##### **FY2019 ADULT EDUCATION INSTRUCTIONAL GRANTS**

# STATEMENT OF ASSURANCES FOR THE ABOVE LISTED FUND CODE

**Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(The Organization Name must match the Applicant Name on Lines A on the Standard Contract Form and Application for Program Grants, Program Unit Signature - Part I of Required Forms.)*

The adult education grant recipient assures DESE that:

1. The grant recipient will abide by the *FY2019* *Massachusetts Policies for Effective Adult Education Transitions to Community College*. ACLS reserves the right to update policies throughout the year and the program agrees to commit to updated policies. The failure of a program to demonstrate compliance with the policy requirements in the *FY2019* *Massachusetts Policies for Effective Adult Education Transitions to Community College* will have consequences, including but not limited to remedial action, withholding of funds, grant reduction, or grant termination.
2. The grant recipient will not use any funds made available from DESE/ACLS for the purpose of supporting or providing programs, services, or activities to individuals who are ineligible individuals;
3. The grant recipient will ensure that the services listed in the funded application are carried out as specified;
4. The grant recipient will maintain and document an appropriate and auditable matching share of not less than 30% of the grant award. Commitments made in FY18 to provide matching funds will be maintained in each subsequent year of this multi-year grant award period.
5. All costs associated with the *College for Success* and *Technology for College* courses (e.g., tuition, fees, texts, and other materials) shall be covered by grant and/or matching funds.
6. If applicable, AE services for criminal offenders within a correctional institution will prioritize serving individuals who are likely to leave the correctional institution within five years of participation in the program;
7. The grant recipient will sign and thereby agree to the local umbrella Workforce Development Board Memorandum of Understanding (MOU);
8. The grant recipient will agree to comply with the following Non-Discrimination Laws:
9. Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin;
10. Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act; and
11. The Americans with Disabilities Act of 1990 (Public Law 101-336).
12. The grant recipient understands its obligations under the ADA, and assures that its AE program(s) are ADA compliant. The recipient understands that the federal Americans with Disabilities Act, 42 U.S.C. 12101 et seq., places affirmative duties on public and private entities to ensure that individuals with disabilities can access and have equal opportunities to participate in all public services provided by AE programs. The grant recipient also understands that failure to comply with applicable provisions of the ADA may result in the loss of state and federal AE funding, and that the Department may inform the federal Office for Civil Rights (OCR) and the Massachusetts Commission Against Discrimination (MCAD) about issues of non-compliance.
13. The grant recipient will provide financial and data records as requested and understands that falsification of required documentation may trigger a data audit and/or fiscal audit or result in termination of the grant.

# PROGRAMMATIC ASSURANCES:

***The grant recipient assures DESE that:***

1. Students enrolled in the AE Transition to Community College grant program will have received either a General Educational Development credential, an Adult Diploma Program diploma, a United States high school credential, or a high school credential from outside the United States that has been certified by the Center for Education Documentation. All participants will be able to participate in postsecondary level academic classes conducted in English. (The only exception to this credential requirement is for dually-enrolled students in accordance with the ACLS dual enrollment policy.)
2. No fewer than 12 of the program’s grant-funded participants will have been previously enrolled in an DESE-funded adult learning program.
3. The community college will collaborate with DESE-funded AE programs to facilitate the successful transition of former AE students to the community college, and will maintain current and formal Memoranda of Agreement with its DESE-funded AE program partners, in accordance with the FY19 Guidelines for Memoranda of Agreement (MOA) Between AE Grant Recipients and Partnering Organizations (included as an appendix to the *FY19* *Massachusetts Policies for Effective Adult Basic Education Transition to Community College)*.
4. The community college and Transition program will work together to integrate both students and staff of the Transition program into the mainstream of all the community college’s activities and functions.
5. The community college will make available to its Transition program students degree credit courses free of charge.
6. The community college and its Transition program will work together where appropriate to collaborate in an effort to provide services to students and share resources.
7. Whenever the grant recipient collaborates with other providers in order to provide services, the collaboration is documented in a signed Memorandum of Agreement clearly delineating each partner's roles and responsibilities.
8. The community college’s Transition program will implement a cohort model as defined in the *FY19* *Massachusetts Policies for Effective Adult Basic Education Transition to Community College*, and will include a *College for Success* course, and if needed a *Technology for College* course.
9. When staff turnover occurs, the minimum required qualifications presented in the originally approved grant will be retained for replacement staff. The grant recipient is advised that the staff qualifications included in the grant application were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes to staff minimum requirements during the multi-year grant period require prior Departmental approval.
10. The grant recipient is advised that programmatic elements included in the grant application and approved grant award, including funded services and location of services, were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes during the multi-year grant period to services or their location require prior Departmental approval.
11. Student access to computers and technologies described in the application will be maintained throughout the multi-year grant period.

**We hereby certify all of the above:**

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| Typed Name | Signature of Chief Administrative Officer (Superintendent of Schools, President, Executive Director, or Sheriff) | Date |
|  |  |  |
| Typed Name | Signature of Chairperson of School Committee, Board, or Other Governing Body | Date |