##### ***Massachusetts Department of Elementary and Secondary Education FY2021***

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| **Name of Grant Program:** Adult Basic Education Transition to Community College  | **Fund Code:** 668 |

##### **FY2021 ADULT BASIC EDUCATION TRANSITION TO COMMUNITY COLLEGE**

# STATEMENT OF ASSURANCES FOR FUND CODE 668

### Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(The Organization Name must match the Applicant Name on Line 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. Grant award funds will not be used to pay for expenses that have been paid for by any other state or federal award.
2. 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.
3. 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 FY15 to provide matching funds will be maintained in each subsequent year of this multi-year grant award period.
4. 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.
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.
7. 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.
8. Adults enrolled in the ABE Transition to Community College 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.
9. 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 will not be allowed to be entered retroactively.
10. Fiscal reports and program data 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. 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. Students enrolled in the ABE 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 ESE-funded adult learning program.
3. The community college will collaborate with ESE-funded adult basic education (ABE) programs to facilitate the successful transition of former ABE students to the community college, and will maintain current and formal Memoranda of Agreement with its ESE-funded ABE program partners, in accordance with the FY18 Guidelines for Memoranda of Agreement (MOA) Between ABE Grant Recipients and Partnering Organizations (included as an appendix to the *FY18* *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 *FY18* *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.

**OTHER ASSURANCES:**

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

1. The grant recipient agrees that program staff will meet all requirements with regard to conference and meeting attendance (e.g., annual Directors’ Meeting, SMARTT trainings, Transition meetings).
2. The grant recipient is advised that the ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
3. The grant recipient commits to identifying the ESE in any official correspondence as the entity supporting the delivery of services at the program.
4. 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 90 days of the termination of these services.
5. 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.

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 hereby certify all of the above:**

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| Typed Name | Signature of Chief Administrative Officer (College President) | Date |
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| Typed Name | Signature of Chairperson of Board of Trustees or Other Governing Body | Date |