



## Illinois State Board of Education

100 North First Street • Springfield, Illinois 62777-0001  
www.isbe.net

**Jesse H. Ruiz**  
Chairman

**Christopher A. Koch, Ed.D.**  
State Superintendent of Education

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July 17, 2009

To Regional Superintendents of Schools:

The Division of English Language Learning is announcing an opportunity for Regional Offices of Education to apply for small amounts of grant funding for FY10 to provide professional development to local rural or other small districts on state and federal laws related to serving English Language Learner (ELL) students including the identification, assessment and provision of academic instruction to ELL students.

The ROE ELL Professional Development Initiative Grant (September 1, 2009 – June 30, 2010) provides \$2,000 in FY10 Title III SEA Professional Development funds per eligible ROE to enable ROEs with small and rural school populations to:

- update ROE knowledge of required services for LEP students, and
- provide professional development to rural or other small local school districts that are experiencing the enrollment of ELL students for the first time or are now experiencing a major influx of ELL students.

Funding for this grant is contingent upon the availability of Title III funds. ROEs that received FY09 grants as well as eligible ROEs that did not apply in FY09 are eligible to apply. Criteria for ROE eligibility are identified in the application. ROEs may apply individually or in consortia for this grant.

An application packet has been provided that allows eligible ROEs to apply for one or more of the grants at one time. Completed applications must be postmarked no later than Friday, August 7, 2009. All proposals must be submitted to:

Robin M. Lisboa, Division Administrator  
Illinois State Board of Education  
English Language Learning Division  
100 W. Randolph Street, Suite 14-300  
Chicago, IL 60601-3268-3169

For more information, please contact Sherry Johnson at 312-814-3850.

**ILLINOIS STATE BOARD OF EDUCATION**  
 English Language Learning Division  
 James R. Thompson Center  
 100 West Randolph, Suite 14-300  
 Chicago, IL 60601-3268-3169

**ROE APPLICATIONS FOR FY 2010**

This application may be used to apply for the FY10 ROE ELL Professional Development Grant. The completed application should be postmarked and mailed to the above address by Friday, August 7, 2009.

**PART A - ROE INFORMATION**

NAME OF ROE	ROE CODE
ROE ADDRESS (STREET, CITY AND AND ZIP CODE)	ROE COUNTIES
NAME OF ROE ELL PROGRAM CONTACT	TELEPHONE
E-MAIL	FAX
NAME OF REGIONAL SUPERINTENDENT	TELEPHONE
E-MAIL	FAX

APPLICATION TYPES:

- FY10 ROE ELL Professional Development Grant  
 September 1, 2009 - June 30, 2010
- Individual application
- Consortium
- Administrative Agent
- Member ROE

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**FY 2010**

**Part B: Regional Office of Education - ROE ELL Professional Development Grant**

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As Illinois' student population changes, Limited English Proficient (LEP) students are enrolling in school districts across the state. Such students, also known as English Language Learners (ELLs), represent over 100 languages. Rural and small school districts are often not prepared to provide necessary language support services, such as native language instruction, English as a Second Language (ESL) or even sheltered instruction in English. These local districts may:

- never previously enrolled LEP students or had only one or two LEP students,
- previously have not provided ESL or native language instruction, but now plan to provide such services,
- currently serve LEP students without having an approved program,
- currently have program approval from DELL and need professional development for general education teachers and bilingual assistants, or
- have no instructional staff with ESL or Bilingual endorsements or approvals and need to recruit such teachers.

The **ROE ELL Professional Development Grant** (September 1, 2009 – June 30, 2010) funding will enable Regional Offices of Education (ROEs) with small and rural school populations to:

- update ROE staff knowledge of required services for LEP students, and
- provide professional development to rural or other small local school districts that are experiencing the enrollment of limited English proficient students (LEP) either for the first time or are now experiencing a major influx of LEP students.

**The professional development topics to be covered by this grant will provide small and rural districts with information on:**

- state and federal laws requiring the provision of English as a Second Language instruction or instruction in the native language, if appropriate, to the students needs and as required by state law,
- best practices of bilingual education to general education teachers, ESL teachers, bilingual teachers and teacher aides,
- bilingual program models, curriculum and methods of instruction for English Language Learners, and
- will increase the capacity of ROE staff to provide such professional development to its districts.

**ROE Eligibility and Funding:**

- Eligible ROEs are those that have one or more rural or small school districts with an average daily attendance of 600 or fewer students.
- Each eligible ROE may apply for \$2,000 in funding.

**Instructions for Application:**

- Each ROE may apply by itself or as a member of a consortium.
- Each ROE seeking funds **must** complete an application.
- A consortium must select an administrative entity that will handle the funds and financial reporting for the consortium.

**Instructions for Applying as an Administrative Entity or a Consortium Member:**

- An ROE selected as administrative agent must furnish a brief intergovernmental agreement signed by all consortium members. This agreement must include a statement that the members agree that their funding is to be sent to the administrative agent.
- Each consortium member must fill out a complete application. Each consortium member must submit its application to the **Division of English Language Learning and also provide the administrative agent with a copy of its budget and program description for inclusion in the consolidated budget and program plan.**
- **The administrative agent will submit a consolidated budget detailing how its funds and those of all consortium members will be used.**

All ROEs will be required to provide a short report of its activities in furtherance of this grant covering activities through January 31, 2010 (due by February 28, 2010) and a final report covering activities through June 30, 2010 (due by July 31, 2010).

One expenditure report covering the entire grant period (September 1, 2009 – June 30, 2010) will be due by July 31, 2010.

The **ROE ELL Professional Development Grant** funding is from federal No Child Left Behind, Title III SEA Professional Development Activities – English Language Acquisition funds.

- Initial Budget (11)       Amendment (No. \_\_\_\_\_ )  
 Revised Initial Budget       Multi ROE

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 English Language Learning  
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ATTACHMENT 3A

<b>PROJECT NUMBER</b>		SUBMISSION NO. / O
FISCAL YEAR <b>10</b>	SOURCE OF FUNDS CODE <b>4999</b>	ROU/OU/ÖÖÄ
UNION NAME AND NUMBER		
CONTACT PERSON		
TELEPHONE NUMBER (Include Area Code)		FAX NUMBER (Include Area Code)

**FY 2010**  
**TITLE III: SEA ACTIVITIES ROE ELL**  
**PROFESSIONAL DEVELOPMENT GRANT**

**Budget Summary and Payment Schedule**

**NOTE: Use whole dollars only. OMIT DOLLAR SIGNS, COMMAS AND DECIMAL PLACES, e.g., 2536**

<b>ISBE USE ONLY</b>	ISBE PROGRAM APPROVAL DATE AND INITIALS	
	CARRYOVER FUNDS	
	TOTAL FUNDS	
	CURRENT FUNDS	
	BEGIN	END

LINE	FUNCTION NO. 1	EXPENDITURE ACCOUNT 2	SALARIES 3	EMPLOYEE BENEFITS 4	PURCHASED SERVICES 5	SUPPLIES & MATERIALS 6	CAPITAL OUTLAY 7	OTHER OBJECTS 8	TOTAL 11	PAYMENT SCHEDULE
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	(Obj. 500s)	(Obj. 600s)		
7	2210	Improvement of Instruction Services								July-August
10	2300	General Administration ***								September
26	4000	Payments to Other Districts and Governmental Units								October
28	TOTAL DIRECT COSTS									November
30	<b>TOTAL BUDGET</b>									December

\*\*\* Administrative costs may not exceed 5% of the total budget for any fiscal year.

\_\_\_\_\_  
 Date                      Original Signature of Regional Superintendent/Authorized Official

\_\_\_\_\_  
 Date                      Original Signature of ISBE Division Administrator, English Language Learning

January
February
March
April
May
June
July-August
TOTAL \$

FY 2009

**TITLE III: SEA ACTIVITIES ROE ELL PROFESSIONAL DEVELOPMENT GRANT  
AMENDMENT BUDGET SUMMARY BREAKDOWN**

Provide an itemized breakdown of the line item expenditure accounts listed on the Budget Summary. Identify on this side only expenditure accounts to be amended. (Duplicate additional pages as necessary). Amounts shown on this budget amendment will supersede all previously approved budgets.

FUNCTION NUMBER (1)	OBJECT NUMBER (2)	ITEMIZATION (3)	CURRENTLY APPROVED AMOUNT (4)	REQUESTED CHANGE (+ or -) (5)	REVISED AMOUNT (6)	RATIONALE FOR REQUESTED CHANGE (7)
			<b>NET CHANGE (+ or -)</b>			

**FY 2010 TITLE III SEA ACTIVITIES  
 ROE ELL PROFESSIONAL DEVELOPMENT GRANT**

ROE NAME AND NUMBER

**Detailed Budget Breakdown**

Provide an itemized breakdown, by function and object category of expenditures to be incurred. Identify staff by name, list individual salaries and provide a breakdown of fringe benefits. Identify the function and object code numbers and describe the expenditures for which reimbursement is sought. **Use whole dollar amounts only.**

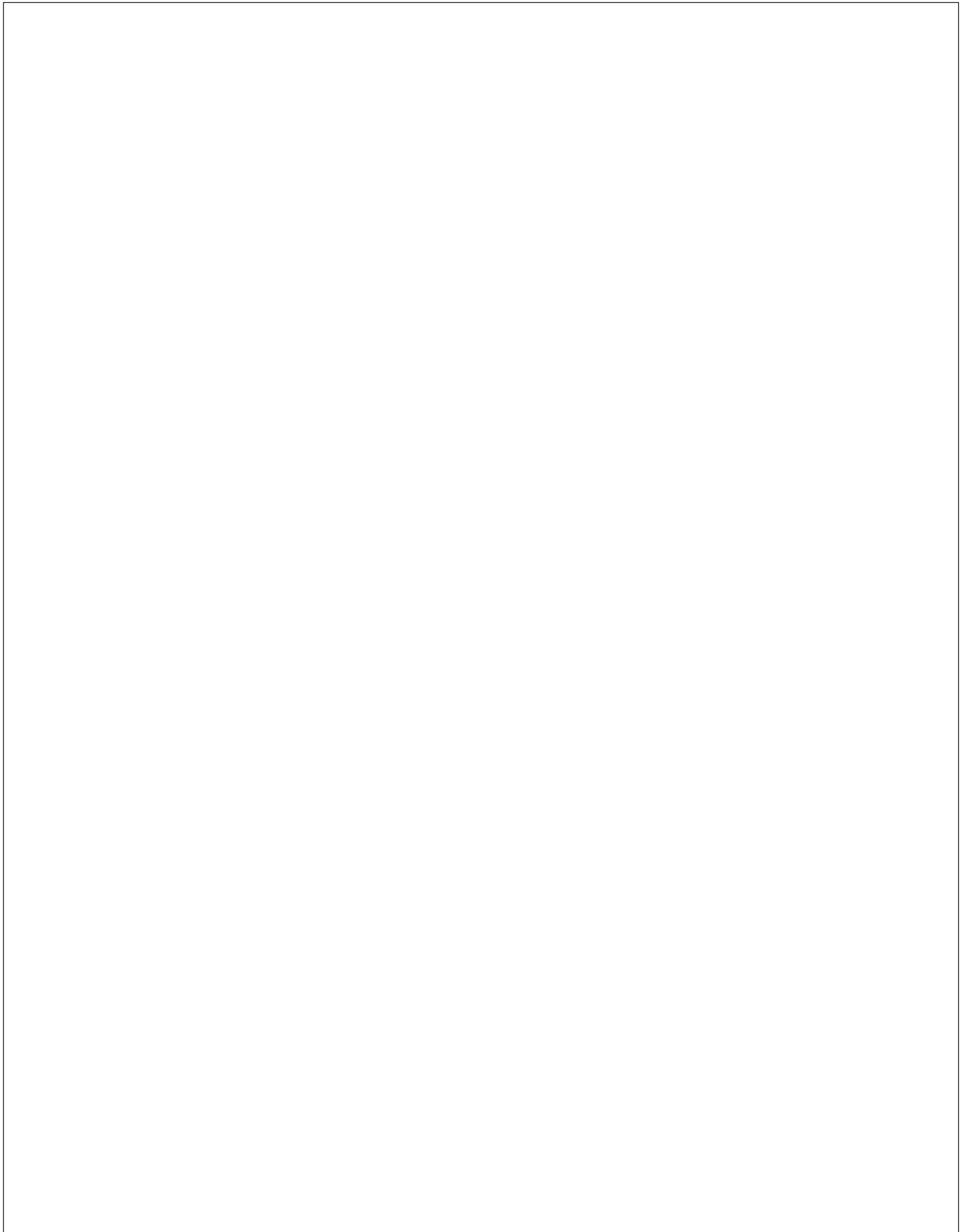
(A) Function Number	(B) Object Number	(C) Expenditure Description and Itemization	(D) Title III SEA ROE ELL Prof. Dev. Grant Expenditures
<b>TOTAL</b>			

**FY 2010  
ROE ELL PROFESSIONAL DEVELOPMENT GRANT  
Program Description**

Describe how the funds will be used to provide professional development in the field of bilingual education to administrators, teachers (bilingual, ESL and general education teachers and bilingual teaching assistants) and other staff in small and rural school districts on:

1. State and federal laws requiring the provision of native language instruction (as determined by program size and as appropriate to the individual student's needs) and English as a Second Language (ESL) services;
2. Identification, assessment and student accountability;
3. Best practices in the field of bilingual education (program models, curriculum and methods of instruction);
4. State and federal NCLB qualifications for teachers and program administrators;
5. Provide an explanation of how this program articulates with other ROE professional development programs for district staff serving the same population (such as *Title I - IASA and Federal Title VII-Bilingual, etc.*)

**In addition, provide information on how the ROE will use these funds to increase the capacity of its staff to address the issues of LEP students and provide professional development on these issues to local districts.**



A GRANT AGREEMENT  
BETWEEN THE ILLINOIS STATE BOARD OF EDUCATION  
AND

GRANTEE \_\_\_\_\_

THIS GRANT AGREEMENT (this "Agreement") is made and entered into on \_\_\_\_\_, by and between the Illinois State Board of Education (the "State Board of Education") and \_\_\_\_\_ (the "Grantee").

WITNESSETH:

WHEREAS, the State Board of Education, pursuant to NCLB Title III SEA Activities, has the authority to distribute funds to eligible applicants for the purposes of implementing the ROE ELL PROFESSIONAL DEVELOPMENT GRANT;

WHEREAS, the State Board of Education issued a Grant Application on July 1, 2009, seeking eligible applicants for funding through the ROE ELL PROFESSIONAL DEVELOPMENT GRANT;

WHEREAS, in accordance with the aforementioned , the Grantee has submitted an application for funding from the State Board of Education for the ROE ELL PROFESSIONAL DEVELOPMENT GRANT to implement the program activities, services and purposes described on Exhibit A attached hereto (the " Grant Activities"); and

WHEREAS, the State Superintendent of Education has approved the funding of the Grant Activities through the ROE ELL PROFESSIONAL DEVELOPMENT GRANT;

NOW THEREFORE, in view of the mutual covenants herewith contained, the parties agree as follows:

1. The State Board of Education hereby awards the Grantee a grant in the amount set forth in the Grantee Budget Summary and Payment Schedule attached hereto as Exhibits B and C (the "Grant Award") for the Grant Activities. The Grantee agrees that the Grant Award shall be expended in accordance with the budget attached hereto as Exhibits B and C, and in accordance with the other terms and provisions of this Agreement.
2. The beginning date of funding eligibility for Grant Activities shall be September 1, 2009. The ending date of funding eligibility for Grant Activities shall be June 30, 2010. The period from the beginning and ending dates listed in the preceding sentence is hereafter referred to as the "Term". The Grantee shall complete the Grant Activities within the Term.
3. The disbursement of the Grant Award will be made by the State Board of Education in accordance with the payment schedule attached hereto as Exhibit B. If requested by the State Board of Education, the Grantee shall provide documentation to substantiate the requested amount.
4. This Agreement is subject to the Program-Specific Terms set forth on Exhibit D and the Certifications, Assurances and Standard Terms of the Grant set forth on Exhibit E. In the event of any conflict or inconsistency among the documents constituting this Agreement, the following order of precedence shall govern:
  - i. This Agreement, excluding the Exhibits;
  - ii. Exhibit E, The Certifications and Assurances, and Standard Terms of the Grant and any federal certification forms that may be required (i.e., Certification Regarding Debarment and Certification Regarding Lobbying);
  - iii. Exhibit D, Program-Specific Terms; and
  - iv. Exhibits A, B and C.
5. This Agreement, including the Exhibits specified below which are incorporated into this Agreement by this reference, constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party. This Agreement may not be amended or modified except by a written instrument executed by both the Grantee and the State Board of Education.

- Exhibit A: Grant Activities (i.e., approved proposal, attachments and any approved amendments to the original proposal)
- Exhibit B: Grantee Budget Summary and Payment Schedule
- Exhibit C: Budget Breakdown/Narrative
- Exhibit D: Program-Specific Terms
- Exhibit E: Certifications and Assurances, and Standard Terms of the Grant

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ILLINOIS STATE BOARD OF EDUCATION

Grantee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Executive Staff or Division Administrator)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Illinois State Board of Education  
**CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT**

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*(Insert Applicant's Name Here)*

The applicant/award recipient (hereinafter the term applicant includes award recipient as the context requires), hereby certifies and assures the Illinois State Board of Education that:

1. Applicant is a(n): *(Check one)*

Individual     Corporation     Partnership     Unincorporated association     Government entity

Social Security Account Number, Federal Employer Identification Number or Region/County/District /School Code, as applicable: \_\_\_\_\_

2. The applicant has the necessary legal authority to apply for and to receive the proposed award. The filing of this application has been authorized by the governing body of the applicant, and the undersigned representative has been duly authorized to file this application for and in behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application and any award in relation thereto.

**DEFINITIONS**

“Applicant” means an individual, entity or entities for which grant funds may be available and has made application to the Illinois State Board of Education for an award of such grant funds.

“Award recipient” means the person, entity or entities that are to receive or have received grant funds through an award from the Illinois State Board of Education. The terms “grantee” and “award recipient” may be used interchangeably.

“Expenditure through dates” are from the project beginning date through September 30, December 31, March 31 and June 30 of each fiscal year and the project ending date.

“Grant” means the award of funds, which are to be expended in accordance with the Grant Agreement for a particular project. The terms “grant”, “award” and “project” may be used interchangeably.

“Project” means the activities to be performed for which grant funds are being sought by the applicant.

The capitalized word “Term”, means the period of time from the project beginning date through the project ending date.

**PROJECT**

3. The project proposed in the application, and as negotiated and finalized by the parties in the Grant Agreement, is hereinafter referred to as the “project”. In planning the project there has been, and in establishing and carrying out the project, there will be (to the extent applicable to the project), participation of persons broadly representative of the cultural and educational resources of the area to be served, including persons representative of the interests of potential beneficiaries.
4. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.
5. All funds provided shall be used solely for the purposes stated in the approved proposal/application.
6. The project will be administered by or under the supervision of the applicant and in accordance with the laws and regulations applicable to the grant. The applicant will be responsible for and obtain all necessary permits, licenses or consent forms as may be required to implement the project.

**SUBCONTRACTING**

7. No subcontracting is allowed under this project, except as set forth in the Grant Agreement.

If subcontracting is allowed, then all project responsibilities are to be retained by the applicant to ensure compliance with the terms and conditions of the grant. All subcontracting must be documented and must have the prior written approval of the State Superintendent of Education. Approval of subcontracts shall be subject to the same criteria as are applied to the original proposal/application. The following information is required if any subcontracting is to be utilized:

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;

- Measurable and time-specific services to be provided;
- Association costs, i.e., amounts to be paid under subcontracts;
- Projected number of participants to be served.

The applicant may not assign, convey or transfer its rights to the grant award without the prior written consent of the State Board of Education.

## FINANCIAL TERMS

8. Payment under this grant is subject to passage of a sufficient appropriation by the General Assembly for the program. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient funds (i.e. state, federal or other) for this program.
9. An applicant must not obligate funds prior to the start date of the project set forth in the final Grant Agreement. The project's start date cannot precede the start of the fiscal year for which the funds are appropriated.

All project activities must be completed between the project beginning date and the ending date (the "Term"). Liquidation of all obligations, including the current year's audit fee, should be completed no later than 90 calendar days after the project ending date.

10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.
12. Obligation of funds for items or services based on amendments cannot be encumbered prior to the date of receipt at ISBE of a substantially approvable budget amendment provided the scope/intent of the approved project has not changed. If the scope/intent of a project changes based on an amendment, programmatic approval must be obtained prior to the obligation of funds based on the amendment. ISBE shall be the final determiner of whether an amendment changes the scope/intent of a project. The begin date of the project cannot precede the beginning of the fiscal year for which the funds are appropriated. Requests for budget amendments must be received by the State Board of Education no later than 30 calendar days prior to the project ending date for which the amendment is being sought.
13. Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient's policies and procedures related to such expenditures. Funds may only be expended or obligated for activities occurring during the Term.
  - A. State funded grants: All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on State funded grant programs and grant funds not expended or obligated by the end of the Term, as well as interest earned after the Term has expired, must be returned to the Illinois State Board of Education within 45 days following the end of the Term.
  - B. Federally funded grants: Interest earned in excess of \$100 per year must be returned to the Illinois State Board of Education, with checks payable to the federal agency issuing the grant (e.g., U.S. Department of Education, U.S. Department of Agriculture).

For-Profit award recipients shall not utilize grant funds in any manner for normal operating expenses or to generate a profit. The applicant certifies that notwithstanding any other provision of the application, proposal or Grant Agreement, grant funds shall not be used and will not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

14. Financial Reports: Quarterly expenditure reports are required of all award recipients receiving funds, unless otherwise specified in the program specific terms or the request for proposals. The expenditure through dates to be used in reporting expenditures and obligations are from the project beginning date through September 30, December 31, March 31 and June 30 of each fiscal year and the project ending date.

If you have an established IWAS account with the Illinois State Board of Education, you will be electronically notified when expenditure reports are due and you must submit expenditure reports electronically by the due date. If you are not enrolled in IWAS, expenditure report forms will be mailed to the award recipient at least thirty days before they are due to the Illinois State Board of Education. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may,

without limitation, withhold current and subsequent years' project funding until the reports are properly filed.

All grant funds must be spent or obligated and all activities must be completed prior to the project ending date. Each award recipient must submit a completion report showing the obligations and the expenditures for the project no later than 30 calendar days after the project ending date.

If a completion report was filed through the project ending date and had no outstanding obligations, the completion report will be the award recipient's final expenditure report. Failure to submit this completion/final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within 45 calendar days of the project ending date for all state grants or federal grants that do not expressly allow carryover funds. Failure to return the funds will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the overpayment is returned.

If a completion report was filed with outstanding obligations, then a final expenditure report showing total project expenditures (with all prior obligations paid) must be submitted no later than 90 calendar days after the project ending date. Failure to submit the final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within 45 calendar days from the date of first notice of the amount due for all state grants or federal grants that do not expressly allow carryover funds. Failure to return the funds will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the overpayment is returned.

15. The award recipient will maintain records on project and fiscal activities related to each award for a period of three (3) years following the project ending date either for a state-funded or federally funded project. Such records shall include a fiscal accounting for all monies in accordance with generally accepted governmental accounting principles. If there are outstanding audit exceptions, records will be retained on file until such exceptions are closed out to the satisfaction of the State Board of Education.
16. The State Board of Education and other governmental entities with program monitoring authority shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later), have the right at any time to conduct on-site or off-site inspections of the award recipient's records and project operations for auditing and monitoring purposes. The award recipient shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later) and upon the request of the State Board of Education, provide the State Board of Education with information and documentation regarding the award recipient's progress or performance with respect to the administration and operation of the project.

#### **NO BINDING OBLIGATION**

17. The applicant acknowledges and agrees that the selection of its proposal for funding, or approval to fund an application, shall not be deemed to be a binding obligation of the State Board of Education until such time as a final Grant Agreement is entered into between the applicant and the State Board of Education. Prior to the execution of a final Grant Agreement, the State Board of Education may withdraw its award of funding to the applicant at any time, for any reason.

#### **COPYRIGHT**

18. All rights, including copyright to data, information and/or other materials developed pursuant to an award, are retained by the State Board of Education, unless otherwise agreed in writing by the State Board of Education. All such work products produced by the award recipient through work pursuant to the award shall be made available to the State Board of Education upon request.

#### **DEFAULT AND TERMINATION**

19. The award recipient will be in default of the grant award and the corresponding Grant Agreement if it breaches any representation or warranty made in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant, or fails to observe or perform any covenant, agreement, obligation, duty or provision set forth in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant. Upon default by the award recipient and written notification by the State Board of Education, the award recipient will have ten days in which to cure the default to the satisfaction of the State Board of Education. If the default is not cured to the satisfaction of the State Board of Education, the State Board of Education shall thereafter have full right and authority to terminate the Grant Agreement, and/or seek such other remedy that may be available at law or in equity. Upon termination of the Grant Agreement, the award recipient will cease all use of grant funds, shall cancel all cancelable obligations relating to the project, and shall return all unexpended grant funds to the State Board of Education within 45 days of termination.

#### **INDEMNIFICATION**

20. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without

limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

If the applicant is a government unit only, it is understood and agreed that neither the applicant nor the State Board of Education shall be liable to each other for any negligent or wrongful acts, either of commission or omission, unless such liability is imposed by law.

## GENERAL CERTIFICATION AND ASSURANCES

21. The applicant will obey all applicable state and federal laws, regulations, and executive orders, including without limitation: those regarding the confidentiality of student records, such as the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.); those prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, such as Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Illinois School Code (105 ILCS 5/1-1 et seq.). Further, no award recipient shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (*Plyler v. Doe*, 457 U.S. 202, 102 S.Ct. 2382 (1982)).
22. The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
23. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
24. The applicant is not prohibited from receiving a grant award from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
25. The applicant certifies it has informed the State Superintendent of Education in writing if any employee of the applicant was formerly employed by the State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
26. The applicant shall notify the State Superintendent of Education if the applicant solicits or intends to solicit for employment any of the State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.
27. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.
28. The applicant certifies that it is (a) current as to the filing and payment of any applicable federal, state and/or local taxes; and (b) not delinquent in its payment of moneys owed to any federal, state or local unit of government.
29. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.
30. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all of its i) employees, ii) volunteers, and iii) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not i) employ individuals, ii) allow individuals to volunteer, or iii) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-

- 21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).
31. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: i) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; ii) identifies the allocation methods used for distributing the costs among programs; iii) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; iv) requires the propriety of the charges to be substantiated; and v) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.
32. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is a party to the joint application, a legal entity, or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.
33. The entity acting as the fiscal agent certifies that it is responsible to the applicant or, in the case of a joint application, to each applicant that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:
- i) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant;
  - ii) Maintain separate accounts and ledgers for the project;
  - iii) Provide a proper accounting of all revenue from ISBE for the project;
  - iv) Properly post all expenditures made on behalf of the project;
  - v) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;
  - vi) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants.);
  - vii) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants on actual expenditures/obligations that occur within project beginning and ending dates;
  - viii) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;
  - ix) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
  - x) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and
  - xi) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.
34. The applicant hereby assures that when purchasing core instructional print materials published after July 19, 2006, the applicant will ensure that all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21 which instructs the publisher to send (at no additional cost) to the National Instructional Materials Center (NIMAC) electronic files containing the contents of the print instructional materials using the NIMAS standard, on or before delivery of the print instructional materials. This does not preclude the district from purchasing or obtaining accessible materials directly from the publisher. For further information, see 105 ILCS 5/28-21 at <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=010500050HArt%2E+28&ActID=1005&ChapAct=105%26nbsp%3BILCS%26nbsp%3B5%>.

#### **DRUG-FREE WORKPLACE CERTIFICATION**

35. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State of Illinois for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The applicant certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency with ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this Certifications and Assurances, and Standard Terms of the Grant on behalf of the applicant.

\_\_\_\_\_  
(Name of Applicant)

By: \_\_\_\_\_  
Date Signature of Authorized Official Title

**ILLINOIS STATE BOARD OF EDUCATION**  
 100 North First Street  
 Springfield, IL 62777-0001

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) 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 Certification.

Organization Name	PR/Award Number of Project Name
Name and Title of Authorized Representative	
Signature	Date

**Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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**CERTIFICATE REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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*Organization Name*

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*PR/Award (or Application) Number or Project Name*

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*Name and Title of Authorized Representative*

---

*Signature*

---

*Date*

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 Springfield, IL 62777-0001

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

<b>1. TYPE OF FEDERAL ACTION</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	<b>2. STATUS OF FEDERAL ACTION</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. REPORT TYPE</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report
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<b>4. NAME AND ADDRESS OF REPORTING ENTITY</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee, Tier _____, if known _____ Congressional District, if known	<b>5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME</b>  _____ Congressional District, if known
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<b>6. FEDERAL DEPARTMENT/AGENCY</b>	<b>7. FEDERAL PROGRAM NAME/DESCRIPTION</b>  _____ CFDA Number, if applicable
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<b>8. FEDERAL ACTION NUMBER, if known</b>	<b>9. AWARD AMOUNT, if known</b>  \$ _____
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<b>10a. NAME AND ADDRESS OF LOBBYING ENTITY</b> (If individual, last name, first name, MI)	<b>b. INDIVIDUALS PERFORMING SERVICES</b> (Including address if different from No. 10a) (last name, first name, MI)
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*(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)*

<b>11. AMOUNT OF PAYMENT (check all that apply)</b> \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. TYPE OF PAYMENT (check all that apply)</b> <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other, specify _____
<b>12. FORM OF PAYMENT (check all that apply)</b> <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature _____ value _____	

<b>14. BRIEF DESCRIPTION OF SERVICES PERFORMED OR TO BE PERFORMED AND DATE(S) OF SERVICE, INCLUDING OFFICER(S), EMPLOYEE(S), OR MEMBER(S) CONTACTED, FOR PAYMENT INDICATED IN ITEM 11.</b>
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<b>15.</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    CONTINUATION SHEET(S), ISBE 85-37A ATTACHED
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<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	SIGNATURE _____ PRINT NAME OR TYPE _____ TITLE _____ TELEPHONE NUMBER      DATE _____      _____
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**INSTRUCTIONS FOR COMPLETION OF  
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

*Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.*

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**CONTINUATION SHEET**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

REPORTING ENTITY	Page _____ of _____