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

THIS CONTINUATION AGREEMENT (this “Agreement”) is made and entered into on July 1, 2009, 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 PL 107-110 Title II Teacher Quality SEA, has the authority to distribute funds to eligible applicants for the purposes of implementing the Coordination and Services Grant - Title II Teacher Quality SEA;

WHEREAS, the State Board of Education entered into a Grant Agreement with the Grantee on August 12, 2008 with respect to the Coordination and Services Grant - Title II Teacher Quality SEA;

WHEREAS, the Parties wish to amend the Grant Agreement as set forth herein;

WHEREAS, the State Board of Education issued a Continuation Application for Coordination and Services Grant - Title II Teacher Quality SEA on July 1, 2009, to previously approved grantees seeking funding for an additional one-year period;

WHEREAS, the Grantee has submitted such an application for funding in order to implement the program activities described on Exhibit A-2 attached hereto (the “Continuation Activities”); and

WHEREAS, the State Superintendent of Education has approved the additional one-year of funding to the Grantee;

WHEREAS, the Parties agree that this amendment is in the best interests of ISBE and authorized by law;

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

1. The Term as set forth in Paragraph 2 of the Grant Agreement shall be extended from September 1, 2009 to August 31, 2010. The beginning date of funding eligibility for the Continuation Activities shall be September 1, 2009. The ending date of funding eligibility for Continuation Activities shall be August 31, 2010.

2. The State Board of Education hereby modifies the grant amount referenced in Paragraph 1 of the Grant Agreement by the amount set forth in Exhibit B-2 to this Continuation Agreement (the “Continuation Award”). The Grantee agrees that the Continuation Award shall be expended in accordance with the budget attached hereto as Exhibits B-2 and C-2, and in accordance with the other terms and provisions of the Grant Agreement.

3. The disbursement of the Continuation Award will be made by the State Board of Education in accordance with the payment schedule attached hereto as Exhibit B-2. 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-, which replaces Exhibit D, and the Certifications and Assurances, and Standard Terms of the Grant set forth on Exhibit E-——, which replaces Exhibit E.
5. Except as otherwise specifically set forth in this Continuation Agreement, all other terms and provisions of the Grant Agreement (including its exhibits) shall remain the same and continue in full force and effect. The Parties agree upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

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

ILLINOIS STATE BOARD OF EDUCATION

By: Gina Hagen
Title: DIW ADM
(Executive Staff or Division Administrator)
Date: 9/3/09

Illinois Association of School Boards

By: Dr. Mike E. 
Title: EXECUTIVE DIRECTOR
Date: August 28, 2007

Grant Agreement Continuation dot
EXHIBIT A-2

Grant Activities
5. Discuss your action plan for supporting schools and districts in status for FY10. Please consider the following guiding questions when completing the following action plan for RESPRO services in FY10.
   - How will funds support your schools' and districts' strategies and activities for improvement plans in your RESPRO area?
   - What activities are needed to support school support teams for your schools?
   - What is your professional development plan for consultants and/or technical assistance providers for your area?
   - What tools and/or processes will be used to assist in developing and monitoring progress of improvement and restructuring plans?


<table>
<thead>
<tr>
<th>OBJECTIVE OR GOAL</th>
<th>STRATEGY # 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance Teams (board of education and superintendent) will understand and assess their performance in fulfilling effective governance roles and responsibilities.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>RELATED ACTIVITIES</th>
<th>TIMELINE</th>
<th>FUND SOURCE CHECK WHAT APPLIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Board Leadership workshop</td>
<td>Within 3 months of beginning program</td>
<td>TITLE I</td>
<td></td>
</tr>
<tr>
<td>Board Governance Reviews – BGR (pre- and post) to assess overall board governing effectiveness</td>
<td>Pre - Within 3 months of beginning program Post – at conclusion of program (18 months)</td>
<td>TITLE I</td>
<td>$1000/board</td>
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<td>TITLE II</td>
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<tr>
<td></td>
<td></td>
<td>TITLE I</td>
<td>$600/board</td>
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<td></td>
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<td>TITLE II</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MEASURE(S) FOR SUCCESS FOR THIS STRATEGY/ACTIVITIES</th>
<th>BENCHMARK FOR SUCCESS</th>
<th>PERSON MONITORING THIS STRATEGY OR ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Majority of board and superintendent will attend workshop and implement effective board processes</td>
<td>Boards of education will recognize their governing strengths and weaknesses.</td>
<td>IASB TAG Consultant</td>
</tr>
<tr>
<td>BGR Survey and facilitated discussion completed by majority of board and superintendent – areas of improvement focus identified</td>
<td></td>
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</tr>
</tbody>
</table>
5. Discuss your action plan for supporting schools and district in status for FY10. Please consider the following guiding questions when completing the following action plan for RESPRO services in FY10:
   - How will funds support your schools' and districts' strategies and activities for improvement plans in your RESPRO area?
   - What activities are needed to support school support teams for your schools?
   - What is your professional development plan for consultants and/or technical assistance providers for your area?
   - What tools and/or processes will be used to assist in developing and monitoring progress of improvement and restructuring plans?


### OBJECTIVE OR GOAL

**#1**

### STRATEGY # 2

Governance teams will engage in policy-level discussion with key LEA stakeholders and will enact policy to support improved teaching and learning.

<table>
<thead>
<tr>
<th>RELATED ACTIVITIES</th>
<th>TIMELINE</th>
<th>FUND SOURCE CHECK WHAT APPLIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Targeting Student Learning (TSL) Workshop and Coaching Sessions</td>
<td>Ongoing - months 6 to 15 of program participation</td>
<td>TITLE I</td>
<td>$900 - $1200/board</td>
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<td>TITLE II</td>
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<td>TITLE II</td>
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<table>
<thead>
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<th>MEASURE(S) FOR SUCCESS FOR THIS STRATEGY/ACTIVITIES</th>
<th>BENCHMARK FOR SUCCESS</th>
<th>PERSON MONITORING THIS STRATEGY OR ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Majority of Board and Superintendent will implement the 4-step TSL process, including engaging district stakeholders (staff, parents, community) to thoroughly study, assess, recommit to current or adopt new policy that target and support student learning.</td>
<td>Board adopts or reaffirms and then actively supports board policy that supports improved teaching and learning.</td>
<td>IASB TAG Consultnat</td>
</tr>
</tbody>
</table>

ISBE 20-88L (7/09)
5. Discuss your action plan for supporting schools and district in status for FY10. Please consider the following guiding questions when completing the following action plan for RESPLO services in FY10:
   - How will funds support your schools’ and districts’ strategies and activities for improvement plans in your RESPLO area?
   - What activities are needed to support school support teams for your schools?
   - What is your professional development plan for consultants and/or technical assistance providers for your area?
   - What tools and/or processes will be used to assist in developing and monitoring progress of improvement and restructuring plans?


<table>
<thead>
<tr>
<th>OBJECTIVE OR GOAL</th>
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</thead>
<tbody>
<tr>
<td>STRATEGY # 33</td>
</tr>
<tr>
<td>Governance teams will understand the elements of effective SIP’s and DIP’s and will actively and effectively engage in the required Board approval process.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RELATED ACTIVITIES</th>
<th>TIMELINE</th>
<th>FUND SOURCE CHECK WHAT APPLIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>School/District Improvement Plan Workshop</td>
<td>Concurrent w/release of state testing data</td>
<td>TITLE I</td>
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<td></td>
<td></td>
<td>TITLE II</td>
<td>$600/board</td>
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<td>TITLE I</td>
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</table>

<table>
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<tr>
<th>MEASURE(S) FOR SUCCESS FOR THIS STRATEGY/ACTIVITIES</th>
<th>BENCHMARK FOR SUCCESS</th>
<th>PERSON MONITORING THIS STRATEGY OR ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boards will implement processes and procedures for approving quality SIPS/DIPS</td>
<td>Appropriate board-level involvement in the SIP/DIP process including informed board approval.</td>
<td>IASB TAG Consultant</td>
</tr>
</tbody>
</table>

ISBE 20-88L (7/09)
5. Discuss your action plan for supporting schools and district in status for FY10. Please consider the following guiding questions when completing the following action plan for RESPRO services in FY10.

- How will funds support your schools' and districts' strategies and activities for improvement plans in your RESPRO area?
- What activities are needed to support school support teams for your schools?
- What is your professional development plan for consultants and/or technical assistance providers for your area?
- What tools and/or processes will be used to assist in developing and monitoring progress of improvement and restructuring plans?


<table>
<thead>
<tr>
<th>OBJECTIVE OR GOAL</th>
<th>STRATEGY # 1</th>
<th>Needs Assessment</th>
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<tr>
<td><strong>TITLE</strong></td>
<td><strong>AMOUNT</strong></td>
<td><strong>FUND SOURCE</strong></td>
</tr>
<tr>
<td><strong>TITLE I</strong></td>
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<td></td>
</tr>
<tr>
<td>Board Needs Assessment Session</td>
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<td></td>
</tr>
<tr>
<td>Board Governance Reviews – BGR (post) to assess overall board governing effectiveness</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MEASURE(S) FOR SUCCESS FOR THIS STRATEGY/ACTIVITIES</th>
<th>BENCHMARK FOR SUCCESS</th>
<th>PERSON MONITORING THIS STRATEGY OR ACTIVITY</th>
<th>IASB TAG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance Team identifies focus area(s) for improvement based on Phase I works and post-Board Governance Review Survey.</td>
<td>Governance team committed to continuing board development processes</td>
<td>Consultant</td>
<td>IASB TAG</td>
</tr>
</tbody>
</table>

ISBE 20-88L (7/09)
5. Discuss your action plan for supporting schools and district in status for FY10. Please consider the following guiding questions when completing the following action plan for RESPRO services in FY10:
   - How will funds support your schools' and districts' strategies and activities for improvement plans in your RESPRO area?
   - What activities are needed to support school support teams for your schools?
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   - What tools and/or processes will be used to assist in developing and monitoring progress of improvement and restructuring plans?


| OBJECTIVE OR GOAL | STRATEGY # 3
|-------------------|------------------

Governance team engages in one or more targeted development and implementation processes to support teaching and learning.

<table>
<thead>
<tr>
<th>RELATED ACTIVITIES</th>
<th>TIMELINE</th>
<th>FUND SOURCE CHECK WHAT APPLIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<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 (policy development))</td>
<td>Ongoing - months 3 to 15 of the program</td>
<td>TITLE I</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TITLE II</td>
<td>$1200 - $3000/board</td>
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<tr>
<td></td>
<td></td>
<td>TITLE I</td>
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<td>TITLE I</td>
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<td>TITLE II</td>
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</tr>
</tbody>
</table>

**MEASURE(S) FOR SUCCESS FOR THIS STRATEGY/ACTIVITIES**

Board and Superintendent will learn and implement the processes and tools for the optional area chosen.

**BENCHMARK FOR SUCCESS**

Successful and ongoing implementation of process/tools

**PERSON MONITORING THIS STRATEGY OR ACTIVITY**

IASB TAG Consultant
EXHIBIT B-2

Budget Summary and Payment Schedule
## Illinois Association of School Boards

**Contact Person:** Angie Peifer  
**Telephone (Include Area Code):** 217.528.2831  
**Email:** apeifer@iasb.com

### Fiscal Source Funding Code Table

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>SOURCE OF FUNDS CODE</th>
<th>REGION</th>
<th>COUNTY</th>
<th>DISTRICT</th>
<th>DISTRICT TYPE CODE</th>
<th>SUBMISSION DATE</th>
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<tbody>
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<td>65108</td>
<td>01755</td>
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</tbody>
</table>

### Initial Budget Amendment (No)

**APPLICANT NAME:** Illinois Association of School Boards  
**CONTACT PERSON:** Angie Peifer  
**TELEPHONE:** 217.528.2831  
**EMAIL:** apeifer@iasb.com

### Fiscal Year 2010

#### Coordination and Services Grant

**Title II Teacher Quality Sea**

**Budget Summary and Payment Schedule**

Use whole dollar amounts and dollar commas. Decimal points.

**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).

<table>
<thead>
<tr>
<th>LINE</th>
<th>FUNCTION NUMBER</th>
<th>EXPENDITURE ACCOUNT</th>
<th>SALARIES (Obj. 100s)</th>
<th>EMPLOYEE BENEFITS (Obj. 200s)</th>
<th>PURCHASED SERVICES (Obj. 300s)</th>
<th>SUPPLIES AND MATERIALS (Obj. 400s)</th>
<th>CAPITAL OUTLAY** (Obj. 500s)</th>
<th>OTHER OBJECTS (Obj. 600s)</th>
<th>NON-CAPITALIZED EQUIPMENT* (Obj. 700s)</th>
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</table>

**TOTAL DIRECT COSTS:** 250000

**TOTAL BUDGET:** 250000

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

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**ISBE USE ONLY**

**Received:** 07/27/09

**Original Signature of Superintendent/Authorized Official:**

**ISBE 20-88L (7/09)**
EXHIBIT C-2

Budget Breakdown/Narrative
### FY 2010
**COORDINATION AND SERVICES GRANT**
**TITLE II TEACHER QUALITY SEA**
**BUDGET SUMMARY BREAKDOWN**

**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/pdfs/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/pdfs/general_grant_faq.pdf>. Itemize and explain each expenditure amount, including employee benefits. Use additional pages as needed.

<table>
<thead>
<tr>
<th>FUNCTION NUMBER</th>
<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>CAPITAL OUTLAY</th>
<th>OTHER OBJECTS</th>
<th>NON-CAPITALIZED EQUIPMENT</th>
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<td>Debra Larson - 75,785</td>
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<td></td>
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<td>Steve Clark - 64,063</td>
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<td>Roberta Sturm - 34,626</td>
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<td>Benefits for above employees:</td>
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<td>11,050</td>
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<td>Supplies &amp; Materials - office supplies, phones, mailings</td>
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**TOTAL**

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<th>EMPLOYEE BENEFITS</th>
<th>PURCHASED SERVICES</th>
<th>SUPPLIES AND MATERIALS</th>
<th>CAPITAL OUTLAY</th>
<th>OTHER OBJECTS</th>
<th>NON-CAPITALIZED EQUIPMENT</th>
<th>TOTAL</th>
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<tbody>
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<td></td>
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</table>

ISBE 20-88L (7/09)
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.

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.**
EXHIBIT E-2

Certifications and Assurances, and Standard Terms of the Grant
Certification Regarding Debarment (federal programs only)
Certification Regarding Lobbying (federal programs exceeding $100,000 only)
Illinois State Board of Education

CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT

Illinois Association of School Boards

(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: 65108017551

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;

ISBE 85-1038 (3/09)
FINANCIAL TERMS

8. Payment under this grant is subject to passage of a sufficient appropriation by the General Assembly for the program. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient funds (i.e. state, federal or other) for this program.

9. An applicant must not obligate funds prior to the start date of the project set forth in the final Grant Agreement. The project’s start date cannot precede the start of the fiscal year for which the funds are appropriated.

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

10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.

11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than $1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.

12. Obligation of funds for items or services based on amendments cannot be encumbered prior to the date of receipt at ISBE of a substantially approvable budget amendment provided the scope/intent of the approved project has not changed. If the scope/intent of a project changes based on an amendment, programmatic approval must be obtained prior to the obligation of funds based on the amendment. ISBE shall be the final determiner of whether an amendment changes the scope/intent of a project. The begin date of the project cannot precede the beginning of the fiscal year for which the funds are appropriated. Requests for budget amendments must be received by the State Board of Education no later than 30 calendar days prior to the project ending date for which the amendment is being sought.

13. Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient’s policies and procedures related to such expenditures. Funds may only be expended or obligated for activities occurring during the Term.

A. State funded grants: All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on State funded grant programs and grant funds not expended or obligated by the end of the Term, as well as interest earned after the Term has expired, must be returned to the Illinois State Board of Education within 45 days following the end of the Term.

B. Federally funded grants: Interest earned in excess of $100 per year must be returned to the Illinois State Board of Education, with checks payable to the federal agency issuing the grant (e.g., U.S. Department of Education, U.S. Department of Agriculture).

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

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

If you have an established IWAS account with the Illinois State Board of Education, you will be electronically notified when expenditure reports are due and you must submit expenditure reports electronically by the due date. If you are not enrolled in IWAS, expenditure report forms will be mailed to the award recipient at least thirty days before they are due to the Illinois State Board of Education. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may,
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, 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, withhold current and subsequent years' project funding until the reports are properly filed.
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 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 2511).

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 that it has informed the State Superintendent of Education in writing if any employee of the applicant was formerly employed by the State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.

26. The applicant shall notify the State Superintendent of Education if the applicant solicits or intends to solicit for employment any of the State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.

27. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.

28. The applicant certifies that it is (a) current as to the filing and payment of any applicable federal, state and/or local taxes, and (b) not delinquent in its payment of moneys owed to any federal, state or local unit of government.

29. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.

30. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all of its i) employees, ii) volunteers, and iii) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not i) employ individuals, ii) allow individuals to volunteer, or iii) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-
21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).

31. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: i) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; ii) identifies the allocation methods used for distributing the costs among programs; iii) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; iv) requires the propriety of the charges to be substantiated; and v) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.

32. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is a party to the joint application, a legal entity, or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.

33. The entity acting as the fiscal agent certifies that it is responsible to the applicant or, in the case of a joint application, to each applicant that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:

- 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;
- Maintain separate accounts and ledgers for the project;
- Provide a proper accounting of all revenue from ISBE for the project;
- Properly post all expenditures made on behalf of the project;
- 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;
- 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);
- Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants on actual expenditures/obligations that occur within project beginning and ending dates;
- 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;
- 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;
- Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE;
- 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%2E28 &ActID=1005&ChapAct=105%26nbsp%3BII%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.

Illinois Association of School Boards

(Name of Applicant)

By: 07/27/09

Date

Signature of Authorized Official

Associate Executive Director

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

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

(4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Illinois Association of School Boards

Organization Name

PR/Award Number of Project Name

Angela Peifer, Associate Executive Director

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.

2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to whom 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.
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.

Illinois Association of School Boards

Organization Name

PRI/Award (or Application) Number or Project Name

Angela Peifer, Associate Executive Director

Name and Title of Authorized Representative

Signature

Date: 07/27/09

ISBE 85-36 (5/97)