Specific Terms of the Grant

By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program for which funding is requested.

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 6 of the State Assurances tab for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.

2. Collaboration with Head Start: Grantees are to collaborate with their local Head Start program. Children currently enrolled or pre-enrolled in Head Start may not be recruited to be in the Preschool for All Children program.

3. Prior to final funding approval, each grantee must:
   - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
   - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.

4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.

<table>
<thead>
<tr>
<th>REPORT</th>
<th>CUMULATIVE THROUGH</th>
<th>DUE IN ISBE OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 30, 2007</td>
<td>October 31, 2007</td>
</tr>
<tr>
<td>2</td>
<td>December 31, 2007</td>
<td>January 31, 2008</td>
</tr>
<tr>
<td>3</td>
<td>March 31, 2008</td>
<td>April 30, 2008</td>
</tr>
<tr>
<td>Final</td>
<td>June 30, 2008</td>
<td>July 31, 2008</td>
</tr>
</tbody>
</table>

5. Reporting: All grantees must report the following to the Illinois State Board of Education no later than October 15, 2007:
   - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
   - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
   - the percentage of children enrolled in the program who do not qualify under either category.

All grantees must also submit the following reports to the Illinois State Board of Education for all initiatives for which the grantee is funded:

- Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.

- Preschool for All Student Record (86-45A): This instrument collects information on all children served by the Preschool for All program. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.

- Preschool Follow-Up Report (86-62A): This instrument tracks the progress of previous Preschool for All students from kindergarten through high school. It collects data such as promotion, grades and ISAT results. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.

6. Each grantee funded to serve primarily at-risk children is required to have 51 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.
7. Any grantee that fails to enroll the required percentage of children (51 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.

8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.

10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.

11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.

12. No fees will be charged of parents or guardians and their children who are enrolled and participate in Preschool for All Children programs.

13. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.

14. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.

15. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. XI Sec. 3).

16. Other
   - Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.
   - Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.
   - Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education for compliance with all of the terms and conditions of the grant agreement. The administrative agent is responsible to the participating grantee and is the agent designated to receive funds and submit reports.
Certifications and Assurances, and Standard Terms of the Grant

By checking this box, 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. 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

2. 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.

3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

5. 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

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

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

   - Name(s) and address(es) of subcontractor(s);
   - Need and purpose for subcontracting;
   - Measurable and time-specific services to be provided;
   - Association costs, i.e., amounts to be paid under subcontracts;
   - Projected number of participants to be served.

   The applicant may not assign, convey or transfer its rights to the grant award without the prior written consent...
FINANCIAL TERMS

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

If you have an established IWAS account with the Illinois State Board of Education, you will be electronically notified when expenditure reports are due and you must submit expenditure reports electronically by the due date. If you are not enrolled in IWAS, expenditure report forms will be mailed to the award recipient at least thirty days before they are due to the Illinois State Board of Education. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the reports are properly filed.

All grant funds must be spent or obligated 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.

14. 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.

15. 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

16. 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

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

DEFAULT AND TERMINATION

18. 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

19. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

20. The applicant will obey all laws, regulations, and executive orders prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, and all other laws, regulations, and executive orders

21. 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.

22. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.

23. 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).

24. 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.

25. 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.

26. 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.

27. 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 monies owed to any federal, state or local unit of government.

28. 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.

29. 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 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.).

30. 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.

31. 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.

32. The applicant acting as the fiscal agent certifies that it is responsible to the joint applicants, it is the agent designated and responsible for reports and for receiving and administering funds, and it will:

   i) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity
or individual participating in the grant and return the forms to ISBE prior to award of the grant;

ii) Maintain separate accounts and ledgers for the project;

iii) Provide a proper accounting of all revenue from ISBE for the project;

iv) Properly post all expenditures made on behalf of the project;

v) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;

vi) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants);

vii) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants;

viii) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;

ix) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;

x) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and

xi) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.

**Drug-Free Workplace Certification**

33. 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 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 within 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-Freee 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 application has been submitted. No more updates will be saved for the application.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assurances</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

**NOTE:** These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- ✔ Assurances for Early Childhood Preschool for All Grant
- ✔ Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**

Signature of Board-Certified Delegated Authority for the School District Superintendent
The application has been submitted. No more updates will be saved for the application.

This page has been marked final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

### Assurances

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

**Assurances**

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assurances for Early Childhood Preschool for All Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certifications and Assurances, and Standard Terms of the Grant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of School District Superintendent / Agency Administrator**

ROBERT PRUSATOR

**Signature of Board-Certified Delegated Authority for the School District Superintendent**
Preschool for All-3-5 Early Childhood

Applicant: CARTERVILLE CUSD 5
Application: 2007-2008 Early Childhood Preschool for All - 70
Cycle: Amendment 2
Project Number: 08-3705-70-21-100-0050-26

The application has been submitted. No more updates will be saved for the application.

This page has been marked final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

Assurances

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

Assurances for Early Childhood Preschool for All Grant
Certifications and Assurances, and Standard Terms of the Grant

Signature of School District Superintendent / Agency Administrator
Signature of Board-Certified Delegated Authority for the School District Superintendent

Have questions or need help? Contact our Call Center (217)558-3600 between 7:00am - 4:30pm CST, Monday - Friday or
Click here to Contact Us

Copyright © 2013, Illinois State Board of Education

https://sec.isbe.net/eGrant_Web/StaticPages/Assurances.aspx?DisplayName=Assurances
By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program for which funding is requested.

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 6 of the State Assurances tab for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.

2. Collaboration with Head Start: Grantees are to collaborate with their local Head Start program. Children currently enrolled or pre-enrolled in Head Start may not be recruited to be in the Preschool for All Children program.

3. Prior to final funding approval, each grantee must:
   - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
   - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.

4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.

<table>
<thead>
<tr>
<th>REPORT</th>
<th>CUMULATIVE THROUGH</th>
<th>DUE IN ISBE OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 30, 2008</td>
<td>October 31, 2008</td>
</tr>
<tr>
<td>2</td>
<td>December 31, 2008</td>
<td>January 31, 2009</td>
</tr>
<tr>
<td>3</td>
<td>March 31, 2009</td>
<td>April 30, 2009</td>
</tr>
<tr>
<td>Final</td>
<td>June 30, 2009</td>
<td>July 31, 2009</td>
</tr>
</tbody>
</table>

5. Reporting: All grantees must report the following to the Illinois State Board of Education no later than October 15, 2008,
   - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
   - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
   - the percentage of children enrolled in the program who do not qualify under either category.

   All grantees must enroll and exit each Preschool for All student in the ISBE Student Information System (SIS). This reporting activity is continuous throughout the year.

   All grantees must also submit the following reports to the Illinois State Board of Education for all initiatives for which the grantee is funded:
   - Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.
   - Preschool Follow-Up Report (86-62A): This instrument tracks the progress of previous Preschool for All students from kindergarten through high school. It collects data such as promotion, grades and ISAT results. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.

6. Each grantee funded to serve primarily at-risk children is required to have 51 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.
7. Any grantee that fails to enroll the required percentage of children (51 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.

8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.

10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.

11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.

12. No fees will be charged of parents or guardians and their children who are enrolled and participate in Preschool for All Children programs.

13. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.

14. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.

15. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. X, Sec. 3).

16. Other:
   - Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.
   - Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.
   - Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education for compliance with all of the terms and conditions of the grant agreement. The administrative agent is responsible to the participating grantee and is the agent designated to receive funds and submit reports.
By checking this box, 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. 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

2. 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.

3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

5. 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

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

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

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Association costs, i.e., amounts to be paid under subcontracts;
- Projected number of participants to be served.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

If you have an established IWAS account with the Illinois State Board of Education, you will be electronically notified when expenditure reports are due and you must submit expenditure reports electronically by the due date. If you are not enrolled in IWAS, expenditure report forms will be mailed to the award recipient at least thirty days before they are due to the Illinois State Board of Education. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years’ project funding until the reports are properly filed.

All grant funds must be spent or obligated 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.

14. 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.

15. 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

16. 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

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

DEFAULT AND TERMINATION

18. 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

19. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

20. 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

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)).

21. 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.

22. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.

23. 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).

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 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.).

30. 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.

31. 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.
32. The applicant acting as the fiscal agent certifies that it is responsible to the joint applicants, it is the agent designated and responsible for reports and for receiving and administering funds, and it will:

i) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant;

ii) Maintain separate accounts and ledgers for the project;

iii) Provide a proper accounting of all revenue from ISBE for the project;

iv) Properly post all expenditures made on behalf of the project;

v) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;

vi) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants);

vii) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligations 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.

33. 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 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 Article 28 (105 ILCS 5/28-21) of the School Code.

Drug-Free Workplace Certification

34. 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 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 within 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-Freee
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 application has been submitted. No more updates will be saved for the application.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- Assurances for Early Childhood Preschool for All Grant
- Certifications and Assurances, and Standard Terms of the Grant

**Instruction**

**Proofreader**

**Reviewer**

**Signatory**

**Reviewed by**

**Approved by**

**Agreed to on this Date:** 05/19/2008

**RCDT when agreed to:** 21-100-0050-26

**Signature of School District Superintendent / Agency Administrator**

**Signature of Board-Certified Delegated Authority for the School District Superintendent**
The application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

Program Assurances

Assurances

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

☐ Assurances for Early Childhood Preschool for All Grant
☐ Certifications and Assurances, and Standard Terms of the Grant

Signature of School District Superintendent / Agency Administrator

ROBERT PRUSATOR

Signature of Board-Certified Delegated Authority for the School District Superintendent

TIM BLEYER

Agreed to on this Date: 05/19/2008
RCDT when agreed to: 21-100-0050-26
The application has been submitted. No more updates will be saved for the application. This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assurances</td>
<td></td>
<td>Instructions</td>
</tr>
</tbody>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- Assurances for Early Childhood Preschool for All Grant
- Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**

ROBERT PRUSATOR

**Signature of Board-Certified Delegated Authority for the School District Superintendent**

TIM BLEYER

Agreed to on this Date: 05/19/2008

RCDT when agreed to: 21-100-0050-26
Applicant: CARTERVILLE CUSD 5
County: Williamson
Application: 2009-2010 Early Childhood Preschool for All - 70
Cycle: Amendment 1
Project Number: 10-3705-70-21-100-0050-26-Preschool for All- 3-5 Early Childhood

Specific Terms of the Grant

By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program for which funding is requested.

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 6 of the State Assurances tab for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.

2. Collaboration with Head Start: Grantees are to collaborate with their local Head Start program. Children currently enrolled or pre-enrolled in Head Start may not be recruited to be in the Preschool for All Children program.

3. Prior to final funding approval, each grantee must:
   - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
   - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.

4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.

5. Reporting: All grantees must report the following to the Illinois State Board of Education no later than October 15, 2009,
   - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
   - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
   - the percentage of children enrolled in the program who do not qualify under either category.

   All grantees must enroll and exit each Preschool for All student in the ISBE Student Information System (SIS). This reporting activity is continuous throughout the year.

   All grantees that receive funding for Preschool for All must also submit the following reports to the Illinois State Board of Education:
   - Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.
   - Preschool for All Follow-Up: Progress of previous preschool students from kindergarten through high school is to be tracked and will be collected through the Student Information System (SIS). Information collected includes data such as promotion and grades. The district/agency is responsible for requesting the follow-up report/file in SIS and entering reading, math and language grades for follow-up students in kindergarten, first and second grades.

6. Each grantee funded to serve primarily at-risk children is required to have 51 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the...
community are aware of the availability of the opportunity for preschool education through the program.

7. Any grantee that fails to enroll the required percentage of children (51 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.

8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.

10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.

11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.

12. No fees will be charged of parents or guardians and their children who are enrolled and participate in Preschool for All Children programs.

13. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.

14. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.

15. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. X, Sec. 3).

16. Each grantee which operates a program in a facility licensed by the Illinois Department of Children and Family Services (DCFS), shall require all employees and volunteers who are persons subject to background checks, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code [89 IAC 385.20] to authorize DCFS to perform a Child Abuse and Neglect Tracking System (CANTS) background check. Required individuals shall execute an Authorization for a background check, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code and shall submit the Authorization to DCFS for completion of the CANTS background check. Evidence of completion of required CANTS checks for all persons subject to background checks shall be maintained by the grantee and copies of the same shall be provided to the administrator of the DCFS-licensed facility. The requirement applies to any paid or unpaid individual, including any certified teacher employed by a school district or other entity but working in the facility, who is used to perform essential staff duties as evidenced by being counted in the staff-child ratio or being allowed to be alone with children in a licensed child care facility outside the visual or auditory supervision of facility staff.

17. Other:
   - Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.
   - Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.
   - Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education for compliance with all of the terms and conditions of the grant agreement. The administrative agent is responsible to the participating grantee and is the agent designated to receive funds and submit reports.
Certifications and Assurances, and Standard Terms of the Grant

By checking this box, 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. 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

2. 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.

3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

5. 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

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

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

Name(s) and address(es) of subcontractor(s);
Need and purpose for subcontracting;
Measurable and time-specific services to be provided;
Association costs, i.e., amounts to be paid under subcontracts;
Projected number of participants to be served.

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

FINANCIAL TERMS

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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 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.

13. 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. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years’ project funding until the reports are properly filed.

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

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

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

14. 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.

15. 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

16. 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

17. 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

18. 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

19. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (I) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any
laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

20. 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)).

21. 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.

22. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.

23. 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).

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 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 Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).

30. 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.

31. 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 party to the joint application or legal entity or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.

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

i) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant;

ii) Maintain separate accounts and ledgers for the project;

iii) Provide a proper accounting of all revenue from ISBE for the project;

iv) Properly post all expenditures made on behalf of the project;

v) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;

vi) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants.);

vii) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants on actual expenditures/obligations that occur within project beginning and ending dates;

viii) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;

ix) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;

x) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and

xi) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.

33. 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 Article 28 (105 ILCS 5/28-21) of the School Code.

Drug-Free Workplace Certification

34. 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 within 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.
Grant Application

Applicant: CARTERVILLE CUSD 5
County: Williamson

Application: 2009-2010 Early Childhood Preschool for All - 70
Cycle: Original Application

Project Number: 10-3705-70-21-100-0050-26-Preschool for All- 3-5 Early Childhood

The application has been submitted. No more updates will be saved for the application.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

☑ Assurances for Early Childhood Preschool for All Grant
☐ Certifications and Assurances, and Standard Terms of the Grant

ROBERT PRUSATOR
Signature of School District Superintendent / Agency Administrator

TIM BLEYER
Signature of Board-Certified Delegated Authority for the School District Superintendent

Agreed to on this Date: 07/10/2009
RCDT when agreed to: 21-100-0050-26
Grant Application

Applicant: CARTERVILLE CUSD 5  
County: Williamson

Application: 2009-2010 Early Childhood Preschool for All - 70  
Cycle: Amendment 1

Project Number: 10-3705-70-21-100-0050-26-Preschool for All- 3-5 Early Childhood

The application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

<table>
<thead>
<tr>
<th>Assurances</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.</td>
<td></td>
</tr>
</tbody>
</table>

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- Assurances for Early Childhood Preschool for All Grant
- Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**

**Signature of Board-Certified Delegated Authority for the School District Superintendent**

Agreed to on this Date: 07/10/2009  
RCDT when agreed to: 21-100-0050-26
Specific Terms of the Grant

By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program for which funding is requested.

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 6 of the State Assurances tab for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.

2. Collaboration with Head Start: PA 96-0119 requires that school districts and other entities receiving preschool grants enter into agreements with local Head Start programs. The purpose of the agreement is to assure that the preschool program collaborates with the local Head Start program. The agreement can be as simple as a general statement of intent to collaborate in the coming year or as complex as a formal agreement template delineating the specific targeted areas of collaboration. The collaboration agreement must be signed by preschool and Head Start administrators, and be in place in order to receive funding in FY11. Preschool programs will keep the agreement on file for monitoring purposes.

3. Prior to final funding approval, each grantee must:
   - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
   - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.

4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.
   
<table>
<thead>
<tr>
<th>REPORT</th>
<th>CUMULATIVE THROUGH</th>
<th>DUE IN ISBE OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 30, 2010</td>
<td>October 20, 2010</td>
</tr>
<tr>
<td>2</td>
<td>December 31, 2010</td>
<td>January 20, 2011</td>
</tr>
<tr>
<td>3</td>
<td>March 31, 2011</td>
<td>April 20, 2011</td>
</tr>
<tr>
<td>Final</td>
<td>June 30, 2011</td>
<td>July 20, 2011</td>
</tr>
</tbody>
</table>

5. Reporting: All grantees must report the following to the Illinois State Board of Education no later than October 15, 2010.
   - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
   - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
   - the percentage of children enrolled in the program who do not qualify under either category.

All grantees must enroll and exit each Preschool for All student in the ISBE Student Information System (SIS). This reporting activity is continuous throughout the year.

All grantees that receive funding for Preschool for All must also submit the following reports to the Illinois State Board of Education:
   - Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.

   - Preschool for All Follow-Up: Progress of previous preschool students from kindergarten through high school is to be tracked and will be collected through the Student Information System (SIS). Information collected includes data such as promotion and grades. The district/agency is responsible for requesting the follow-up report/file in SIS and entering reading, math and language grades for
follow-up students in kindergarten, first and second grades.

- Immunization School Survey Form (ISBE 70-11). The data collection for the Immunization School Survey Form (ISBE 70-11) must be submitted through the ISBE Web Application Security (IWAS) System. Please complete the online survey providing immunization and physical examination data as of October 15 (or an earlier exclusion date if such has been established by your district/school) and submit by November 15 of each year.

- Teacher Service Record (TSR). For Teacher Service Record data collection periods, you must report full- and part-time employees working on a position that requires a teaching, administrative, or school service personnel certificate issued by the Illinois State Board of Education (ISBE). This data will be submitted through the IWAS System. The IWAS account administrator will receive email announcements regarding the specific dates for the TSR data collection periods and submission dates.

6. Each grantee funded to serve primarily at-risk children is required to have 51 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.

7. Any grantee that fails to enroll the required percentage of children (51 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.

8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.

10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.

11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.

12. No fees will be charged of parents or guardians and their children who are enrolled and participate in Preschool for All Children programs.

13. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.

14. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.

15. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. X, Sec. 3).

16. Each grantee which operates a program in a facility licensed by the Illinois Department of Children and Family Services (DCFS), shall require all employees and volunteers who are persons subject to background checks, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code [89 IAC 385.20] to authorize DCFS to perform a Child Abuse and Neglect Tracking System (CANTS) background check. Required individuals shall execute an Authorization for a background check, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code and shall submit the Authorization to DCFS for completion of the CANTS background check. Evidence of completion of required CANTS checks for all persons subject to background checks shall be maintained by the grantee and copies of the same shall be provided to the administrator of the DCFS-licensed facility. The requirement applies to any paid or unpaid individual, including any certified teacher employed by a school district or other entity but working in the facility, who is used to perform essential staff duties as evidenced by being counted in the staff-child ratio or being allowed to be alone with children in a licensed child care facility outside the visual or auditory supervision of facility staff.

17. Other:

- Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.

- Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.

- Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education for compliance with all of the terms and conditions of the grant agreement. The administrative agent is
responsible to the participating grantee and is the agent designated to receive funds and submit reports.
Certifications and Assurances, and Standard Terms of the Grant

By checking this box, 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. 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.

   The applicant affirms, under penalties of perjury, that he or she is authorized to execute this Certification and Assurances, and Standard Terms of the Grant on behalf of the applicant. Further, the applicant certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge, that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

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

2. 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.

3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

5. 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

6. No subcontracting is allowed under this program, 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);
FINANCIAL TERMS

7. Payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly or sufficient appropriation by the U.S. Congress for federal programs. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient state, federal, or other funds for this program.

8. 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.

9. 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.

10. 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.

11. 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 thirty (30) calendar days prior to the project ending date for which the amendment is being sought.

12. 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.

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 forty-five (45) calendar 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 Illinois State Board of Education.

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.

13. 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. Quarterly reports must describe the progress of the project or use and the expenditure of the grant funds. 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.

Those entities with established IWAS accounts with the Illinois State Board of Education must electronically submit expenditure reports by the required due dates specified within the Grant Agreement. Those entities not enrolled in IWAS must request paper expenditure report forms not later than twenty (20) calendar days before the due dates specified within the Grant Agreement to the Illinois State Board of Education. Expenditure reports are due twenty (20) calendar 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 the current year's payments and payments for future years' projects under the same program 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 twenty (20) 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 forty-five (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 ninety (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 forty-five (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.

14. 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.

15. 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 (including books, records, or papers related to the project) regarding the award recipient's progress or performance with respect to the administration and operation of the project.

NO BINDING OBLIGATION

16. 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

17. 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

18. 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 (10) calendar 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 forty-five (45) calendar days of termination.

INDEMNIFICATION

19. 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 (a) 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; (b) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (c) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (d) any infringement of any copyright, trademark, patent, or other intellectual property right; or (e) 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**

20. 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.), 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 (Pluyer v. Doe, 457 U.S. 202, 102 S.Ct. 2382 (1982)).

21. 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.

22. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.

23. 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).

24. 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.

25. 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.

26. 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.

27. 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.

28. 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) calendar 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.

29. 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 its a) employees, b) volunteers, and c) 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 a) employ individuals, b) allow individuals to volunteer, or c) 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.).

30. 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: a) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; b) identifies the allocation methods used for distributing the costs among programs; c) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; d) requires the propriety of the charges to be substantiated; and e) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.

31. 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 party to the joint application or legal entity or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.

32. 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:

a) 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;
b) Maintain separate accounts and ledgers for the project;
c) Provide a proper accounting of all revenue from ISBE for the project;
d) Properly post all expenditures made on behalf of the project;
e) 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;
f) 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.);
g) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligations and documentation. Reports submitted to ISBE should reflect actual expenditures/obligations that occur within project beginning and ending dates;
h) 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;
i) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
j) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and
k) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.

33. 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 Article 28 (105 ILCS 5/28-21) of the School Code.

Drug-Free Workplace Certification

34. 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)
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) calendar 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 within ten (10) calendar 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.
Grant Application

Applicant: CARTERVILLE CUSD 5  
County: Williamson

Application: 2010-2011 Early Childhood Preschool for All - 70
Cycle: Original Application

Project Number: 11-3705-70-21-100-0050-26-Preschool for All- 3-5 Early Childhood

The application has been submitted. No more updates will be saved for the application.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
</table>
| **Assurances**     |                  | **Instructions:**
| The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances. |
| The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so. |
| NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed. |

- Assurances for Early Childhood Preschool for All Grant
- Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**  
ROBERT PRUSATOR

**Signature of Board-Certified Delegated Authority for the School District Superintendent**  
TIM BLEYER

Agreed to on this Date: 06/30/2010  
RCDT when agreed to: 21-100-0050-26
Grant Application

Applicant: CARTERVILLE CUSD 5  
County: Williamson

Application: 2010-2011 Early Childhood Preschool for All - 70  
Cycle: Amendment 1

Project Number: 11-3705-70-21-100-0050-26-Preschool for All- 3-5 Early Childhood

The application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

<table>
<thead>
<tr>
<th>Assurances</th>
<th>Instructions</th>
</tr>
</thead>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- Assurances for Early Childhood Preschool for All Grant
- Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**  
ROBERT PRUSATORE

**Signature of Board-Certified Delegated Authority for the School District Superintendent**  
TIM BLEYER

Agreed to on this Date: 06/30/2010  
RCDT when agreed to: 21-100-0050-26
By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program for which funding is requested.

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 6 of the State Assurances tab for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.

2. Collaboration with Head Start: PA 96-0119 requires that school districts and other entities receiving preschool grants enter into agreements with local Head Start programs. The purpose of the agreement is to assure that the preschool program collaborates with the local Head Start program. The agreement can be as simple as a general statement of intent to collaborate in the coming year or as complex as a formal agreement template delineating the specific targeted areas of collaboration. The collaboration agreement must be signed by preschool and Head Start administrators, and be in place in order to receive funding in FY12. Preschool programs will keep the agreement on file for monitoring purposes.

3. Prior to final funding approval, each grantee must:
   - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
   - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.

4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.

<table>
<thead>
<tr>
<th>REPORT</th>
<th>CUMULATIVE THROUGH</th>
<th>DUE IN ISBE OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 30, 2011</td>
<td>October 20, 2011</td>
</tr>
<tr>
<td>2</td>
<td>December 31, 2011</td>
<td>January 20, 2012</td>
</tr>
<tr>
<td>3</td>
<td>March 31, 2012</td>
<td>April 20, 2012</td>
</tr>
<tr>
<td>Final</td>
<td>June 30, 2012</td>
<td>July 20, 2012</td>
</tr>
</tbody>
</table>

5. Reporting: All grantees must report the following to the Illinois State Board of Education no later than October 15, 2011:
   - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
   - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
   - the percentage of children enrolled in the program who do not qualify under either category.

All grantees must enroll and exit each Preschool for All student in the ISBE Student Information System (SIS). This reporting activity is continuous throughout the year.

All grantees that receive funding for Preschool for All must also submit the following reports to the Illinois State Board of Education:
- Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.
- Preschool for All Follow-Up: Progress of previous preschool students from kindergarten through high school is to be tracked and will be collected through the Student Information System (SIS). Information collected includes data such as promotion and grades. The district/agency is responsible for requesting the follow-up report/file in SIS and entering reading, math and language grades for
follow-up students in kindergarten, first and second grades.

- Immunization School Survey Form (ISBE 70-11). The data collection for the Immunization School Survey Form (ISBE 70-11) must be submitted through the ISBE Web Application Security (IWAS) System. Please complete the online survey providing immunization and physical examination data as of October 15 (or an earlier exclusion date if such has been established by your district/school) and submit by November 15 of each year.

- Teacher Service Record (TSR). For Teacher Service Record data collection periods, you must report full- and part-time employees working on a position that requires a teaching, administrative, or school service personnel certificate issued by the Illinois State Board of Education (ISBE). This data will be submitted through the IWAS System. The IWAS account administrator will receive email announcements regarding the specific dates for the TSR data collection periods and submission dates.

6. Each grantee funded to serve primarily at-risk children is required to have 80 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.

7. Any grantee that fails to enroll the required percentage of children (80 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.

8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.

10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.

11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.

12. No fees will be charged of parents or guardians and their children who are enrolled and participate in Preschool for All Children programs.

13. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.

14. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.

15. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. X, Sec. 3).

16. Each grantee which operates a program in a facility licensed by the Illinois Department of Children and Family Services (DCFS), shall require all employees and volunteers who are persons subject to background checks, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code [89 IAC 385.20] to authorize DCFS to perform a Child Abuse and Neglect Tracking System (CANTS) background check. Required individuals shall execute an Authorization for a background check, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code and shall submit the Authorization to DCFS for completion of the CANTS background check. Evidence of completion of required CANTS checks for all persons subject to background checks shall be maintained by the grantee and copies of the same shall be provided to the administrator of the DCFS-licensed facility. The requirement applies to any paid or unpaid individual, including any certified teacher employed by a school district or other entity but working in the facility, who is used to perform essential staff duties as evidenced by being counted in the staff-child ratio or being allowed to be alone with children in a licensed child care facility outside the visual or auditory supervision of facility staff.

17. Other:

- Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.
- Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.
- Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education for compliance with all of the terms and conditions of the grant agreement. The administrative agent is...
responsible to the participating grantee and is the agent designated to receive funds and submit reports.
Certifications and Assurances, and Standard Terms of the Grant

By checking this box, 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. 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. The applicant affirms, under penalties of perjury, that he or she is authorized to execute this Certification and Assurances, and Standard Terms of the Grant on behalf of the applicant. Further, the applicant certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge, that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

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 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
2. 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.

3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

5. 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
6. No subcontracting is allowed under this program, except as set forth in the Grant Agreement.

If subcontracting is allowed, are to be retained by the applicant to ensure compliance with the terms and conditions of the grant. All subcontracting must be documented and must have the prior written approval of the State Superintendent of Education. Approval of subcontracts shall be subject to the same criteria as are applied to the original proposal/application. The following information is required if any subcontracting is to be utilized:
-Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting; 
- Measurable and time-specific services to be provided; 
- Association costs (i.e., amounts to be paid under subcontracts); and 
- 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

7. Payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly or sufficient appropriation by the U.S. Congress for federal programs. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient state, federal, or other funds for this program.

8. 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 ninety (90) calendar days after the project ending date.

9. 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.

10. 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.

11. 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 thirty (30) calendar days prior to the project ending date for which the amendment is being sought.

12. 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.

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 forty-five (45) calendar 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 Illinois State Board of Education.

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.

13. The applicant, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue fund for promotional items including calendars, pens, buttons, pins, magnets, and any other similar promotional items.

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. Quarterly reports must describe the progress of the project or use and the expenditure of the grant funds. 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. Those entities with established IWAS accounts with the Illinois State Board of Education must electronically submit expenditure reports by the required due dates specified within the Grant Agreement. Those entities not
enrolled in IWAS must request paper expenditure report forms not later than twenty (20) calendar days before the due dates specified within the Grant Agreement to the Illinois State Board of Education. Expenditure reports are due twenty (20) calendar 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 the current year's payments and payments for future years' projects under the same grant program 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 twenty (20) 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 forty-five (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 ninety (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 forty-five (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 (including books, records, or papers related to the project) 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 (10) calendar 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 forty-five (45) calendar days of termination.
INDEMNIFICATION

20. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (a) 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; (b) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (c) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (d) any infringement of any copyright, trademark, patent, or other intellectual property right; or (e) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

21. The applicant will obey all applicable state and federal laws, regulations, and executive orders, including without limitation: those regarding the confidentiality of student records, such as the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.); those prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, such as Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Illinois School Code (105 ILCS 5/1-1 et seq.). Further, no award recipient shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (Plyler v. Doe, 457 U.S. 202, 102 S.Ct. 2382 (1982)).

22. The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.

23. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.

24. The applicant is not prohibited from receiving a grant award from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).

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

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

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

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

29. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) calendar 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 its a) employees, b) volunteers, and c) 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 a) employ individuals, b) allow individuals to volunteer, or c) 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: a) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; b) identifies the allocation methods used for distributing the costs among programs; c) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; d) requires the propriety of the charges to be substantiated; and e) 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 the 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 party to the joint application or 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:

   a) 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;
   b) Maintain separate accounts and ledgers for the project;
   c) Provide a proper accounting of all revenue from ISBE for the project;
   d) Properly post all expenditures made on behalf of the project;
   e) 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;
   f) 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.);
   g) 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;
   h) 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;
   i) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
   j) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and
   k) 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 Article 28 (105 ILCS 5/28-21) of the School Code.

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) calendar 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 within ten (10) calendar 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 application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

### Program Assurances

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

**NOTE:** These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

<table>
<thead>
<tr>
<th>Assurances for Early Childhood Preschool for All Grant</th>
<th>Certifications and Assurances, and Standard Terms of the Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Assurances for Early Childhood Preschool for All Grant</td>
<td>[ ] Certifications and Assurances, and Standard Terms of the Grant</td>
</tr>
</tbody>
</table>

**Signature of School District Superintendent / Agency Administrator:**

ROBERT PRUSSATOR

Agreed to on this Date: 08/17/2011

**Signature of Board-Certified Delegated Authority for the School District Superintendent:**

RCDT when agreed to: 21-100-0050-26
The application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

<table>
<thead>
<tr>
<th>Program Assurances</th>
<th>State Assurances</th>
<th>Assurances</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assurances</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Assurances for Early Childhood Preschool for All Grant</td>
<td>[ ] Certifications and Assurances, and Standard Terms of the Grant</td>
<td></td>
</tr>
</tbody>
</table>

**ROBERT PRUSATOR**
Signature of School District Superintendent / Agency Administrator

Agreed to on this Date: 08/17/2011

**Signature of Board-Certified Delegated Authority for the School District Superintendent**

RCDT when agreed to: 21-100-0050-26
The application has been submitted. No more updates will be saved for the application.

This page has been marked Final by the state agency. You must contact the agency to have it unlocked if legitimate changes are needed.

<table>
<thead>
<tr>
<th>Assurances</th>
<th>Instructions</th>
</tr>
</thead>
</table>

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so.

NOTE: These boxes will be automatically filled in as each of the separate certifications/assurances are read and completed.

- [ ] Assurances for Early Childhood Preschool for All Grant
- [ ] Certifications and Assurances, and Standard Terms of the Grant

**Signature of School District Superintendent / Agency Administrator**

ROBERT PRUSATOR

Agreed to on this Date: 08/17/2011

**Signature of Board-Certified Delegated Authority for the School District Superintendent**

RCDT when agreed to: 21-100-0050-26