STATEMENT OF ASSURANCES

Organization Name

The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (ESE) that the grant recipient will administer the program covered in the application in accordance with the provisions and conditions of all applicable federal and state statutes, regulations, program plans, and applications. The grant recipient assures ESE that:

ALL RECIPIENTS OF ALL STATE AND FEDERAL FUNDS

1. Where a private non-profit organization is the grant recipient:
   a) the governing board will be significantly independent of the director and will ensure proper and adequate review and approval of the program's expenditure of funds;
   b) no Board member, staff member, or other person affiliated with the grant recipient organization will sign any checks or authorize any payments to her/himself without written authorization of another officer of the Board with authority to do so;
   c) if the grant recipient allows paid staff to sign checks or to authorize certain payments without the co-signature of the Treasurer or other designated governing Board member, the grant recipient will provide ESE with a letter stipulating the terms and limits of such check writing or payment authorizing authority and will assure ESE that all disbursements will be made consistent with the terms and conditions contained in the letter; and
   d) an annual audit will be conducted and provided to ESE, with expenditures related to the ESE Adult Basic Education grant award clearly identified in its own, separate fund.

2. The grant recipient will not use the award funds to pay for expenses that have been paid for by any other state or federal award.

3. The grant recipient has adopted and will use effective procedures for: a) acquiring and disseminating information pertaining to educational research, demonstrations, and similar projects, and b) promoting promising educational practices developed through such projects.

4. The grant recipient will notify ESE should it find any new performance criteria and/or standards implemented after the inception of the grant performance period to be unacceptable or contradictory to its organizational goals. In such a case, the grant recipient, upon written notification to ESE, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by ESE and to relinquish the remainder of its award. In such a case, any unexpended funds, inappropriately expended funds, and/or funds still on hand, and all usable equipment will be returned to ESE within ninety (90) days of the termination of these services.

5. The grant recipient will notify ESE as soon as possible if funds may be unspent, including funds assigned to subcontractors, and will amend the grant down so that the funds can be reallocated as may be needed to other organizations.

6. The grant recipient will report and return to the state any and all funds unexpended by the close of the grant period, whether or not it recovers unexpended contracted funds from subcontractors.

7. The grant recipient will send the appropriate representatives to semi-monthly state leadership meetings, joint ESE-Professional Development System meetings, and all required meetings and trainings held by Adult and Community Learning Services of ESE.

8. The grant recipient will participate fully in all state evaluation activities, including the statewide data collection system and related meetings.

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 proposal were considered in scoring the original proposal and thus influenced the decision to fund...
he 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 proposal 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. Fiscal and narrative reports will be submitted by the deadline established by ESE unless the grant recipient acquires a prior written waiver. Failure to submit/transmit timely and accurate reports will result in a suspension of further payments until ESE receives accurate and complete reports. These programmatic and fiscal data collection and reporting systems are official records; and as such, any submission of data/information that can reasonably be determined to be known by the grant recipient or that should have been known by the grant recipient to be false is grounds for immediate termination of the grant as well as the return of all grant funds related to the falsified data/information. ESE strongly encourages weekly data entry in the System for Managing Accountability Through Technology (SMARTT), but requires that it be brought up to date at least monthly.

12. The grant recipient will provide adequate ISDN or IP connectivity to enable videoconferencing (minimum 384 KB, 768KB is preferable if connection is IP) and a secure location to house the equipment. The grant recipient further assures ESE that it will make use of the equipment to reduce travel requirements for some portion of professional development activities and meetings.

13. The grant recipient will maintain an auditable level of institutional support, including the provision of quality, fully accessible space, and connectivity for videoconferencing, as well as other in-kind institutional support such as administrative and technology support. The space will be not less than equal in size, quality, and value to that provided in its first year.

14. Separate and auditable records will be maintained for each project for which the grant recipient receives funds. Time and attendance records must support payrolls. Time distribution records must support salaries and wages of employees chargeable to more than one grant program.

15. The grant recipient will identify ESE in any official correspondence as the entity supporting the delivery of services and the development of products.

16. The grant recipient is advised that ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.

FOR ALL APPLICANTS FOR STATE AND FEDERAL FUNDS
To the best of our knowledge and belief, the application made herein is in accordance with the terms of the Massachusetts State Plan of Title II: The Workforce Investment Act of P.L. 105-220. We agree to comply with all of the preceding assurances and statements and Commonwealth Terms and Conditions. We further agree that funds will be used as stipulated in the Application and that supporting documents for expenditures will be made available for audit.

We do hereby certify all of the above:

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<th>Signature of Chief Administrative Officer</th>
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Name of Grant Program: Program and Staff Development Regional Support Centers for Adult Basic Education (SABES)  
Fund Code: 667/343