

## FY2009

### AGRICULTURAL EDUCATION INCENTIVE FUNDING GRANT

#### BACKGROUND

In 1986, the Illinois General Assembly passed Public Act 84-1452 to revitalize agricultural education in Illinois. To support the Act, an appropriation of funds for the improvement of education in and about agriculture, K-adult, was incorporated into the Illinois State Board of Education's (ISBE) annual budget. The Career Development and Preparation Division of ISBE administers the funds with advisement from the Illinois Committee for Agricultural Education (ICAE) which is appointed by the Governor. The funds are allocated to meet the objectives of the Illinois Plan for Agricultural Education and Illinois First Through Quality Agricultural Education: A Strategic Plan for Illinois Agricultural Education. The allocation supports local program improvement, curriculum development, teacher inservice, field support services, program coordination, pilot projects, and other important initiatives. All local education agencies (LEAs) offering approvable programs in agricultural education at the secondary level are eligible to apply for incentive grants. (An approvable program must be sequential, offering at least one orientation and two preparation-level courses.) Program approval may be received by submitting appropriate descriptive information to the Career Development and Preparation Division through the appropriate Education for Employment (EFE) System Director.

Contingent on the availability of funds, an amount will be allocated for incentive grants to fund local agricultural education program improvement efforts. These funds will flow to local LEAs through the Education for Employment Regional Delivery System according to an electronic application process. The application is designed to allow districts to assess their agricultural education program offerings as they relate to the quality indicators outlined in the Illinois First Through Quality Agricultural Education document. These funds were appropriated strictly as supplemental funds and are not to supplant resources currently used from local, regional, state or federal sources.

The application is a measure of programmatic components currently in place. It is recommended that supplemental funds be used to update and improve the agricultural education program, not to maintain the status quo. Of particular concern to ISBE and ICAE is the need to expand and improve the content areas of agriscience and agribusiness. Production agriculture continues to be important, but should not be the extent of the agricultural education program.

It is important to note that it is not the intent of anyone to suggest that high-quality components and programs do not exist. The intent is to assist local programs in assessing their strengths and to provide additional resources to enhance total program quality. Because each district will qualify for varying amounts based upon their quality indicators, there is potential for some districts to receive less and other districts to receive more.

If you need additional information regarding the FY2009 Agricultural Education Incentive Funding Grant, please contact Harley Hepner, Agricultural Education Consultant, at 217/782-4620.

## FY2009

### INSTRUCTIONS FOR COMPLETING APPLICATION

To apply for an Incentive Funding Grant, the application must be completed by the agricultural education teacher(s). The EFE grant agreement and assurances apply to this grant. All quality indicators claimed in the application must have been completed during the 2007-2008 school year (July 1, 2007 – June 30, 2008). [Note: *EFE System Directors, please refer to the “Forms Needed for Submission” on the last page of the guidelines.*]

The application is based on the document “Opportunities for ALL Students Through Quality Agricultural Education: Strategic Plan for Illinois Agricultural Education” which was developed by the Illinois State Board of Education, adopted by the Illinois Committee for Agricultural Education, and endorsed by the Illinois Leadership Council for Agricultural Education. The document identifies program standards for a high-quality secondary agricultural education program. The application lists quality indicators used to measure those program standards. Incentive funding will be granted to local districts based upon their successful implementation of these quality indicators.

Documentation for all quality indicators checked on the application must be on file within the district and available for programmatic review and fiscal audit. Up to ten percent (10%) of districts receiving incentive funds will be selected for on-site programmatic review and/or fiscal audit each year.

Each quality indicator has been weighted or prioritized through an x-value system. A dollar value will be assigned to the x-multiplier after all grant applications have been tabulated. (The dollar value is determined by dividing the appropriation by the total number of quality indicators claimed. The allocation is determined by multiplying the number of quality indicators claimed and verified times the x-value.) In order to qualify for funding in each of the components (A-H), the district must meet or exceed (have achieved) the MINIMUM STANDARDS. If the district has achieved the minimum standards, it qualifies for claiming the remaining quality indicators. Complete the application by checking those quality indicators which the district currently meets or exceeds and for which it can provide verification. Some of the fields have been pre-populated from the Agricultural Education Database and can only be changed by clicking on the red question mark (?) icon at the end of the indicator to trigger an email to the source of the data. Carefully review the quality indicators by referring to the instructions for clarification which are also available by clicking on the red ? icon. Upon completion of the check-off process, the application will tabulate the quality indicators claimed within each component, as well as the total for all components A-H. Teachers should click the *Finalize and Submit* button prior to printing a copy of the application for their file.

All applications must be finalized online by June 30, 2008. **No printed copies of the application will need to be submitted for FY2009.** A printed copy of the applications should be maintained in each agriculture department. Education for Employment Regional Delivery Systems will be notified of allocations no later than August 15, 2008.

## FY2009

### INSTRUCTIONS FOR COMPLETING DISTRICT BUDGETS

Funds will be used for the agricultural education program and will not be used to supplant existing funding levels. Funds will be spent per the approved budget and the latest approved budget will serve as a final district report. Funds will be utilized in compliance with ISBE guidelines to improve agricultural education programs. In the event of closure of the agriculture department, instructional materials, tools and equipment purchased with these funds will be relocated to other agriculture departments in the Education for Employment (EFE) System.

Anticipated costs included within this budget must relate exclusively to the Agricultural Education Incentive Funding initiative. Based on local assessment, identify the area(s) of greatest need for improving the agricultural program(s). Determine the appropriate function and object code and list the service(s) and/or items(s) along with approximate number and cost of each on the lines provided. By clicking on the red question mark (?) after the object code title (i.e., 414 Curriculum/Supplemental Instructional Materials), a more detailed description will appear.

A **budget form** must be completed for each school identified in the allocation memo to the EFE System Director. **The agricultural education teacher must click the *Finalize and Submit* button prior to printing a final copy for signatures. Signed budget forms must be sent to the respective FCAE Program Advisor who will in turn submit to the State Board. All budgets must be received and approved by the State Board of Education prior to expenditure of funds.** [Note: EFE System Directors, please refer to the "Forms Needed for Submission" on the last page of the guidelines.]

**If changes are required following submission of the proposed budget, an amendment must be formally submitted and approved by ISBE.** Districts may make amendments by clicking on the [Amend Budget](#) link in the left hand column of the online budget form. Teachers must click the *save changes* and *finalize and submit* buttons before printing a copy for signatures and submission. Teachers submit amendments to the respective District FCAE Program Advisor who will forward to the State Board. Copies of approved amendments will be returned to the Program Advisor, System Director, and instructors.

As in previous years, budget amendments should be submitted when there is a \$50 or greater change from the original budget approval. This level of specificity allows the budget as amended to serve as the final report and eliminates the need for a separate final report narrative. Collection of this level of fiscal data also reduces the need for additional, separate data collection processes.

Receipts, vouchers and records of expenditures must be maintained by the local education agency documenting the payment of additional salaries and/or purchase of additional services, materials and supplies. These records will be reviewed at the time of the programmatic review and fiscal audit. A copy of these records may also be required by the EFE System Director.

## FUNCTION CODES

Two broad function codes are used to classify all expenditures associated with the Agricultural Education Incentive Funding Grant.

**1000 "Instruction"** - Instruction provided to develop the knowledge, skills, and attitudes needed for employment in an occupational area.

**2210 "Improvement of Instruction Services"** - Activities that are designed primarily for assisting instructional staff in planning, developing, and evaluating the instructional process. To maintain consistency in coding of professional development,

“function code 2210 shall be used to record and report all professional development expenses. In the event a substitute teacher is needed while the regular teacher attends a professional development activity, a substitute teacher shall be charged to function 2210. The salary [if charged to the grant] for the regular teacher attending the professional development activity shall remain in the 1000 function (Instruction) while all related costs of the activity (i.e., travel, registration fees, etc.) shall be reflected in function 2210. If a regular teacher conducts a professional development class above and beyond his or her everyday responsibilities, the stipend paid to that teacher shall be recorded in 2210.”

## Object and Sub-Object Codes

Object codes have been provided below and on the budget pages.

**100 "Salaries"** - Amounts paid to permanent, temporary or substitute employees on the payroll of the LEA.

**120 "Temporary Salaries"** - full-time, part-time and prorated portions of the costs for work performed by employees of the LEA who are hired on a temporary or substitute basis to perform work in temporary positions.

**130 "Overtime Salary"** - the total amount of money paid or stipulated to be paid the agriculture teacher for a given period of time beyond that specified in the teacher's contract. (No more than 50% of the district allocation may be used for extending teacher contracts or teacher stipends.)

**300 "Purchased Services"** - Amounts paid for personal services rendered by personnel who generally are not on the payroll of the LEA and other services that the LEA may purchase. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided to assist in obtaining the desired results.

**314 "Professional Services - Instruction"** - contractual services to enhance the teaching or instructional process (i.e., curriculum development, computer application assistance). Services rendered by persons not employed by the LEA.

- 316 "Computer Services"** - computer network services which enhance the instructional program in agricultural education (i.e., DTN – Farm Dayta, Ag Ed Network).
- 332 "Travel"** - reimbursement of expenses (mileage) associated with visitations of students' Supervised Agricultural Experience Programs (SAEP) by the agriculture teacher(s).
- 390 "Registration Fees"** - payment of registration fees to allow participation by the agriculture teacher in agriculture/education and related professional meetings.
- 400 "Supplies and Materials"** - Amounts paid for material items of an expendable nature that are consumed, worn out, or deteriorated in use or items that lose their identity through fabrication or incorporation into different or more complex units or substances. Equipment with an acquisition cost less than \$500 is recorded here.
- 414 "Curriculum/Supplemental Instruction Materials"** - (no tools or equipment): Purchase of supplies and materials to complement/supplement the curriculum (i.e. reference materials, videos, supplies (consumables), no tools or equipment).
- 415 "Agricultural Mechanics Tools and Equipment"** - purchase of tools and equipment for the agricultural mechanics laboratory costing less than \$500 per unit.
- 416 "Computer/Audiovisual Equipment"** - purchase of computer or audiovisual equipment for the agriculture department costing less than \$500 per unit (i.e. printer, digital camera, etc).
- 417 "Horticulture Tools and Equipment"** - purchase of tools and equipment for horticulture costing less than \$500 per unit.
- 418 "Agricultural Science Tools and Equipment"** - purchase of tools and equipment for the agricultural science laboratory costing less than \$500 per unit (i.e. BSAA equipment, PSAA equipment, etc.).
- 470 "Computer Software"** - purchase of computer software for use in the agriculture department.
- 500 "Capital Outlay"** - Expenditures for the acquisition of fixed assets or additions to fixed assets. Included are expenditures for initial equipment, additional equipment, and replacement of equipment with an acquisition code of \$500 or more.
- 520 "Laboratory Facilities Improvements"** (no tools or equipment) - expenditures for acquiring, establishing and/or upgrading laboratory facilities related to new program initiatives (greenhouses, aquaculture, etc.).

- 541 "Agricultural Mechanics Tools and Equipment"** - purchase of tools and equipment for the agricultural mechanics laboratory costing more than \$500 per unit.
- 542 "Computer/Audiovisual Equipment"** - purchase of computer/audiovisual equipment for the agriculture department costing more than \$500 per unit (i.e. computer systems, computer projectors, etc.).
- 543 "Horticulture Tools and Equipment"** - purchase of tools and equipment for horticulture costing more than \$500 per unit. Greenhouses, greenhouse benches, etc. should be budgeted under 520 Laboratory Facilities Improvement

### **NON-ALLOWABLE BUDGET EXPENDITURES**

Listed below are expenditures not approvable in the Agricultural Education Incentive Funding grant.

- Professional organization/union dues.
- Mileage and lodging (except mileage for SAE visits).
- College tuition.
- Purchase of animals, feed, seed, fertilizer and field implements or repair costs for implements and machines for school laboratories (operation or maintenance costs).
- Heating and cooling costs for facilities or monthly telephone line charges (utilities).
- Instructional materials, services, tools, and/or equipment specifically for the instruction of courses not related to the agricultural education program sequence.
- Classroom furniture (i.e., desks, chairs and other ordinary [non-specialized] classroom costs).
- No more than 50% of the district allocation may be used for extending teacher contracts (salaries) or teacher stipends. Grant funds must not be used to supplant local funds already used for contract extensions.
- **No more than 5% of the district allocation may be used for consumable supplies.**

## FY2009 SUBMISSION DATES

## DEADLINES

### Grant Applications

Completed by agriculture teacher online June 30, 2008

### Budget

to FCAE Program Advisor September 15, 2008

from FCAE Program Advisor to ISBE Agriculture Consultant September 30, 2008

### Final Budget Amendments to ISBE Agriculture Consultant

April 30, 2009

### FY2009 Documentation

Professional Development Plan September 30, 2007

Graduate Student Survey September 30, 2007

Annual Departmental Report June 30, 2008

Provisional Certificate Course Documentation June 30, 2008

## FORMS NEEDED FOR SUBMISSION BY THE EFE SYSTEM DIRECTOR

1. **Grant Agreement (Attachment 1):** Each system is required to submit a copy bearing the original signature of the official legally authorized to submit the application.
2. **Certifications and Assurances, and Standard Terms of the Grant (Attachment 2):** Each system is required to submit a copy bearing the original signature of the official legally authorized to submit the application.
  - o Each system is also required to obtain a fully executed Certifications and Assurances, and Terms of the Grant form **from each entity/district** participating in the grant and submit to ISBE.
3. **Agricultural Education – Program Specific Terms of the Grant (Attachment 3):** Each system is required to submit a copy bearing the original signature of the official legally authorized to submit the application.
4. **Budget Summary and Payment Schedule (BSPS) (Attachment 4):** Each system is required to fill out the general information in the box in the upper left hand corner of the page and secure the original signature of the official legally authorized to submit the application. Send in the BSPS even though the 4100, 700 cell allocation is not yet determined. ISBE will fill out the allocation and appropriate cells once the amount is generated.

All the above mentioned forms are to be returned to ISBE no later than August 15, 2008.

Copies of the site budgets, budget summary and payment schedule and grant agreement will be sent to the regional delivery system upon approval.

AGRICULTURAL EDUCATION - A GRANT AGREEMENT  
BETWEEN THE ILLINOIS STATE BOARD OF EDUCATION  
AND

Agency/Institution Name (GRANTEE): \_\_\_\_\_

THIS GRANT AGREEMENT (this "Agreement") is made and entered into on \_\_\_\_\_ (ISBE Use Only), 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 **Agricultural Education Program**, (105 ILCS 5/2-3.80) has the authority to distribute funds to eligible applicants for the purposes of implementing the **Agricultural Education Program**;

WHEREAS, the Grantee has submitted an application for funding from the State Board of Education for the **Agricultural Education Program** 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 **Agricultural Education Program**;

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 \_\_\_\_\_ (ISBE Use Only). The ending date of funding eligibility for Grant Activities shall be **June 30, 2009**. 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;
  - 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

**Agency/Institution Name (GRANTEE):**

\_\_\_\_\_

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

By: \_\_\_\_\_  
*(Signature of Authorized Official)*

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 based on budget amendments cannot begin prior to the date of receipt of an amendment to the Grant Agreement executed by the State Board of Education. 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.
13. All grant funds shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). 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 for activities occurring during the Term.

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.
33. The applicant acting as the fiscal agent certifies that it is responsible to the joint applicants, 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;
  - 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**  
Career Development and Preparation Division  
100 North First Street, E-240  
Springfield, IL 62777-0001

**Agricultural Education - Program-Specific Terms of the Grant**

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 7 of the document titled "Certifications and Assurances, and Standard Terms of the Grant" for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.
2. Reporting: The grantee must submit a final narrative report by July 31, 2009. The State Board of Education will provide the overall format of this report.

\_\_\_\_\_  
*Name of Applicant*

**By:** \_\_\_\_\_  
*Date*                      *Signature of Applicant*                      *Title*

**SECONDARY**

Initial Budget     Revised Initial Budget     Amendment # \_\_\_\_\_

PROJECT NUMBER			LEA SUBMISSION DATE
FISCAL YEAR <b>09</b>	SOURCE OF FUNDS CODE <b>3235-00</b>	REGION, COUNTY, DISTRICT, TYPE CODE	/ /
DISTRICT NAME AND NUMBER OF AGENCY/ENTITY NAME			
BUDGET CONTACT PERSON		TELEPHONE NUMBER	
E-MAIL		FAX NUMBER	
PROGRAM CONTACT PERSON		TELEPHONE NUMBER	
E-MAIL		FAX NUMBER	

**ILLINOIS STATE BOARD OF EDUCATION**  
 Career Development & Preparation Division  
 100 North First Street, E-240  
 Springfield, IL 62777-0001

ATTACHMENT 4

**FY 2009**

**(For Systems Use Only)**

**INCENTIVE FUNDING FOR  
 AGRICULTURAL EDUCATION**

**Budget Summary and Payment Schedule**

*Use whole dollars only. OMIT DECIMAL PLACES, e.g., \$2536.  
 Payment Schedule must be completed based on monthly need.*

ISBE USE ONLY	ISBE PROGRAM APPROVAL DATE AND INITIALS
	TOTAL FUNDS
	CURRENT FUNDS
	BEGIN DATE
	END DATE

LINE	FUNCTION NUMBER 1	EXPENDITURE ACCOUNT 2	SALARIES 3	EMPLOYEE BENEFITS 4	PURCHASED SERVICES 5	SUPPLIES AND MATERIALS 6	CAPITAL OUTLAY** 7	TRANSFERS 9	TOTAL 11	PAYMENT SCHEDULE
			(Obj. 100s)	(Obj. 200s)	(Obj.300s)	(Obj. 400s)	(Obj. 500s)	(Obj. 700s)		
1	1000	Instruction								July-August
3	2120	Guidance Services								September
7	2210	Improvement of Instruction Services.								October
10	2300	General Administration								November
13	2520	Fiscal Services*								December
15	2540	Operation & Maintenance of Plant Services								January
25	3000	Community Services								February
26	4100	Payments to Other Govt. Units								March
28	<b>Total Direct Costs</b>									April
29	<b>Approved Indirect Costs X _____%</b>									May
30	<b>TOTAL BUDGET</b>									June

July-August

Total  
 \$ \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**Original** Signature of Superintendent OR  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**Original** Signature of ISBE Division Administrator,  
 Career Development & Preparation Division