



## **FY 2026 MISSISSIPPI ADULT EDUCATION GRANT ASSURANCES**

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The Grantee accepts overall responsibility for ensuring grant funds are expended in accordance with the Workforce Innovation and Opportunity Act (WIOA)/Adult Education and Family Literacy Act (AEFLA), the General Education Provisions Act (GEPA), and other statutes applicable to the execution of a federally funded workforce/education program. The grantee gives assurances to the OAE that:

1. The Grantee agrees to manage funds prudently and maintain fiduciary control of federal and state monies in compliance with:
  - a. Education Department General Administrative Regulations (EDGAR); and
  - b. Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards - 2CFR 200.
2. The Grantee will agree to supplement and not supplant other State or local public funds expended for adult education and literacy activities under WIOA Title II.
3. The Grantee agrees that funding provided by the Agency, pursuant to this contract, is provided on a reimbursement basis. Amounts requested for reimbursement must be based upon the actual expenses within the approved budgets. The grantee assures that funds will be used only for financial obligations incurred during the grant period.
4. 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.
5. The Grantee assures that funds will only be expended on eligible activities outlined in the Adult Education and Family Literacy Act as defined in the MS Workforce Innovation Opportunity Act (WIOA) Combined plan and in the Adult Education Program Guidelines.
6. 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, practice tests).
7. The Grantee understands that food and beverage is not an allowable expense with federal and state dollars.

8. The Grantee will follow the State of Mississippi, Department of Finance regulations for all travel.
9. Grantee will follow 2CFR §200.318 (Procurement Standards) through §200.327 (Contract Provisions).
10. The Grantee will comply with all provisions of the OAE Program Guidelines for Adult Education and Family Literacy Programs.
11. 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. A decision on whether to grant the waiver will be determined by the Agency.
12. The Grantee assures ALL Adult Education instructors, and the Program Administrator/Director will have a minimum of a four-year degree from an accredited college or university (State Requirement).
13. 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.
14. The Grantee 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.
15. The Grantee will give the grantor agency or access to all records or documents related to the grant, including the submission of reports as may be required.
16. The Grantee will comply with the requirements of the Family Educational Rights and Privacy (FERPA) Act of 1974.
17. 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).
18. The Grantee agrees to adhere to the Records Retention Schedule, which stipulates that records must be maintained for a period of **current program year plus 3 years** after the final reporting period for the grant. See 2 CFR 200.334.
19. The grant award is for a five-year period (July 1, 2025, to June 30, 2030) and must be renewed through a formal application process each fiscal year the Grantee agrees to operate classes. The Grantee understands that **classes may not be closed for more than two-consecutive weeks without written approval from the OAE**. Request & written approval must be received at least 45 days prior to the date of closing. This includes continuation into the new fiscal year (State Requirement).

20. The Grantee will schedule all students a minimum of eight hours of instruction per week (state requirement).
21. The Grantee will provide the Smart Start Pathway Course and assure all participants meet the requirements of the course (State Requirement).
22. 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 provide adequate ADA and 504 accessible facilities, equipment, and materials meeting student needs.
23. The Grantee assures that the state-approved standards for English for Speakers of Other Languages (ESOL) and the Mississippi College and Career Readiness (CCR) standards are used throughout the duration of the grant (State Requirement).
24. The Grantee will provide local professional development for staff and faculty and assure participation in state-provided professional development meetings as appropriate and deemed mandatory by the agency.
25. 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 policy and procedures manual for adult education.
26. 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 matching purposes.
27. The Grantee assures that National Reporting System (NRS) of Adult Education data quality standards will be met, including academic performance, HSE, and transition goals.
28. The Grantee assures requests for reimbursement with supporting expenditure back-up documentation and appropriate agency signatures shall be submitted **monthly** to the MS Community College Board, unless specified otherwise.
29. The Grantee assures that receipts and expenditures of all funds associated with adult education will be documented, accounted for, and available for review as required by the OAE.
30. The Grantee agrees to implement activities to meet or exceed the Mississippi Adult Basic Education primary indicators of performance and other measures.
31. The Grantee will organize an advisory committee of citizens from its defined service area with representation from each county and adhere to the guidelines as specified by the Agency (State Requirement).

32. 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.
33. 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.
34. In accordance with the General Education Provisions Act (GEPA), the Grantee will implement specific measures to remove barriers to success and participation in the program's services. Specific consideration will be given to persons who may experience a barrier based upon factors such as gender, race, national origin, color, disability, or age.
35. 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).
36. The Grantee also agrees to:
  - a. take responsibility for performance that does not meet the standards designated by the OAE;
  - b. write program improvement plans when designated by the OAE; and
  - c. participate in an onsite comprehensive evaluation/monitoring visit once every five (5) years, unless risk assessment evaluation results recommend earlier intervention.
37. 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.
38. The Grantee 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.
39. The Grantee will provide career pathway options to participants (State Requirement).
40. If Grantee, in Agency's sole determination, fails or refuses for any reason to perform any of its obligations under this contract or violates the grant policies, procedures or assurances (e.g. fulltime teachers not teaching the hours required by the grant), Agency may impose sanctions as it may deem appropriate. Sanctions may include, but 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 to Contractor until Contractor complies, or suspension of this contract 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 Contractor's receipt of written notice thereof from Agency.

We the undersigned hereby attest to the above on behalf of:

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**(LEGAL NAME OF APPLICANT ORGANIZATION)**

<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>			

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**STATE USE ONLY**

**Date approved:** \_\_\_\_\_  
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**State Director of Adult Education**