

ARKANSAS DEPARTMENT OF CAREER EDUCATION Adult Education Division Assurances 2014-2015

1. The information provided on all adult education form(s) for program year 2014-2015 is accurate and constitutes a firm request for assistance to conduct an educational program under all applicable state and federal laws.
2. The contractor must have access to copies of applicable federal and state laws, regulations, policies, guidelines, and documents referenced in the Department of Career Education, Adult Education Division Assurances. Failure to have access to any pertinent documents will not constitute grounds for deviation from established requirements.
3. All cooperative agreements with the Adult Education Division shall comply with applicable federal and state laws, regulations, policies, and guidelines in accordance with the Federal Adult Education and Family Literacy Act (AEFLA).
4. If the applicant is a private non-profit agency (e.g. community-based organizations, literacy councils), it submits with its application(s):
 - ___ a certified copy of the agency's articles of incorporation
 - ___ proof of bonding to perform proposed duties and to handle funds
 - ___ the most recent audit or financial statement
 - ___ a report of sources and amounts of all other revenue
 - ___ a description of the organization including its purposes, the length of time that the organization has existed, and the length of time it has provided direct education services
 - ___ list of Board of Directors, offices, contact information
5. The contractor assures and guarantees that it possesses the legal authority to enter cooperative agreements with the Adult Education Division, to receive funds authorized by the budget, and to perform the services obligated under this agreement.
6. The person signing and executing all cooperative agreements with the Adult Education Division warrants and guarantees that he/she has been fully authorized to execute cooperative agreements to bind the contractor to all terms, conditions, performance, and provisions.
7. Funds received as a result of cooperative agreements with the Adult Education Division may be expended only for purposes permitted under the provisions of the Adult Education Division.
8. The contractor shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through all cooperative agreements with the Adult Education Division.

9. The contractor shall maintain its books of account in accordance with sound accounting practices and adult education guidelines.
10. The contractor shall ensure that all audits or financial statements of adult education funds are conducted annually in a timely manner.
11. All accounting records, ledgers, and supporting documentation applicable to the financial records of all cooperative agreements with the Adult Education Division shall be retained for a period of five (5) years from the date on which the annual expenditure report containing the final expenditures charged to a given program year's allocation is submitted to the Adult Education Division. Records must be retained beyond the five (5) years if audit findings, litigation, or claims have not been resolved or if requested in writing by the Adult Education Division.
12. The contractor assures that all reports, surveys, forms, requests for information, and other required adult education related documents are submitted on or before the established report date or upon request.
13. The contractor agrees to submit student and financial data according to schedules set by the Adult Education Division.
14. The contractor agrees to abide by all security measures of the Arkansas Adult Education Reporting Information System (AERIS).
15. The contractor will obtain prior approval from the Adult Education Division before any equipment is purchased that was not part of the initial cooperative agreement.
16. All property acquired with Adult Education Division funds shall be restricted for the purposes specified in the approved program proposal throughout the period of active funding. Administrative control of such property acquired with these funds will be retained by the Adult Education Division.
17. Once equipment is purchased, inventory procedures as stated in the Inventory Control Form (Revised 10/31/13) are to be followed by local programs. Since the inventory record is of a permanent nature, numbering of equipment must continue consecutively, year after year, rather than starting a new series each year. All inventory transferred or disposed of must be recorded on the Adult Education Inventory Transfer/Disposal Form (Revised 1/13/12) and a copy should be attached to the Inventory Control Form (Revised 10/31/13).
18. When program services or funding is discontinued by the Adult Education Division, the contractor shall return to the Adult Education Division within thirty (30) calendar days all property purchased with adult education funds.
19. All travel costs including those within the contractor's service area are allowable only when travel is specifically related to the operation of each funding source. (See Department of Career Education State Travel Guidelines.)

20. In keeping with the guidelines in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the contractor assures that no person shall on the basis of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
21. The contractor agrees that provisions shall be made for promoting gender equity and serving individuals with special needs.
22. Individuals who will be paid as instructors (full-time or part-time) will hold a valid, current Arkansas Department of Education Teacher's License. If full-time teachers are not already licensed in adult education, they must obtain additional licensure in adult education within four years of the date of their initial full-time employment.
23. Tutors for all private non-profit literacy councils or community-based organizations (CBO's) will be certified in Laubach, any method approved by ProLiteracy, or other instructional/tutoring methods approved by the Adult Education Division.
24. All personnel employed using adult education funds are required to attend all in-service or staff development training deemed necessary by the Adult Education Division.
25. Individual schools/agencies receiving funds from the Department of Career Education, Adult Education Division, will not be allowed to subcontract for services.
26. The contractor assures that it will file annually with the Adult Education Division the following completed copies of required federal documents before accepting or expending funds:
 - ___ a. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
 - ___ b. Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements
 - ___ c. Disclosure of Lobbying Activities (31U.S.C.1353)
27. As a condition of the grant, the applicant certifies that it will or will continue to comply with the terms and requirements of the Federal Funding Accountability and Transparency Act (FFATA).
28. Funds granted under the federal AEFLA will be used to supplement, not supplant, any existing services or activities receiving assistance from federal, state or local sources.

29. The adult educational programs, services or activities that the applicant proposes to provide are coordinated with and not duplicative of programs, services, or activities made available to adults under other federal, state, and local programs, including the Carl D. Perkins Vocational and Applied Technology Education Act, the Individuals with Disabilities Education Act, Title IX of the Elementary and Secondary Education Act of 1965, the Higher Education Act of 1965, and the Domestic Volunteer Service Act.
30. The contractor must have personnel available 52 weeks of the year to respond to the Adult Education Division by phone or e-mail.
31. The contractor assures that each employee paid with Adult Education Division funds has received a copy of the Arkansas Department of Career Education, Adult Education Program Policies effective June 4, 2011. All employees have signed a statement that they have read and agree to abide by the policies.
32. The contractor should contact the Adult Education Division with any questions or issues on adherence to these assurances.
33. The Adult Education Division may reduce funding for--or terminate--any cooperative agreement in part or in whole if it has been determined that the contractor has failed to comply with the provisions contained herein.
34. Either party may prematurely terminate the cooperative agreement if funds should not become available or if unsatisfactory progress toward meeting the intended outcomes of the project is documented.

Local Education Agency (LEA) (please print or type)

Name and Title of LEA Administrator (please print or type)

Signature of LEA Administrator

Date

Email of LEA Administrator