##### **FY2018 ADULT BASIC EDUCATION INSTRUCTIONAL GRANTS**

# STATEMENT OF ASSURANCES FOR THE ABOVE LISTED FUND CODES

### 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.)*

1. The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (The Department, or 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.

**FISCAL AND DATA ASSURANCES:**

***The grant recipient assures ESE that:***

1. Where a private non-profit organization is the grant recipient:
   1. a 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;
   2. 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;
   3. 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
   4. an annual audit will be conducted and provided to ESE.
2. Grant award funds will not be used to pay for expenses that have been paid for by any other state or federal award.
3. Separate and auditable records will be maintained for each project for which the grant recipient receives funds; time and attendance records will support payrolls; and, time distribution records will support salaries and wages of employees chargeable to more than one grant program.
4. The grant recipient will maintain and document an appropriate and auditable matching share of not less than 20% of the grant award. Commitments made in FY2013 to provide matching funds will be maintained in each subsequent year of this multi-year grant award period.
5. Where the grant recipient assigns grant funds to one or more subcontractors:
   1. the grant recipient assumes responsibility for effective management of the entire grant, including any funds committed to subcontractors to purchase student services; and,
   2. the grant recipient will monitor contractual services and ensure that all grant funds are fully expended as articulated in a signed Memorandum of Agreement and in a timely manner.
6. 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 programs. Programs that return funds above 1% of the grant amount more than once within a funding cycle may trigger a fiscal audit. Programs that inform ACLS in a timely manner regarding funds that need to be returned and submit an amendment will be held harmless. Programs that repeatedly return funds (including under 1%) may get their subsequent award reduced by that amount and may not be eligible for any increases offered during the year.

8) The grant recipient will report and return to the state all funds unexpended by the close of the grant

period, whether or not it recovers unexpended contracted funds from subcontractors.

1. Adults enrolled in the ABE Instructional Grant program shall not be charged tuition, non-refundable fees or any other charges, nor shall they be required to purchase books or any other materials that are needed for participation in the program.
2. If the grant recipient chooses to charge a deposit for instructional materials used to review at home, the deposit will be refundable, and the grant recipient will provide to both the student and the Department a written copy of the policies for accepting and refunding deposits, will maintain fully documented and auditable financial records, and will include in each annual report to the Department what percent of deposits were not refunded.
3. If the grant recipient operates a fee-based program that provides similar services (i.e., services or instruction in Adult Basic Education, English for Speakers of Other Languages, or Family Literacy services), it will ensure that:
   1. enrollment will be non-discriminatory; specifically, students will not be directed to either the grant-funded or fee-based program on the basis of skill level or anticipated time to reach goals;
   2. the resources charged to the ESE grant-funded program, both personnel and non-personnel, will support only the students enrolled in the grant program, and that any services provided to fee-paying students will not be charged to the ESE grant; and,
   3. fee income from an ABE, ESOL, or Family Literacy program shall not be used as match for the ESE grant-funded program.
4. Adults enrolled in the ABE Instructional Grant program will be asked in a neutral manner to provide their Social Security Number and to sign a release of information form for the purpose of facilitating access to appropriate additional and subsequent services, and to follow up on goals attained.
5. The grant recipient will ensure that data entry in the System for Managing Accountability and Results Through Technology for ABE (SMARTT ABE), will be brought up to date not less than monthly. The Department reserves the right to deduct funds from the grant award to programs that fail to meet this requirement. The grant recipient is advised that the Department will permanently close off enrollment and attendance data entry for each month by the last day of the second succeeding month, and data may not be allowed to be entered retroactively. If a program misses a data lock-out they can send a hard copy letter to ACLS administrator and copy their PS to request to send their data in after the lock out. Requests will be considered on a case by case basis. Repeated requests may trigger a data and or fiscal audit.
6. Fiscal reports and program data will be submitted by the deadlines established by ESE unless the grant recipient acquires a prior written waiver. Failure to submit/transmit timely and accurate reports may result in a suspension of further payments until ESE receives accurate and complete reports. ESE 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 and the return of all grant funds related to the falsified data/information.

**PROGRAMMATIC ASSURANCES:**

***The grant recipient assures ESE that:***

1. 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 the proposal, and that any subsequent changes to staff minimum requirements during the multi-year grant period require prior Departmental approval.
2. 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.
3. Student access to computers and technologies described in the proposal will be maintained throughout the multi-year grant period.
4. The grant recipient for ABE instruction is prepared to implement a program-wide curriculum aligned with the level-specific standards of the College and Career Readiness Standards for Adult Education.
5. The grant recipient for ESOL instruction is prepared to implement a program-wide curriculum that is aligned with the MA ABE Curriculum Framework for ESOL and also incorporates the College and Career Readiness Standards for Adult Education.
6. The grant recipient will ensure that all assessment administrators will acquire and maintain the skills necessary to administer and score the required assessments, and that the ABE Instructional Grant program complies with ESE/ACLS assessment policies.
7. Where the grant recipient collaborates with other providers in order to provide the required sequence of services, the grant recipient assures ESE that:
   1. students at all sites have access to advising, technology, and all required services;
   2. curriculum among collaborating agencies is coordinated with common benchmarks to provide a seamless transition from one level to the next; and,
   3. services at all sites meet all required standards as outlined in the multi-year Request for Proposals and in the current *Massachusetts Policies for Effective Adult Basic Education*; and,
   4. the collaboration is documented in a signed Memorandum of Agreement clearly delineating each partner's roles and responsibilities.
8. The grant 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 ABE 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 ABE 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. The grant recipient assures the Department that it understands its obligations under the ADA, and that its ABE program(s) is either ADA compliant or that it has submitted a Transition Plan for barrier removal that will bring the program(s) into compliance.

**PROFESSIONAL DEVELOPMENT ASSURANCES:**

***The grant recipient assures ESE that:***

1. The grant recipient will ensure that:
   1. each staff person has an individual professional development plan and participates in at least 12 paid hours of professional development annually;
   2. the total professional development hours generated by the ABE Rates System will be utilized to compensate staff for time spent participating in professional development (i.e., the ABE Rates System provides funds equal to 2.5% of each staff person’s total paid hours to support staff participation in professional development on paid time); and,
   3. any professional development hours (provided in the grant) above the minimum of 12 hours per individual will be used solely to support professional development, and will be distributed among program staff based on the need to improve student outcomes and support program improvement goals.
2. The grant recipient will ensure that all staff participates in state-required trainings as identified in the current *Massachusetts Policies for Effective Adult Basic Education*.
3. The grant recipient has adopted and will use effective procedures for acquiring and disseminating to teachers and administrators significant information from the professional development system pertaining to all opportunities for professional development, educational research, demonstrations and similar projects, and for adopting, where appropriate, promising education practices developed through such projects.
4. The grant recipient agrees that the Director and staff of the agency will meet all requirements with regard to conference and meeting attendance.

**OTHER ASSURANCES:**

1. The grant recipient is advised that the ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
2. The grant recipient commits to identifying the ESE in any official correspondence as the entity supporting the delivery of services at the program.
3. The grant recipient will notify the 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 the ESE, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by the 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 will be returned to the ESE within ninety (90) days of the termination of these services.
4. The grant recipient is advised that failure to fulfill the assurances above at any point during the grant cycle may be cause for withholding of payments and/or termination of the grant.

The grant recipient will ensure that the administrative costs do not exceed the 25% cap.

compliance.

1. The grant recipient commits to ACLS policies mandated by the Workforce Innovation and Opportunity Act (WIOA).

32. To the best of our knowledge and belief, the application made herein is in accordance with the

terms of the Massachusetts WIOA Combined State Plan. We agree to comply with all 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 shall be made available for audit.

**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 |