Chromebooks. 4 computer carts x \$1,000 per cart = total of \$4,000.
652	Technology Items of Higher Value	TEACH Las Vegas	\$27,485.00	TEACH Las Vegas- 115 HP Chromebook 11G9 for Grades K-8 for the After School program. Chromebooks will be used in the after school program to provide remediation and targeted interventions to students in grades K-8 . 115 Chromebooks x \$239.00 per Chromebook = total of \$27,485.00
653	Web-Based and Similar Programs	TEACH Las Vegas	\$515.00	TEACH Las Vegas- portion of IXL Licenses for 115 TEACH LV students in grades K-8 in the after school program. The curriculum targets specific learning deficits through online curriculum. IXL license at \$13.48 per student x 115 students = \$1,550.20, of which a portion will be paid at \$515.00. Remaining amounts to be paid by other funding.
		Totals	\$366,500.00	

Exhibit B - AB 495
Certifications & Assurances

SECTION A: GENERAL PROVISIONS AND ASSURANCES

This section is applicable to all recipients who receive funding from the Governor's Finance Office (GFO) under the American Rescue Plan Act (ARPA), Coronavirus State Fiscal Recovery Funds (CSFRF) allocations. By signing the cover of this packet, the recipient attests that all information contained in this award is true and correct. The recipient agrees to abide by and remain in compliance with the following:

1. The recipient must comply with all applicable State Statutes, Regulations, applicable legislation, and Executive Orders and ensure compliance of subrecipients.
2. The recipient must comply with: the American Rescue Plan Act, grant policies, standards of grant administration and management, subaward instructions and requirements and related guidance by other parties, and must ensure these requirements are included in any agreements it enters into with other parties relating to SFRF.
3. The recipient acknowledges and agrees that compliance with these assurances and terms constitutes a condition of continued receipt of federal financial assistance and is binding upon recipient and recipient's successors, transferees, and assignees for the period in which such assistance is provided.
4. The recipient must ensure all subrecipients and contractors are enrolled in the Federal System Award Management (SAM.gov) as required by the Federal Funding Accountability and Transparency Act. All contracts and subawards must be reviewed by GFO prior to any approvals.
5. The recipient must adhere to the U.S. Treasury's guidance of allowable uses for CSFRF in COVID-19 pandemic response or recovery activities.
6. The recipient acknowledges that failure to meet any condition within this award including meeting the scope of work may result in withholding of reimbursement payments, disqualification of future funding, and/or termination of current funding.
7. Capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds and must be specifically approved in writing by the Governor's Finance Office. Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting.
8. The recipient agrees to fully cooperate with all GFO inquiries including, but not limited to utilization, management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
9. The recipient shall cooperate in any enforcement or compliance review activities by the US Department of the Treasury relating to this funding. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
10. Recipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the recipient and the recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1. The recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint,

pending, or completed, including outcome. Recipient also must inform the Department of the Treasury if recipient has received no complaints under Title VI.

2. The recipient must provide documentation of an administrative agency or court's findings of noncompliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the recipient and the administrative agency that made the finding. If the recipient settles a case or matter alleging such discrimination, the recipient must provide documentation of the settlement.
3. If the recipient makes subawards to other agencies or other entities, the recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
4. Recipient understands that making false statements or claims in connection with this allocation is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
5. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
6. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), recipient should encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION B: TERMS AND CONDITIONS

Use of Funds

1. Recipient understands and agrees that the funds disbursed under this allocation may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
2. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
3. Pre-allocation costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this allocation.
4. Recipient may use funds provided under this allocation to cover both direct and indirect costs according to approved budget. Changing line items between budget categories require prior approval by the GFO and must be documented in writing. Approval must be received prior to any expenses being incurred. GFO reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.
5. The recipient is not required to provide cost sharing or matching of funds.
6. Any funds not obligated or expended for eligible uses by the timeline must be returned to GFO, including any unobligated or unexpended funds that have been provided to subrecipients and contractors, as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). Any debts determined to be owed to the Federal Government must be paid promptly by the State of Nevada. GFO will take any available actions to collect such a debt.
7. Recipients must identify ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.
8. Recipient is not responsible for reporting to the Federal Funding Accountability and Transparency Sub Award Reporting System (FSRS) through FSRS.gov.

Maintenance of and access to records

1. Recipient agrees to maintain records and financial documents sufficient to evidence compliance with section 602(c), U.S. Treasury's regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.
2. The U.S. Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of recipient in order to conduct audits or other investigations.
3. Records shall be maintained for a period of five (5) years from the date of the state's final report, return of unused funds to the U.S. Treasury, or resolution of outstanding disputes, whichever is later. This date is currently estimated to be March 31, 2031; recipients should confirm the destruction date with GFO before destroying any applicable records.
4. Any publications produced with funds from this allocation must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLFRFP2634 allocated to the State of Nevada by the U.S. Department of the Treasury."

3. Compliance with Applicable Law and Regulations

1. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by U.S. Treasury pursuant to section 602(f) of the Act, and guidance issued by U.S. Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable Federal and State statutes, Regulations, and Executive Orders, recipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this fund allocation.
2. Federal regulations applicable to this allocation include, without limitation, the following:
 - i.
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions Treasury may determine are inapplicable to this allocation and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this allocation.
 - b. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - c. Universal Identifier and Federal System for Award Management (SAM.gov), 2 C.F.R. Part 25, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart 8) that the allocation is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the allocation term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. All applicants are required to engage in a competitive bidding process for supported services, facilities, or equipment as applicable, consistent with the requirements set forth in 200 CFR 200.317 - 2 CFR 200.327.
 - g. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - h. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - i. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - j. Generally applicable Federal Environmental laws and regulations.
 - k. Statutes and regulations prohibiting discrimination applicable to this allocation include, without limitation, the following:
 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4. Protections for Whistleblowers

1. In accordance with 41 U.S.C. § 4712, recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a Treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
3. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Exhibit C - AB 495

Reimbursement Requests and Reporting Requirements

As a condition of receiving sub-granted funds from the SPCSA, the Subrecipient agrees to the following conditions:

1. Requests for Reimbursement are due on a monthly basis, based on the terms of this subgrant award, no later than the 15th of each subsequent month. If there has been no fiscal activity in a given month, a Request for Reimbursement claiming zero dollars is required to be submitted for the month.
2. Reimbursement is based on actual expenditures incurred during the period being reported.
3. Reimbursement Requests must be submitted with all SPCSA-required supporting back up documentation. The SPCSA has the authority to ask for additional supporting documentation at any time and the information must be provided within five (5) business days of the request.
4. All documentation, such as invoices or contracts, etc., should be maintained at the Subrecipient's principle place of business and readily available for examination upon request. If not, the Subrecipient must bear the cost of making original documents available for examination by the SPCSA. Subrecipients generally must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant or may reasonably be considered pertinent to a grant for a period of six years from the end date of the subgrant award.
5. Requests for advance of payment will not be considered or allowed by the SPCSA.
6. Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.
7. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for state officers and employees. It is the policy of the Board of Examiners to restrict contractors/subrecipients to the same rates and procedures allowed state employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
8. Reimbursement may not be processed without all required programmatic reporting being current.
9. All reports of expenditures and requests for reimbursement processed by the SPCSA are subject to audit.
10. Reimbursement requests must be submitted only for expenditures approved in the budget. Any additional expenditure beyond what is allowable based on approved line item budget amounts, without prior written approval by the SPCSA, may result in denial of reimbursement.
11. The SPCSA reserves the right to hold or deny reimbursement under this subgrant until or unless any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the SPCSA.
12. Final reimbursement requests are due to the SPCSA no later than 15 calendar days from the end of the subgrant period.
13. The Subrecipient is subject to annual risk assessment and related subrecipient monitoring activities performed by the SPCSA.
14. Onsite subrecipient monitoring (minimum once every three years) is a requirement for receiving funding from the SPCSA.
15. The SPCSA may apply remedies for noncompliance with federal statutes, or the regulations, terms, or conditions of a federal award according to 2 CFR 200.338.
16. Any activities that deviate from the scope of work/goals and objectives identified in submitted subaward application documents and the approved subaward budget require an amendment.
17. Changes in the total amount obligated for a budget detail item that exceeds the current amount approved requires an amendment.
18. The Subrecipient may submit subaward amendment requests according to SPCSA policies and procedures.