HOUSE JOINT RESOLUTION 24

WHEREAS, In the 2005-2006 school year, over 322,000 children with disabilities were served in special education programs across Illinois; and

WHEREAS, The number of children in special education programs has risen 5.4% in the last 5 years, and special education accounts for approximately 23% of all State education spending; and

WHEREAS, The federal government has established a goal of reimbursing 40% of the costs of special education incurred by school districts, but it currently provides only 18% of costs nationally and only 14% in Illinois; and

WHEREAS, Illinois has failed for decades to update reimbursement rates for special education costs, with the last reimbursement rate set in 1973 for special education orphanage tuition, in 1985 for special education personnel, in 1978 for special education private tuition, in 1976 for special education summer school, and in 1965 for special education transportation; and

WHEREAS, Illinois has continued to prorate special education mandated categoricals at less than 100%, with the

APPENDIX A

FY07 budget prorating these mandated categoricals at 97%; and

WHEREAS, Even if Illinois fully funded mandated categoricals at 100%, this would still only represent partial funding, as the reimbursement rates are severely outdated; and

WHEREAS, Illinois school districts currently spend an estimated $1 billion from their own general education funds to meet the unreimbursed costs of special education services that are mandated by federal and State laws and administrative rules; and

WHEREAS, Special education continues to represent a growing financial burden on school districts as the need for services increases while State and federal funding fails to increase along with that need; therefore, be it

RESOLVED, BY THE HOUSE OF REPRESENTATIVES OF THE NINETY-FIFTH GENERAL ASSEMBLY OF THE STATE OF ILLINOIS, THE SENATE CONCURRING HEREIN, that a task force shall be created to study current special education funding needs and to make recommendations as to how the State can increase special education funding and ease the financial burden on school districts; and be it further

RESOLVED, That the task force shall consist of the State

Superintendent of Education (or his or her designee) plus 16 members appointed as follows: the House Majority Leader and the House Minority Leader shall each appoint one representative, the Senate President and the Senate Minority Leader shall each appoint one senator, and these 4 leaders shall each appoint 3 public members representing the interests of special education administrators and services, school districts, non-public special education facilities, and disability advocates; and be it further

RESOLVED, That the task force shall be facilitated by the State Board of Education; and be it further

RESOLVED, That the task force shall report its findings and recommendations to the Governor and the General Assembly by August 1, 2008; and be it further

RESOLVED, That a suitable copy of this resolution be transmitted to the State Superintendent of Education.

HOUSE JOINT RESOLUTION

WHEREAS, During the 95th General Assembly, House Joint Resolution 24 created a task force to study current special education funding needs and to make recommendations as to how the State can increase special education funding and ease the financial burden on school districts; and

WHEREAS, The task force was to report its findings and recommendations to the Governor and the General Assembly by August 1, 2008; and

WHEREAS, The task force needs additional time to complete its work; therefore, be it

RESOLVED, BY THE HOUSE OF REPRESENTATIVES OF THE NINETY-SIXTH GENERAL ASSEMBLY OF THE STATE OF ILLINOIS, THE SENATE CONCURRING HEREIN, that the task force created by House Joint Resolution 24 of the 95th General Assembly shall submit its report by August 1, 2009; and be it further

RESOLVED, That with this reporting extension, the task force shall continue to operate pursuant to House Joint Resolution 24 of the 95th General Assembly, including appointments; and be it further

RESOLVED, That a suitable copy of this resolution be delivered to the State Superintendent of Education.

INTERGOVERNMENTAL AGREEMENT

Between

Illinois State Board of Education, for its Special Education Services Division,

And

The Sangamon County Regional Office of Education (Contractor)

This Contractual Agreement (this "Agreement") is entered into by and between the Illinois State Board of Education (the "ISBE") and the Sangamon County Regional Office of Education ("Contractor") (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the intergovernmental cooperation provisions of the Constitution of the State of Illinois. In view of the mutual covenants herein contained, the Parties agree as follows:

1. **Performance of Services.** The Contractor shall perform the services described in Exhibit A attached hereto and such other services as ISBE may request from time to time (collectively, the "Services"). The Contractor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards. The Contractor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel shall be considered, as a result of this Agreement or any of the Services provided hereunder, to be agents or employees of ISBE.

2. **Term and Termination.** This Agreement shall become effective February 23, 2009 and shall, subject to any earlier termination as provided herein, terminate on August 15, 2009 (the "Term").

3. **Payment, Expenses and Billing.**
a) Fees. For the due, proper and complete performance of the Services performed in accordance with this Agreement, ISBE shall pay the Contractor a maximum amount (inclusive of any out-of-pocket costs and travel expense incurred by Contractor in connection with the Services) not to exceed $89,904.
b) Billings. During the term, the Contractor shall submit billings in accordance with Exhibit B. Billings shall be submitted to ISBE's contact person at the address listed in Paragraph 21 (a). The Contractor must submit any and all claims for the period from the effective date through and including June 30, 2009 by July 15, 2009 and any and all claims for the period from July 1, 2009 through the end of the Term by August 31, 2009, and any sums owing to Contractor for Services performed or costs incurred not so claimed by Contractor shall not thereafter be claimable. If ISBE, in good faith, deems any

APPENDIX B

deliverable or any Services required of the Contractor to not meet the requirements of this Agreement, it may withhold payment billed by the Contractor until such insufficiency is corrected to ISBE's satisfaction.

c) Total Compensation. The Contractor agrees that the amounts set forth in this Paragraph 3 represent the total amount of compensation to which the Contractor is entitled for the Services and any of the Contractor's other undertakings in this Agreement.

d) Final Payment. Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement.

4. Subcontractor.

a. Designation of Subcontractors.

As of the effective date of this Agreement, the following subcontracts are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Anticipated Amount
Dr. Thomas Parrish Managing Resource Scientist American Institute for Research (AIR) 1070 Arastradero Road, Suite 200 Palo Alto, CA 94304	$89,904

If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Contractor will obtain ISBE's prior written approval and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:

- name(s) and address(es) of subcontractor(s);
- need and purpose for subcontracting;
- measurable and time-specific services to be provided;
- associated costs, i.e., amounts to be paid under subcontracts;
- Federal Employer Tax Identification Number for each subcontractor.

b. Subcontractor Requirements. By appropriate written agreement, the Contactor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through, or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs, or expenses resulting from such acts or omissions.

Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments. Each subcontract agreement for a portion of the Services shall contain a provision specifically identifying ISBE as a third party beneficiary of such subcontract.

5. **Reporting**. The Contractor will provide a listing of the Services completed as an accompaniment to the invoice sent to ISBE for payment, together with such other supporting documentation as ISBE may reasonably request.

6. **Rights to Work Product**.

a) Definitions.

"Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation and the like) and other data, materials and products created by the Contractor on behalf of ISBE and in furtherance of the Services.

"Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.

"Generic Components" means the software/programming tools developed generally by the Contractor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder, and (b) can be used completely free of the Custom Work Product Content and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

b) Ownership of Custom Work Product. ISBE shall own all rights, title and interest to any Custom Work Product. The Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Custom Work Product, including all related intellectual property rights.

c) License to Embedded Software. Except as otherwise specifically set forth in the Proposal, (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded Software, and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose. Any use of embedded software must have the prior written approval of ISBE.

d) Ownership of Generic Components. ISBE shall own all rights, title and interest to any

Generic Components to the Custom Work Product. The Contractor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Generic Components, including all related intellectual property rights.

7. Confidential Information.

a) Acknowledgement of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c) Student Records. The Contractor will comply with the relevant requirements of 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.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

8. Correction of Deficient Services. Prior to the expiration of the Term, the Contractor shall, at its earliest opportunity and its sole cost and expense, correct any

Services which are defective or deficient or otherwise contain or reflect errors or omissions.

9. **Default and Termination**.

a) Termination for Convenience. ISBE may terminate this Agreement upon thirty (30) days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore. ISBE shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, and may, at its election, procure such work as may be necessary to complete the Services from other contractors.

b) Contractor Default. The occurrence of any one or more of the following matters constitutes a default by the Contractor under this Agreement (a "Contractor Default"):

1. The Contractor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;
2. Contractor makes a general assignment for the benefits of its creditors;
3. The Contractor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor's property;
4. Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor's property;
5. The breach of any representation, certification or warranty made by the Contractor herein or Contractor's failure to comply with any other provision of this Agreement; or
6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE's prior written consent.

Upon the occurrence of a Contractor Default ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor's right to perform Services under this Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor upon demand.

10. **Indemnification**. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISBE, the State of Illinois, and their respective

agents, officers and employees from and against any and 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 Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.

11. **Key Persons**. The Parties agree that the availability and performance of Services by Dr. Thomas Parrish is key to satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project officer except as follows:

a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE: (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.

b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.

12. **Non-availability of Funding**. Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.

13. **Record-keeping**. The Contractor shall maintain books and records relating to performance of the Agreement as necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during

normal business hours. The Contractor shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

14. **Compliance with Laws**. The Contractor shall comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.

15. **Cumulative Rights**.. Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

16. **No Waiver**. No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

17. **Assignment**. The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

19. **Website Incorporation**. ISBE expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound

by it in a written agreement that has been manually signed by an authorized representative of ISBE.

20. **Stevens Amendment**. The Contractor acknowledges it is subject to the terms and provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for the Services. Contractor will ensure that all announcements and other materials publicizing the Services include statements as to the amount and proportion of federal funding involved.

21. **GENERAL PROVISIONS.**

a) Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by mailed or delivered to the following addresses:

Illinois State Board of Education
Attention: Beth Hanselman
Assistant Superintendent
Special Education Services
100 N. First Street
Springfield, IL 62777

Sangamon County Regional Office of Education
Attention: Hon. Helen Tolan
Sangamon County Complex
200 S. Ninth Street, Rm.303
Springfield, IL 62701

b) Amendment. This Agreement may only be amended in writing signed by both Parties.
c) Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the Agreement is to include items and services necessary for the proper execution and completion of the Services by the Contractor.
d) Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the following order of precedence shall govern in the event of any conflict or inconsistency among the documents constituting this Agreement:

1. This Agreement, excluding the Exhibits;
2. Exhibits A and C.
3. Exhibit.B.

e) Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. f) Time is of the Essence. Time is of the essence of this Agreement.
g) Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
h) Certifications and Assurances. The Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this Agreement the same as though they were incorporated and included herein. The Contractor represents

and warrants that all of the certifications and assurances set forth in Exhibit C attached hereto are and shall remain true and correct.

i) Solicitation and Employment. Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.

j) Background Check: The State may conduct or may require Contractor to conduct criminal and driver history background checks of Contractor's officers, employees or agents. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.

k) Anti-Trust Assignment: If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Contractor shall assign to the State all right, title and interest in and to the claim or cause of action.

l) Exhibits. The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A – SCOPE OF SERVICES
EXHIBIT B – PAYMENT SCHEDULE
EXHIBIT C - CONTRACTOR CERTIFICATIONS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Illinois State Board of Education

Christopher A Koch by
Robert Wolfe 2/23/09
State Superintendent of Education Date
or Designee
CHRISTOPHER A. KOCH by
ROBERT WOLFE, DIVISION ADMIN.
FISCAL & PROCUREMENT SERVICES
Approval:

Ralph Sullivan 2/23/09
Fiscal Date

Marilee Weeks 2/23/09
Legal Date

Sangamon County Regional
Office of Education

Helen Tolan 2/20/09
Authorized Signature Date

HELEN TOLAN

Title: SUPERINTENDNET

EXHIBIT A
Scope of Services

Sangamon County Regional Office of Education (ROE 51) to provide staff support for House Joint Resolution 24 (HJR 24) Special Education Funding Task Force per Intergovernmental Agreement with the Illinois State Board of Education.

ROE 51 agrees that it will provide consultant support for the work of the Special Education Task Force created by HJR 24 pursuant to the following schedule of deliverables:

Deliverable:	**Timeline:**
Facilitate 6 Task Force meetings (Anticipated February, March, April, May, June and July 2009)	Monthly
Provide technical assistance to the Task Force as requested by Task Force, based on expertise and research on special education finance.	As Needed
Conduct research as required by Task Force	As Needed
Prepare and submit minutes for each Task Force Month meetings	Monthly
Prepare final report as outline by HJR 24	Due July 31, 2009

EXHIBIT B
Payment Schedule

Monthly Invoice Date (the last day of the month):

February	$14,984
March	$14,984
April	$14,984
May	$14,984
June	$14,984
July	$14,984
Term Total:	$89,904

EXHIBIT C
Contractor Certifications and Assurances

Standard Certification

Contractor hereby understands and agrees to the following terms, which shall form part of Contractor's agreement with the Illinois State Board of Education ("ISBE"):

1. **Legal Ability to Contract**

Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

a) Contractor is not barred from entering into this contract by Section 33E-3 or 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.

b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.

c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).

d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

e) Contractor, if an individual, will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4).

f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).

g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.

h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).

i) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

j) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).

k) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

l) Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.

m) Contractor certifies in accordance with Public Act 93-0575 (30 ILCS 500/50-14) that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.

n) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State Contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a state Contract (30 ILCS 500/50-25).

o) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

p) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

q) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

r) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

s) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State

under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

t) The contractor certifies in accordance with (30 ILSCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).

u) Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."

v) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).

w) Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007).

x) Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

y) All information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act.

2. Equal Employment Opportunity (required by 44 Ill. Adm. Code 750.10)

In the event of Contractor's noncompliance with the provisions of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or rule. During the performance of this contract, Contractor agrees as follows:

a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.

f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.

g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contact obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3. **State Board of Elections**

Section 20-160 (b) of the Illinois Procurement Bulletin (30 ILCS 500) states "Every bid submitted to and every contract executed by the State on or after the effective date of this amendatory Act of the 95th General Assembly shall contain (1) a certification by the bidder or contractor that either (i) the bidder or contractor is not required to register as a business entity with the State Board of Elections pursuant to this Section or (ii) the bidder or contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration and (2) a statement that the contract is voidable under Section 50-60 for the bidder's or contractor's failure to comply with this Section." ..... This Act was effective 01-01-2009.

Please check the appropriate box below:

[x] ***The contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).***

(or)

[ ] ***The contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).***

Helen Ivan
Signature of Contractor

Helen Ivan
Name of Contractor

Reg. Supt.
Title

2/20/09
Date

Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13) necessitates identification of any person who may be subject to the conflict of interest prohibition shown below. If any such person is identified, we will determine whether we can grant an exception to the prohibition and allow any award to stand. Show this conflict of interest information immediately following the statutory language.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the vendor.

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois ($106,447.20), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor ($354,824, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(1) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.

(3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Healthcare and Family Services, the Department of Public Health, or the Department of Aging.

(g) Penalty. A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than $1,000 nor more than $5,000.

CHECK ONE:

✓ No Conflict of Interest.

_____ Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

Part II – Disclosure of Financial Interest in the Vendor

Ownership Disclosure (30 ILCS 500/50-35)
List the name, address, dollar or proportionate share of ownership, and instrument of ownership or beneficial relationship of each person from your business having any ownership or distributive income share that is in excess of 5% or $106,447.20, whichever is less. (If your business is a publicly traded entity subject to federal 10K reporting, you may submit a copy of your 10K disclosure instead of completing this part of the disclosure.)

Privately held Corporations with more than 400 Shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code. Vendor may skip Part II of this form but must complete Part I Disclosure of Conflict of Interest Form.

Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

Do any of the persons listed above fall into any of the following categories? Yes ___ No ___

(1) State employment, currently or in the previous three (3) years, including contractual employment of services.

(2) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.

(3) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three (3) years.

(4) Relationship to anyone (spouse, father, mother, son or daughter) holding elective office currently or in the previous two (2) years.

(5) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three (3) years.

(6) Relationship to anyone (spouse, father, mother, son or daughter) holding appointive office currently or in the previous two (2) years.

(7) Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.

(8) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a registered lobbyist in the previous two (2) years.

(9) Compensated employment, currently or in the previous three (3) years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

(10) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

If the answer is yes, provide a complete explanation. (Attach extra sheets if necessary.)

_____

(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed) Helen Tolan Title Reg. Supt.

Signature _____ Date 2/20/09

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-106) If you employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed proposal for one **prior** to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): SANGAMON COUNTY REGIONAL OFFICE OF EDUCATION

☐ *(check if applicable)*: The number is not required as the company has employed fourteen (14) or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number: 105180-00
or, if number has not yet been issued, date completed proposal for the number was submitted to DHR: _____

NOTICE: Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.

Proposal forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at **www.sell2.illinois.gov**.
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

Name of Company: SANGAMON COUNTY REGIONAL OFFICE OF EDUCATION

By: HELEN TOLAN, SUPERINTENDENT

Date: 02/20/2009

ILLINOIS STATE BOARD OF EDUCATION

DRUG-FREE WORKPLACE CERTIFICATION

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

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

The contractor/grantee 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 n later than five (5) days after such conviction.

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

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

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

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

(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 a 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-Fr Workplace Act.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this certification on behalf o the designated organization.

SANGAMON COUNTY REGIONAL OFFICE OF EDUCATION	HELEN TOLAN, SUPERINTENDENT
Name of Contractor	*Printed Name and Title of Contractor's Authorized Representative*
2/20/09	Helen Tolan
Date	*Signature of Authorized Representative*

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Act for Minorities, Females, and Persons with Disabilities (BEP) [30 ILCS 575] establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

_____

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes," check each that applies:

Category:
Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

If "Yes," please identify by checking the applicable blanks which agency certified the business and in what category:

Certifying Agency:	**Category:**	
Department of Central Management Services	Minority	_____
Women's Business Development Center	Female	_____
Chicago Minority Business Development Council	Person with Disability	_____
Illinois Department of Transportation	Disadvantaged	_____
Other (please identify)		_____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Cost Proposal, and the names of the BEP certified vendors you plan to use.

Disclosure of Business Operations with Government of Iran
30 ILCS 500/50-36

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and :

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure.

1. ☐ There are no business operations that must be disclosed to comply with the above cited law.

2. ☐ The following business operations are disclosed to comply with the above cited law

ILLINOIS STATE BOARD OF EDUCATION
Fiscal & Procurement Services
100 North First Street, W-380
Springfield, Illinois 62777-0001

VENDOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
LEGAL STATUS DISCLOSURE CERTIFICATION AND CONTRACT ADDENDUM

NAME (As shown on your income tax return)
SANGAMON COUNTY REGIONAL OFFICE OF EDUCATION

BUSINESS NAME (If different from above)

Check appropriate box

- [ ] Individual/Sole Proprietor
- [X] Governmental
- [ ] Estate or Trust
- [ ] Tax Exempt
- [ ] Partnership/Legal Corporation
- [ ] Corporation
- [ ] Nonresident Alien
- [ ] Other
- [ ] Corporation Providing or Billing Medical and/or Health Care Services
- [ ] Limited Liability (D=disregarded entity, C=corporation, P-partnership

ADDRESS (Number, Street, and Apt. or Suite Number)	CITY	STATE	ZIP CODE
200 SOUTH 9TH ST., ROOM 303	SPRINGFIELD	IL	62701

Part I – Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).

Social Security Number/Employer ID No.
37-1204097

Part II – Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.).
b) VENDOR is not in default on an education loan (5 ILCS 385/3).
c) VENDOR has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made with out the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
f) If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 year have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500-50-10.5).
g) VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting State agency may declare the contract void if this certification is false (30 ILCS 500/50-11) or if VENDOR or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30ILCS 500/50-60).
h) VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500-12) and acknowledges that failure to comply can result in the contract being declared voice.
i) VENDOR certifies, in accordance with Public Act 93-0575 (30 ILCS 500/50-12), that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
j) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
k) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
l) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45,/50-50).
m) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of $5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
n) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed $10,000 (30-ILCS 582).
o) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any Sate or of the United States ((720 ILCS 5/33E-3, 5/33E-4)).
p) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
q) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
r) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
s) VENDOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).

TELEPHONE NUMBER (Include Area Code)	NAME (Please Print: First, Middle, Last)	TITLE
217-753-6620	HELEN TOLAN	SUPERINTENDENT

02/20/2009
Date

Helen Tolan
Signature

ILLINOIS STATE BOARD OF EDUCATION

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

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

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

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

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

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

SANGAMON COUNTY REGIONAL OFFICE OF EDUCATION — SPECIAL ED SERVCIES

Organization Name — *PR/Award Number or Project Name*

HELEN TOLAN, SUPERINTENDENT

Name and Title of Authorized Representative

Helen Tolan — 2/20/09

Signature — *Date*

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to 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 "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

my09531

Amendment Number One
To an Intergovernmental Agreement

Between
The Illinois State Board of Education ("ISBE"), for its Special Education Services Division

AND
The Sangamon County Regional Office of Education (Contractor)

THIS AMENDMENT NUMBER ONE TO AN INTERGOVERNMENATAL AGREEMENT (this "Amendment") is entered into by and between ISBE and the Contractor (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and the intergovernmental cooperation provisions of the Constitution of the State of Illinois.

In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated February 23, 2008 (the "Agreement") pursuant to which the Contractor would provide certain support to enable ISBE to meet its obligations as the state agency designated under House Joint Resolution 24 (HJR 24) Special Education Task Force;

WHEREAS, the Parties wish to amend the Agreement as set forth herein for the purpose of extending the end date from August 15, 2009 to November 16, 2009 and for the purpose of adjusting the payment schedule; and

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

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Paragraph 21 (b) of the Agreement, the Parties hereby amend the Agreement as follows:

   - Paragraph 2 of the Agreement shall be amended insofar as that the contract term is extended from August 15, 2009, to November 16, 2009 (unless terminated earlier pursuant to the terms of the Agreement).

   - Paragraph 3 (b) 2 of the Agreement is amended only insofar as that a final claim must be submitted by November 30, 2009. This claim shall be in lieu of any other claim Contractor might submit during November 2009. Said November claim shall be for Services performed July 1, 2009 through November 16, 2009 and not previously claimed and any sums owing to Contractor for Services performed or costs incurred not claimed by Contractor in November 2008 shall not thereafter be claimable.

- Exhibit A shall be amended insofar as to provide the final report as outlined by HJR 24 shall be due November 1, 2009 instead of July 31, 2009.

- Exhibit B shall be amended insofar as to provide the invoice date of July 31, 2009 shall be changed to November 16, 2009.

2. Except as otherwise specifically set forth in this Amendment, all other terms and provision of the Agreement shall remain the same and continue in full force and effect. The Parties agree upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Illinois State Board of Education

Christopher A Koch
Robert Wolfe 8/6/09

State Superintendent of Education or Designee — Date

CHRISTOPHER A. KOCH by ROBERT WOLFE
D.A., FISCAL & PROCUREMENT SERVICES

Approved

8/6/09

Fiscal — Date

Marilue Watts 8.6.09

Legal — Date

Sangamon County Regional Office of Education

8/5/2009

Authorized Signature — Date

Helen Tolan

Name (printed)

Title: Regional Superintendent

my09531

Amendment Number Two
To an Intergovernmental Agreement

Between
The Illinois State Board of Education ("ISBE"), for its Special Education Services Division

AND
The Sangamon County Regional Office of Education (Contractor)

THIS AMENDMENT NUMBER ONE TO AN INTERGOVERNMENATAL AGREEMENT (this "Amendment") is entered into by and between ISBE and the Contractor (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and the intergovernmental cooperation provisions of the Constitution of the State of Illinois.

In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated February 23, 2008 (the "Agreement") pursuant to which the Contractor would provide certain support to enable ISBE to meet its obligations as the state agency designated under House Joint Resolution 24 (HJR 24) Special Education Task Force;

WHEREAS, the Parties amended the Agreement effective August 6,2009 for the purpose of extending the end date from August 15, 2009 to November 16, 2009 and for the purpose of adjusting the payment schedule (the Agreement, as amended by the foregoing amendment, is hereafter referred to as the "Agreement");

WHEREAS, the Parties wish to amend the Agreement as set forth herein for the purpose of extending the end date from November 16, 2009 to February 15, 2010 and for the purpose of adjusting the payment schedule; and

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

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Paragraph 21 (b) of the Agreement, the Parties hereby amend the Agreement as follows:

   - Paragraph 2 of the Agreement shall be amended insofar as that the contract term is extended from November 16, 2009, to February 15, 2010 (unless terminated earlier pursuant to the terms of the Agreement).

   - Paragraph 3 (b) 2 of the Agreement is amended only insofar as that a final claim must be submitted by February 26, 2010. This claim shall be in lieu of any other

claim Contractor might submit during February 2010. Said February claim shall be for Services performed July 1, 2009 through February 15, 2010 and not previously claimed and any sums owing to Contractor for Services performed or costs incurred not claimed by Contractor in February 2009 shall not thereafter be claimable.

- Exhibit A shall be amended insofar as to provide the final report as outlined by HJR 24 shall be due February 15, 2010 instead of November 16, 2009.

- Exhibit B shall be amended insofar as to provide the invoice date of November 15, 2009 shall be changed to February 15, 2010.

2. Except as otherwise specifically set forth in this Amendment, all other terms and provision of the Agreement shall remain the same and continue in full force and effect. The Parties agree upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Illinois State Board of Education

Christopher A Koch
by Robert Wolfe 11/16/09

State Superintendent of Education or Designee — Date

CHRISTOPHER A. KOCH by ROBERT WOLFE
D.A., FISCAL & PROCUREMENT SERVICES

Approved:

11/16/09

Fiscal — Date

11/16/09

Legal — Date

Sangamon County Regional Office of Education

11-16-09

~~Helen Folan~~ — Date
~~Regional Superintendent~~
JEFF VOSE, ASSISTANT REGIONAL SUPT.

CAK by
PW 11-16-09

MY09531

Amendment Number Three
To an Intergovernmental Agreement

Between
The Illinois State Board of Education ("ISBE"), for its Special Education Services Division

AND
The Sangamon County Regional Office of Education (Contractor)

THIS AMENDMENT NUMBER THREE TO AN INTERGOVERNMENTAL AGREEMENT (this "Amendment") is entered into by and between ISBE and the Contractor (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and the intergovernmental cooperation provisions of the Constitution of the State of Illinois.

In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated February 23, 2008 (the "Agreement") pursuant to which the Contractor would provide certain support to enable ISBE to meet its obligations as the state agency designated under House Joint Resolution 24 (HJR 24) Special Education Task Force;

WHEREAS, the Parties amended the Agreement effective August 6, 2009 for the purpose of extending the end date from August 15, 2009 to November 16, 2009 and for the purpose of adjusting the payment schedule;

WHEREAS, the Parties subsequently amended the Agreement effective November 16, 2009 to extend the end date from November 16, 2009 to February 15, 2010 (the Contractual Agreement, as amended by the foregoing amendments, is hereafter referred to as the "Agreement");

WHEREAS, the Parties wish to amend the Agreement as set forth herein for the purpose of extending the end date from February 15, 2010 to June 30, 2010, for the purpose of increasing the amount payable under the Agreement by $62,000, for the purpose of adjusting the payment schedule as well as final invoice date and for the purpose of clarifying the Scope of Work; and

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

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Paragraph 21 (b) of the Agreement, the Parties hereby amend the Agreement as follows:

    - Paragraph 2 of the Agreement shall be amended insofar as that the contract term is extended from February 15, 2010, to June 30, 2010 (unless terminated earlier pursuant to the terms of the Agreement).

- Paragraph (3)(a) of the Agreement is amended only insofar as the maximum amount payable under the Agreement shall increase by $62,000 for a total maximum of $151,904 payable under this Agreement up to and including June 30, 2010 (with a maximum of $74,920 payable from the effective date of the Agreement through June 30, 2009 and a maximum of $76,984 payable for the Term from July 1, 2009 through June 30, 2010).
- Paragraph 3 (b) 2 of the Agreement is amended only insofar as that a final claim must be submitted by July 15, 2010. This claim shall be in lieu of any other claim Contractor might submit for June 2010. Said July claim shall be for Services performed July 1, 2009 through June 30, 2010 and not previously claimed and any sums owing to Contractor for Services performed or costs incurred not claimed as provided herein shall not thereafter be claimable.
- Exhibit A shall be amended insofar as to provide the final report as outlined by HJR 24 shall be due no later than June 15, 2010 instead of February 15, 2010. Additional services to be provided by the Contractor shall include attending up to ~~six~~ four meetings as requested, providing continued analysis services and report revisions, and completion of a final product production of a final product.
- Exhibit B shall be amended insofar as to provide that upon completion of the work contemplated herein but no later than June 30, 2010, the Contactor shall provide an invoice for payment for services rendered which in no event shall exceed $62,000.

CAK by Pw

2. Except as otherwise specifically set forth in this Amendment, all other terms and provision of the Agreement shall remain the same and continue in full force and effect. The Parties agree upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Illinois State Board of Education

Christopher A Koch by Pat Wolfe 3/2/10

State Superintendent of Education or Designee — Date

Approved:

Fiscal — Date 3/1/10

Legal — Date 3.1.10

Sangamon County Regional Office of Education

Authorized Signature — Date 2/26/10

Helen Tolan

Name (printed)

Title: Reg. Supt

(ii) With the exception of those payments to BOCES or other Wyoming school districts that have been pre-approved by local boards of trustees, payment for services shall be made only after the services have been provided.

(iii) School districts offering special education programs and services through a case-management arrangement utilizing individuals other than district staff shall develop a personal-services contract setting out and describing those case-management services provided by the case manager.

(iv) Each contract for out-of-district or out-of-state placement shall be written for only one child.

(v) Contracted services shall only be provided by appropriately certified, licensed, or registered providers.

(vi) All providers shall adhere to all Department and State Board rules and regulations.

(vii) All contracts for services shall be subject to review by the Department.

(g) Each local district shall develop, implement, and enforce a reasonable policy setting forth the conditions, limitations, and allowable frequency of travel by parents to visit their child with disabilities when the child has been placed in a specialized setting away from their home in accordance with the child's IEP.