##### Workplace Education Instructional Grants-Statement of Assurances (fund code: 494) Phase 2: FY 19 - FY 21

##### 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 grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (DESE) that the grant recipient shall 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 specifically assures the Department that:

**FOR ALL RECIPIENTS OF ALL STATE AND FEDERAL FUNDS**

1. Where a private non-profit organization is the grant recipient:
   1. a governing board shall 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 the Department of Elementary and Secondary Education (the Department) with a letter stipulating the terms and limits of such check writing or payment authorizing authority and will assure the Department that all disbursements shall be made consistent with the terms and conditions contained in the letter; and
   4. an annual audit shall be conducted and provided to DESE, with expenditures related to the DESE’s Workplace 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 acquiring and disseminating to teachers and administrators significant information from SABES pertaining to educational research, and for adopting, where appropriate, promising education practices developed through such projects. The grant recipient will, to the maximum extent feasible, ensure that its program and staff participate in any and all activities sponsored by SABES (and/or other program/staff development contractors designated by the DESE), and shall participate in any such activities that are required by DESE.
4. The grant recipient commits to notify DESE 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 DESE, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by DESE and to relinquish the remainder of its award. In such a case, any unexpended funds, inappropriately expended funds, and/or funds still on hand shall be returned to DESE within ninety (90) days of the termination of these services.
5. The grant recipient agrees that the Director and staff of the agency will meet all requirements with regard to conference attendance and participation when deemed necessary by ACLS and DESE.
6. Adults enrolled in the Workplace Education Instructional Grant program shall not be charged tuition, fees, or any other charges, or be required to purchase books or any other materials that are needed for participation in the program.
7. DESE strongly encourages data entry weekly in the program’s Massachusetts adult education data system but requires that it be brought up to date at a minimum each month. Adult and Community Learning Services (ACLS) allows a maximum of **one** additional month before the system is locked so that no additional data can be entered for that month. See the data lock-out schedule outlined in the ***Massachusetts’ Guidelines for Effective Workplace Education Partnerships***.
8. Fiscal reports will be submitted by the deadline established by DESE 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 accurate and complete reports are received by DESE. These programmatic and fiscal data collection and reporting systems are official records and, as such, any submission of data/information that can reasonably be 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.
9. The grant recipient assumes responsibility to ensure the required 50% match from the business partner or the business and labor partners shall be a documented and auditable contribution.
10. Auditable Matching Share: The partnership’s matching share must be in accordance with the Workplace Education Policies as outlined in the ***Massachusetts’ Guidelines for Effective Workplace Education Partnerships*** *s*pecific to the Workplace Education RFP to which the applicant responded.
11. Separate and auditable records must be maintained for each project for which the grant recipient receives funds. Payrolls must be supported by time and attendance records. Salaries and wages of employees chargeable to more than one grant program must be supported by time distribution records.
12. The grant recipient will not use any funds made available from ESE/ACLS for the purpose of supporting or providing programs, services, or activities to individuals who are ineligible individuals;
13. The grant recipient will only expend funds appropriated in the approved budget to carry out Title II of the Workforce Innovation and Opportunity Act (WIOA) in a manner consistent with ESE fiscal requirements; funds shall supplement and not supplant other state or local public funds expended for adult education and literacy activities;
14. The grant recipient will ensure that the services listed in the funded application are carried out as specified; The grant recipient will agree to comply with the following Non-Discrimination Laws:
15. 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;
16. Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act; and
17. The Americans with Disabilities Act of 1990 (Public Law 101-336).

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.

1. The grant recipient is advised that the DESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
2. The grant determined recipient commits to identifying the Department in any official correspondence as the entity supporting the delivery of services at the program.
3. The grant recipient commits to establishing a Planning and Evaluation Team (PET) /governing body of the educational program at the worksite(s). The PET will maintain representation from all partnership stakeholders (e.g., management, supervisors, students, and union (where the workforce is unionized)).
4. The grant recipient commits to convening face to face PET meetings (quarterly, at a minimum) to review all phases of program implementation, including curriculum development, student assessment, measures of success, logistics of time and place, and a process for evaluating the impact of the program on the workplace and the workforce. (In Year 2 and in subsequent years, where PET is well-established, meetings may be held every 6 weeks.)
5. The grant recipient ensures that student/worker perspectives are included in all phases of program development.
6. The grant recipient commits to maintaining meeting minutes and other documentation of PET meetings.

***FOR ALL APPLICANTS FOR STATE AND FEDERAL FUNDS***

1. 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.

Not less than 95 percent of funds must be spent on adult education direct services and literacy activities; not more than 5 percent may be spent on administrative costs (related to planning, administration, (including carrying out performance accountability requirements), professional development, providing adult education and literacy services in alignment with local workforce plans, carrying out one-stop partner responsibilities, and state approved indirect costs charged to the grant.

Programs may negotiate a higher administrative cost percentage by submitting a written request and rationale with application. The state will not grant administrative cost requests that exceed 25% of grant funds *(state requirement).*

1. 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.
2. **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 |