

DUE DATE
August 15, 2013

ILLINOIS STATE BOARD OF EDUCATION
College and Career Readiness Division
100 North First Street, C-215
Springfield, IL 62777-0001

ATTACHMENT 1

FY 2014
ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
FOR ALL STUDENTS PROGRAM

COVER PAGE

Instructions: Submit 1 original plus 4 copies. No faxed or electronic submissions will be accepted.

APPLICANT INFORMATION

DISTRICT NAME AND NUMBER		REGION, COUNTY, DISTRICT, TYPE CODE	
NAME OF SUPERINTENDENT/AUTHORIZED OFFICIAL		PROGRAM CONTACT	
TITLE OF AUTHORIZED CONTACT		TITLE OF PROGRAM CONTACT	
ADDRESS (Street, City, State, Zip Code)		ADDRESS (Street, City, State, Zip Code)	
TELEPHONE (Include Area Code)	FAX (Include Area Code)	TELEPHONE (Include Area Code)	FAX (Include Area Code)
E-MAIL		E-MAIL	

TYPE OF PROPOSAL (Check one)	GRADE LEVELS TO BE SERVED	ESTIMATED NUMBER OF STUDENTS SERVED	PROPOSED PROGRAM (Check appropriate box)
<input type="checkbox"/> Unit District	_____	_____	<input type="checkbox"/> Implementation of AP [®]
<input type="checkbox"/> High School District Only	_____	_____	<input type="checkbox"/> Implementation of AP [®] and Pre-AP [®]
<input type="checkbox"/> High School and Elementary District	_____	_____	<input type="checkbox"/> Expansion of AP [®]
<input type="checkbox"/> Elementary District Only	_____	_____	<input type="checkbox"/> Expansion of AP [®] and Pre-AP [®]
<input type="checkbox"/> Joint Proposal	_____	_____	

Estimated grant awards are preliminary, and payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly. 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.

I certify that the program administrator/contact person identified above is authorized to act on behalf of the institution with regard to the Advanced Placement Classes – College and Career Success for All Students Program for FY 2014.

Date

Original Signature of Superintendent or Authorized Official

**FY 2014
 ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
 FOR ALL STUDENTS PROGRAM**

Instructions: Complete the sections below if applicant is submitting a joint proposal.

DISTRICT NAME AND NUMBER		PARTICIPATING SCHOOL		GRADES SERVED
NAME OF SUPERINTENDENT		PROJECT CONTACT	TITLE	
ADDRESS (Street, City, State, Zip Code)		ADDRESS (Street, City, State, Zip Code)		
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ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
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**A GRANT AGREEMENT BETWEEN THE
ILLINOIS STATE BOARD OF EDUCATION AND**

THIS GRANT AGREEMENT (this “Agreement”) is entered into by and between the Illinois State Board of Education and _____ and effective on the date it is fully executed.

WITNESSETH:

WHEREAS, the State Board of Education, pursuant to College and Career Success for All Students Act, has the authority to distribute funds to eligible applicants for the purposes of implementing the Advanced Placement Classes – College and Career Success for All Students Program;

WHEREAS, The State Board of Education entered into a Grant Agreement on September 1, 2013, seeking eligible applicants for funding through June 30, 2014; with respect to the Advanced Placement Classes – College and Career Success for All Students Program;

WHEREAS, in accordance with the aforementioned Continuation Grant Application, the Grantee has submitted an application for funding from the Illinois State Board of Education for the Advancement Placement Classes – College and Career Success for All Students Program to implement the program activities, services and purposes described on Attachment 2 attached hereto (the “Grant Activities”); and

WHEREAS, the State Superintendent of Education has approved the additional one year of funding of the Grant Activities through the Advanced Placement Classes – College and Career Success for All Students Program;

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

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

1. The State Board of Education hereby awards the Grantee a grant in the amount set forth in the Grantee Budget Summary attached hereto as Attachment 6 and the Budget Breakdown/Narrative attached hereto as Attachment 7 (the “Grant Award”) for the Grant Activities. The Grantee agrees that the Grant Award shall be expended in accordance with the budget attached hereto as Attachments 6 and 7, and in accordance with the other terms and provisions of this Agreement.
2. The beginning date of funding eligibility for Continuation Grant Activities shall be September 1, 2013. The ending date of funding eligibility for Continuation Grant Activities shall be June 30, 2014. The period from the beginning and ending dates listed in the preceding sentence is hereafter referred to as the “Term”. The Grantee shall complete the Grant Activities within the Term.

Notwithstanding the foregoing, at the State Board of Education’s sole discretion and contingent upon satisfactory progress in the preceding grant year and sufficient appropriation for program activities, the Term may be extended to the Grantee for one additional one-year period.

The Grant Award will be made on a one year only Term and may not be renewed.

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3. The disbursement of the Grant Award will be made by the State Board of Education on a reimbursement basis. The Budget Summary is attached hereto as Attachment 6. The Grantee shall provide, as requested by the State Board of Education, document to substantiate the requested amount.

4. This Agreement is subject to the Program-Specific Terms set forth in Attachment 8 and the Certifications, Assurances and Standard Terms of the Grant set forth in Attachment 9. In the event any conflict or inconsistency among the documents constituting this Agreement, the following order of precedence shall govern;
 - i. This Agreement, excluding the Attachments
 - ii. Attachment 9, The Certifications and Assurances, and Standard Terms of the Grant and any federal certification forms that may be required (i.e. Certification Regarding Debarment and Certification Regarding Lobbying);
 - iii. Attachment 8, Program-Specific Terms, and
 - iv. Attachments 3-5.

5. This Agreement, including the Attachments specified below which are incorporated into this Agreement by this reference, constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party. This Agreement may not be amended or modified except by a written instrument executed by both the Grantee and the State Board of Education.

- Attachments 3-5: Grant Activities (i.e., approved proposal, attachments and any approved amendments to the original proposal.
- Attachment 6: Grantee Budget Summary
- Attachment 7: Budget Breakdown/Narrative
- Attachment 8: Program-Specific Terms of the Grant
- Attachment 9: Certifications and Assurances, and Standard Terms of the Grant

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the effective date hereof.

ILLINOIS STATE BOARD OF EDUCATION

GRANTEE

By: _____
(Typed)

By: _____
(Typed)

By: _____
(Signature)

By: _____
(Signature)

Title: _____
(Executive Staff or Division Administrator)

Title: _____
(Authorized Official)

Date: _____

Date: _____

**FY 2014
ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
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PROPOSAL ABSTRACT

LEA NAME (for joint proposal)	REGION, COUNTY, DISTRICT, TYPE CODE
DISTRICT NAME AND NUMBER	SCHOOL NAME

INSTRUCTIONS: In 250 words or fewer describe the overall objectives and activities of the project.

**FY 2014
ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
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PROPOSAL NARRATIVE

LEA NAME (for joint proposal)	REGION, COUNTY, DISTRICT, TYPE CODE
DISTRICT NAME AND NUMBER	SCHOOL NAME

INSTRUCTIONS: Describe the district/school-level program including: a) Current Status, b) Need, c) Program Description, d) Student Participation, e) Online Courses, f) Staff Training and g) Sustainability. (See RFP for descriptions.)

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OBJECTIVES AND ACTIVITIES

LEA NAME (for joint proposal)	REGION, COUNTY, DISTRICT, TYPE CODE
DISTRICT NAME AND NUMBER	SCHOOL NAME

INSTRUCTIONS: Identify the objectives and activities to be used. See the Proposal Format section of the RFP for the information that must be provided. Use one page for each objective.

OBJECTIVE:

ACTIVITY	TIMELINE		PERSONS RESPONSIBLE	EVALUATION MEASURES
	START	COMPLETION		

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ATTACHMENT 5

Page ____ of ____

Duplicate as Needed

FY 2014

**ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
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EVALUATION DESIGN

LEA NAME (for joint proposal)	REGION, COUNTY, DISTRICT, TYPE CODE
DISTRICT NAME AND NUMBER	SCHOOL NAME

INSTRUCTIONS: Provide a detailed description of the methodology to be used and data to be collected to determine whether the Advanced Placement Classes – College and Career Success for All Students program has been effective. The evaluation plan should at least address the indicators listed under the “Evaluation Design” Section of the RFP and describe how the results will be used to improve the program.

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INITIAL BUDGET REVISED INITIAL BUDGET
 AMENDMENT # _____ Upward Downward Level

ILLINOIS STATE BOARD OF EDUCATION

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 Springfield, Illinois 62777-0001

PROJECT NUMBER			LEA SUBMISSION DATE (mm/dd/yyyy)
FISCAL YEAR 14	SOURCE OF FUNDS CODE 3961	REGION, COUNTY, DISTRICT, TYPE CODE	
LEA NAME (for joint proposal)			
DISTRICT NAME AND NUMBER			
PROGRAM CONTACT		TELEPHONE NUMBER (Include Area Code)	
CONTACT E-MAIL ADDRESS		FAX NUMBER (Include Area Code)	

FY 2014
ADVANCED PLACEMENT CLASSES –
COLLEGE AND CAREER SUCCESS FOR ALL STUDENTS

BUDGET SUMMARY AND PAYMENT SCHEDULE

Use whole dollars only. Omit dollar signs, commas and decimals, e.g., 2536

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

Instructions: Prior to preparing this Budget Summary and Payment Schedule request, please refer to the "State and Federal Grant Administration Policy and Fiscal Requirements and Procedures" handbook that can be accessed at http://www.isbe.net/funding/pdf/fiscal_procedure_handbk.pdf. Further information can be accessed at "General Grant Information Frequently Asked Questions" at http://www.isbe.net/funding/pdf/general_grant_faq.pdf.

LINE	FUNCTION NUMBER 1	EXPENDITURE ACCOUNT 2	SALARIES 3	EMPLOYEE BENEFITS 4	PURCHASED SERVICES 5	SUPPLIES AND MATERIALS 6	TOTAL 11	PAYMENT SCHEDULE
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)		
1	1000	Instruction						July-August
7	2210	Improvement of Instruction Services						September
9	2220	Educational Media Services						October
10	2230	Assessment and Testing						November
16	2550	Pupil Transportation Services						December
26	4000	Payments to Other LEAs & Governmental Units						January
28	Total Direct Cost							February
30	Total Budget							March
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 5px; width: 20%;"> <p align="center">ISBE USE ONLY</p> </div> <div style="width: 40%; text-align: center;"> <p>_____</p> <p><i>Date</i></p> </div> <div style="width: 40%; text-align: center;"> <p>_____</p> <p><i>Original</i> Signature of Superintendent or Authorized Official</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%; text-align: center;"> <p>_____</p> <p><i>Date</i></p> </div> <div style="width: 40%; text-align: center;"> <p>_____</p> <p><i>Original</i> Signature of ISBE Division Administrator, College and Career Readiness Division</p> </div> </div>								
								April
								May
								June
								TOTAL

LEA NAME (for joint proposal)
DISTRICT NAME AND NUMBER
SCHOOL NAME

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BUDGET NARRATIVE

Duplicate as Needed

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FUNCTION NUMBER (1)	OBJECT CODE	EXPENDITURE DESCRIPTION AND ITEMIZATION (2)	SALARIES (3)	EMPLOYEE BENEFITS (4)	PURCHASED SERVICES (5)	SUPPLIES AND MATERIALS (6)	TOTAL (11)
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	
TOTAL							

LEA NAME (for joint proposal)
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			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	
TOTAL							

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FUNCTION NUMBER (1)	OBJECT CODE	EXPENDITURE DESCRIPTION AND ITEMIZATION (2)	SALARIES (3)	EMPLOYEE BENEFITS (4)	PURCHASED SERVICES (5)	SUPPLIES AND MATERIALS (6)	TOTAL (11)
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	
TOTAL							

LEA NAME (for joint proposal)
DISTRICT NAME AND NUMBER
SCHOOL NAME

**FY 2014
ADVANCED PLACEMENT CLASSES –
COLLEGE AND CAREER SUCCESS FOR ALL STUDENTS**

BUDGET NARRATIVE

Duplicate as Needed

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ILLINOIS STATE BOARD OF EDUCATION

College and Career Readiness Division
100 North First Street, C-215
Springfield, IL 62777-0001

ATTACHMENT 8

**FY 2014
ADVANCED PLACEMENT CLASSES – COLLEGE AND CAREER SUCCESS
FOR ALL STUDENTS PROGRAM**

PROGRAM-SPECIFIC TERMS OF THE GRANT

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 7 of the document titled "Certifications and Assurances and Standard Terms of the Grant" for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.
2. Grantees will be required to cooperate fully with the Illinois State Board of Education (ISBE) to produce all reports for state reporting. Data for these reports is to be provided as requested. Further, all programs must cooperate with site visits by ISBE staff and cooperate with any questions regarding data, reporting of programming, and the production of the final report to ISBE.
3. All grantees must use 20 percent of grant proceeds to support professional development offered through the College Board (2210 contractual services). No exceptions will be made. Grantees agree to be contacted by the College Board to arrange for staff development training opportunities and must contact the College Board to confirm participation in scheduled events.
4. Grantees will be required to obtain the necessary approvals from the College Board for any Advanced Placement (AP[®]) courses offered under the program. All AP[®] courses are subject to the ongoing "course audit" now being undertaken by the College Board.
5. All programs are required to send a program representative to scheduled regional meetings held in association with AP grants.
6. Grant funds shall not be used to supplant other efforts currently funded with local, state or federal resources.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute the terms of the grant set forth above on behalf of the applicant.

Name of Applicant

By: _____
Date **Original** Signature of Superintendent or Authorized Official Title

CERTIFICATIONS AND ASSURANCES AND STANDARD TERMS OF THE GRANT

(Insert Applicant's Name Here)

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

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

Individual Corporation Partnership Unincorporated association Government entity

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

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

DEFINITIONS

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

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

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

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

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

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

PROJECT

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

SUBCONTRACTING

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

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

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

8. 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.
9. An applicant must not obligate funds prior to the start date of the project set forth in the final Grant Agreement. The project's start date cannot precede the start of the fiscal year for which the funds are appropriated.
All project activities must be completed between the project beginning date and the ending date (the "Term"). Liquidation of all obligations, including the current year's audit fee, should be completed no later than ninety (90) calendar days after the project ending date.
10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations, and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.
12. Obligation of funds for items or services based on amendments cannot be encumbered prior to the date of receipt at ISBE of a substantially approvable budget amendment provided the scope/intent of the approved project has not changed. If the scope/intent of a project changes based on an amendment, programmatic approval must be obtained prior to the obligation of funds based on the amendment. ISBE shall be the final determiner of whether an amendment changes the scope/intent of a project. The begin date of the project cannot precede the beginning of the fiscal year for which the funds are appropriated. Requests for budget amendments must be received by the State Board of Education no later than thirty (30) calendar days prior to the project ending date for which the amendment is being sought.
13. Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient's policies and procedures related to such expenditures. Funds may only be expended or obligated for activities occurring during the Term.
 - (a) State funded grants: All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on State funded grant programs and grant funds not expended or obligated by the end of the Term, as well as interest earned after the Term has expired, must be returned to the Illinois State Board of Education within 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.

14. 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.
15. 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.

16. 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.
17. 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

18. 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

19. 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

20. 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

21. 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

22. 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)).
23. 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.
 24. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
 25. 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).
 26. 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.
 27. 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.
 28. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 30/1 et seq., which applies to the wages of laborers, mechanics, and other workers employed in any public works.
 29. 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.
 30. 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.
 31. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all of its (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.).
 32. 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.
 33. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is a party to the joint application, a legal entity, or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.
 34. 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.
35. The applicant hereby assures that when purchasing core instructional print materials published after July 19, 2006, the applicant will ensure that all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21 which instructs the publisher to send (at no additional cost) to the National Instructional Materials Center (NIMAC) electronic files containing the contents of the print instructional materials using the NIMAS standard, on or before delivery of the print instructional materials. This does not preclude the district from purchasing or obtaining accessible materials directly from the publisher. For further information, see 105 ILCS 5/28-21 at <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=010500050HArt%2E+28&ActID=1005&ChapAct=105%26nbsp%3BILCS%26nbsp%3B5%>.

DRUG-FREE WORKPLACE CERTIFICATION

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

Signature of Authorized Official

Title

Date

Name of Authorized Official (Type or Print)