Division of Career and Adult Education

2020-2021 Corrections

Assurances and Acknowledgements

TAPS#

**Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.**

**The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge and agrees to the statements below.

**Name of Grantee**

1. **Adult Education Instructional and Programmatic Assurances**

The Grantee agrees:

1. To establish a minimum level of adult education instructional service for the county it serves through the following provisions:
2. Provide access to instructional services and create an instructional calendar which will ensure students a minimum **of 10 hours** of instruction per week per program for at least **32 weeks** of the year;
3. Submit verification of the provision (above) in the form entitled, “Fiscal year 2020-21 Program Schedule by County and Site” as part of the application;
4. Provide periodic updates to the program schedule in b) when requested; and,
5. Enroll during the fiscal year a **minimum of 20 students**.
6. To establish a **one-year extension** enrollment target for 2020-2021 in its application proposal and to meet that level throughout the terms of the grant.
7. To use the Florida adult education curriculum frameworks located at <http://fldoe.org/academics/career-adult-edu/adult-edu/> in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction.
8. To ensure that all adult education teachers meet the minimum requirements set forth per section 1012.39 (1)(b), F.S.
9. To comply with all adult education provisions found in sections 1004.02; 1004.92; 1004.93 and 1011.80 Florida Statutes. The statutory language may be accessed through this site: <http://www.leg.state.fl.us/Statutes>
10. To comply with State Board of Education Rules 6A-6.014, 6A-6.0571, 6A-10.0381 F.A.C and technical assistance papers titled, “Florida Adult Education Assessment Technical Assistance Paper and Florida Adult High School Technical Assistance Paper” available at <http://fldoe.org/academics/career-adult-edu/adult-edu/technical-assistance-papers.stml>.
11. To assure that costs associated with the GED® tests, test administration, proctoring, travel, or any other activity relating to the actual GED® test process are not allowable, and no expenditures may be charged to the Federal grant for such activities. The only allowable costs are those instructional costs associated with test preparation instruction (e.g., instruction, materials for instruction).

1. To provide local professional development for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.
2. To assure that priority for services shall be given to individuals who are likely to leave the correctional institution within 5 years of participation in the program in accordance with section 225(c).
3. **Adult Education Program Performance: Program Improvement and Data Reporting**

**The Grantee agrees:**

1. To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Workforce Innovation and Opportunity Act (WIOA) and the National Reporting System (NRS). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats.
   * 1. Failure to collect and report accurate and complete data during the required reporting periods may result in the return of funds.
     2. If a sub-recipient or partner is used for instructional services, it is the sole responsibility of the Grantee to ensure the sub-recipient adheres to the prescribed data collection and reporting requirements.
2. To ensure accurate and detailed reporting, as mandated by the Workforce Innovation and Opportunity Act and the National Reporting System, by making every effort to collect social security numbers without coercion or to use a Florida student identification number associated with a social security number for all adult education participants (including English Language Learners), as specified under s. 1008.396, F.S.

1. To accept that failure to collect social security numbers can result in a negative impact on any performance measure that requires follow-up into postsecondary education and employment and that without a social security number additional data collection on exit outcomes may be required to be collected and submitted through a supplemental process.
2. To agree to accept the State Performance Targets for measurable skills gains as negotiated by the Division of Career and Adult Education (DCAE) for each program type (ABE or ESL) with the United States Department of Education, Office of Career, Technical and Adult Education (OCTAE) on an annual basis.
3. To accept that each eligible recipient will be expected to meet the state performance target for Exit-based Performance Indicators beginning in program year 2020-21. The DCAE negotiates State Performance Targets for each indicator with the OCTAE on an annual basis.
4. To accept that performance on Florida’s Adult Education State Performance Target is based on each recipient’s accurate data submission of student enrollment and completion data as reported to the state, also to be included in the WIOA Annual Performance Report and in the National Reporting System (NRS) Table 5, which is submitted annually to OCTAE by the FDOE. This includes enrollment and completion data for each eligible sub-recipient regardless of whether the data was submitted to the FDOE by the Grantee or directly by the sub-recipient.
5. To accept the requirements to implement additional program improvement measures and/or activities if any of the following conditions occur:
   * 1. Grantee is not meeting 90% of the required performance targets.
     2. Grantee is not meeting the state goal for post-test rate of 70% of eligible participants. The state goal for post-test rate is adopted annually in the Adult Education Assessment Technical Assistance.
     3. The DCAE determines that an eligible recipient is not properly implementing an AEPIP or is not making substantial progress meeting measurable skills gains for the purposes of the Act. NOTE: DCAE staff will work with the Grantee to implement improvement strategies and activities consistent with the requirements of the Act.
6. **Collaboration and Coordination of Services of Participants in WIOA Core Partner Programs**

**The Grantee agrees:**

1. To coordinate programs, activities, and service with other WIOA partners to ensure non-duplication of service(s).
2. To align program activities to the Local Workforce Development Board (LWDB) Plan for WIOA providers, collaborate to provide supportive services, and partner to promote concurrent enrollment with Title I programs.
3. To enter in an umbrella memorandum of understanding or a separate memorandum of understanding relating the operation of the one-stop delivery system in the local area with the LWDB.
4. **Grants and Fiscal Management and other Federal and State Administrative Provisions**

**The Grantee agrees:**

1. To accept that funds will be made available for a one-year period (July 1, 2020 to June 30, 2021) are subject to funding appropriation.
2. To accept overall responsibility for ensuring that the grant funds are managed in accordance with the AEFLA, GEPA, OMB Circulars, UGG, EDGAR, and any other relevant statutes, regulations for guidance. Furthermore, the applicant accepts the responsibility to use fiscal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations include:
   * 1. Education Department General Administrative Regulations (EDGAR) <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>
     2. 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
3. To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit.
4. To accept the requirement that the FDOE will evaluate the effectiveness of project activities based on established and approved performance goals. Department staff monitors recipients’ compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:

* 2 C.F.R. 200 of the OMB Uniform Guidance <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
* Florida Department of Financial Services ***Reference Guide for State Expenditures*** (<http://www.myfloridacfo.com/aadir/reference_guide/>) and guidelines published in the Florida Department of Education’s ***Green Book*** available at: <http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml>.
* The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at: <http://www.fldoe.org/academics/career-adult-edu/compliance/>.

1. To ensure that funds received through this grant will be used to supplement WIOA eligible adult education programs operating with local funds and will in no case be used to supplant local and state funding for such programs. For a list of eligible programs, see attachment titled “WIOA Eligible Adult General Education Programs.”
2. To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.
3. To accept that FDOE contract managers will periodically review the progress made on the activities and deliverables listed. If the Grantee fails to meet and comply with the activities/deliverables established in the contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment or request the Grantee redo the work or terminate the contract.
4. To submit a completed DOE 499 form, Final Project Disbursement Report, DOE 499A Program Income Summary Worksheet and the Projected Equipment Purchases Form to the FLDOE, Comptroller’s Office, by August 20, 2021.
5. To accept that equipment purchased under this program must follow the OMB Uniform Guidance found at <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>.
6. To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs*.* For details, refer to:<http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf>
7. To accept that if Grantee, in FDOE’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, FDOE 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 Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.
8. **Data Privacy and Security**

**The Grantee agrees:**

1. To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students’ education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel’s United States Code Web page at <http://uscode.house.gov/view.xhtml?req=(title:20%20section:1232g%20edition:prelim)>. The USDOE provided information on FERPA on this site: <https://ed.gov/policy/gen/guid/fpco/ferpa/index.html>
2. To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID’s shall be assigned to users in order to establish each user’s data access authority only to the records or data elements required to complete federal- or state-mandated activities.
3. To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.
4. To inform individuals applying for or receiving services, in writing, that their personal and confidential information:
5. will be shared only among the WIOA core program partner staff and subcontractors;
6. will be used only for the purpose of conducting an employment data match and that further disclosure of personal confidential information or records is prohibited; and
7. will not be shared among WIOA core partners if the individual declines to share personal confidential information or records and that declining to share will not impact eligibility for services.

**I certify that I have reviewed, understand, and agree to comply with the above assurances.**

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**Print Name of Agency Head Signature of Agency Head**

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**Print Name of Program Contact Signature of Program Contact**