



## Mississippi Community College Board Office of Adult Education

### FY 2021-2025 Grant Assurances

The Grantee agrees to comply with federal and state statutes, regulations, policies and procedures, and to use state-appropriated funds to carry out activities and the local provision of adult education services solely in a manner consistent with the Mississippi WIOA Combined Plan and the Workforce Innovation and Opportunity Act.

1. The applicant has adopted appropriate procedures to implement the terms of the Family Educational Rights and Privacy Act (FERPA) (20 USC 123g) and its federal regulations 34 CFR Part 99.
2. The applicant will comply with Title VI of the Civil Rights Act of 1964 (45 USC 2000d through 2000d-4) and its implementing federal regulations 34 CFR Part 100, and in accordance therewith, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance.
3. The applicant will comply with Title II of the Americans with Disabilities Act (ADA), (42 USC 12134), et seq. and its implementing federal regulations 28 CFR Part 35, which prohibit discrimination on the basis of disability to public entities, or it will comply with Title III, (42 USC 12181) et seq., and its implementing federal regulations 28 CFR Part 36, which prohibit discriminations on the basis of disability in public accommodations, whichever is applicable.
4. The applicant will comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, and its implementing federal regulations 34 CFR Part 104, which prohibits discrimination based on disability in programs and activities receiving federal financial assistance.
5. The applicant will comply with Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683), and its implementing federal regulations 34 CFR Part 106, which prohibit discrimination on the basis of sex in education programs and activities receiving federal financial assistance.
6. The applicant will comply with the Discrimination Act of 1975, as amended (42 USC 6101) et seq., and its implementing federal regulations 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
7. The applicant agrees to comply with the provision in Section 427 of the General Education Provisions Act (GEPA) enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L) 103-382) OMB Control No. 1894-0005.
8. The applicant will use any funds made available under Title II of WIOA for the purpose of supporting or providing programs, services, or activities for individuals who are "eligible individuals" within the meaning of Section 203(4) of WIOA, unless it is providing programs, services, or activities related to family literacy activities, as defined in Section 203(9) of WIOA.
9. The applicant understands and accepts that funds made available for adult education and literacy activities under this subtitle shall supplement and not supplant other state or local funds expended for adult education and literacy activities and all expenditures must be allowable within federal requirements, as included in the Uniform Guidance (2 CFR Part 200 Subpart E – Cost Principles) and the Education Department General Administrative Regulations (EDGAR [www.ed.gov/policy/fund/reg/edgarReg/edgar.html](http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html)).

10. Any funds received under this contract will be used to supplement programs operating with local funds and in no case be used to supplant local and state funding.
11. The Grantee agrees that funding provided by the OAE pursuant to this contract is provided on a reimbursement basis. Amounts requested for reimbursement are to be based upon the actual expenses within the approved budgets. The Grantee assures that receipts and expenditures of all funds associated with adult education will be documented and accounted for, and available for review as required by the OAE.
12. The Grantee will submit a budget modification request prior to any material change affecting the purpose, administration, organization, budget, or operation of an approved project.
13. The Grantee will only charge the grant for the proportionate share of the costs of fringe benefits for personnel whose duties are divided between this grant and other activities.
14. Costs associated with the HSE tests, test administration, proctoring, travel, or any other activity relating to the actual HSE test process are not allowable, and cannot be reimbursed by the federal or state grant. The only allowable costs are those associated with test preparation (e.g. instruction, materials for instruction).
15. The Grantee understands that food and beverage is not an allowable expense with Federal and State dollars.
16. The Grantee will not charge fees or program costs to the student.
17. The Grantee will comply with all provisions of the OAE Program Guidelines.
18. The Grantee will appoint a full time (30+ hours / 75% time) Program Director of adult education services for the specified Service Delivery Area. Waiver for requirement of full-time Program Directors may be applied for under conditions outlined in EDGAR section 75.511. Decision on whether to grant the waiver will be determined by the OAE.
19. The Grantee ensures ALL Adult Education personnel must meet the minimum qualifications outlined in the OAE Program Guidelines. (State Requirement)
20. The applicant agrees to maintain Time and Effort Reports or Semi-Annual Certification forms for all federal and state funded employees. These reports must be signed by the employee and the supervisor.
21. The Grantee will give the OAE access to all records or documents related to the grant, including the submission of reports as may be required.
22. The Grantee will provide state and/or local matching expenditures at a minimum of twenty-five percent (25%) of AEFLA federal funding per year. (State Requirement)
23. The Grantee will employ at least one full or part-time Transition Specialist. (State Requirement)
24. The Grantee will ensure that full-time instructors teach a minimum of 70% of their weekly work schedule. (State Requirement)
25. The Grantee will schedule all students a minimum of 8 hours of instruction per week and this can be accomplished through a combination of face-to-face and distance learning. (State Requirement)

26. The Grantee assures that the program will:
  - a. Utilize qualified administrative personnel and instructional staff;
  - b. Provide guidance and counseling services;
  - c. Provide year-round instruction as feasible;
  - d. Develop effective recruitment and retention strategies; and
  - e. Provide adequate ADA and Section 504 accessible facilities, equipment, and materials, meeting adult learners' needs.
27. As a state requirement, the Grantee assures that the state-approved standards for English for Speakers of Other Languages (ESOL) and the Mississippi College and Career Readiness (CRC) standards are used throughout the duration of the grant.
28. The Grantee will provide local professional development for staff and faculty and ensure participation in state-provided professional development meetings as appropriate and deemed mandatory by the OAE.
29. The Grantee assures all program staff assigned to administer state-approved assessments obtain initial, ongoing, and/or refresher training as required and defined in the OAE Program Guidelines.
30. The Grantee assures state-required program data (including students' Social Security Numbers as feasible) will be entered into the OAE data management system for data match purposes.
31. The Grantee assures that National Reporting System (NRS) of Adult Education data quality standards will be met, including academic performance, HSE and transition goals.
32. The applicant agrees to implement activities to meet or exceed the Mississippi Adult Education performance measures and related outcome measures.
33. The Grantee will organize an advisory committee from its defined service area with representation from each county and adhere to the guidelines as specified by the OAE. Employees of the Grantee are not eligible to be members of the committee. (State Requirement)
34. The Grantee will coordinate with other WIOA partners to ensure non-duplication of service(s) and align activities to the Local Workforce Development Plan for WIOA providers, collaborate to provide supportive services, and partner to promote concurrent enrollment with Title I programs.
35. The Grantee will work collaboratively with other adult education local Grantees within a given Local Workforce Development Region to negotiate One-Stop infrastructure cost, and other shared costs.
36. Integrated English Literacy & Civics Education (IELCE) Grantees are required to record the students' secondary goals of Achieve Citizenship Skills and/or Achieve U.S. Citizenship into OAE Data Management System and track the completion of these goals. IELCE APPLICANTS ONLY
37. The applicant also agrees to:
  - a. Take responsibility for performance that does not meet the standards designated by OAE;
  - b. Write program improvement plans when designated by OAE; and
  - c. Participate in a monitoring evaluation once every three (3) years involving local and state staff.
38. The undersigned officer understands failure to comply with the above policies and/or requirements may result in a reduction and/or termination of subsequent AEFLA funding.
39. The applicant certifies that, to the best of his/her knowledge and belief, the debarments statements are true and accurate, and that he/she fully endorses and supports the submission of this application.

40. If Grantee, in the OAE's sole determination, fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances (e.g. full-time teachers not teaching the hours required by the grant), the OAE may impose such sanctions as it may deem appropriate. Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the OAE, reduction in current year funds, reduction in future funds, or withholding of payments to Grantee. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee's receipt of written notice thereof from the OAE.

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency;
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract;
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

<b>Adult Education Program Director:</b>			
<b>Name</b>			
<b>Telephone</b>		<b>E-mail</b>	
<b>Signature</b>			
<b>Fiscal Agent:</b>			
<b>Name</b>			
<b>Telephone</b>		<b>E-mail</b>	
<b>Signature</b>			
<b>President/Superintendent/Head of Organization:</b>			
<b>Name</b>			
<b>Telephone</b>		<b>E-mail</b>	
<b>Signature</b>			