A GRANT AGREEMENT
BETWEEN THE ILLINOIS STATE BOARD OF EDUCATION
AND
Illinois Association of School Boards

THIS GRANT AGREEMENT (this "Agreement") is made and entered into on July 1, 2008, by and between the Illinois State Board of Education (the "State Board of Education") and Illinois Association of School Boards (the "Grantee").

WITNESSETH:

WHEREAS, the State Board of Education, pursuant to the Coordination and Services Grant, has the authority to distribute funds to eligible applicants for the purposes of implementing the Standards and Assessments Grant;

WHEREAS, the State Board of Education issued a Grant Application on June 13, 2008, seeking eligible applicants for funding through the Standards and Assessments Grant;

WHEREAS, in accordance with the aforementioned Grant Application, the Grantee has submitted an application for funding from the State Board of Education for the Standards and Assessments 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 Standards and Assessments 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 July 1, 2008. 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 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

By: [signature]
Title: [title] (Executive Staff or Division Administrator)
Date: [date]

Illinois Association of School Boards

By: [signature]
Title: [title]
Date: [date]
EXHIBIT A

Grant Activities
Grants and Programs
Application for System of Support Partnerships
FY 2009

ASSOCIATION NAME: Illinois Association of School Boards (IASB)

PROJECT CONTACT: Angie Peifer, Associate Executive Director

Email Address: apeifer@iasb.com

Phone Number: 217.528.9688 X1124

(An electronic copy of this application can be received by emailing Amy Eskew, aeskew@isbe.net)

1) Describe your association’s activities in FY08 that supported the RESPROs in the state. Please provide number of schools, districts and/or administrators supported through these efforts as the funds specifically relate to only schools and districts in improvement status.

The IASB staff has provided services through its Targeting Achievement through Governance (TAG) program to 38 districts who were either in district improvement status and/or had school(s) in status during FY08. Each participating district was required to have a majority of the board of education and the superintendent present at each meeting. Parts of the program also included other district administrators, principals, staff and community members.

Twenty-five (25) of these districts were working in Phase I of the TAG program – a prescribed curriculum focusing the board of education on its role as policy-maker supporting student learning and achievement. The remaining 13 districts were working in Phase II of the TAG program which allows the board to focus on area(s) of specific need as identified by a needs assessment conducted with the IASB staff. (See attached for specific program components for Phase I and Phase II of the program.) IASB staff provides 28 to 36 hours of direct contact with Phase I districts and 15 to 25 contact hours with Phase II districts with each Phase taking approximately eighteen months to complete.
2) Discuss the effectiveness of the activities mentioned above. How was effectiveness measured? Provide specific quantitative and qualitative measures to support your response in regards to the value and effectiveness of the programs offered to support the RESPROs.

Boards of education and superintendents involved with the TAG program report having a better understanding of the board’s role in improving student learning and achievement; and better alignment of board decision-making to district and school improvement plan efforts and board policy-making.

Measurements include pre- and post Board Governance Reviews – a self-assessment of effectiveness against best-practice standards. Interestingly, many participating boards assess themselves lower at the conclusion of their Phase I work. We believe that this is due to a better understanding of what and how the board should be performing after program participation. Self-assessment results rise again for those boards who choose to continue with and complete Phase II.

As part of the Lighthouse national research study conducted by the Iowa School Boards Foundation, board members along with the superintendent, building administrators and staff in TAG districts are participating in pre- and post- surveys dealing with conditions and beliefs in the district which relate to student learning and achievement. This research is in the middle of a 5-year study which will assess changes in pre/post survey data along with student assessment data. In Illinois ISAT and PSAE data are being used.

The impact of the TAG program on board and board member focus on student learning and achievement is the subject of a current doctoral research and thesis being conducted by Kent Young, doctoral candidate at Western Illinois University. This research is just beginning spring/summer 2008 and will continue during FY09. (Survey questions attached.)
3) **Title II funds are supporting the System of Support Partnerships for FY09.** Please discuss how your association plans to support the RESPRO system for FY09. Activities should specifically support and target efforts exclusively to schools that are in improvement status. Please include goals of your program of support, activities that will be funded, measures of success for each activity, person(s) responsible, timeline and cost. (Please note: There should be a direct reflection of this narrative in the detailed budget submitted with this application.)

**GOAL #1: Phase I (initially entering program) -** Boards of education in districts who are in improvement status and/or have school(s) in improvement status will understand and effectively practice their governance role in providing policy-level leadership for improved student learning and achievement.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Measures of success</th>
<th>Person Responsible</th>
<th>Timeline</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Governance Reviews – BGR (pre- and post) to assess overall board governing effectiveness</td>
<td>BGR Survey and facilitated discussion completed by majority of board and superintendent – areas of improvement focus identified</td>
<td>Professional Staff Consultant</td>
<td>Pre - Within 3 months of beginning program Post – at conclusion of program (18 months)</td>
<td>$600/board</td>
</tr>
<tr>
<td>School Board Leadership workshop</td>
<td>Majority of board and superintendent will complete workshop and implement processes learned.</td>
<td>Professional Staff Consultant</td>
<td>Within 3 months of beginning program</td>
<td>$1000/board</td>
</tr>
<tr>
<td>Lighthouse Conditions and Beliefs Surveys (pre- and post)</td>
<td>Lighthouse Surveys completed by majority of board, administration, teaching staff followed by facilitated discussion – areas for (pre) or of (post) improvement identified.</td>
<td>Professional Staff Consultant</td>
<td>Within 6 months of beginning program Post – at conclusion of program (18 months)</td>
<td>$600/board</td>
</tr>
<tr>
<td>Targeting Student Learning (TSL)Workshop and Coaching Sessions</td>
<td>Majority of Board and Superintendent will implement the 4-step TSL process to thoroughly study, assess, recommit to</td>
<td>Professional Staff Consultant</td>
<td>Ongoing - months 6 to 15 of program participation</td>
<td>$900 - $1200/board</td>
</tr>
</tbody>
</table>
GOAL #2: Phase II – Boards who have successfully completed Phase I and choose to continue program participation will further use survey data from Phase I to target specific areas of improvement that will increase policy-level leadership for improved student learning and achievement.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Measures of success</th>
<th>Person Responsible</th>
<th>Timeline</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Needs Assessment</td>
<td>Board and Superintendent identify focus area(s) for improvement and commit to training program</td>
<td>Professional Staff Consultant</td>
<td>Within 3 months of beginning Phase II</td>
<td>$300/board</td>
</tr>
<tr>
<td>Optional Components (training and implementation coaching) – Based on needs assessment (may include one or more of the following focus areas:  - Planning and Goal Setting  - District Performance Monitoring  - Superintendent Evaluation  - Targeting Student Learning)</td>
<td>Board and Superintendent will learn and implement the processes and tools for the optional area chosen.</td>
<td>Professional Staff Consultant</td>
<td>Ongoing - 0 months 3 to 15 of the program</td>
<td>$1200 - $3000/board</td>
</tr>
</tbody>
</table>

(Please feel free to replicate this page as needed.)

Statewide System of Support Partnership Application FY 2009
<table>
<thead>
<tr>
<th><strong>Board Governance Reviews – BGR (post) to assess overall board governing effectiveness</strong></th>
<th><strong>BGR Survey and facilitated discussion completed by majority of board and superintendent – post survey indicates areas of growth/improvement</strong></th>
<th><strong>Professional Staff Consultant</strong></th>
<th><strong>Post – at conclusion of program (18 months)</strong></th>
<th><strong>$300/board</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lighthouse Conditions and Beliefs Surveys (post)</strong></td>
<td><strong>Lighthouse Surveys completed by majority of board, administration, teaching staff followed by facilitated discussion – areas of improvement identified.</strong></td>
<td><strong>Professional Staff Consultant</strong></td>
<td><strong>Post – at conclusion of program (18 months)</strong></td>
<td><strong>$300/board</strong></td>
</tr>
</tbody>
</table>

Statewide System of Support Partnership Application

FY 2009
4) Please provide a brief description of employees hired through this application to provide professional development and the percentage of time that they are engaged in the activities applied for through this grant. These positions should not supplant current association positions, but supplement the current ability of your association to offer extended support to the numerous schools currently in school improvement status.

The IASB employs two (2) full-time and two (2) part-time professional staff and 1.5 full time support staff for the sole purpose of delivering and supporting the TAG program.

Full-time professional staff:
- Steve Clark
- Debra Larson

Part-time professional staff:
- Desamonia (Dusty) Patrick
- Robert Shanks

Full-time support staff:
- Bobbie Sturm

Half-time support staff:
- Bobbie Niewinski
Targeting Achievement through Governance is a grant-funded program from the Illinois Association of School Boards. Through the Targeting Achievement through Governance program, IASB will provide services at no cost to school boards in districts or districts with schools not making adequate yearly progress for two consecutive years.

These free services address the school board's role in student achievement. The comprehensive services include regional and in-district workshops, board development opportunities and coaching to assist school boards in meeting the requirements under the federal No Child Left Behind Act and implementing state legislation.

Phase One opportunities include:

- **Board Governance Review** that allows boards to assess their own performance against effective governing standards;

- **Lighthouse Conditions and Beliefs Surveys** that allow boards to assess board and staff beliefs and perceptions about student learning;

- **School Board Leadership workshop** that provides an overview of the board's unique governing role and responsibilities;

- **Targeting Student Learning workshop** that teaches a functional process for discussing, assessing and developing meaningful board policies to support student learning;

- **Targeting Student Learning process coaching** to assist boards in selecting a relevant policy topic to support district and school improvement efforts and to work the process;

- **School and District Improvement Plan training** that explains the elements of School and District Improvement Plans and provides boards with the process for fulfilling their statutory requirements to approve these plans;

- **Second Lighthouse Conditions and Beliefs Surveys** that allow boards to re-assess board and staff beliefs and perceptions about student learning, and identify any change;

- **Second Board Governance Review** that allows boards to re-assess their performance and gauge progress towards self-improvement.

For more information on these free services, contact either IASB office at:

630/629-3776 or 217/528-9688
For Barbara Toney, ext. 1263 or Deb Larson, ext. 1149

This program is funded by a grant from the Illinois State Board of Education.

9/28
Phase Two Components
Comprehensive Board Development Package

Phase Two of the TAG program, developed for School Boards that have completed the elements of Phase One, provides School Boards with a comprehensive board development program including research based assessment tools. A TAG Consultant meets with each participating school board, superintendent, and other administrators as appropriate, to develop a unique plan tailored to their needs and interests. Services may be provided by a TAG consultant or other IASB staff.

**Required Components include (3 District Visits):**

- Individual evaluation and needs assessment
- Lighthouse Conditions and Beliefs Surveys
- (administered at the conclusion of the TAG Program)
- Board Governance Review

**Plus the Board's choice of any of the following (2 to 5 additional District visits):**

- School/District Improvement Plan Training
- Targeting Student Learning Review and Coaching Policy
- Monitoring
- District Planning
- Role of School Board in a Democracy
- Board/Superintendent Relations
- Superintendent Evaluation Process
- Community Connections
- Effective Board Processes
- Interpersonal Skill Development
- Any other LeaderShop coaching and implementation training
EXHIBIT B

Budget Summary and Payment Schedule
ILLINOIS STATE BOARD OF EDUCATION
Federal Grants and Programs
100 North First Street, N-242
Springfield, Illinois 62777-0001
217/524-4832

FY 2009
COORDINATION AND SERVICES GRANT
STANDARDS AND ASSESSMENTS
Budget Summary and Payment Schedule

<table>
<thead>
<tr>
<th>Line</th>
<th>Expenditure Account</th>
<th>Salaries</th>
<th>Employee Benefits</th>
<th>Purchased Services</th>
<th>Supplies and Materials</th>
<th>Capital Outlay</th>
<th>Other Objects</th>
<th>Transfers</th>
<th>Tuition</th>
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<td>Improvement of Initial Services</td>
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<td>Assessment &amp; Testing</td>
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<td>General Administration</td>
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<td>Direction of Business Support Services</td>
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<td>13</td>
<td>Operation &amp; Maint of Plant Serv</td>
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<td>14</td>
<td>Food Services</td>
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<td>Internal Services</td>
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<td>16</td>
<td>Planning Research Dev &amp; Eval Services</td>
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<td></td>
<td>2,000</td>
<td>May</td>
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<td>Data Processing Services</td>
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</tr>
<tr>
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<td>Other Support Services</td>
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<td></td>
<td></td>
<td>2,000</td>
<td>July-August</td>
</tr>
<tr>
<td>19</td>
<td>Community Services</td>
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<td>2,000</td>
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<td>Payments to Other Gov't Units</td>
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<td></td>
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<td>October</td>
</tr>
<tr>
<td>21</td>
<td>Total Direct Costs</td>
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<td>12,000</td>
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<td></td>
<td></td>
<td>24,800</td>
<td>July-August</td>
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<td>22</td>
<td>Approved Indirect Costs x %</td>
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<tr>
<td>23</td>
<td>Total Budget</td>
<td>22,200</td>
<td>2,000</td>
<td>15,000</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td>26,000</td>
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</tr>
</tbody>
</table>

* If expenditures are shown, the indirect costs rate cannot be used.
** Not applicable to all grants. In no instances can Capital Outlay or Facilities Acquisition and Construction Services be included in the indirect costs application.

Original Signature of Superintendent Administrator

Original Signature of District Administrator
EXHIBIT C

Budget Breakdown/Narrative
### FY 2009
**COORDINATION AND SERVICES GRANT**
**STANDARDS AND ASSESSMENTS**
**BUDGET SUMMARY BREAKDOWN**

**SCHOOL NAME**
IL Assn of School Boards

**DISTRICT NAME AND NUMBER**

---

**FUNCTION NUMBER**

<table>
<thead>
<tr>
<th>OBJECT NUMBER</th>
<th>EXPENDITURE DESCRIPTION AND ITEMIZATION</th>
<th>SALARIES</th>
<th>EMPLOYEE BENEFITS</th>
<th>PURCHASED SERVICES</th>
<th>SUPPLIES AND MATERIALS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210</td>
<td>Salaries &amp; Benefits for 2 full-time professional staff: Debra Larson, Steve Clark, 2 half-time professional staff: Desamaria Petrick, Robert Shanks, 1.5 full-time support staff: Roberta Sturm, Julie Niewinski, Other ISBE professional staff (as needed): Larry Dirks, Dave Love, Dean Langdon, Barbara Toney, John Cassel, Jeffrey Cohn</td>
<td>262000</td>
<td>21000</td>
<td></td>
<td></td>
<td>283000</td>
</tr>
</tbody>
</table>

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**Directions:** Prior to preparing this Budget Summary and Payment Schedule request, please refer to the "State and Federal Grant Administration Policy And Fiscal Requirements and Procedures" handbook that can be accessed at [http://www.isbe.net/funding/PDF/fiscal_procedure_handbk.pdf](http://www.isbe.net/funding/PDF/fiscal_procedure_handbk.pdf). Obligations of funds based on this budget request cannot begin prior to the date of receipt at ISBE or July 1, whichever is later, of a substantially approvable budget request. Further information can be accessed at "General Grant Frequently Asked Questions" at [http://www.isbe.net/funding/PDF/general_grant_faq.pdf](http://www.isbe.net/funding/PDF/general_grant_faq.pdf). Itemize and explain each expenditure amount, including employee benefits. Use additional pages as needed.

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**ISBE 20-48C (4/08)**
**SCHOOL NAME**
IL Assn of School Boards

**DISTRICT NAME AND NUMBER**

**FY 2009**
COORDINATION AND SERVICES GRANT
STANDARDS AND ASSESSMENTS
BUDGET SUMMARY BREAKDOWN

<table>
<thead>
<tr>
<th>FUNCTION NUMBER</th>
<th>OBJECT NUMBER</th>
<th>EXPENDITURE DESCRIPTION AND ITEMIZATION</th>
<th>SALARIES (3)</th>
<th>EMPLOYEE BENEFITS (4)</th>
<th>PURCHASED SERVICES (5)</th>
<th>SUPPLIES AND MATERIALS (6)</th>
<th>TOTAL (11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210</td>
<td></td>
<td>*Salaries &amp; Benefits for 2 full-time professional staff: Debra Lardin, Steve Clark</td>
<td>262,000</td>
<td>8,100</td>
<td></td>
<td></td>
<td>270,100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 half-time professional staff: Monica Ratliff, Robert Shanks</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>1.5 full-time support staff: Roberta Stewart</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>*See attached:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**
270,100
8,100

*Note: See attached [fiscal procedure handbook](http://www.nbcschools.org/fiscalprocedurehandbook.pdf) for more information.*
Salaries & Benefits detail explanation:

Salary Detail:
2 full-time professional staff:
  Debra Larson -- 40 hrs/week - 50 weeks/year - $73,937.00
  Steve Clark -- 40 hrs/week - 50 weeks/year - $62,500.00

2 part-time professional staff:
  Desanonia Patrick -- 25 hrs/week - 40 weeks/year - $30,480.00
  Robert Shanks -- 15.5 hrs/week - 40 weeks/year - $19,134.00

1 full time support staff:
  Roberta Sturm -- 40 hrs/week - 50 weeks/year - $33,208.00

TOTAL SALARIES: $219,259.00 (IASB subsidizes $17,259.00 of actual salaries)

Benefits Detail:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FICA</td>
<td>3,965.00</td>
</tr>
<tr>
<td>Medicaid</td>
<td>3,009.00</td>
</tr>
<tr>
<td>Medical</td>
<td>26,085.00</td>
</tr>
<tr>
<td>Life Ins</td>
<td>2,162.00</td>
</tr>
<tr>
<td>Pension</td>
<td>15,395.00</td>
</tr>
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</table>

TOTAL: $50,616.00 (IASB subsidizes $19,616.00 of actual benefits.)
<table>
<thead>
<tr>
<th>FUNCTION NUMBER</th>
<th>OBJECT NUMBER</th>
<th>EXPENDITURE DESCRIPTION AND ITEMIZATION</th>
<th>SALARIES (3)</th>
<th>EMPLOYEE BENEFITS (4)</th>
<th>PURCHASED SERVICES (5)</th>
<th>SUPPLIES AND MATERIALS (6)</th>
<th>TOTAL (11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210</td>
<td>300</td>
<td>Training &amp; consultation for 26 to 40 boards of education</td>
<td></td>
<td></td>
<td>15,000</td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>2300</td>
<td>400</td>
<td>Supplies &amp; Materials: Office Supplies + Telephones (Can amend for utilities + phone)</td>
<td></td>
<td></td>
<td></td>
<td>2,000</td>
<td>2,000</td>
</tr>
</tbody>
</table>
By applying for and accepting a grant awarded under this RFP, an applicant agrees to the following:

1. **Priority of Service Delivery.** The funds are to be used for the provision of technical assistance primarily to districts and schools on Academic Early Warning List and Academic Watch List. Other districts, schools or agencies may be served as long as service to the priority districts and schools is not diluted or impaired. Fees may be charged to schools or districts or others who are not in the priority districts and schools in order to offset the cost of services offered. Applicants are urged to design their programs to allow, where possible and cost-effective, for the participation of staff from additional districts and schools.

2. **Payments to Applicant’s Existing Consultants, Practitioners, and Program Administrators.** Payments of wages or salaries to the applicant’s existing consultants, practitioners, and administrators will be allowed only to the extent that their work will be directly connected to providing technical assistance to the priority districts and schools. Job descriptions will describe clearly the proportion of work performed related to the targeted districts and schools, and the portion of salary and wages to be paid from the grant shall be apportioned accordingly. ISBE will retain the right to limit or reduce the payments made to applicant’s existing consultation is not aligned with the services being provided. Logs of time and effort must be kept by and for all staff paid from these grant funds and will be monitored and audited per ISBE procedures.

3. **Programs and Services Offered.** Program and services delivered with the grant funds to be awarded under this RFP will adhere strictly to current and future rules and guidelines of ISBE, NCLB, and other agencies or legislation, as appropriate. It is specifically agreed that any grantee awarded funds under this RFP will offer no form of technical assistance with these funds that is not consistent with the specifications of this RFP, any amendments to or new legislation, and/or subsequent grant agreement.

4. **Required Training and Conferences.** Grantees must require staff delivering services under the terms of the grant to attend System of Support meetings and trainings, especially to require those who will be assisting with school improvement plans to be proficient in the use and application of materials used to evaluate and monitor progress of school improvement plans and related processes and protocols. The use of these materials to evaluate school improvement plans and its associated peer review process and other related protocols shall be mandatory.

5. **Coordination of Services and Activities.** Grantees must make every effort to coordinate their plans with other grantees and with existing agencies in the interest of cost-effectiveness and avoidance of duplication of effort. Non-ROE applicants must coordinate their efforts with ROEs for the specific purpose of district and school improvement plan and restructuring plan approval. ISBE reserves the right to require direct coordination of grantees’ plans with other Isbe-funded programs and agencies.

6. **Obligations to ISBE.** Grantees must meet with ISBE and System of Support staff as required by the System of Support Division; provide data and reports as required by ISBE; and assist in the development of program guidelines, data collection activities, evaluations and the writing and presentation of reports to the State Superintendent and State board of Education.

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Name of Applicant

By: [Signature]

[Date]

[Original Signature of Superintendent/Authorized Official]

[Title]
EXHIBIT E

Certifications and Assurances, and Standard Terms of the Grant
Certification Regarding Debarment (federal programs only)
Certification Regarding Lobbying (federal programs exceeding $100,000 only)
CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT

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);

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• 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 unless 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...
To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State 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 award; (iii) any breach of the Grant Agreement, 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 through work pursuant to the award shall be made available to the State Board of Education upon request.

NO BINDING OBLIGATION

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

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

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

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 through work pursuant to the award shall be made available to the State Board of Education upon request.

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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 or giving 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 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 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%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:

ISBE 85-1038 (2/08)
(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.

[Signature]

By: [Date] [Signature of Authorized Official] [Title]

ISBE 85-1038 (2/08)
ILLINOIS STATE BOARD OF EDUCATION
FY 2009
RESPRO CONTINUING APPLICATION
Program-Specific Terms of the Grant

By applying for and accepting a grant awarded under this RFP, an applicant agrees to the following:

1. **Priority of Service Delivery.** The funds are to be used for the provision of technical assistance primarily to districts and schools on Academic Early Warning List and Academic Watch List. Other districts, schools or agencies may be served as long as service to the priority districts and schools is not diluted or impaired. Fees may be charged to schools or districts or others who are not in the priority districts and schools in order to offset the cost of services offered. Applicants are urged to design their programs to allow, where possible and cost-effective, for the participation of staff from additional districts and schools.

2. **Payments to Applicant’s Existing Consultants, Practitioners, and Program Administrators.** Payments of wages or salaries to the applicant’s existing consultants, practitioners, and administrators will be allowed only to the extent that their work will be directly connected to providing technical assistance to the priority districts and schools. Job descriptions will describe clearly the proportion of work performed related to the targeted districts and schools, and the portion of salary and wages to be paid from the grant shall be apportioned accordingly. ISBE will retain the right to limit or reduce the payments made to applicant’s existing consultation if not aligned with the services being provided. Logs of time and effort must be kept by and for all staff paid from these grant funds and will be monitored and audited per ISBE procedures.

3. **Programs and Services Offered.** Program and services delivered with the grant funds to be awarded under this RFP will adhere strictly to current and future rules and guidelines of ISBE, NCLB, and other agencies or legislation, as appropriate. It is specifically agreed that any grantee awarded funds under this RFP will offer no form of technical assistance with these funds that is not consistent with the specifications of this RFP, any amendments to or new legislation, and/or subsequent grant agreement.

4. **Required Training and Conferences.** Grantees must require staff delivering services under the terms of the grant to attend System of Support meetings and trainings, especially to require those who will be assisting with school improvement plans to be proficient in the use and application of materials used to evaluate and monitor progress of school improvement plans and related processes and protocols. The use of these materials to evaluate school improvement plans and its associated peer review process and other related protocols shall be mandatory.

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6. **Obligations to ISBE.** Grantees must meet with ISBE and System of Support staff as required by the System of Support Division; provide data and reports as required by ISBE; and assist in the development of program guidelines, data collection activities, evaluations and the writing and presentation of reports to the State Superintendent and State board of Education.

7. **Successful Applicants will be subject to the provisions of Section 511 of P.L. 101-166 (the “Stevens Amendment”) due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.**

By [Signature]

Name of Applicant

Date [6/21/08]

Original Signature of Superintendent/Authorized Official [Z4Z8]

Title [CFO]
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

Name and Title of Authorized Representative

Signature

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 debarred, suspended, declared 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.

ISBE 85-34 (11/05)
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.

IL Association of School Bus

Organization Name

PR/Award (or Application) Number or Project Name

Robert Horczak, CFO

Name and Title of Authorized Representative

Signature

6/21/08

Date
# DISCLOSURE OF LOBBYING ACTIVITIES

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

<table>
<thead>
<tr>
<th>1. TYPE OF FEDERAL ACTION</th>
<th>2. STATUS OF FEDERAL ACTION</th>
<th>3. REPORT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
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<tr>
<td>f. loan insurance</td>
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<td>f. loan insurance</td>
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</tbody>
</table>

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<thead>
<tr>
<th>4. NAME AND ADDRESS OF REPORTING ENTITY</th>
<th>5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
<td>Subawardee, Tier __________, if known</td>
</tr>
</tbody>
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<thead>
<tr>
<th>6. FEDERAL DEPARTMENT/AGENCY</th>
<th>7. FEDERAL PROGRAM NAME/DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number, if applicable</td>
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<tr>
<th>8. FEDERAL ACTION NUMBER, if known</th>
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<table>
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<tr>
<th>9. AWARD AMOUNT, if known</th>
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<table>
<thead>
<tr>
<th>10a. NAME AND ADDRESS OF LOBBYING ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI)</td>
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</table>

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<thead>
<tr>
<th>10b. INDIVIDUALS PERFORMING SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including address if different from No. 10a) (last name, first name, MI)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. AMOUNT OF PAYMENT (check all that apply)</th>
<th>12. FORM OF PAYMENT (check all that apply)</th>
<th>13. TYPE OF PAYMENT (check all that apply)</th>
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</thead>
<tbody>
<tr>
<td>$</td>
<td>a. cash</td>
<td>a. retainer</td>
</tr>
<tr>
<td></td>
<td>b. in-kind, specify. nature, value</td>
<td>b. one-time fee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. commission</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. contingent fee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. deferred</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f. other, specify</td>
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<tr>
<th>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</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>15. YES ☐ NO</th>
<th>CONTINUATION SHEET(S), ISBE 85-37 ATTACHED</th>
</tr>
</thead>
</table>

| 16. 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. |

<table>
<thead>
<tr>
<th>17. PRIME NAME OR TYPE</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT M.</td>
<td>CFO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. TELEPHONE NUMBER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>217.528.9684</td>
<td>5/21/08</td>
</tr>
</tbody>
</table>
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 subawardee 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 1 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.
ILLINOIS STATE BOARD OF EDUCATION

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

<table>
<thead>
<tr>
<th>REPORTING ENTITY</th>
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