### **Overview**

Program: School Improvement Grants (SIG) under section 1003(q) of Title I of the Elementary and

Secondary Education Act of 1965 (ESEA) are made available to state education agencies to provide

subgrants to local education agencies for use in Title I schools identified for improvement,

corrective action, or restructuring so as to enable those schools to make adequate yearly progress

(AYP) and exit improvement status.

Purpose: To provide services to eligible school districts for intensive assistance to schools identified as in

need of improvement under section 1116 of the No Child Left Behind (NCLB) reauthorization.

Program Type: Continuation of a federal competitive grant

Funding: Allocations are preliminary, and 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.

Legislation and Rules: Elementary and Secondary Education Act of 1965, as amended, Title I, Part A, Section 1003(g)

<u>Federal Register - 2010</u> <u>Federal Register - 2015</u>

Resources: U.S.D.E. Guidance for the School Improvement Grant - February 2011

U.S.D.E. Guidance for the School Improvement Grant - March 2015

Background: Program Specifications

Application Due Date: June 30, 2015, if a July 1 start date is required

Amendment Due Date: Prior to obligation of funds and no later than 30 calendar days prior to program end date.

Grant Period: July 1, 2015 to June 30, 2016

Expenditure Reports: Cumulative expenditure reports quarterly and a final completion report

**DistrictInformation** Instructions

Program Contact Person						
Last Name*		First Name*	Middle Initial	Title *		
Clarke		Fred		Mr. 🔻		
Position Title *						
Executive Transformation Officer						
Address 1*						
1005 State St						
Address 2						
City*		State*	Zip +4 *			
East St Iouis		IL	62201 1907			
Phone*	Extension	Fax				
618 646 3312						
NCES # *						
1713320						
Summer Phone	Extension	Email				
		fred.clarke@estl189.cor	n			
Check here to have all IWAS notices s distributed to all the LEA personnel will						
Activity Period:						
<ul> <li>Regular Project Year - active</li> <li>except to pay outstanding completed prior to June 30</li> </ul>	obligations	made prior to June 30 or	r to pay for to	eacher salaries for activities		
<ul> <li>Extended Project Year - act activities AFTER June 30 cc services.</li> </ul>	activities AFTER June 30 could be summer school, summer staff development activities and/or audit					
Grant Period:						
Begin Date: July 1, or the submission d	ate of the	original application, which	never is later			
End Date: 08/31/2016						

Use this text area for any needed explanations to ISBE in regard to this program.

([count] of 7000 maximum characters used)

<sup>\*</sup>Required field

The Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires a Prime Awardee, such as a State agency, to report an award of \$25,000 or more made to a subrecipient as of October 1, 2010.

To fulfill reporting requirements, provide a brief but succinct description of how the funding received will support the activities and actions to meet the purpose and goals of the Federal grant. If there are multiple funding actions, provide a description for each funding action.\*

## **Example of project description:**

Funds will be used to increase student achievement in mathematics and reading through compliance with the federal requirements associated with the specific school improvement intervention model (turnaround, transformation, restart, or closure).

## Project Description (do not use the & symbol):

([count] of 255 maximum characters used)

Funds will be used to increase student achievement in mathematics, reading, science and social studies as well as increasing college awareness and access utilizing the transformation model.

Agency DUNS Number \*: 720000000

Click here for additional DUNS information

**OR** Click here if you do not have a DUNS number

## Agency's Annual Gross Revenues\*:

Yes



In the previous fiscal year, this organization (including parent organizations, all branches, and all affiliates worldwide) received (a) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

#### AND

(b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements.

Select the Yes button ONLY if both (a) and (b) are true.

\* Required field v2.28.14

LEA Progress Report Instructions

Briefly describe your District's progress toward implementation of the ISBE-approved proposed reform strategy during the previous school year of the SIG 1003(g) school improvement efforts by answering the questions below. Within the narrative, incorporate evidence that the SIG funds were used to provide adequate resources to each SIG funded school in your district in order to substantially raise the achievement of the students.

1. Describe challenges and successes encountered during the previous school year. Indicate for each of the 18 federally required metrics whether or not there has been growth (and how much) or not. If the District collects progress data, please reference that as well. \*

([count] of 7800 maximum characters used)

ChallengesA third change in the principal position as well as two assistant principal changes created challenges. Successes Over the past three years the leadership has made a number of improvements at East St. Louis Senior High School as a result of SIG funding and systemic changes in programming. Some of these include: 1. The class of 2015 graduated 274 out 279 seniors (98.2%). The increase in graduating seniors was a result of a focus on college and career readiness strategies, credit recovery, ACT prep and extended learning time during the three years of SIG funding.2. Increased the four-year graduation rate at East St. Louis High School by 10.2% (62.8% to 73.0%) from 2012 to 2014. The four year graduation rate for the Class of 2015 has not been released yet. 3.Increase in Freshman on track to graduate from 43% in 2012-13 to 80% at the end of 2014-15 as a result of utilizing focused instructional strategies, Early Warning System and graduation plan monitoring.4. Increase in the number of students accepted to college, military or trade school from 47% in 2012-13 to 97% in 2014-15 as a result of a focus on college and career readiness strategies and setting benchmarks rewards for completion of applications throughout the year. 5. An improved culture and climate through the certification of 59 high school staff members (teachers, administrators, secretaries, security, custodians, aides, social workers, counselors) in Positive Behavior Facilitation (PBF). Certification consists of a 36-hour course which builds capacity of participants to strengthen relationships, to resolve conflicts and to cultivate a healing school environment for children and staff.6.An increase in the amount (\$4.3 million) of academic scholarships received by the Class of 2015. This represents an increase of 1268% over scholarships received by the Class of 2014.7.As a result of college and career readiness initiatives funded by SIG, Twenty-one students from the Class of 2016 and 2017 have qualified to participate in the Southwestern Illinois College (SWIC) dual enrollment program "Running Start." These students will enroll in college courses at the SWIC campus. When they successfully complete the program they will earn a High School diploma as well as an associate degree

2. Describe any significant programmatic changes that will take place during the fiscal year. \*

([count] of 7800 maximum characters used)

For the 2015-16 school year the main focus will be on five worthy targets:1. ELA/Math passing rates will increase by 20% (Redesign school day, Strengthen instruction)2. 80% of students deficient in credits will recover some or all prior to graduation (Strengthen instruction, Use data)3. Discipline referrals will reduce by 50% for repeat offenders (School safety and discipline)4. 100% of seniors will submit at least 5 applications for college, military or trade school (Use data, Family and community engagement)5. 100% of seniors will submit at least 5 applications for academic scholarships (Use data, Family and community engagement)The addition of the Academic Skill Center and the Student Systems of Intervention and Support program BAGS (Behavior, Attendance, Grades, Supports) will provide the appropriate structure for intervening quickly to get students back on track.

\* Required Fields

Goal 1 (Reading) Instructions

Please provide your annual improvement goal for improving student achievement in reading. For each Goal statement, summarize the objectives and desired outcomes. Up to four additional Objectives, Measurable Outcomes, Evidence of Improvement, Target Dates of Completion, and Responsible Entity fields may be added through the use of the Add Additional Entries button at the bottom of the page.

## Goal Example --

The 2014 state accountability assessment(s) results show XX percent of the district's ALL students in the Meets/Exceeds category in reading. The percent of ALL students in the Meets/Exceeds Category will increase to XX on the 2015 state accountability assessment(s) (year 2).

### **Goal Statement**

([count] of 500 maximum characters used)

In FY16, students will increase their mean score on the NWEA by 2.7 in grade 9; 2.5 in grade 10, with 100% of the students completing the test.In FY15, students struggled with the first PARCC testing. For FY16, 10% of the students will achieve a 3 or higher in Reading.

## Objective

Provide your objective that aligns with the goal statement above and how it incorporates the intervention model improvement efforts. ([count] of 1000 maximum characters used)

1.1 Increase student outcomes through instruction that is based on the completed ELA curriculum, which is aligned to the state standards, and integrates reading instruction across disciplines.

## Measureable Outcome(s)

For the Goal Statement above, identify measurable outcomes that align with the selected objective/interventions. ([count] of 1000 maximum characters used)

1.1 Classroom walkthroughs (15 per administrator, weekly across the disciplines)1.1 Review of weekly lesson plans will show that 75% of the teachers are teaching the expected content and skills as prescribed by the curriculum. 1.1 80% of the students at each grade level will receive passing grades on the common assessments developed to progress monitor student growth1.1 97% Weekly collaboration agendas PLC's1.1 97% of Curriculum is complete and on-line.1.1 80% Evidence of monitoring instructional delivery 1.1 80% Lesson Plans will reflect curriculum implementation 1.1 97% Teachers will use an Early Release Days to design a process for student performance data assessment. 1.1 80% PLC meeting agenda will reflect data analysis

## **Evidence of Improvement or Progress**

Describe the evidence of improvement or progress the LEA established for the goal to facilitate monitoring by the LEA and schools. ([count] of 1000 maximum characters used)

1.1 80% of the students will increase their mean score to the expected level or above on the NWEA exam.1.1 Increase of teacher skill level as observe during classroom observations and lesson plan reviews.1.1 Increase the number of teachers noting differentiated instructional strategies in their lesson plans 1.1 Lesson plans, revised curriculum documents1.1 Increase in differentiated instruction strategies observed by building administrators during weekly walkthroughs1.1 PLC minutes, Data meetings1.1 PD agendas, meeting notes

## **Target Date of Completion**

5/30/2016 (mm/dd/yyyy)

## **Responsible Entity**

([count] of 100 maximum characters used)

Instructional CoachesDistrict Content SpecialistsTeachersPrincipalAssistant Principals

Goal 2 (Math) Instructions

Please provide your annual improvement goal for improving student achievement in math. For each Goal statement, summarize the objectives and desired outcomes. Up to four additional Objectives, Measurable Outcomes, Evidence of Improvement, Target Dates of Completion, and Responsible Entity fields may be added through the use of the Add Additional Entries button at the bottom of the page.

### Goal Example --

The 2014 state accountability assessment(s) results show XX percent of the district's ALL students in the Meets/Exceeds category in math. The percent of ALL students in the Meets/Exceeds Category will increase to XX on the 2015 state accountability assessment(s) (year 2).

### **Goal Statement**

([count] of 500 maximum characters used)

2. In FY16, students will increase their mean score on the NWEA by 2.7 in grade 9; 2.5 in grade 10; with 100% of the students completing the testIn FY15, students struggled with the first PARCC testing. For FY16, 10% of the students will achieve a 3 or higher in Math.

## Objective

Provide your objective that aligns with the goal statement above and how it incorporates the intervention model improvement efforts. ([count] of 1000 maximum characters used)

2.1 Increase student outcomes through instruction that is based on the completed Math curriculum, which is aligned to the state standards, and integrates reading instruction across disciplines.

## Measureable Outcome(s)

For the Goal Statement above, identify measurable outcomes that align with the selected objective/interventions. ([count] of 1000 maximum characters used)

2.1 Classroom walkthroughs (15 per administrator, weekly across the disciplines)2.1 Review of weekly lesson plans will show that 75% of the teachers are teaching the expected content and skills as prescribed by the curriculum. 2.1 80% of the students at each grade level will receive passing grades on the common assessments developed to progress monitor student growth

### **Evidence of Improvement or Progress**

Describe the evidence of improvement or progress the LEA established for the goal to facilitate monitoring by the LEA and schools. ([count] of 1000 maximum characters used)

2.1 80% of the students will increase their mean score to the expected level or above on the NWEA exam.2.1 Increase of teacher skill level as observe during classroom observations and lesson plan reviews.

## **Target Date of Completion**

5/30/2016 (mm/dd/yyyy)

## **Responsible Entity**

([count] of 100 maximum characters used)

Instructional CoachesDistrict Content SpecialistsTeachersPrincipalAssistant Principals

Download the form hyperlinked below and save to your hard drive. Complete and upload a completed form for every SIG 1003(g) funded school in this Cohort using the Browse and Upload file buttons below. Please include the School Name and Date when naming the forms for easy identification.

## Individual School Strategies

Choose File no file selected

Click here for instructions on how to upload files

Lincoln School Strategies - 2015-16.pdf Mason Clark School Strategies - 2015-16.pdf !School Improvement Grant Sustainability - ESTL189 High School.docx !Lincoln FY16 SIG Individual School Strategies Form A.pdf !Mason Clark FY16 SIG Individual School Strategies Form A.pdf

Any uploaded files will appear to the left.

Provide any necessary comments or explanations related to uploaded files below.

School Contact Information			Instructions
School Name *	NCES #	*	
East St Louis High School	1713320	04977	
School Principal			
Last Name *	First Nam	ne *	Middle Initial
Wright	Marcus		
Address 1 *			
4901 State St			
Address 2			
City *	State *		Zip +4 *
East St Louis	IL		62201 1356
Phone *	Extension Fax		
618 646 3700			
Summer Phone	Extension Email		
Restructuring Planning  Selected Intervention Model *  Transformation	Watch ▼		
Individual School On-Site Lead Partner Name of Lead Partner *			
NA			
Lead Contact Last Name *	First Name *	Middle Initial	
MA	NA		
Address 1 *			
NA			
Address 2			
City *	State *	Zip +4 *	
NA	NA	00000	
Phone *	Extension	0000 Fax	
618 000 0000			
Email			
NA@na.com			
ISBE Approved Lead Partner * <b>⑥</b> Yes			
© No			
-			

<sup>\*</sup> Denotes required fields

Allotment Instructions

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

	SIG1003g-4339
Current Year Allotment	\$0
Reallotted Funds (+)	
Released Funds (-)	
Carryover (+)	\$500,000
PrePayment (+)	0
SUB TOTAL	\$500,000
Multi-District	
Transfer In (+)	0
Transfer Out (-)	0
Administrative Agent	
ADJUSTED SUB TOTAL	\$500,000
TOTAL AVAILABLE	\$500,000
	SIG1003g-4339

Budget Distribution Instructions

Provide award breakout for the District and for each school identified for intervention. Also, provide a name for each school receiving SIG 1003(g) funds in the text area provided.

**Please note:** The Calculate Totals button does not Save the page, nor does the Save Page button properly recalculate funding distribution. Anytime you redistribute funds and/or change an Award Amount, first use the Calculate Total button and then the Save Page button

		Award
	Amount Reserved for District	25000
School 1 Name	East St Louis High School	475000
School 2 Name		
School 3 Name		
School 4 Name		
School 5 Name		
School 6 Name		
School 7 Name		
School 8 Name		
	TOTAL Distribution (must equal Total Award Amount below)	500000
	Total Award amount - Total Award Breakout (difference):	0
	Total Award Amount	500000

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

Itemize and explain each expenditure amount that appears on the Budget Summary. Provide a complete breakdown of eligible employee benefits. Federal Funds: Please review the Instructions link for details that apply to your specific grant regarding teacher's retirement. Contact your program consultant with any additional questions you may have regarding TRS contributions. Click on the "Create Additional Entries" button to enter additional information.

## **Description of Function Codes and Object Codes**

Function Code	Object Code	Expenditure Description and Itemization	SIG1003g- 4339 Funds	Delete Row
1000 🔻	100 🔻	East St Louis HS - extended time Saturday School implementation to serve studentsidentified as needing additional academic support. Students will be identified via the Early Warning System or the Response to Intervention	28050	
1000 🔻	100 🔻	East St Louis HS - After school tutoring (4 staff X \$25/hrX 1.75 hour X 4 days a week X 30 weeks + planning). Students will be identified via the Early WarningSystem or the Response to Intervention system implemented this fall.	30600	
1000 🔻	200 🔻	East St Louis HS - Extended learning time for teaching staff benefits (Insurance, IMRF, Reg. TRS,THIS, Medicare)	13833	
1000 🔻	200_	East St Louis HS - After school tutoring - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	9295	
1000 🔻	300 ▼	East St Louis HS - Fuel Education system for credit recovery for students.	56000	
1000 🔻	400 ▼	East St Louis HS - Science equipment for newly created curriculum.	51900	
1000	400 🔻	East St Louis - Supplies and materials for extended time Saturday School implementation	4000	
2110 🔻	100 🔻	East St Louis HS - PBIS/PBF Interventionist to provide on site implementation and oversight, also provides student intervention to address culture and climate issues.	76466	
2110 🔻	100	East St Louis HS - Student Transition Interventionist to monitor incoming 9th graders, students returning from alternative placements and new students.	57157	
2110 🔻	200_	East St Louis HS - PBIS/PBF Interventionist - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	36074	
2110 🔻	200_	East St Louis HS - Student Transition Interventionist - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	24000	
2110	400 ▼	East St Louis HS - Student Transition Interventionist parent resource supplies	2000	
2120 🔻	300	East St Louis HS - College Access Mentoring background checks (Washington University students serve as college access mentors to 9th, 10th, 11th grade students)	400	
2210 🔻	100	East St Louis HS - Stipends for staff for Positive Behavior Facilitation training. (\$150/day X 6 days X 15 staff)	21600	
2210 🔻	100	East St Louis HS - stipends for in-house Positive Behavior Facilitation (PBF) trainers (2 trainers ( $$300 \text{ per tool}$ ) + 2 assistants ( $$150 \text{ per tool}$ ) X 6 days per session X 2 sessions.	10800	
2210 🔻	100 🔻	East St Louis HS - stipends for teachers for Professional Learning Community facilitation(6 X $\sim$ 5 hours a month + planning X \$1000) to lead and prepare for the weekly meetings bydepartment.	6000	
2210 🔻	100 🔻	East St Louis HS - Teacher stipends for curriculum writing professional development - Science/Social Studies (5 teachers X 10 days x \$100 per day).	5000	
2210 🔻	200_	East St Louis HS - Stipends for staff for Positive Behavior Facilitation training - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	3500	
2210 🔻	200_	East St Louis HS - stipends for in-house Positive Behavior Facilitation (PBF) trainers - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	2000	
2210 🔻	200_	East St Louis HS - stipends for teachers for Professional Learning Community facilitation - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	1500	
2210 🔻	200_	East St Louis HS - Teacher stipends for curriculum writing professional development - Science/Social Studies - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	1000	
2210 🔻	300_	East St Louis HS - Transformation Officer travel to other SIG districts, ISBE Conference, Respondability site visits for collaboration and sharing.	2000	
2210 🔻	300_	East St Louis HS - Principal and team member travel to other districts to review successful transformation, culture and climate programs.	2000	
2210 🕶	300	East St Louis HS - AIR Leadership Team consultant - to provide training and oversight of SLT process	28000	
2610 🔻	100 🔻	LEA - Part time clerical support for Transformation Officer	21500	
2610 🔻	200 🔻	LEA - Clerical support for Transformation Officer - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	3500	
2640 🔻	100 🔻	East St Louis HS - Teacher reward for academic growth improvement.	1000	
2640 🔻	200_	East St Louis HS - Teacher reward for academic growth improvement - Benefits (Insurance, IMRF, Reg. TRS, THIS, Medicare).	400	
2660 🔻	300 🔻	East St Louis HS - College Clearinghouse membership fee - to track graduates 4 years after graduation.	425	

	Total Direct Costs 500000
	- Capital Outlay Costs 0
	Allowable Direct Costs 500000
	Indirect Cost Rate % 1.81
	Maximum Indirect Cost * 0
	Indirect Cost 0
Total Allotment 500000	Grand Total 500000
	Allotment Remaining 0

## Calculate Totals

<sup>\*</sup>If expenditures are budgeted in functions 2520, 2570, 2640, or 2660, the indirect cost rate cannot be used.

Budget (Read Only) Instructions

LINE	FUNCTION	EXPENDITURE ACCOUNTING	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	SUPPLIES & MATERIALS 400	CAPITAL OUTLAY** 500	OTHER OBJECTS 600	NONCAP EQUIP** 700	TOTAL
1	1000	0 Instruction		23,128	56,000	55,900				193,678
2	2110	Attendance & Social Work Services	133,623	60,074		2,000				195,697
3	2120	Guidance Services			400					400
7	2210	Improvement of Instruction Services	43,400	8,000	32,000					83,400
8	2220	Educational Media Services								
9	2230	Assessment & Testing								
10	2300	General Administration								
11	2400	School Administration								
13	2520	Fiscal Services*								
15	2540	Operation & Maintenance of Plant Services								
16	2550	Pupil Transportation Services								
18	2570	Internal Services*								
19	2610	Direction of Central Support Services	21,500	3,500						25,000
20	2620	Planning, Research, Dev. & Eval. Services								
21	2630	Information Services								
22	2640	Staff Services*	1,000	400						1,400
23	2660	Data Processing Services*			425					425
24	2900	Other Support Services								
25	3000	Community Services								
27	4000	Payment to Other Districts and Governmental Units								
37										
29	Total Direct Costs		258,173	95,102	88,825	57,900				500,000
30	Approved I	ndirect Costs X 1.81%								
31	Total Budg	et								500,000

Superintendent Name: Not calling IWAS Web Service

<sup>\*</sup> If expenditures are shown, the indirect cost rate cannot be used \*\* Capital Outlay cannot be included in the indirect cost calculation.

Specific Terms of the Grant Instructions

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.

The applicant hereby certifies and assures the Illinois State Board of Education that:

### **Federal Program Assurances**

- 1. Use its School Improvement Grant to implement fully and effectively an intervention in each Priority school that the LEA commits to serve consistent with the final requirements published by the United States Department of Education (ED).
- 2. Establish annual goals for student achievement on the State's assessment in both reading/language arts and mathematics and measure progress on the leading indicators in section III of the final requirements published by the United States Department of Education in order to monitor each Priority schools that receive school improvement funds.
- Include in its contract or agreement terms and provisions to hold the charter operator, charter management organization, or education management organization accountable for complying with the ED 1003(g) final requirements if it implements a restart model in a Priority school.
- 4. Report to ISBE the school-level data required under section III of the ED 1003(g) final requirments.
- 5. Ensure that full implementation of the selected model occurs in the current school year and that no SIG 1003(g) funds are used for planning activities.

ED 1003(g) final requirements can be viewed at: <u>USDE Guidance for School Improvement Fund</u>

## **State Program Assurances**

- Implement a new evaluation system for teachers and principals incorporating student growth as a significant factor along
  with other factors as described in Public Act 096-0861 Section 24A-7 no later than the start of the current school year. The
  evaluation system should fairly and accurately differentiate teachers, identify and reward effective performance, and identify
  and address ineffective performance.
- 2. Participate in any program related evaluations or studies required for participation in this grant.
- 3. Report other program information required by the Illinois State Board of Education (ISBE) or the U. S. Department of Education (ED).
- 4. Submit quarterly financial expenditure reports as of September 30, December 31, March 31 and June 30 to ISBE within 20 calendar days after the last day of each quarter.
- 5. 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.
- 6. Contact ISBE for prior approval to discontinue a contract with a Lead Partner or other approved subcontractor.
- 7. Contact ISBE for approval to add a new or different Lead Partner.
- 8. Limit administrative costs to 5 percent of the total budget. Administrative costs include: General Administration function 2300, Fiscal Services function 2520, and Payments to Other Districts or Governmental Units function code 4000.
- 9. LEAs with more than one award may not combine funds into one account. The amount awarded to each school must be spent specifically on implementation of the intervention model in that school.
- 10. SIG funds must be tracked and reported separately from the Title I, Part A funds. Local fiscal agents are to place improvement funds in a Title I account assigned for school improvement. These funding numbers must not be the same as those used for the Title I Basic grant award or SIG. LEAs with more than one award may not combine funds into one account. The amount awarded to each school must be spent specifically on implementation of the intervention model in that school.
- 11. All LEAs and Lead Partners must participate in all evaluation, data collection, and reporting activities conducted by ED and ISBE that include, but are not limited to: participating in on-site reviews conducted by ISBE; participating in designated school improvement activities and technical assistance offered by ISBE; updating annual improvement goals; submitting a revised budget and annual budget summary; submitting quarterly expenditure reports; submitting quarterly progress reports; reporting progress on ED-identified indicators and metrics in the following categories: School Data, Student Outcomes and Academic Progress, Student Culture and Climate, and Teacher Talent.
- 12. The LEA will contract and work with an external provider, hereto referred to as a Lead Partner organization, which it will screen and select from the Approved Partner list on the ISBE website. If the LEA decides to propose an unapproved Lead Partner, the LEA must submit a request for approval to ISBE prior to the execution of a subcontract funded with SIG funds in which it describes how the LEA recruited, screened, and selected the provider. The proposed Lead Partner is required to submit an application to ISBE and to detail their experiences and record of success in supporting academically underperforming schools.

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

Instructions

This certification is required by 2 CFR 3485 which was last updated by Federal Register dated 3.28.12. Part 3485 satisfies the requirements in section 3 of Executive Order 12549, Debarment and Suspension (3 CFR part 1986 Comp., p. 189), Executive Order 12689, Debarment and Suspension (3 CFR part 1989 Comp., p. 235) and 31 U.S.C. 6101 note (Section 2455, Pub. L. 103355, 108 Stat. 3327). The regulations can be located on line at:

Code of Federal Registers

## Before completing this certification, read instructions below.

### **CERTIFICATION**

- By checking this box, the prospective lower tier participant certifies that:
- 1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- 2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- 4. It will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions; and
- 5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into.

### **Instructions for Certification**

- 1. By checking the box and saving this page, the prospective lower tier participant is providing the certifications set out herein.
- 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
- 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the <u>GSA Excluded Parties List System</u>
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- ▼ By checking this box, the applicant hereby certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor/grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor/grantee shall complete and submit <a href="ISBE 85-37">ISBE 85-37</a>"Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- ▼ 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 on 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 these Certifications 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, information and belief, 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 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 Illinois 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 Illinois 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 Illinois 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 the Illinois State Board of Education 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. The Illinois State Board of Education 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 Illinois 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 Illinois 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 Illinois 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 Illinois 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 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.

- 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 Illinois State Board of Education.
- 16. The Illinois 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 Illinois State Board of Education, provide the Illinois 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 Illinois State Board of Education until such time as a final Grant Agreement is entered into between the applicant and the Illinois State Board of Education. Prior to the execution of a final Grant Agreement, the Illinois 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 Illinois State Board of Education, unless otherwise agreed in writing by the Illinois 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 Illinois 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 Illinois State Board of Education, the award recipient will have ten (10) calendar days in which to cure the default to the satisfaction of the Illinois State Board of Education. If the default is not cured to the satisfaction of the Illinois 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 Illinois 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 Illinois 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 Illinois 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 Illinois 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 CERTIFICATIONS 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 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 Illinois 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 Illinois 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 Illinois 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 Illinois State Board of Education'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:
  - a) Obtain fully executed Certifications and Assurances, and Standard Terms of the Grant forms from each entity or individual participating in the grant and return the forms to the Illinois State Board of Education prior to award of the grant;
  - b) Maintain separate accounts and ledgers for the project;
  - c) Provide a proper accounting of all revenue from the Illinois State Board of Education 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 the Illinois State Board of Education 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 the Illinois State Board of Education 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 the Illinois State Board of Education; 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 Access Center (NIMAC) electronic files containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard (NIMAS), 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.

Ver 2.10.2014

GEPA 442 Assurances Instructions

**y** 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.

"LEA" means the local educational agency.

"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.

"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.

"PROGRAM" means any applicable program under which Federal funds are made available to the applicant.

"PROJECT" means the activities to be performed for which grant funds are being sought by the applicant.

#### **PROJECT**

- 2. The LEA will administer each Program in accordance with all applicable statutes, regulations, program plans, and applications;
- 3. The control of funds provided to the LEA under each Program and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
- 4. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each Program. The LEA's administration and expenditure of Program funds shall be in accordance with all applicable requirements of the Education Department General Administrative Regulations (EDGAR), the cost principles contained in 2 CFR 225 (OMB Circular A-87), OMB Circular A-102, and OMB Circular A-133;
- 5. The LEA will make reports to ISBE and to the Secretary as may reasonably be necessary to enable ISBE and the Secretary to perform their duties and meet federal reporting requirements, and the LEA will maintain such records, including the records required under Section 1232f of Title 20-Education, and provide access to those recrods, as ISBE or the Secretary deem necessary to perform their duties;
- 6. The LEA will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each Program;
- 7. An application, evaluation, periodic program plan or report relating to each Program will be made readily available to parents and other members of the general public;
- 8. In the case of any Program project involving construction: (A) the project will comply with State requirements for the construction of school facilities; and (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under Section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities:
- 9. The LEA has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each Program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- 10. None of the funds expended under any applicable Program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or an affiliate of such an organization.

**Assurances** Instructions

GRANT AGREEMENT: The submissions made to the Illinois State Board of Education by the applicant and the terms and conditions described in each tab of this application shall constitute the grant agreement between the applicant and the Illinois State Board of Education for the use of the funds described in the Budget Detail tab. This grant agreement shall be deemed to be entered into when the application has been approved by the Illinois State Board of Education. This grant agreement constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to the award of the grant funds. The person submitting this application on behalf of the applicant certifies and assures the Illinois State Board of Education that he or she has been duly authorized to file this application for and on behalf of the applicant, is the authorized representative of the applicant in connection with this grant agreement, and that he or she is authorized to execute these Certifications and Assurances, and Standard Terms of the Grant on behalf of the applicant. Further, the person submitting this application on behalf of the applicant certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge, information and belief, 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. This grant agreement may not be amended or modified except as by receiving approval for an amendment through the IWAS application process. By hitting Submit on the Submit page, this grant agreement shall be deemed to be executed on behalf of the applicant.

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. (v3.26.14)

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

- Assurances for School Improvement Grant (1003g)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Certification Regarding Lobbying
- Certifications and Assurances, and Standard Terms of the Grant
- GEPA 442 Assurances

Fred Clarke

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

Agreed to on this Date: 09/21/2015 RCDT when agreed to: 50-082-1890-22