

ILLINOIS STATE BOARD OF EDUCATION
Budget and Financial Management Division
100 North First Street, W-481
Springfield, IL 62777-0001

**FISCAL YEAR 2020 SPECIAL PROJECT GRANT
COVER PAGE**

ORGANIZATION NAME

DATE

Instructions:

1. Applications must be typed.
2. Provide 2 copies with original signatures.
3. No faxed or electronic submissions will be accepted.
4. All information requested must be provided. Failure to provide a complete application will result in the denial of the application.
5. The application must be notarized prior to submission (see page 2).

ISBE USE ONLY

Date Received

Date

Original Signature of ISBE Division Administrator,
Budget and Financial Management

PROGRAM INFORMATION

Describe the need for this program including: (1) community description; (2) school and community assets and barriers; (3) pertinent community income information; (4) description of applicant's position within the community; (5) description of the applicant's organization, including licenses and accreditations, if applicable; and, (6) description of any partnering organizations (as identified on Attachment 2).

PROPOSAL PLAN

OBJECTIVES AND ACTIVITIES: Describe the overall objectives and activities of the proposal.

OUTREACH AND RECRUITMENT: What methods will be used to select and sustain participation of youth in the program. Include key demographic data used to select program participants.

ESTIMATED NUMBER OF STUDENTS TO BE SERVED	GRADE RANGE OF STUDENTS TO BE SERVED (e.g. K-3)
DAYS OF THE WEEK PROGRAM WILL OPERATE	TIME EACH DAY PROGRAMS WILL OPERATE (e.g. 4:00 p.m. - 6:00 p.m.)
LOCATION(S) WHERE PROGRAM ACTIVITIES WILL OCCUR (Attach additional sheet if necessary)	
Address (Street, City, State, Zip Code)	Address (Street, City, State, Zip Code)
Address (Street, City, State, Zip Code)	Address (Street, City, State, Zip Code)
Address (Street, City, State, Zip Code)	Address (Street, City, State, Zip Code)
Address (Street, City, State, Zip Code)	Address (Street, City, State, Zip Code)

OBJECTIVES AND ACTIVITIES

Describe the activities to be used for the program. Activities MUST focus on (1) academic; (2) cultural and community involvement; (3) social and emotional life skills; (4) health and safety; and/or, (5) healthy relationships.

ACTIVITY	PERSON RESPONSIBLE
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TIMELINE

START	COMPLETION
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ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

ACTIVITY	PERSON RESPONSIBLE
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TIMELINE

START	COMPLETION
-------	------------

ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

ACTIVITY	PERSON RESPONSIBLE
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TIMELINE

START	COMPLETION
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EVALUATION OBJECTIVE

ACTIVITY	PERSON RESPONSIBLE
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TIMELINE

START	COMPLETION
-------	------------

ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

OBJECTIVES AND ACTIVITIES (continued)

ACTIVITY

PERSON RESPONSIBLE

TIMELINE

START

COMPLETION

ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

ACTIVITY

PERSON RESPONSIBLE

TIMELINE

START

COMPLETION

ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

ACTIVITY

PERSON RESPONSIBLE

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COMPLETION

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EVALUATION OBJECTIVE

ACTIVITY

PERSON RESPONSIBLE

TIMELINE

START

COMPLETION

ADDRESS OF ACTIVITY (Street, City, State, Zip Code)

EVALUATION OBJECTIVE

ILLINOIS STATE BOARD OF EDUCATION
 Budget and Financial Management Division
 100 North First Street, W-481
 Springfield, IL 62777-0001

Instructions: List all organizations with which your organization has a partnership. Authorized signature of each partner is required.

PARTNERSHIP INFORMATION	
NAME OF PARTNER	LENGTH OF PARTNERSHIP (Number of years)
TYPE OF SUPPORT PROVIDED	DOLLAR VALUE OF SUPPORT
CONTACT NAME	TITLE OF CONTACT
ADDRESS (Street, City, State, Zip)	CONTACT E-MAIL
TELEPHONE (Include Area Code)	FAX (Include Area Code)

I certify that the program contact person identified above is authorized to act on behalf of the institution with regard to this grant.

Date

Original Signature of Authorized Representative

NAME OF PARTNER	LENGTH OF PARTNERSHIP (Number of years)
TYPE OF SUPPORT PROVIDED	DOLLAR VALUE OF SUPPORT
CONTACT NAME	TITLE OF CONTACT
ADDRESS (Street, City, State, Zip)	CONTACT E-MAIL
TELEPHONE (Include Area Code)	FAX (Include Area Code)

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Date

Original Signature of Authorized Representative

PARTNERSHIP INFORMATION (Continued)

NAME OF PARTNER	LENGTH OF PARTNERSHIP (Number of years)
TYPE OF SUPPORT PROVIDED	DOLLAR VALUE OF SUPPORT
CONTACT NAME	TITLE OF CONTACT
ADDRESS (Street, City, State, Zip)	CONTACT E-MAIL
TELEPHONE (Include Area Code)	FAX (Include Area Code)

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_____ *Date*

_____ *Original Signature of Authorized Representative*

NAME OF PARTNER	LENGTH OF PARTNERSHIP (Number of years)
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_____ *Date*

_____ *Original Signature of Authorized Representative*

PARTNERSHIP INFORMATION (Continued)

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PARTNERSHIP INFORMATION (Continued)

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_____ *Date*

_____ *Original Signature of Authorized Representative*

Budget and Financial Management Division
100 North First Street, W-481
Springfield, Illinois 62777-0001

Instructions: Please read all items listed and acknowledge that you have read and agree to them.

PROGRAM-SPECIFIC TERMS

1. All grantees must attend a mandatory training on the grant requirements and the grant document prior to receiving any funds.
2. A grantee may not receive 100% of its funding in one payment.
3. The start date of the program may not be before the receipt of a substantially approvable application by the Illinois State Board of Education.
4. The grantee, if applicable, must be registered with the Illinois Secretary of State's office and must be in good standing prior to receiving funds from the Illinois State Board of Education.
5. The grantee may not have any outstanding financial obligations to the State of Illinois. Any financial obligations must be handled prior to receiving any funds from the Illinois State Board of Education.
6. If the grantee has previously received funding from the Illinois State Board of Education, all requirements of the previous funding must have been fulfilled (including all reporting requirements) prior to receiving funding from the Illinois State Board of Education.
7. The grantee must provide a copy of its IRS determination letter of its 501(c)(3) status if applicable, prior to receiving funding from the Illinois State Board of Education.
8. The grantee must provide a copy of its IRS Form 990 (or one for its Fiscal Agent, if applicable) prior to receiving funding from the Illinois State Board of Education.
9. No more than 5% of the budget may be used for administrative purposes.
10. Budget amendments must be sought and approved by the Illinois State Board of Education prior to expending funds outside of the originally approved budget. Amendments to budgets must be received by the Illinois State Board of Education no later than 30 days prior to the project ending date.
11. Expenditure reports must be submitted quarterly, 30 days after each quarter through date. Funds may be frozen if expenditure reports are not received. Final expenditure reports are due 30 days after the project ending date.
12. Grantees have 90 days to liquidate obligations incurred prior to the end of the grant period. If obligations were shown on the final expenditure report, the grantee must submit another final expenditure report at the completion of the 90 day liquidation period.
13. All unexpended grant funds must be returned to the Illinois State Board of Education as soon as possible after the end of the grant period, but in no case later than 45 days after the end of the grant period.
14. The grantee must set aside a portion of the grant money received for the independent performance of procedures to ensure grant funds were expended in compliance with the grant provisions. The amount set aside for this service will be included in the grant recipient's budget and must be obligated prior to the project end date. The grant recipient will contract with an independent Certified Public Accountant licensed in the State of Illinois, for the performance of the following Agreed-Upon Procedures:
 - (1) Verify the amounts reported by the grant recipient in its completion report and compare such expenditure amounts to the grant recipient's accounting records. Report any differences.
 - (2) Obtain a listing of all expenditure transactions from the grant award. Visually scan the expenditure transaction for any unusual transactions. Select and review all unusual transactions. Select and review the 5 largest expenditure transactions from each quarter and a random sample of 50% of the remaining expenditure transactions from the grant award, to a maximum number of 80 transactions. Trace each selected transaction to supporting documentation to determine that the expenditure is for the intended purpose of the grant award; is in accordance with the requirements of the grant agreement; and is supported by the grant recipient's underlying records. Each transaction must meet the following criteria:
 - (a) Be necessary and reasonable for proper and efficient performance of the activities defined in the grant agreement.
 - (b) Be allocable to the grant award.
 - (c) Be authorized or not prohibited under state or federal law;
 - (d) Be net of all applicable credits.
 - (e) Be adequately documented.
 - (f) Be reasonable in its nature and amount.

Review of the selected transactions should include, but not be limited to:

- (a) Payroll: Timesheets or other documentation evidencing time worked by the employee toward the intended purpose of the grant award.
- (b) Services: Invoices for services rendered and associated payments.
- (c) Fixed Assets: Physically verify the existence of equipment/tangible property purchased by the grant recipient from grant funds.

(3) Determine the interest earned by the grant recipient on grant award funds is appropriately spend for the purpose of the grant award, in accordance with the Grant Agreement and the requirements of the Illinois Grant Funds Recovery Act. (30 ILCS 705/10).

(4) Determine that any grant award funds not paid to the grant recipient because they were withheld by the Illinois Office of the Comptroller to offset amounts owed by the grant recipient to the State of Illinois were replaced by the grant recipient with local funds and spent in accordance with the grant agreement.

(5) Determine the grant recipient, in accordance with the Illinois Grant Funds Recovery Act (30 ILCS 705/4(d)), returned any unexpended grant funds remaining at the project ending date to the Illinois State Board of Education within 45 days, unless the funds were legally obligated.

(6) Determine through documentation that unexpended funds remaining at the project ending date are:

- (a) Available for return to the Illinois State Board of Education;
- (b) Available for use to pay for the performance of the Agreed-Upon Procedures review; or
- (c) Obligated for expenditure through an executed contract or other legally binding means.

(7) Verify the number of students served, as reported by the grant recipient in its Program Performance Report, as submitted to the Illinois State Board of Education, by reconciling attendance records or other supporting documentation.

(8) Obtain a written explanation from the grant recipient for any difference identified during the performance of the above steps. Any variances or exceptions are to be reported in the Agreed-Upon Procedures Report.

The Agreed-Upon Procedures are to be performed in accordance with the Statement of Standards for Attestation Engagements established by the American Institute of Certified Public Accountants for the performance and reporting the results of Agreed-Upon Procedures engagements. The procedures are required to be performed and submitted to the Illinois State Board of Education within 90 days of the project ending date.

- 15. The grantee must submit a Program Performance Report, in a format to be provided to the grantee, to the Illinois State Board of Education no later than 30 days after the project ending date. The Program Performance Report will include, at a minimum, a report on the outcomes, as identified in the "Objectives and Activities" section of this application, as well as information on attendance, the unduplicated number of students served, the number of planned versus actual days the program operated, the average number of hours per day the program operated, the number of program days each youth attended each week, the number of program hours each youth attended each week, and the legal first name, middle initial and last name of students, the student's date of birth, the student's gender, and the student's race.
- 16. The grantee must make its sites and all records available to the Illinois State Board of Education at any time.
- 17. The Illinois State Board of Education may request information of its choosing at any time. The grantee must provide any information requested by the Illinois State Board of Education in a timely manner.

I certify that I have read and agree to the Program-Specific Terms of this grant.

Date

Original Signature of Authorized Representative

Illinois State Board of Education
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;
- Projected number of participants to be served.

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

FINANCIAL TERMS

8. Payment under this grant is subject to passage of a sufficient appropriation by the General Assembly for the program. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient funds (i.e. state, federal or other) for this program.
9. An applicant must not obligate funds prior to the start date of the project set forth in the final Grant Agreement. The project's start date cannot precede the start of the fiscal year for which the funds are appropriated.

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

10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.
12. Obligation of funds for items or services based on amendments cannot be encumbered prior to the date of receipt at ISBE of a substantially approvable budget amendment provided the scope/intent of the approved project has not changed. If the scope/intent of a project changes based on an amendment, programmatic approval must be obtained prior to the obligation of funds based on the amendment. ISBE shall be the final determiner of whether an amendment changes the scope/intent of a project. The begin date of the project cannot precede the beginning of the fiscal year for which the funds are appropriated. Requests for budget amendments must be received by the State Board of Education no later than 30 calendar days prior to the project ending date for which the amendment is being sought.
13. Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient's policies and procedures related to such expenditures. Funds may only be expended or obligated for activities occurring during the Term.
 - A. State funded grants: All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on State funded grant programs and grant funds not expended or obligated by the end of the Term, as well as interest earned after the Term has expired, must be returned to the Illinois State Board of Education within 45 days following the end of the Term.
 - B. Federally funded grants: Interest earned in excess of \$100 per year must be returned to the Illinois State Board of Education, with checks payable to the federal agency issuing the grant (e.g., U.S. Department of Education, U.S. Department of Agriculture).

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

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

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

without limitation, withhold current and subsequent years' project funding until the reports are properly filed.

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

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

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

15. The award recipient will maintain records on project and fiscal activities related to each award for a period of three (3) years following the project ending date either for a state-funded or federally funded project. Such records shall include a fiscal accounting for all monies in accordance with generally accepted governmental accounting principles. If there are outstanding audit exceptions, records will be retained on file until such exceptions are closed out to the satisfaction of the State Board of Education.
16. The State Board of Education and other governmental entities with program monitoring authority shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later), have the right at any time to conduct on-site or off-site inspections of the award recipient's records and project operations for auditing and monitoring purposes. The award recipient shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later) and upon the request of the State Board of Education, provide the State Board of Education with information and documentation regarding the award recipient's progress or performance with respect to the administration and operation of the project.

NO BINDING OBLIGATION

17. The applicant acknowledges and agrees that the selection of its proposal for funding, or approval to fund an application, shall not be deemed to be a binding obligation of the State Board of Education until such time as a final Grant Agreement is entered into between the applicant and the State Board of Education. Prior to the execution of a final Grant Agreement, the State Board of Education may withdraw its award of funding to the applicant at any time, for any reason.

COPYRIGHT

18. All rights, including copyright to data, information and/or other materials developed pursuant to an award, are retained by the State Board of Education, unless otherwise agreed in writing by the State Board of Education. All such work products produced by the award recipient through work pursuant to the award shall be made available to the State Board of Education upon request.

DEFAULT AND TERMINATION

19. The award recipient will be in default of the grant award and the corresponding Grant Agreement if it breaches any representation or warranty made in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant, or fails to observe or perform any covenant, agreement, obligation, duty or provision set forth in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant. Upon default by the award recipient and written notification by the State Board of Education, the award recipient will have ten days in which to cure the default to the satisfaction of the State Board of Education. If the default is not cured to the satisfaction of the State Board of Education, the State Board of Education shall thereafter have full right and authority to terminate the Grant Agreement, and/or seek such other remedy that may be available at law or in equity. Upon termination of the Grant Agreement, the award recipient will cease all use of grant funds, shall cancel all cancelable obligations relating to the project, and shall return all unexpended grant funds to the State Board of Education within 45 days of termination.

INDEMNIFICATION

20. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without

limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

21. The applicant will obey all applicable state and federal laws, regulations, and executive orders, including without limitation: those regarding the confidentiality of student records, such as the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.); those prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, such as Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Illinois School Code (105 ILCS 5/1-1 et seq.). Further, no award recipient shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (*Plyler v. Doe*, 457 U.S. 202, 102 S.Ct. 2382 (1982)).
22. The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
23. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
24. The applicant is not prohibited from receiving a grant award from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
25. The applicant certifies it has informed the State Superintendent of Education in writing if any employee of the applicant was formerly employed by the State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
26. The applicant shall notify the State Superintendent of Education if the applicant solicits or intends to solicit for employment any of the State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.
27. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.
28. The applicant certifies that it is (a) current as to the filing and payment of any applicable federal, state and/or local taxes; and (b) not delinquent in its payment of moneys owed to any federal, state or local unit of government.
29. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.
30. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all of its i) employees, ii) volunteers, and iii) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not i) employ individuals, ii) allow individuals to volunteer, or iii) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-

- 21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).
31. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: i) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; ii) identifies the allocation methods used for distributing the costs among programs; iii) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; iv) requires the propriety of the charges to be substantiated; and v) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.
32. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is a party to the joint application, a legal entity, or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.
33. The entity acting as the fiscal agent certifies that it is responsible to the applicant or, in the case of a joint application, to each applicant that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:
- 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.
34. The applicant hereby assures that when purchasing core instructional print materials published after July 19, 2006, the applicant will ensure that all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21 which instructs the publisher to send (at no additional cost) to the National Instructional Materials Center (NIMAC) electronic files containing the contents of the print instructional materials using the NIMAS standard, on or before delivery of the print instructional materials. This does not preclude the district from purchasing or obtaining accessible materials directly from the publisher. For further information, see 105 ILCS 5/28-21 at <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=010500050HArt%2E+28&ActID=1005&ChapAct=105%26nbsp%3BILCS%26nbsp%3B5%>.

DRUG-FREE WORKPLACE CERTIFICATION

35. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State of Illinois for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The applicant certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency with ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug Free Workplace Act.

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

(Name of Applicant)

By: _____
Date Signature of Authorized Official Title