**FISCAL YEAR 2018 STATEMENT OF ASSURANCES**

Applicants are advised to thoroughly read the Statement of Assurances for this grant program before providing the requisite signatures below as it articulates the aspects of fiscal management, institutional support, and service provision for which the Department of Elementary and Secondary Education will hold all grantees accountable.

**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

FISCAL AND REPORTING ASSURANCES

1. Where a private non-profit organization is the grant recipient:
2. 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;
3. 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;
4. 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
5. an annual audit will be conducted and provided to ESE, with expenditures related to the ABE Adult.
6. Grant award funds will not be used to pay for expenses that have been paid for by any other state or federal award.
7. Separate and auditable records will be maintained for each project for which the grant recipient receives funds. Time and attendance records will support payrolls. Time distribution records will support salaries and wages of employees chargeable to more than one grant program.
8. Where the grant recipient assigns grant funds to one or more subcontractors, the grant recipient assumes responsibility for effective management of the entire grant.
9. 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 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 as well as the return of all grant funds related to the falsified data/information.
10. The grant recipient will ensure that data entry in the System for Managing Accountability Through Technology for ABE (SMARTT ABE) will be brought up to date not less than monthly.
11. 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.
12. 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. Grant recipients that return funds above 1% of the grant amount more than once within a funding cycle may trigger a fiscal audit. Grant recipients that inform ACLS in a timely manner regarding funds that need to be returned and submit an amendment will be held harmless. Grant recipients that repeatedly return funds (including under 1%) may get their subsequent award reduced by that amount and may not be eligible for any funding increases offered during the year.
13. 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.

ASSURANCES OF INSTITUTIONAL SUPPORT

1. The grant recipient will maintain an auditable level of institutional support, including the provision of quality, fully accessible space, technology support, and connectivity for videoconferencing, as well as other in-kind institutional support; e.g., administrative support. The space will be not less than equal in size, quality, and value to that provided in its first year. "Accessible space" includes the ease with which adult educators can access the locations where trainings and meetings are held.
2. The grant recipient will provide, at no cost to the grant, physical space that is of high quality, of sufficient size, and fully accessible in order to ensure that all grant requirements and expectations are fully met. This requirement refers to space that is used for conducting meetings and delivering trainings for up to forty participants, or larger for statewide events such as the Distance Learning Summit and the Appreciative Advising course; access to a technology lab for ESE-sponsored trainings; office space for all grant-funded or in-kind staff or other personnel; and space for housing grant-related technology, educational resources, and program documentation.
3. The grant recipient will collaborate and coordinate scheduling with other entities of the ABE professional development system to provide adequate space for the delivery of offerings from other ESE-funded professional development providers in order to allow for regional and statewide professional development delivery for all priority areas, as needed, throughout the state.
4. The grant recipient will provide access to a technology lab that is of high quality and sufficient size to accommodate up to twenty participants, at times that meet the needs of ABE practitioners in the geographical region, to accommodate ESE-sponsored trainings that require labs; e.g., trainings provided by the ESE-funded professional development providers for *Massachusetts ABE Assessments*, *Using SMARTT and Cognos*, and *ABE Distance Learning and Technology Support*.
5. 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.

PROGRAMMATIC ASSURANCES

1. 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.
2. 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.
3. The grant recipient will send the appropriate representatives to monthly professional development system meetings, other content-specific meetings, the annual adult education directors meeting, and any other required meetings and trainings held by the Adult and Community Learning Services unit of ESE.
4. The grant recipient will evaluate the success and impact of its professional development offerings and services, and will participate fully in all state evaluation activities, including the statewide data collection system (SMARTT) and related meetings.
5. The grant recipient will ensure alignment with Department messaging about ESE’s ABE priorities and policies, and will collaborate with the Department and its designees in developing and implementing professional development marketing strategies and materials.
6. The grant recipient will ensure that all staff and consultants on this grant are knowledgeable about the content standards, professional standards, and professional development standards on which the Massachusetts ABE system is based and how the Department will use standards to inform investments in professional development to ensure that all students have teachers who are proficient in or have mastery of the subjects they teach.
7. The grant recipient commits to identifying the ESE in any official correspondence as the entity supporting the delivery of services and the development of products.
8. The grant recipient is advised that ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
9. The grant recipient commits to supporting ABE programs and practitioners in the implementation of the Workforce Innovation and Opportunity Act (WIOA) in FY17.

***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 WIOA Combined State Plan. 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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| Typed Name | Signature of Chief Administrative Officer | Date |
|  |  |  |
| Typed Name | Signature of Chief Financial Officer | Date |
|  |  |  |
| Typed Name | Signature of ABE Professional Development Coordinator | Date |