

Name of Grant Program: Workplace Education**Fund Code:** 538**FY2010 ADULT BASIC EDUCATION INSTRUCTIONAL GRANTS****STATEMENT OF ASSURANCES FOR FUND CODE: 538****Organization Name:** _____

The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education 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:
 - a. 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;
 - 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 the Department of Elementary and Secondary Education 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
 - d. an annual audit shall be conducted and provided to the Department, with expenditures related to the Department's ABE 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 the System for Adult Basic Education Support (SABES) pertaining to educational research, demonstrations, and similar projects, 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 Department), and shall participate in any such activities that are required by the Department.
4. The grant recipient commits to notify the Department 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 Department, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by the Department 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 the Department 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 the Department.
6. Adults enrolled in the Workplace Education 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.

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7. The Department strongly encourages weekly data entry in the SMARTT ABE MIS system but requires that it be brought up to date at a minimum each month. Fiscal reports will be submitted by the deadline established by the Department 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 the Department. These 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.
8. The business's matching share of program costs shall be a documented and audible contribution.
9. 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.
10. The grant recipient commits to adhering to current and future ACLS policies and guidelines regarding use of the Curriculum Frameworks and required assessments.
11. The grant recipient is advised that the Department retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
12. The grant recipient commits to identifying the Department in any official correspondence as the entity supporting the delivery of services at the program.
13. 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]).
14. The grant recipient commits to convening Planning and Evaluation Team meetings 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, when the PET is well established, meetings may be held every six (6) weeks) or as needed to sustain partnership and meet outcomes.
15. The grant recipient ensures that student/worker perspectives are included in all phases of program development.
16. The grant recipient commits to maintaining meeting minutes and other documentation of PET meetings.

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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 State Plan of Title II: The Workforce Investment Act of P.L. 105-220. Compliance with all the preceding assurances and statements; Commonwealth Terms and Conditions; and further agreement that funds will be used as stipulated in the Application and that supporting documents for expenditures shall be made available for audit.

We do hereby certify all of the above:

Typed Name	Signature of Chief Administrative Officer of Education Provider (Superintendent of Schools, President, or Executive Director)	Date
Typed Name	Signature of Chairperson of School Committee/ Board or Other Governing Body	Date