

RETURN SIGNED ORIGINAL DOCUMENT TO:
 Arizona Department of Education
 Attn: Grants Management, Bin 3
 1535 W. Jefferson St.
 Phoenix, AZ 85007
 Inquiries: grants@azed.gov
 Phone: (602) 542-3470 Fax: (602) 542-3264



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**FY 2014
 GENERAL STATEMENT OF ASSURANCE**

A General Statement of Assurance must be filed annually with the Superintendent of Public Instruction in order to participate in any Arizona Department of Education administered program. Only those that sign this document will have the ability to authorize other documents to ADE on behalf of their organization. Individuals signed to this document will be given a User ID with ADE to send official documents electronically.

Please complete the following information on your organization:

Name of Educational Agency	Amphitheater Unified District	CTDS	100210000
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Mailing Address					
Address	701 W Wetmore				
City	Tucson	State	AZ	Zip Code	85705
Phone Number	5206965000	Email Address			
Payment Address					
Address	Pima County Treasurer				
City	Tucson	State	AZ	Zip Code	85701

ASSURANCES

The parties referred to in this document are the United States Department of Education, the Bureau of Indian Affairs of the United States Department of Interior, the United States Department of Agriculture, and the United States Department of Labor, all herein referred to as the "DEPARTMENT," and the State Board of Education of the State of Arizona, herein referred to as the "STATE AGENCY," and the local educational agency, herein referred to as the "SUBGRANTEE,"

Amphitheater Unified District

The STATE AGENCY may make funds available to the SUBGRANTEE for programs operated by the SUBGRANTEE in accordance with requirements and regulations applicable to such programs. Misrepresentation of information on grant applications can result in termination of program participation.

Consistent with 34 C.F.R. Sections 76-85, the SUBGRANTEE assures, if awarded a grant, sub-grant, or contract:

1. That the SUBGRANTEE will accept funds in accordance with applicable Federal and State statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto.
2. That the control of funds provided to the SUBGRANTEE under each program and title to property acquired with those funds will be in a designated eligible recipient and that a designated eligible recipient will administer those funds and property.
3. That the SUBGRANTEE has the necessary legal authority to apply for and receive the proposed grant or sub-grant and enter into the contract.
4. That the SUBGRANTEE will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organization" utilizing generally accepted accounting principles (GAAP). That the SUBGRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.
5. That the SUBGRANTEE will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program.
6. That the SUBGRANTEE will make reports to the STATE AGENCY and to the DEPARTMENT as may reasonably be necessary to enable the STATE AGENCY and DEPARTMENT to perform their duties (e.g. Monthly cash management report, completion report, other required reports by a program)
7. That the SUBGRANTEE will maintain records, including the records required under Section 443(a) of the General Education Provisions Act ("GEPA"), 20 U.S.C. § 1232f, and provide access to those records as the STATE AGENCY or DEPARTMENT and the Comptroller General or any of their authorized representatives in the conduct of audits authorized by Federal Law or State Statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information.
8. That the SUBGRANTEE will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals in the planning for and operation of each program.

9. That any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and to other members of the general public.

10. That in the case of any project involving construction, the project is not inconsistent with overall State plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973 and applicable provisions of Chapter 4 of Title 34, A.R.S., in order to ensure that facilities constructed with Federal (which become subsequently State) funds are accessible to and usable by handicapped individuals.

11. That the SUBGRANTEE has adopted effective procedures for: Acquiring and disseminating to teachers and administrators participating in each program, significant information resulting from educational research, demonstration and similar projects; and Adopting, if appropriate, promising educational practices developed through those projects.

12. That no person shall, on the ground of race, color, national origin, handicap, or sex be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity for which the SUBGRANTEE receives Federal financial assistance. Admissions policies for private schools are understood and agreed to be part of such programs. In this vein, the SUBGRANTEE agrees to assure compliance with the Governor of Arizona's Executive Order 99-4 prohibiting discrimination in employment, as well as Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act (42 U.S.C. § 6101 *et seq.*); and the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 *et seq.*)

13. That the SUBGRANTEE may not use its Federal or State funding to pay for any of the following: A. Religious worship, instruction, or proselytization. B. Equipment or supplies to be used for any of the activities specified in paragraph 13A, herein. C. Construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for any of the activities specified in paragraph 13A, herein. D. An activity of a school or department of divinity. A school or department of divinity is defined in 34 C.F.R. § 76.532(b).

14. That no Federal funding may be used for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program.

15. That the SUBGRANTEE may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

16. That the SUBGRANTEE shall, to the extent possible, coordinate each of its projects with other activities that are in the same geographic area served by the project and that serves similar purposes and target groups.

17. That the SUBGRANTEE shall, to the extent possible, if its project includes activities to improve the basic skills of children, youth, or adults, coordinate its project with other basic skills activities that are in the same geographic area served by the project. Basic skills mean reading, mathematics, and effective communication, both written and oral.

18. That the SUBGRANTEE shall continue its coordination with the STATE AGENCY during the length of the project period.

19. The SUBGRANTEE shall cooperate in any evaluation by the DEPARTMENT.

20. That if a program so requires, provisions shall be made for the participation of children enrolled in private schools in the area to be served. Such provision shall:
A. Provide private school students with a genuine opportunity for equitable participation. B. Provide an opportunity to participate in a manner that is consistent with the number of eligible private school students and their needs. C. Maintain continuing administrative direction and control over funds and property that benefit students enrolled in private schools. D. Comply with the requirements of 34 C.F.R. §76.652 through 76.662.

21. That no provision of any law shall be construed to authorize the consolidation of any applicable program with any other program, such as the commingling of funds derived from one appropriation with those derived from another appropriation.

22. That funds will be used to supplement and not supplant State and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in the absence of such funds, be made by the SUBGRANTEE for educational purposes.

23. That the SUBGRANTEE will comply with all relevant laws relating to privacy and protection of individual rights including 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act of 1974).

24. That the SUBGRANTEE will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project.

25. That it shall maintain records for 5 years following completion of the activities for which the SUBGRANTEE uses the federal or state funding and which show: A. The amount of funds under the sub-grant or grant. B. How the SUBGRANTEE uses the funds. C. The total cost of the project. D. The share of that total cost provided from other sources

26. If real property or structures are provided or improved with the aid of Federal financial assistance, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer or sale of such property or structure. If personal property is so provided, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer, disposal and sale of such property.

27. That in the event of a sustained audit exception, and upon demand of the STATE AGENCY, the SUBGRANTEE shall immediately reimburse the STATE AGENCY for that portion of the audit exception attributable under the audit to the SUBGRANTEE, but shall also immediately reimburse the STATE AGENCY expenses in defending the audit exception, including and not limited to travel and attorney's fees, in an amount proportional to the amount of the audit exception attributable to the SUBGRANTEE. The SUBGRANTEE agrees to hold the STATE AGENCY harmless for any audit exception arising from the SUBGRANTEE's failure to comply with applicable regulations.

28. That the SUBGRANTEE is aware all Federal funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress and are subject to reduction or elimination by the United States Congress at any time, even following award and disbursement of funds. The SUBGRANTEE shall hold the STATE AGENCY harmless for any reduction or elimination of Federal funds granted to it. In the event of non-appropriation and notice, the SUBGRANTEE shall immediately cease further expenditures under any project.

29. That the SUBGRANTEE is in compliance with State and Federal laws and regulations.

30. This assurance is given in consideration of and for the purpose of obtaining any and all grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the SUBGRANTEE by the DEPARTMENT, through the STATE AGENCY, including installment payments, after such date on account of applications for financial assistance which were approved before such date. The SUBGRANTEE recognized and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees and assigns. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SUBGRANTEE.

31. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

32. That the SUBGRANTEE, if administering a program under the *No Child Left Behind Act of 2001*, by submitting its LEA Continuous Improvement Plan affirms that:

- Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities.
- The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes.
- The LEA will adopt and use proper methods of administering each such program, including (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- The LEA will cooperate in carrying out any evaluation of each such program conducted by or for the ADE, the US Secretary of Education, or other Federal officials.
- The LEA 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.
- The LEA will (a) submit such reports to the ADE (which shall make the reports available to the Governor) and the US Secretary of Education as required to enable the state and federal departments to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the ADE (after consultation with the Governor) or the US Secretary may reasonably require to carry out their duties.
- Before the final plan was submitted, the LEA consulted with teachers, researchers, school administrators, and parents, and, if appropriate, with education-related community groups, nonprofit organizations, and institutions of higher learning; and, the LEA afforded a reasonable opportunity for public comment on the plan and considered such comment.
- The approved Final Continuous Improvement Plan will be made available for public review.
- The LEA will use federal funds applied for under this plan only to supplement the funds that would, in the absence of federal funds, be made available from nonfederal sources, and not to supplant such funds.
- The LEA is in compliance with state law requiring expulsion from school for a period of no less than 1 year a student who is determined to have unlawfully brought a firearm to school, or to have unlawfully possessed a firearm at a school under the jurisdiction of the LEA, except that the chief administrating officer of an LEA is allowed to modify such expulsion requirements for a student on a case-by-case basis if such modification is in writing; and the LEA will provide to the ADE on an annual basis information surrounding any expulsion, including the name of the school concerned, the number of students expelled from such school, and the type of firearm(s) concerned.

33. That the SUBGANTTEE, if administering a program under Title I, affirms that:

- The LEA will inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from federal, state, and local sources and provide technical assistance and support to schoolwide programs.
- The LEA will work in consultation with schools as the schools develop and implement their schoolwide plans or undertake targeted assistance activities so that each school can make adequate yearly progress.
- The LEA will fulfill the LEA's school improvement responsibilities, including offering public school choice as outlined in Arizona's approved ESEA Flexibility Request.
- The LEA will take into account the findings of relevant scientifically based research of model programs for the educationally disadvantaged.
- The LEA will ensure that pre-schools funded by Title I will comply with the performance standards established under section 641A(a) of the Head Start Act.

- The LEA will comply with the requirements of section 1119 regarding the qualifications of teachers and paraprofessionals. The LEA will ensure that all paraprofessionals with instructional duties in any program supported by Title I funds, who are hired after January 8, 2002, will meet these requirements.
- The LEA will work in consultation with schools to develop and implement their plans or activities for parental involvement (section 1118) and qualifications for teachers and paraprofessionals (section 1119).
- The LEA will inform eligible schools of the LEA's authority to obtain waivers on the school's behalf under Title IX (section 1112).
- The LEA will coordinate and collaborate with the ADE with respect to a school's request for assistance in addressing factors significantly affecting student achievement that resulted in being identified for school improvement.
- The LEA will ensure that low-income students and minority students are not taught by unqualified, out-of-field, or inexperienced teachers at higher rates than other students.
- The LEA will use the results of the student academic assessments and other measures or indicators to review annually the progress of each school to determine whether all of the Title I schools are making the progress necessary to ensure that all students will meet the proficient level of achievement on AIMS.
- The LEA will ensure that the results from academic assessments, including AIMS, will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.
- The LEA will assist each Title I school in developing or identifying a high-quality, effective curriculum that is aligned to the Arizona Academic Standards.
- The LEA will require each principal of each Title I school – whether operating as a targeted assistance or schoolwide program – to attest annually that the school is in compliance with Section 1119 regarding the qualifications of its teachers and paraprofessional staff and will maintain such documentation at the school site and at the LEA office to be available by public request.
- The LEA will require each principal of each Title I school – whether operating as a targeted assistance or schoolwide program – to provide to each individual parent timely notice that the parent's child has been taught for four or more consecutive weeks by a teacher who is not highly qualified (section 1111(h)(6) PARENTS RIGHT TO KNOW, paragraph B).
- If required, the LEA can demonstrate that funds used in schools served under Title I, Part A provide services that, taken as a whole, are at least comparable to services in schools that are not receiving funds under Title I, Part A, by (a) a local educational agency-wide salary schedule; (b) a policy to ensure equivalence among schools in teachers, administrators, and other staff; and (c) a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

34. That the SUBGRANTEE, if administering a program for Education of Homeless Students, affirms that:

- The LEA will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
- The LEA will designate an appropriate staff person as an LEA liaison for homeless children and youths, to carry out the duties described in Title X, Part C, section 722, paragraph (6)(A).
- The LEA will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin in accordance with the provisions of Title X, Part C, section 722, paragraph (6)(J)(iii).
- The LEA will adopt policies and practices to ensure immediate enrollment of homeless children.

35. That the SUBGRANTEE, if administering a program under Title II, Part A, affirms that:

- The LEA will target funds to schools that (a) have the lowest proportion of highly qualified teachers; (b) have the largest average class size; or (c) are identified for school improvement.
- The LEA shall conduct a needs assessment for professional development and hiring with the involvement of teachers, principals, administrators, paraprofessionals, and other school personnel, including Title I teachers, to determine the activities required to give teachers the subject matter knowledge and teaching skills, and to give principals the instructional leadership skills to help teachers, to ensure students will meet the Arizona Academic Standards.

36. That the SUBGRANTEE, if administering a program under Title III, affirms that:

- The LEA will ensure that all teachers in any language instruction educational program for limited English proficient (LEP) children are fluent in English and any other language used for instruction, including written and oral communications skills.
- The LEA will comply with the parental notification provisions throughout the school year (section 3302).
- The LEA will annually assess the English proficiency of all limited English proficient (LEP) students using at least one of the four approved English language proficiency tests.
- The LEA program is designed to enable LEP students to speak, read, write, and comprehend the English language and to meet Arizona Academic Standards.
- The LEA is compliant with all Arizona state laws and rules and federal civil rights laws and rules regarding limited English proficient (LEP) students per sections 3126 and 3127.

37. That the SUBGRANTEE, if required, affirms that it will conduct timely and meaningful consultation with private school officials to provide services to eligible children attending private schools and to provide for participation in professional development by teachers and other instructional staff of private schools. (Note: Does not apply to Charter LEAs)

