

**Workforce Development Agency – SOM
Office of Adult Education
201 N. Washington Square
Lansing, Michigan 48913**

Authority: P.L. 105-220, Workforce Investment Act of 1998, Title II, Adult Education and Family Literacy Act

Direct questions regarding this form to the Office of Adult Education at (517) 373-8800.

Completion: Voluntary. (Consideration for funding will not be possible if form is not filed.)

**Adult Learning - Special Projects
2012-2013**

APPLICANT

Applicant Name AAA - TEST Schools	District Code 33001
Address 2727 Alliance Drive Suite #1	
City Lansing	Zip Code 48910
Telephone	Fax

CONTACT PERSON

Contact Name	
Address	
City	Zip Code
Telephone	Fax
Email Address	

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

WORKFORCE DEVELOPMENT AGENCY ASSURANCES & CERTIFICATIONS FOR FEDERAL/STATE EDUCATION GRANTS Office of Adult Education

Project Changes

The grantee must obtain prior written approval for major project changes from the grant administrator.

Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

Program Income

If applicable, program income directly generated by the federally funded program shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. (EDGAR 80.25)

Purchase of Equipment

The purchase of equipment not specifically listed in the approved budget, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

None of the funds expended under this act will be used to acquire equipment including computer software in any instance in which such acquisitions results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

Accounting Principles

The Grantee shall adhere to the School District Accounting Manual and/or the Generally Accepted Accounting Principles and shall maintain records that will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state and federal grant funds shall be reported by line item and compared to the approved budget.

Audit Requirements

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

The applicant hereby assures that it will direct its auditors to provide the Workforce Development Agency access to their audit work papers to upon the request of the Workforce Development Agency.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Grantee is required to have an audit performed in compliance with the Single Audit Act and submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

Intellectual Property

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

Indemnification (Community Colleges, Municipalities, State Government Agencies, Federal Government Agencies, School Districts)

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Indemnification (All Other Entities)

a) General Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the Grantee or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

may incur.

(b) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(c) Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(d) Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(e) Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, height, weight, marital status or disability shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S.

Department of Education or the Workforce Development Agency.

Recipients of federal funds are required to issue notice of nondiscrimination to applicants, participants, beneficiaries and others in a continuous manner. Regulations require that the name or title, address, and telephone number of the employee designated to coordinate compliance efforts be included. A statement of nondiscrimination must be included in all bulletins, announcements, publications, catalogs, applications, agreements, and recruitment materials. Additional forms of notification (publication in newspapers, cable public access, web sites, etc.) may also be used.

Certification Regarding Boy Scouts of America Equal Access Act, 20 U.S.C.7905, 34 CFR PART 108.

A State or subgrantee that is a covered entity as defined in Sec. 108.3 of this title shall comply with the nondiscrimination requirements of the Boy Scouts of America Equal Access Act, 20 U.S.C. 7905, 34 CFR part 108.

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

Unfair Labor Practice

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying for Grants and Cooperative Agreements

No federal, appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal grant or cooperative agreement, the Authorized Agency Official shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. The Authorized Agency Official shall require that the language of this certification be included in the awards documents of all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Governing Law

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

Jurisdiction

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void

Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement

Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement

Assurance Regarding Compliance with Grant Program Requirements

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

The grantee agrees to comply with all applicable requirements of all State statutes, Federal laws, executive orders, regulations, policies and award conditions governing this program. The grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, the Workforce Development Agency may withhold funds otherwise due to the grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the grantee comes into compliance or the matter has been adjudicated and the amount disallowed has been recaptured (forfeited). The Department may withhold up to 100% of any payment based on a monitoring finding, audit finding or pending final report.

Certification Regarding Title III of the Americans With Disabilities Act (ADA), P.L. 101-336, Public Accommodations and Commercial Facilities (for Title III applicants only)

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools, and day care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from the Workforce Development Agency, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title II of the ADA for the program or service for which they receive a grant.

Certification Regarding Title II of the Americans With Disabilities Act (ADA), P.L. 101-336, State and Local Government Services (for Title II applicants only)

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

Civil Rights

The Civil Rights Compliance Program, administered by the Workforce Development Agency, enforces several statutes that protect the rights of beneficiaries of programs, activities or services as part of approved Career and Technical/Occupational Education programs that receive federal financial assistance. These laws prohibit discrimination on the basis of race, color, and national origin (Title VI of the Civil Rights Act of 1964), gender/sex (Title IX of the Education Amendments of 1972), disability (Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990), and age (Age Discrimination Act of 1975).

Certification Regarding Drug-Free Workplace Requirements

The applicant agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 84, Subpart B.

Certification Regarding Gun-Free Schools – Federal Programs (Section 4141, Part A, Title IV, NCLB)

The applicant assures that it has in effect a policy requiring the expulsion from school for a period of not less than one year of any student who is determined to have brought a weapon to school under the jurisdiction of the agency except such policy may allow the chief administering officer of the agency to modify such expulsion requirements for student on a case-by-case basis. (The term "weapon" means a firearm as such term is defined in Section 92' of Title 18, United States Code.)

The district has adopted, or is in the process of adopting, a policy requiring referral to the criminal or juvenile justice system of any student who brings a firearm or weapon to a school served by the agency.

Assurance Concerning Materials Developed with Funds Awarded Under This Grant

The grantee assures that the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, brochures, and flyers: "These materials were developed under a grant awarded by the Workforce Development Agency."

Assurance Concerning Non-Construction Programs

The grantee assures that compliance will be met with all related federal and state laws regarding non-construction programs.

Participation of Non-Public Schools

The applicant assures that private non-profit schools have been invited to participate in the grant program and participating schools have been consulted in assessing needs, planning, and implementing the activities of this application. The applicant shall maintain continuing administrative control and direction over funds and property that benefits participants enrolled in private schools.

Assurance with Section 511 of the U.S. Department of Education Appropriation Act of 1990

When issuing statements, press releases, requests for proposals, solicitations, and other documents describing this project, the recipient shall clearly state: 1) the dollar amount of federal funds for the project, 2) the percentage of the total cost of the project that will be financed with federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by nongovernmental sources.

Adult Learning - Special Projects - Assurances and Certifications

Agency: AAA - TEST Schools

Recipient Code: 33001

Application Description:

Supplement Not Supplant

Federal funds received under this Act shall be used to supplement and not supplant State or local funds for any activity carried out in the delivery of this program.

Assurances are hereby given that the applicant agency will:

- (1) Utilize the Federal ABE funds to supplement local program activities described;
- (2) Provide adult programs that are coordinated with and not duplicative of programs, services or activities made available to adults under other Federal, State and local programs, including the WIA, the Carl D. Perkins Vocational Education Act, the Rehabilitation Act of 1973, the Education of the Handicapped Act; the Indian Education Act, the Higher Education Act of 1965, and the Domestic Volunteer Service Act; and
- (3) All eligible agencies receiving funds under this act shall assure direct and equitable access to all eligible clients.

Conflict of Interest

A grantee may not permit a person to participate in an administrative decision regarding a project if, (1) the decision is likely to benefit that person or a member of his or her immediate family; and (2) the person is a public official or has a family or business relationship with the grantee.

A grantee may not permit any person participating in the project to use his or her position for a purpose that is --or gives the appearance of being--motivated by a desire for a private financial gain for that person or for others.

Assurance Against Trafficking in Persons

The applicant assures that it adopts the requirements in the Code of Federal Regulations at 2 CFR 175 as a condition for this grant. You as a subrecipient under this award and your employees may not --

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

Under this condition, the Federal awarding agency may terminate this grant without penalty for any violation of these prohibitions by the grantee, its employees, or its subrecipients.

Assurance Regarding the Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

The applicant assures that it prohibits text messaging and emailing while driving during official grant business. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on 'Reducing Text Messaging While Driving,'" October 1, 2009.

Assurance Regarding Reporting Subaward Data for Subrecipients

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that subaward data be reported for all new Federal grants funded at \$25,000 or more with an award date on or after October 1, 2010.

An applicant or subrecipient assures that it will timely report data as needed to WDA for the purposes of federal reports for any subaward on a grant awarded by the U.S. Department of Education will be reported for each action or subaward that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Certification Regarding Universal Identifier Requirements

The applicant or grant recipient certifies it will meet the requirement for supplying a Data Universal Numbering System (DUNS) number. As a condition of a subrecipient of a federal grant award, you must supply a DUNS number to MDE. No entity may receive a federal subaward without a DUNS number. MDE will not make a subaward to an entity unless that entity has provided its DUNS number.

Reporting Prime Awardee Executive Compensation Data

An applicant or subrecipient assures that it will comply the Federal Funding Accountability and Transparency Act (FFATA) requirement that executive compensation data be reported for all new Federal grants funded at \$25,000 or more with an award date on or after October 1, 2010.