

**FY2010 ADULT BASIC EDUCATION DISTANCE LEARNING GRANTS  
STATEMENT OF ASSURANCES FOR FUND CODE: 669**

**Organization Name** \_\_\_\_\_

The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (Department) 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. The 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 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.
  - d. An annual audit shall be conducted and provided to the Department, with expenditures related to the Department's Adult Basic Education (ABE) Distance Learning grant award identified clearly 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 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 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.
6. Adults enrolled in the ABE Distance Learning 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.

**FY2010 Adult Basic Education Distance Learning Grants - Statement of Assurances – continued**

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 the Department receives accurate and complete reports. 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 program’s matching share of program costs must a documented and auditable contribution.
9. The program is required to maintain an appropriate and auditable matching share of not less than 20% of the grant award. Commitments made in FY2008 to provide matching funds must be sustained in each subsequent year of this multi-year grant award period.
10. Separate and auditable records must be maintained for each project for which the grant recipient receives funds. Time and attendance records must support payrolls. Time distribution records must support salaries and wages of employees chargeable to more than one grant program.
11. The grant recipient will adhere to current and future ACLS policies and guidelines as described in the Guidelines for Effective Distance Learning in Adult Education Programs.
12. Adults enrolled in ABE Distance Learning Grant programs 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 goal follow up.
13. The grant recipient is advised that the Department retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
14. The grant recipient commits to identifying the Department in any official correspondence as the entity supporting the delivery of services at the program.

**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 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 (Superintendent of Schools, President, or Executive Director)	Date
Typed Name	Signature of Chairperson of School Committee/Board or Other Governing Body	Date
Typed Name	Signature of Chairperson of Local ABE Advisory Council	Date