##### ***Massachusetts Department of Elementary and Secondary Education FY2022***

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| **Name of Grant Program:** Workplace Education | **Fund Code:** 494 |

##### **FY2022 WORKPLACE EDUCATION**

# STATEMENT OF ASSURANCES FOR FUND CODE 494

### 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 (DESE) 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.

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

1. Where a private non-profit organization is the grant recipient:

a. a governing board shall 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 DESE with a letter stipulating the terms and limits of such check writing or payment authorizing authority and will assure DESE that all disbursements shall be made consistent with the terms and conditions contained in the letter; and

d. an annual audit shall be conducted and provided to DESE, with expenditures related to DESE’s Workplace Education grant award clearly identified in its own, separate fund.

1. 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.
2. The grant recipient commits to establishing a Planning and Evaluation Team (PET) /governing body of the workplace educational program. The PET will maintain representation from all partnership stakeholders (e.g., management, supervisors, students, union).
3. The grant recipient commits to convening 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 workforce.
4. The grant recipient ensures that student/worker perspectives are included in all phases of program development.
5. The grant recipient commits to maintaining meeting minutes and other documentation of PET meetings.
6. The grant recipient will use effective procedures for acquiring and disseminating, to teachers and administrators, information from SABES pertaining to professional development (PD) activities, coaching support, and relevant resources, and for adopting, where appropriate, promising education practices. The grant recipient will, to the maximum extent feasible, ensure that its program and staff participate in PD activities sponsored by SABES, and/or other PD providers designated by the Adult and Community Services (ACLS) unit at DESE, and will participate in any such activities that are required by ACLS.
7. 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.
8. The grant recipient agrees that the Director and staff of the agency will meet all conference attendance and participation requirements when deemed necessary by ACLS.
9. 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.
10. All data, including intakes, assessment, student attendance, and other information as the need arises, must be entered into ACLS’ statewide data management system [LACES](https://laces.literacypro.com/laces/) in a timely manner according to a fixed, regular schedule. Data entry must be consistent with program records in the grantee’s files. Programs that routinely lag in data entry will not have an accurate picture of their current performance. Routine lags in data entry may trigger a data and/or fiscal audit.
11. The grant recipient is accountable for spending public funds appropriately, maintaining sound stable financial conditions, and operating in a financially responsible and transparent manner with data integrity. Grantees that fail to abide by federal and state fiscal and data policies will face consequences including but not limited to conditional funding, remedial action, withholding of funds, grant reduction, or grant termination. For more information, see the Fiscal and Data Accountability section of the [Massachusetts Policies for Effective Workplace Education Partnerships](https://www.doe.mass.edu/acls/workplace/).
12. 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 will 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 known to be false 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.
13. 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.
14. Auditable Matching Share: The partnership’s matching share must be in accordance with the Workplace Education Policies as outlined in the Massachusetts’ Policies for Effective Workplace Education Partnerships *s*pecific to the Workplace Education RFP to which the applicant responded.
15. 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.
16. The grant recipient commits to adhering to ACLS policies as mandated by the Workforce Innovation and Opportunity Act (WIOA).
17. The grant recipient is advised that DESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
18. The grant determined recipient commits to identifying DESE in any official correspondence as the entity supporting the delivery of services at the program.

***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.
2. 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.
3. **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 |