

May 2010

**TO:** Eligible Applicants

**FROM:** Monique M. Chism, Ph.D.  
Division Administrator, Innovation and Improvement

**SUBJECT:** REQUEST FOR APPLICATION: Entities Seeking Illinois State Board of Education Approved Lead/Support Partner Status

## General Information

**Purpose of Application:** The Illinois State Board of Education (ISBE) is accepting applications from entities seeking approved lead and/or support partner status. Approved lead/support partner status provides entities with the authorization from ISBE that is necessary to contract directly with LEA's and provide school improvement services to a district or school that has successfully competed for a School Improvement Grant pursuant to Title I, Section 1003(g) of the No Child Left Behind Act of 2001 (NCLB).

Each applicant should understand that obtaining approved lead/support partner status does not guarantee that it will receive a contract from a school district.

Each applicant should understand that approved lead/support partner status is valid for one year, after which the entity may reapply when ISBE reissues the Request for Sealed Proposals for lead and/or support partners.

Additionally, applicants should be aware that the structure and requirements of having approved partner status are based in part on the Notice of Proposed Requirements issued by the United States Department of Education (USDE) for Section 1003(g) School Improvement grants and that these requirements may change in the final guidance that USDE issues. All requirements described in this application are subject to change based upon the final requirements for the School Improvement Grant program and the final plan for the administration of Illinois' School Improvement Grant (SIG) funds approved by USDE.

**Eligible Applicants:** Applicants eligible to apply are those entities: Postsecondary institutions, community organizations, not-for-profit, or for-profit entities are eligible to apply provided they have a demonstrated record of success in supporting academically underperforming school districts and can otherwise demonstrate the qualifications required by this application and who are not currently approved by ISBE to be a lead and/or support partner for SIG 1003(g) awarded schools (see <http://www.isbe.net/apl/default.htm> for Approved Partner List), **AND**

that have been requested, in writing, by a SIG 1003(g) eligible district(s) to offer services and programs designed to assist with school improvement efforts (copy of request from district must be submitted with this application).

**Fiscal Information:** A separate Request for Proposals (RFP) process will be used to award school districts with Section 1003(g) School Improvement grants. Please see the proposed federal regulations for further details about the use of Section 1003(g) funds. [http://www.isbe.net/sos/htmls/sip\\_1003.htm](http://www.isbe.net/sos/htmls/sip_1003.htm). Each school district will negotiate with its proposed approved partner to determine the final amount to be paid for the services and supports provided, subject to approval by ISBE as part of the Section 1003(g) funding approval process.

**Contract Period:** School districts entering into contracts with approved providers will negotiate for a one year term with option to renew if they continue to stay on the Approved Partner List once they participate in the RFSP process.

**Submission Requirements:** Applications must be submitted in six parts: a narrative description of the proposed work; cost application; CD's; Standard Certifications and acknowledgement of addenda (if any are posted to the website); and one redacted version hardcopy which includes the narrative and cost. The applicant must submit at least two (2) hard copies each of the narrative and cost applications; one copy of the Standard Certification and Assurances form required under Part III of the Application Format; one redacted version of the application; and a CD of the narrative application and a CD of the cost application, one (1) of each in Microsoft Word format (tables, charts, timetables and schedules of activities may be in Microsoft Excel format) and one (1) in PDF format. Each package of the application must be clearly labeled with the application title and the applicant's name.

Applicants shall clearly identify any information on the redacted version that is exempt from the disclosure requirement of the Illinois Freedom of Information Act (5 ILCS 140). You must clearly mark "REDACTED VERSION" on top of the application. This redacted version may be released by ISBE. If ISBE receives a challenge for the release or disclosure of the information that has been redacted, then ISBE will notify the applicant of such challenge and it will be the applicant's obligation to defend the non-disclosure of the redacted information at its sole cost and expense. Failure of the applicant's defense for such non-disclosure will result in the release of such information. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of an application.

**Opening of Applications:** Applications will be reviewed as they are received. After applicants receive approved partner status, their approved applications will be shared with the school districts that are considering their services. No entity desiring to use SIG 1003(g) funds, may enter into an agreement with a district before receiving approved partner status from ISBE.

**Contact Person:** For more information on this application, contact Marci Johnson, Division Supervisor, Innovation and Improvement Division at 217-524-4832 or [marjohns@isbe.net](mailto:marjohns@isbe.net) (e-mail).

**Disclaimer:** This application does not commit ISBE to award a contract or to pay any costs incurred in the preparation of applications. ISBE reserves the right to accept or reject any or all applications received as a result of this application.

## Background

School Improvement Grants, as authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (ESEA) and under section 1003(g) of the American Recovery and Reinvestment Act of 2009 (ARRA), are made available from ED to state education agencies (SEAs) to provide subgrants to local education agencies (LEAs) for use in Title I schools and Title I eligible secondary schools identified for improvement, corrective action, or restructuring. In awarding such grants, ISBE will give priority consideration to those LEAs that demonstrate the greatest need for school improvement funds and the strongest commitment to use the funds to provide adequate resources in order to raise substantially the achievement of their students so as to enable the schools to make adequate yearly progress and exit improvement status. Under the final requirements, as amended by the interim final requirements published in the [Federal Register](#) in January 2010, school improvement funds are to be focused on Tier I and Tier II schools as defined in the *Eligible Applicants* section of this RFA.

In May 2010, the Illinois State Board of Education released the competitive RFP for SIG 1003(g). LEAs that are awarded SIG 1003(g) funds will be required to work with a lead partner to implement selected intervention models. The State Superintendent has selected, through the procurement process, a number of organizations with demonstrated records of success in supporting academically underperforming schools. In effect, these selected organizations are referred to as *Lead* and *Support Partners*, and are pre-qualified to subcontract and work with LEAs and schools receiving SIG 1003(g).

Lead and Support Partners are directly available to LEAs and must be accessed through contractual services executed between the school district and the chosen partner. In some instances, ISBE may contract with approved partners and broker services directly to LEAs.

LEAs are encouraged to partner with an organization listed on the Illinois Approved Partner List found at <http://www.isbe.net/apl/default.htm>. For those LEAs, however, desiring to use a partner not included on the Illinois Approved Partner List, pre-approval must be obtained from ISBE. The LEA must submit a request for approval to ISBE prior to the execution of a subcontract funded with SIG 1003(g) funds and must describe how the LEA recruited, screened, and selected the provider. Additionally, the proposed partner must submit this application to ISBE in which they are asked to detail their experiences and record of success in supporting academically underperforming schools.

Under the final requirements, as amended by the interim final requirements published in the [Federal Register](#) in January 2010, the LEA must utilize one of four approved school intervention models identified below. Further explanation and details about each model are provided in the above mentioned Federal Register.

1. Turnaround Model
2. Restart Model
3. School Closure
4. Transformation Model

LEAs and partners are expected to share accountability for the success of selected intervention models in substantially raising student achievement and enabling participating schools to make AYP and exit improvement status. To that end, it is expected that LEAs maintain the authority to terminate subcontracts with partners when identified benchmarks are not being achieved, and specified outcomes are not accomplished. All Lead and Support Partners must implement their services in accordance with their approved applications and any changes must receive prior written approval from ISBE and follow the districts School Improvement Grant 1003(g) approved application.

# Scope of the Work

## Lead and Support Partners

### 1. Selection and Role of Lead Partner

Lead partner must have a demonstrated record of successful and effective work with underperforming schools. In general, the lead partner's duties will include:

- working with ISBE, the district and school, to perform a needs assessment of the district and school;
- coordinating with all involved stakeholders on the development of an intervention plan and its implementation; and
- implementing a coherent, whole school intervention model in partnership with the district.

The lead partner must carefully analyze a school's current programs to ensure coherence and a match between improvement priorities and budgeting. Based on the results of the needs assessment, the lead partner will implement the coherent, whole school plan that integrates the academic and other services of the school district and other entities working with the school. Operational support for the proposed school will be provided by the school district (e.g., special education and bilingual education services, transportation, food service, accounting, payroll, procurement, and office services) but the lead partner applicant should propose any nonoperational support that it deems necessary.

Districts will have flexibility in selecting a specific intervention model, as identified in the proposed federal regulations, to be implemented in coordination with a lead partner. However, the intervention model must be comprehensive and address all of the "Transformation Criteria" identified in Appendix A. Districts will be required to coordinate with lead partners to ensure appropriate and adequate autonomy over staff and leadership hiring, curriculum and instruction, scheduling, and budget in order to address each of the "Transformation Criteria". In many instances, these autonomies will require the negotiation and creation of waivers or memoranda of understanding (MOUs) providing flexibility from a collective bargaining agreement. The specific autonomies provided to each lead partner must be agreed to by the district and described in the detailed plan for the Approved Partner List developed by the lead partner and the district prior to receiving full funding from ISBE School Improvement Grant 1003(g) funds for implementation of the intervention model. District contracts with providers may not exceed one year, may be renewed if the partner reapplies and is granted approved partner status through the RFSP process to be on the Illinois Approved Partner List and must permit termination if specified outcomes are not being achieved.

Each district's plan for implementation of School Improvement Grant 1003(g), as well as contracts between the district and partner, must ensure shared accountability for the success of the intervention model between the district and the partner.

The lead partner must develop meaningful partnerships with parents, the business community, community organizations, state and local officials, and other stakeholders in formulating and implementing the plan. All participants will be required to use ISBE's parental involvement analysis tool, available at ISBE's website at <http://www.isbe.net/grants/html/parent.htm>.

## 2. Selection and Role of Support Partner

Support partner will help implement the district wide School Improvement Grant 1003(g) strategies, as well as help support the work of lead partner in selected schools. Support partner will assist participating districts to develop district wide human capital strategies to increase the effectiveness of their teacher and principal workforce. In addition to the human capital strategies, some districts also may need to engage in a broader range of capacity-building activities, such as improving district data use, board member training, or assistance and training on effective budgeting and fiscal management. The work of support partner will be focused in the following areas.

- Human Capital  
Implement one or more of the possible Illinois Approved Partner human capital strategies described in Appendix B, including negotiations of necessary flexibility from a collective bargaining agreement to support implementation.
- District Capacity Building
  - Build capacity within the school board to oversee and implement Illinois Approved Partner activities; and/or
  - Build the capacity of district superintendents, assistant superintendents, human resource directors, and/or fiscal officers to oversee and implement Illinois Approved Partner activities.

Support partner also will be expected to participate in the school and district needs assessment process administered by ISBE and lead partner, paying particular attention to the school's and district's needs regarding human capital and/or district capacity.

## 3. Data Collection and Outcomes-Based Measurements

Lead and Support Partners will be required to participate in data collection, evaluation, and reporting activities specified by ISBE. In addition, over the coming months, ISBE will establish an outcomes-based measurement model and metrics for evaluating success by schools, districts, and partners. The outcomes-based measurement model will ensure that every intervention plan defines realistic outcomes that will be achieved as the result of an intervention incorporating the "Transformation Criteria" (see Appendix A).

Lead and Support Partners will help participating schools develop a local measurement model that must address, but is not limited to:

- objective student achievement goals (at a minimum, results on the ISAT, PSAE and/or the Illinois Alternate Assessment (IAA) for all students and disaggregated for each student group, and the number of students enrolled in advanced coursework);
- school climate and culture;
- teacher and principal effectiveness; and
- building capacity for sustained improvement beyond the implementation period of the intervention.

In addition, the plan for each school must propose intermediate outcomes (12 to 24 month timeframes), measurable indicators, and design of how the lead partner, district, and stakeholders will:

- train school stakeholders on outcomes-based measurement approaches,
- use results to evaluate the implementation of the intervention model, and
- make necessary improvements and adjustments throughout the course of the intervention.

At the school level, districts and lead partners will share accountability for achieving the specified outcomes. ISBE will require accountability for the Lead and Support Partners to be incorporated into all district contracts. ISBE will work collaboratively with its participating school districts, and Lead and Support Partners to establish a fair but rigorous outcomes-based measurement approach for the commencement of intervention planning activities in participating districts.

## **Application Format**

Each application must be submitted, including all three (3) parts, in a sealed package in the formats outlined below. Please use the following as a checklist in assembling your completed application. The completed application should be assembled in the order indicated below.

### **Application Specifications**

Proposals must be prepared and submitted according to the following specifications:

- Pages must be 8.5" x 11" with print on one side only and 1" margins at the top, bottom, and both sides of the page;
- Text in the application narratives must be typed and double spaced;
- Font must be 11-points or larger;
- Pages must be consecutively numbered;
- Page headers that identify the applicant (i.e., Region-County-District-Type Code, district name, and school name as appropriate) on the application narratives and appendices must be included; and
- Applications with spiral binding or submitted in binders will not be accepted.

**Part I: Narrative Description.** Applicant must provide all information requested in the narrative description and must address all points. Applicants that are proposing to serve as both a Lead and Support Partner should submit a separate and complete Narrative Description for each category that includes all the components listed below.

**\_\_\_1. Cover Page:** Must be signed by the official authorized to submit the application.

Each cover page must contain the name, address, telephone and fax numbers, and e-mail address of applicant; the name, telephone and fax numbers, and e-mail address of contact person; and the Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

Also include the following information:

- Whether the application is for lead partner or support partner; and
- **Lead Partner Applicants Only:** The grade spans that the applicant will serve (i.e., elementary, middle or high school).

In addition, a business or organization that is a division or subsidiary of another organization must provide the following:

- the name and address of the parent company;
- the name of chief executive officer;
- the parent company's website address;

- type and description of business;
- length of time the parent company has been in business;
- its annual sales for most recently completed fiscal year (July 1 through June 30), if applicable;
- the number of full-time employees; and
- the parent company's FEIN.

\_\_\_ **2. Executive Summary:** Identify whether the application is for consideration of a lead partner or support partner. Provide a copy of the superintendent signed district request to contract with applicant. Indicate which school the applicant will serve, what will be accomplished, and how the applicant will proceed. Include a brief overview of the following key elements of the application, addressing:

- Service Area/Capacity Limitations;
- Lead Partner Application (if applicable);
- Support Partner Application (if applicable);
- Demonstrated Record of Effectiveness;
- Fiscal and Management Capacity.

\_\_\_ **3. Work Plan:** Respond to the applicable requirements. The requirements for the lead partner work plan are contained in Appendix C. The requirements for support partner work plan are in Appendix D.

\_\_\_ **4. Demonstrated Record of Effectiveness:** Provide a comprehensive description of each of the following, providing evidence of the applicant's past success in meeting the requirements of the application under conditions comparable to those likely to be encountered in the district(s) where the applicant may work:

- a. The track record of the strategies proposed in the lead partner application or support partner application, the research basis for the strategies proposed and how these strategies are designed to assist school districts with their school improvement efforts;
- b. Specific examples of the applicant's effectiveness in academic improvement in underperforming schools, reinforced by data; and
- c. Specific examples of applicant's successes in establishing partnerships within the community and how those partnerships assisted school improvement efforts.

The applicant must also provide the names and contact information for five references in schools and/or districts in which the applicant has operated in a similar capacity. These references must include administrators in at least three districts with whom ISBE staff can speak.

Applicants proposing to serve as **lead partner** should complete the Existing Performance Data worksheet attached as Appendix E or provide similar data in a format that permits an analysis of the applicant's record of effectiveness.

\_\_\_ **5. Fiscal and Management Capabilities:** Provide evidence of sufficient fiscal and management capacity to undertake all activities described in the lead partner application and/or support partner application, as applicable. The description must address each of the following:

- a. A description of the contractor's organization.
- b. The specific legal entity that will undertake the services described in the lead partner application and/or support partner application.

- c. The qualifications of staff who will manage implementation of the activities described in the lead partner application and/or support partner application, as applicable. Include resumes.
- d. Evidence that the applicant has adequate financial, organizational, and technical resources to administer implementation of the proposed program in the districts indicated in the application. This evidence must include (but need not be limited to):
  - A description of the applicant's plan for developing organizational capacity to implement the activities specified in its lead partner application and/or support partner application in all potential districts;
  - Completed federal tax returns (or the equivalent for nonprofit entities) for the two most recent years;
  - Either an audit report or audited financial statements completed within two years prior to submission of the application;
  - Evidence of sufficient financial capacity to operate for up to six months prior to receiving payment from the contracting school district;
- e. The auditing process that will be used by the applicant, and the frequency at which it will occur; and
- f. Proof of legal authority to conduct business in Illinois.

\_\_\_ **6. Contracts with ISBE:** The application must include a list of all contracts (including contract numbers) that the contractor has had with the State Board of Education during the past five years (do not include contracts with public entities such as ROEs, schools, etc.).

**Part II: Cost Application.** Applicants that are proposing to serve as both a lead and support partner should complete a separate cost application for each category.

\_\_\_ **1. Cover Page:** Each cover page must contain the name, address, telephone and fax numbers, and e-mail address of applicant; the name and telephone number of contact person; and the Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s), and for ROEs and ISCs, the region-county-district code. Also indicate whether the cost application is for lead partner or support partner.

\_\_\_ **2. Budget:** Describe the expenditures for each year in the contract period (FY 2011 through FY 2013), displaying each deliverable separately. Applicants who are proposing to serve as both a lead and support partner should complete a separate budget for each. In proposing the budget, applicants for lead partner should assume the receipt of School Improvement Section 1003(g) funds for the following:

The budget format used must provide the following information. The proposed budget must take into account pricing based on projected enrollment at the elementary, middle and high school grade levels, and fluctuations in enrollment that may occur during the term of the contract.

- **Personnel costs:** Itemize the following for each category of personnel involved (management, professional, technical, and support):
  - estimated days of service,
  - rate per day, and
  - total cost per category and for all personnel.
- **Supplies and materials:** Itemize.
- **Travel:** Separate travel and per diem. Estimate the number of trips.
- **Production Costs:** Itemize.



- **Subcontracting information, if applicable:** If subcontracting is proposed, then the following information is required:
  - 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.
- **In-kind or other funding:** Also detail any in-kind contributions and/or funding proposed from sources other than ISBE and the school district.
- **Other Costs:** Specify.
- **Total Costs.**

**Indirect costs are not allowed.**

**Part III: Certification and Assurances:** Each applicant is required to submit the following forms, which are attached to the Application. These must be signed by the official authorized to submit the application and to bind the applicant to its contents, as applicable. Attachments 1-11 are required in the event that ISBE contracts directly with the lead or support partner.

- Standard Certifications (Attachment 1)
- Disclosure of Conflict of Interest (Attachment 2)
- Department of Human Rights Public Contract Number (Attachment 3)
- Drug-Free Workplace (Attachment 4)
- Business Enterprise Program (Attachment 5)
- Disclosure of Business Operations with Government of Iran (Attachment 6)
- Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 7)
- Certification Regarding Debarment (Attachment 8)
- Certification Regarding Lobbying (Attachment 9) (include if applicant is requesting \$100,000 or more)
- Assurances (Attachment 10)
- ARRA Assurances (Attachment 11)
- State Board of Elections Official Certificate (if applicable)

## **Criteria for Review and Approval of Applications**

Each narrative description of all applications received will be evaluated, the criteria for review for each part are listed below.

A review committee comprised of ISBE staff will review all applications submitted pursuant to this application. The process used by ISBE to evaluate the responses to this application will include an evaluation, the Narrative Description, and Cost Application included within each application. The review committee may ask for additional information or clarification from applicants.

Each application will be reviewed upon submission for completeness. Incomplete applications will not be reviewed.

### **Part I: Criteria for Narrative Description**

Both the initial review and the State Superintendent's/designee's final determination about pre-qualification (both full and restricted) will be based upon the following criteria:

1. The applicant proposes well-defined, comprehensive services, strategies, and plans meeting the requirements and expectations set forth in this application.
2. The application demonstrates that the applicant and the strategies proposed by the applicant have a record of success in meeting the objectives described in this application under comparable conditions to those likely to be encountered in the districts where the applicant proposes to work.
3. The application demonstrates that the applicant has carefully vetted all providers and programs incorporated into its application, obtained reasonable assurance of their efficacy, and only targeted program elements that further the objectives of the lead partner and/or support partner application.
4. The application demonstrates that the applicant has sufficient fiscal and management capacity to undertake all activities described in the lead partner application and/or support partner application, as applicable.

## **Appendix A**

### **Transformation Criteria**

#### **1. School culture and climate.**

- A. Establish a safe, orderly environment that is free from threat of physical harm and conducive to teaching, learning, and school wide programs and policies to help maintain this environment.
- B. Create a climate of high expectations for success.
- C. Clearly articulate the school's mission so that staff shares an understanding of and commitment to the instructional goals, priorities, assessment procedures, and accountability.
- D. Provide ongoing mechanisms for family and community engagement. Ensure that parents understand and support the school's basic mission and are given the opportunity to play an important role in helping the school to achieve this mission.
- E. Provide wrap-around services for low-income students so educators can focus on teaching and learning while ensuring students' social, emotional, and physical needs are met.

#### **2. Develop teacher and school leader effectiveness.**

- A. Designate a principal or other school-level leader who will act as an instructional leader. Depending on the intervention model, the school-level leader may be a principal designated by the district, a leader working under the direction of a lead partner, or a person hired by the lead partner.  
The model must either:
  - Replace the principal if he or she began their service prior to the 2007-2008 school year; or
  - Use a fair and consistent method to evaluate the effectiveness of the existing principal and determine whether the principal can serve as the instructional leader for the intervention.
- B. Over the course of the intervention, the school must make a transition to a distributed leadership model with a highly capable leadership team working to build a cohesive, professional teaching culture. The plan for a distributed leadership team must include the school-level leader and teachers with augmented school roles.
- C. In coordination with the lead partner, the district and school-level leader must use evaluations that are based in significant measure on student growth:
  - to improve teachers' and school leaders' performance;
  - identify and reward effective performance; and
  - identify and address ineffective performance.
- D. Provide relevant, ongoing, high-quality job-embedded professional development.
- E. Implement strategies designed to recruit, place, and retain high-quality staff, including intensive induction and mentoring support for teachers.

#### **3. Comprehensive instructional reform strategies.**

- A. Use data to identify and implement comprehensive, research-based, instructional programs that are vertically aligned from one grade to the next as well as aligned with the Illinois Learning Standards. The instructional programs must include:
  - development and use of frequent formative assessments permitting rapid-time analysis, feedback, and targeted instruction;
  - other data-driven instructional systems and strategies.

- B. Differentiate instruction to meet students' needs, including personalized academic and non-academic support services.
- C. Integrate all programs that have an impact on instruction:
  - Identify all state, district, and school-level instructional and professional development programs;
  - Determine whether each program will be eliminated or integrated with the intervention model; and
  - Ensure all remaining and new programs directly align with the objectives and structure of the intervention model.

**4. Extend learning time.**

- A. Provide more time for students to learn core academic content by:
  - expanding the school day, the school week, or the school year;
  - increasing instructional time for core academic subjects during the school day; and
  - allocating a significant amount of classroom time to instruction in the essential skills.
- B. Provide more time for teachers to collaborate.
- C. Provide more time for enrichment activities for students.

**5. Provide operating flexibility.**

Give the school sufficient operating flexibility to implement fully a comprehensive approach to substantially improve student achievement outcomes. In particular, the school-level leader must have:

- A. Authority to select and assign staff to the school;
- B. Authority to control school calendar and scheduling; and
- C. Control over financial resources necessary to implement the intervention model.

## **Appendix B**

### **Illinois Approved Partner List: Human Capital Strategies**

1. Reform district recruitment and hiring policies to support the work of the School Improvement 1003(g).
2. Establish placement policies that support School Improvement 1003(g) schools:
  - Prioritize interview and hiring decisions for School Improvement 1003(g) schools,
  - Prohibit forced placements into School Improvement 1003(g) schools.
3. Establish incentives for administrators and teachers to work in School Improvement 1003(g) schools, and work with Lead and Support Partners to bring top talent to these schools.
4. Establish compensation systems in School Improvement 1003(g) schools that provide performance-based incentives (either individual or collective), particularly if state or federal resources are available to support such programs.
5. Establish an intensive induction and mentoring program for School Improvement 1003(g) teachers and administrators.
6. Establish meaningful performance evaluation and development systems that fairly and accurately differentiate teachers based in part on student achievement, and train administrators and other evaluators in its use.
7. Establish meaningful principal and other school administrator evaluation systems that incorporate considerations of school climate and are based, in part, on student achievement.
8. Establish one or more residency sites within the district where teachers and administrators can participate in an intensive residency program preparing them to serve in School Improvement 1003(g) schools.
  - ISBE may work with the districts and Lead and Support Partners to establish a statewide program to attract the "best of the best" from traditional undergraduate, alternative programs, and the existing educator workforce to work in low-performing schools.
  - Eventually, these residency sites will help provide a pipeline of educators to support both existing and new School Improvement 1003(g) schools.

## Appendix C

### Work Plan Requirements: Lead Partner

Each applicant for lead partner must respond to each of the following in the order presented below.

1. Needs Assessment

Describe the process to be used to carefully analyze a school's current programs to ensure coherence and a match between improvement priorities and budgeting. Propose a framework for undertaking this needs assessment, particularly at the school level, to include the information to be collected and the persons to be involved (including parents and the community).

2. Community Involvement and Engagement

Describe with as much specificity as possible how the applicant intends to effectuate meaningful partnerships with parents and the community in which the school is located, including any formal partnerships with locally based organizations. Also describe the extent to which community involvement and engagement will precede the implementation of the intervention model, and how community stakeholders will be integrated into the planning process. Describe any current partnerships and how they will be used in the proposed school improvement efforts.

Indicate how the applicant plans to integrate parents, the business community, community organizations, state and local officials, and other stakeholders into the services offered by the lead partner. Discuss how parents, guardians, and family members will be engaged to establish and support a culture of high expectations, with a description of specific tactics and strategies.

Describe system wide strategies to be employed to listen and communicate with parents and the community about expectations for student learning and goals for improvement.

3. Intervention Plan

Indicate the grade level grouping proposed to be addressed by the intervention model – elementary, middle, or high school. As appropriate, describe how the intervention plan will differ by grade level.

List and address each of the “Transformation Criteria” in the order set forth in Appendix A, providing specific and comprehensive detail about how the applicant intends to address each criterion. If the applicant's intervention model does not address all of the “Transformation Criteria”, then describe how the applicant intends to work with the school district or another organization to effectively address the criterion or criteria missing from the applicant's model in a manner integrated with the applicant's services.

When addressing the “Transformation Criteria”, the Intervention Plan must include information on the following.

*a. Educational Program:*

Provide a detailed description of the proposed curriculum and assessment program, which must address all of the comprehensive instructional reform strategies contained in Appendix A; define clear expectations for student learning (i.e., essential knowledge and skills); be reflective of best practices; and include:

- i. How the program will serve the needs of all enrolled students, including students with disabilities, English language learners (ELL), and homeless students, and include detail for:
  - how the program will provide students with disabilities a free, appropriate public education in the least restrictive environment;
  - how the program will meet the needs of students in at-risk situations, including but not limited to low achievement, poverty, behavioral issues, truancy, drugs, pregnancy, and emotional issues; and
  - how the proposed program will identify and meet the needs of ELL students, including curriculum and instructional program/practices to accommodate this group;
- ii. The school calendar (number of days) and school day (hours of instruction) necessary to support the proposed educational program;
- iii. How the curriculum will be designed to challenge and meet the needs of each student, reflect a commitment to equity and demonstrate an appreciation of diversity;
- iv. How the applicant will coordinate and ensure ready access to instructional technology, information and media services, and materials necessary for effective instruction;
- v. The specific tactics and activities that will support attainment of a school culture and climate conducive to high expectations and student learning, including school wide student discipline policies integral to the program; and
- vi. How the program will address student transitions throughout the P-20 spectrum. For elementary schools, this effort must include a focus on establishing early learning programs for underserved areas and populations. Discuss how intervention models in elementary schools will be integrated with high school interventions, and vice versa. For high schools, discuss the partnerships to be formed with community college districts and colleges and universities to address barriers to postsecondary access.

*b. Leadership, Staffing, and Professional Development:*

- i. Describe the qualifications for the leadership team.
  - For models including Lead Partner selection of the principal, the application must:
    - Describe the responsibilities, qualifications, and level of experience required for principal candidates;
    - Describe the applicant's plans for recruiting, hiring, and developing leaders (i.e., principals, other administrators, teachers) for all schools in which the intervention model will be implemented; and
    - Describe the applicant's plan for determining and measuring the effectiveness of the principal and other members of the leadership team.
  - For models that do not include lead partner selection of the principal, the application must describe how the lead partner will work with the district and, as applicable, other organizations to:
    - If applicable, use a fair and consistent method to determine the effectiveness of the existing principal and whether the principal can serve as the instructional leader for the intervention; and
    - If a new principal will be hired, identify and hire a proposed principal candidate for each school at the earliest possible stage in the process.
- ii. If applicable, describe the fair and consistent method that will be used by the leadership team to evaluate staff members' ability to effectively participate in the intervention model, and ensure that staff members make a concerted choice to work at the school. For models that do not include lead partner evaluation of staff, the application must describe how the lead partner will work with the district and, as applicable, other organizations to conduct such an evaluation.

- iii. Describe how the leadership team will collaborate with the faculty to set academic goals, develop and implement the curriculum, assess progress in meeting goals, and hold each other accountable for meeting such goals.
- iv. Describe the staffing model for the program, including all academic and non-academic personnel, and the number and types of positions, and discuss the process to be used to assign staff based on the needs identified and the qualifications staff possess.
- v. Provide a comprehensive, school-level organizational chart showing lines of authority among school leadership staff (i.e., principal and other key leaders) and staff member and faculty.
- vi. Detail plans to offer performance-based incentives to attract, retain, and reward staff who are directly tied to the program's mission, student achievement, performance indicators, and growth.
- vii. Describe how the weekly and annual work schedule for teachers will provide adequate time for intensive professional development and regular, frequent faculty meetings to discuss individual student progress and school wide efforts. Provide a three-year outline of the professional development to be offered and the process to assess the training needs of staff on an ongoing basis.
- viii. Provide a tentative calendar/schedule that illustrates the allocation of time for professional development. Include the process that will be used to design, evaluate and improve professional development offered and ensure participation by all faculty and staff, as applicable.

Provide a detailed description of all subcontractors and partnership organizations that the lead partner will use in the implementation of its program and the process used for their selection. Provide evidence that the applicant has carefully vetted the providers and programs, obtained reasonable assurance of their efficacy, and only targeted program elements that further the objectives of the Intervention Plan.

#### 4. Building Capacity for Sustained Improvement

Describe how the lead partner intends to phase out the need for its services, so that full management of the school can be returned to the school district after a five-year period with adequate capacity to sustain the improvements and growth made over the course of the intervention.

#### 5. Outcomes-Based Measurement Plan

Define the realistic and aggressive outcomes that will be achieved at the end of a three-year period as the result of an intervention incorporating the "Transformation Criteria" (see Appendix A). Describe the measurable indicators of progress that will be used against those outcomes, which must address, but are not limited to:

- objective student achievement goals (at a minimum, results on the ISAT, PSAT and/or IAA for all students and disaggregated for each subgroup and number of students enrolled in advanced coursework);
- school climate and culture;
- teacher and principal effectiveness; and
- building capacity for sustained improvement beyond the implementation period of the intervention.

Also propose intermediate outcomes (6 to 24-month timeframes), measurable indicators, and design of how the lead partner, district, and stakeholders will:



- a. train school stakeholders on outcomes-based measurement approaches;
- b. use results to evaluate the implementation of the intervention model; and
- c. make necessary improvements and adjustments throughout the course of the intervention.

Discuss how the applicant will implement an outcomes-based measurement plan and what resources are in place or will be in place to support this work.

## Appendix D

### Work Plan Requirements: Support Partner

Each applicant for support partner must respond to each of the following in the order presented below. *support partner applications that do not primarily address the following human capital and district capacity building areas will not be considered:*

- Human Capital  
Implement one or more of the possible Illinois Approved Partner human capital strategies described in Appendix B, including negotiations of necessary flexibility from a collective bargaining agreement to support implementation.
- District Capacity Building
  - Build capacity within the school board to oversee and implement School Improvement 1003(g) activities; and/or
  - Build the capacity of district superintendents, assistant superintendents, human resource directors, and/or fiscal officers to oversee and implement School Improvement 1003(g) activities.

#### 1. Needs Assessment

Describe a framework for undertaking a needs assessment at the district level, focusing on the human capital and/or district capacity building areas addressed by the applicant's proposed services.

#### 2. Community Involvement and Engagement

Describe with as much specificity as possible how the applicant intends to effectuate meaningful partnerships within the community, including any formal partnerships with locally based organizations. If any partnerships are currently in place, then describe how those will be used in the school improvement efforts. Applications should indicate how the applicant plans to integrate parents, the business community, community organizations, state and local officials, and other stakeholders into the services offered by the support partner.

#### 3. Services Plan

Include a comprehensive description of how the applicant intends to address one or more of the human capital or district capacity building activities described above. Provide specific examples of the applicant's past effectiveness in addressing one or more of the activities proposed, reinforced by data, as applicable.

Provide a detailed description of all subcontractors and partnership organizations that the support partner will use in the implementation of its program and the process used for their selection. Provide evidence that the applicant has carefully vetted the providers and programs, obtained reasonable assurance of their efficacy, and only targeted program elements that further the objectives of the support partner application.

Describe any assumptions used for student enrollment at elementary, middle and high schools grade levels and how increases or decreases in the number of students enrolled will affect the proposed services to be provided.

4. Building Capacity for Sustained Improvement

Describe how the support partner intends to phase out the need for services over a five-year period, so that services provided by the partner can be eventually managed by the school district with adequate capacity to sustain the improvements and growth resulting from the support partner's efforts. If the applicant's application does not include a full phase-out of services in five years, then identify any specific services that will continue after a five-year period. Note: state and/or federal funding beyond FY 2012 is contingent upon available funding, achievement of specified outcomes, and efforts to phase-out the need for state and federal funding.

5. Outcomes-Based Measurement Plan

Include a five-year outcomes-based measurement plan, covering the planning period plus four years of intervention implementation. Define the realistic outcomes (i.e., those that the proposed work will accomplish at the end of the five-year period) and include measurable indicators of progress against those outcomes. The outcomes must address, but are not limited to:

- human capital and/or district capacity objectives appropriate to the nature of the proposed services; and
- building capacity for sustained improvement beyond the implementation period of the services.

Propose the intermediate outcomes (6 to 24-month timeframes), measurable indicators, and design of how the support partner and stakeholders will use results to evaluate the implementation of the services and make necessary improvements and adjustments throughout the course of implementation. Discuss how the applicant will implement an outcomes-based measurement plan and what resources are in place or will be in place to support this work.

**Appendix E**  
**Existing Performance Data Worksheet**

Data Requested		School #1			School #2			School #3		
School Year		SY07	SY08	SY09	SY07	SY08	SY09	SY07	SY08	SY09
Summary										
School Name:										
School District/Location: <sup>1</sup>										
Year Opened:										
Current Grades Served:										
Current Enrollment:										
School Model (Public/Charter/Other):										
School Type (New Start/Turnaround):										
Current Status (Academic Early Warning Status (AES), Academic Watch Status (AWS), Restructuring):										
Demographic & Socio-Economic										
School	% Students Eligible for Free/Reduced Lunch:									
	% Students Limited English Proficient:									
	% Students with Disabilities:									
District Average	% Students Eligible for Free/Reduced Lunch:									
	% Students Limited English Proficient:									
	% Students with Disabilities:									
State Assessments										
Assessment Name (Reading, Math):										
School	% Students Scoring "Meets" or above – Reading:									
	% Students Scoring "Meets" or above – Math:									
	% Students Scoring "Meets" or above – Composite:									
District Average	% Students Scoring "Meets" or above – Reading:									
	% Students Scoring "Meets" or above – Math:									
	% Students Scoring "Meets" or above – Composite:									

<sup>1</sup> If the school is located in Illinois, please provide the district name and number. If the school is located outside of Illinois, please provide the city, state, and district name.

Subgroup Averages	White									
	Black									
	Hispanic									
	Asian/Pacific Islander									
	Native American									
	Multiracial/Ethnic									
	LEP									
	Students with Disabilities									
	Economically Disadvantaged									
<b>Local Assessments</b>										
Assessment Name (Reading, Math):										
Assessment Data Type (PR or NCE): <sup>2</sup>										
School	Score – Reading:									
	Score – Math:									
District Average	Score – Reading:									
	Score – Math:									
Subgroup Averages	White									
	Black									
	Hispanic									
	Asian/Pacific Islander									
	Native American									
	Multiracial/Ethnic									
	LEP									
	Students with Disabilities									
	Economically Disadvantaged									
<b>Other Performance Measures</b>										
School	Student Attendance Rates:									
	Student Graduation Rates:									
	Student College Attendance Rates:									
	Teacher Retention Rates:									
District Average	Student Attendance Rates:									
	Student Graduation Rates:									
	Student College Attendance Rates:									
	Teacher Retention Rates:									

<sup>1</sup> If the school is located in Illinois, please provide the district name and number. If the school is located outside of Illinois, please provide the city, state, and district name.

<sup>2</sup> PR = Percentile Rank; NCE = Normal Curve Equivalent.

<sup>2</sup> PR = Percentile Rank; NCE = Normal Curve Equivalent.

## Appendix F

### Contractual Terms and Provisions

The performance of the services and requirements described in the application shall be subject to the following contractual terms and provisions. Suggested exceptions to the contractual terms and provisions set forth below are allowed, as long as they do not affect the applicant's ability to perform the required services. However, such exceptions and modifications are discouraged. The State Board of Education is under no obligation to accept exceptions or modifications suggested by the applicant, and any exceptions or modifications will affect the State Board of Education's evaluation and may result in rejection. All terms to which the applicant does not suggest an exception or modification will be deemed by the State Board of Education as having been accepted by the applicant, and shall become a part of the contract between the State Board of Education and the selected applicant. The State Board of Education reserves the right to amend and supplement these terms and conditions in the contract between the State Board of Education and the selected applicant.

- 1. Definitions.** The following definitions shall apply to the contractual terms and provisions set forth below:

"Agreement" shall mean and refer to the contract entered into between ISBE and the Contractor for the performance of the services. The Agreement shall include, without limitation, the terms set forth in this Appendix to the application.

"Confidential Information" is defined in Section 7 below.

"Contractor" shall mean and refer to the contractor selected through this Application.

"Cost Application" shall mean and refer to the cost application approved by ISBE for inclusion in the Agreement, based upon the cost application submitted by the Contractor in accordance with the Application.

"Custom Work Product" is defined in Section 6 below.

"Embedded Software" is defined in Section 6 below.

"ISBE" shall mean and refer to the Illinois State Board of Education.

"Laws" is defined in Section 15 below.

"Parties" shall mean and refer to the Contractor and ISBE. "Party" shall mean and refer to either the Contractor or ISBE.

"Application" shall mean and refer to the application approved by ISBE for inclusion in the Agreement, based upon the application submitted by the Contractor in accordance with the Application.

"Services" shall mean and refer to the services and requirements to be performed by the Contractor in accordance with the Application.

"Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than December 1, 2009) through June 30, 2011, subject to earlier termination as provided in the Agreement.

2. **Performance of 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, and (iii) in accordance with any schedule of deliverables set forth in the Application. 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 or subcontractors shall be considered agents or employees of ISBE or the State.
3. **Post Performance Review.** 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. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.**
- a) Designation of Subcontractors. If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Application, 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 Contractor 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.** During the Term, the Contractor will provide quarterly progress reports, due to ISBE on the 1<sup>st</sup> of September, December, March, and June. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment, together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

**6. Rights to Work Product.**

a) Definitions.

1. "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.
2. "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.
3. "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 Application, (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) Acknowledgment 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 at its sole cost and expense, correct any Services which are defective or deficient or otherwise contain or reflect errors or omissions.

For one calendar year following the Term of this Agreement, a Custom Work Product created by the Contractor will function substantially in accordance with the representations and requirements set forth in this Request for Sealed Application. However, no warranty of the fitness of the product created shall apply if the ISBE or any third party makes any addition or modification to the Custom Work Product not contemplated by the Parties in connection with such Custom Work Product.

9. **Default and Termination.**

- a) Termination for Convenience: ISBE may terminate this Agreement upon 10 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.
- c) 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. Insurance (for non-government entities only).** The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:
- a) A broad form Commercial General Liability Insurance policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

- b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
- c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease.
- d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

Upon execution of this Agreement, the Contractor shall provide copies of certificates of insurance evidencing the coverage described in this Section. The policies specified above shall be placed with insurance companies reasonably acceptable to ISBE, shall name ISBE and its board members, officers and employees as additional insureds (excluding the Worker's Compensation Policy and Automobile Insurance Policy), and shall incorporate a provision requiring the giving of notice to ISBE at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise agreed to in writing by ISBE, the Contractor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Contractor hereunder.

- 12. Key Persons.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in the Application is key to the 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 manager 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.

- 13. 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.

14. **Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. 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, and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. 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 and its subcontractors 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.
15. **Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to 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.
16. **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.
17. **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.
18. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
19. **Stevens Amendment.** Successful applicants will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
20. **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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.

## Attachment 1

### 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, provider, 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 applicants, 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 ILCS 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 applicant 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 Applicants 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 contract 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 applicant or contractor that either (i) the applicant or contractor is not required to register as a business entity with the State Board of Elections pursuant to this Section or (ii) the applicant 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 applicant's or contractor's failure to comply with this Section." ..... This Act was effective 01-01-2009.

Please check the appropriate box below:

☐ ***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).***

If the business certifies that it has registered as a business entity with the State Board of Elections then the official certification must be included with in the "Certification" packet. If the registration certification is not submitted within five (5) working days of the bid opening, the agency shall reject the bid. After June 26, 2009 there will no longer be a five (5) day grace period and all registrations will be required to be submitted with the bid/application or the agency will reject the bid/application.

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Signature of Contractor

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Name of Contractor

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Title

---

Date

## Attachment 2

### 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, providership, 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, providership, 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) \_\_\_\_\_ Title \_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

### Attachment 3

## 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 application 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 application:

Name of Company (and DBA): \_\_\_\_\_

☐ (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: \_\_\_\_\_  
or, if number has not yet been  
issued, date completed application  
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.**

Application forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at [www.sell2.illinois.gov](http://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: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

The 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 no later than five (5) days after such conviction.
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug-Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

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

---

*Name of Contractor*

---

*Printed Name and Title of Contractor's Authorized Representative*

---

*Date*

---

*Signature of Authorized Representative*



**Typist: Press the "F11" key to jump to the next field**

**Attachment 5**

**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:**

Department of Central Management Services

Women's Business Development Center

Chicago Minority Business Development Council

Illinois Department of Transportation

Other (please identify)

**Category:**

Minority

\_\_\_\_\_

Female

\_\_\_\_\_

Person with Disability

\_\_\_\_\_

Disadvantaged

\_\_\_\_\_

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 Application, and the names of the BEP certified vendors you plan to use.

**Attachment 6**

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

*Each bid, offer, or application 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 applicant, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or application 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 application that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or application 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

Attachment 7

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

NAME (As shown on your income tax return)

BUSINESS NAME (If different from above)

Check appropriate box ☐ Individual/Sole Proprietor ☐ Governmental ☐ Estate or Trust ☐ Tax Exempt  
☐ Partnership/Legal Corporation ☐ Corporation ☐ Nonresident Alien ☐ Other  
☐ Limited Liability (D=disregarded entity, C=corporation, P=partnership)

ADDRESS (Number, Street, and Apt. or Suite Number)

CITY

STATE

ZIP CODE

**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.

**Part II – Certification.** Under penalties of perjury, I certify that:

- 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
- 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
- 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:

- 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.).
- VENDOR is not in default on an education loan (5 ILCS 385) or in violation of the "revolving Door" section of the Illinois procurement Code (30 ILCS 500/50-30).
- 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).
- 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 attempting to bribe (30 ILCS 500/5) nor has VENDOR been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or the United States (720 LCS 5/33E-3, 5/33E-4).
- 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).
- 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).
- 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).
- 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 void.
- VENDOR certifies, in accordance with 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.
- 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).
- 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).
- 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).
- Neither VENDOR nor any substantially owned affiliate is participating or shall anticipate 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).
- 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).
- 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).
- 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 (30 ILCS 583).
- VENDOR complied with the State Prohibition of Goods from Child Labor Act, and 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 (30 ILCS 584).
- 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.
- VENDOR certifies that it is not in violation of (30-ILCS 500/50-14.5) which 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."
- Vendor 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 vendors 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 \$25,0000. 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)).
- VENDOR 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), and 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
  - ☐ 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).

TELEPHONE NUMBER (Include Area Code)

NAME (Please Print: First, Middle, Last)

TITLE

Date

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.

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*Organization Name*

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*PR/Award Number or Project Name*

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*Name and Title of Authorized Representative*

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*Signature*

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*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.

**Certification Regarding Lobbying**

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The undersigned 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 undersigned, 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 undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned 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.

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.

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*Organization Name*

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*PR/Award (or Application) Number or Project Name*

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*Name and Title of Authorized Representative*

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*Signature*

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*Date*

## **Attachment 10**

### **ILLINOIS APPROVED PARTNER ASSURANCES**

To be eligible for pre-qualification, the applicant organization ("Contractor") must assure ISBE that all of the following are and shall remain true and correct:

#### **A. Programmatic Requirements**

- A1. The Contractor will successfully supply uninterrupted high-quality services for the term of the contract with the District (LEA) or ISBE, as applicable.
- A2. All instruction and content are secular, neutral and nonideological.
- A3. The Contractor agrees to promptly provide (if requested) additional information and clarification to ISBE and districts in which it wishes to serve; this information will become part of the approved contract.
- A4. The program/service design submitted herein, along with the information included in the section showing the evidence of effectiveness and the supporting research, is the program to be offered once approved by ISBE. If the program for instruction being implemented is not the same as that approved in the Contractor's application, ISBE reserves the right to remove the Contractor from the approved list of providers. The Contractor will immediately notify ISBE if any of the information or assurances contained in this application are no longer accurate, true and correct.
- A5. The Contractor understands that its status as a pre-qualified Lead or Supporting Partner is non-transferable.

#### **B. Reporting, Records and Confidentiality**

- B1. The Contractor agrees to provide auditable documentation of services provided to each district. The Contractor and any approved subcontractors will maintain books and records relating to the provision of Approved Partner services and necessary to support amounts charged to districts or ISBE for Approved Partner services. Books and records, including information stored in databases or other computer systems, will be maintained by the Contractor and any subcontractors for a period of five years after the date of final payment under the district's agreement. Books and records required to be maintained hereunder will be available for review or audit by representatives of ISBE during normal business hours, with or without notice from ISBE. The Contractor and its representatives will fully cooperate with any such review or audit.
- B2. The Contractor will grant representatives of ISBE full access to any site at which it offers Approved Partner services for purposes of observing and monitoring program activities.
- B3. The Contractor will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. (Also see item 7, "Contractual Terms and Provisions", Appendix F.)
- B4. All documents contained in or submitted with the Contractor's application shall become the exclusive property of the Illinois State Board of Education and may be distributed in any manner deemed necessary by the agency.

### **C. Staff**

- C1. Pursuant to 105 ILCS 5/10-21.9, evidence will be provided to the district that individuals providing services to children have successfully completed a criminal background check.
- C2. Pursuant to 105 ILCS 5/24-5, evidence will be provided to the district that individuals providing services to children are in good health and are free of communicable disease.
- C3. The Contractor will be responsible for payment of all payroll taxes and fees resulting from payment from school districts for services.

### **D. Organizational, Administrative and Legal Requirements**

- D1. The Contractor agrees to comply with all applicable health, safety and civil rights laws and will not discriminate against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation or unfavorable discharge from military service. In providing services to any student with a disability, will provide such services in accordance with the student's individualized education program under Section 614 of the IDEA or the student's individualized services under Section 504.
- D2. The Contractor is duly organized, validly existing and in good standing under the laws of the state of incorporation, and duly qualified to do business in Illinois.
- D3. The Contractor agrees that it is an independent entity separate from the State of Illinois and ISBE.
- D4. The Contractor will not consider pre-qualification as an ISBE endorsement or a guarantee of work, if selected as a Provider. The Contractor understands that ISBE does not guarantee payment by a district.
- D6. The Contractor understands that its organization may be removed from the list of pre-qualified Providers for any one or more of the following reasons:
  - Failure to engage in planning activities with districts in which the Lead or Supporting Partner has indicated it will serve, subject to any capacity limitations stated in the Provider's application;
  - Failure to engage in good faith negotiations with participating school districts over contractual arrangements;
  - For Lead Providers, failure to implement implementation of the selected intervention despite receiving the necessary autonomies from a school district;
  - Failure to implement services in accordance with a pre-qualified application; and/or
  - Significant or repeated failure to achieve progress based on the outcomes-based measurement plan applicable to the services.

A Lead or Supporting Partner may appeal its removal from the State-approved list by submitting an appeal to the State Board of Education specifying the basis upon which it believes its removal is not in accordance with the criteria set forth in this APPLICATION or other applicable law. The Partner shall submit to the State Board such additional information as the State Board or ISBE staff determines is necessary to decide the appeal.

The Partner may request an opportunity to make an oral presentation to staff of the State Board of Education designated by the State Superintendent of Education. Staff of the State Board of Education will schedule the presentation after giving no less than seven days' notice. Following the

presentation, staff of the State Board of Education shall submit findings and a recommendation to the State Board of Education for a final decision. A copy of the final decision shall be sent by certified mail to the applicant within 60 days after receipt of the appeal, receipt of any additional information requested by the State Board, whichever occurs last.

- D7. The Contractor agrees to the mandatory reporting requirements of the Abused and Neglected Child Reporting Act (ANCRA) and understands the penalties associated with failure to report.
- D8. The Contractor has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the program.
- D9. 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 your organization, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by your organization or its subcontractors to comply with any laws or regulations applicable to the performance of services; (iii) the breach of any representation or assurance provided by your organization in this application; or (iv) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret.

#### **E. American Recovery and Reinvestment Act of 2009 ("ARRA") Assurances**

- E1. The Contractor will not use ARRA funds for: (i) payment of maintenance costs; (ii) stadiums or other facilities used for athletic contests or exhibitions or other events for which admission is charged to the general public; (iii) purchase or upgrade of vehicles; (iv) improvement of stand-alone facilities whose purpose is not the education of children, including central office administration or operations or logistical support facilities; (v) any aquarium, zoo, golf course, or swimming pool; or (vi) the provision of financial assistance to students to attend private elementary or secondary schools, unless the funds are used to provide special education and related services to children with disabilities as authorized by the Individuals with Disabilities Education Act.
- E2. For any services involving ARRA funds, the Contractor will comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 (requiring the use of American iron, steel, and manufactured goods) and Section 1606 of the American Recovery and Reinvestment Act of 2009 (requiring compliance with federal prevailing wage requirements).
- E3. The Contractor will promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act (31 U.S.C. § 3729 - 3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

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**SIGNATURE**

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**I, THE UNDERSIGNED, CERTIFY** that all information requested by this application has been provided and that all facts, figures, and representations are true and correct. I further certify that I have full legal authority to submit this application on behalf of the organization identified herein.

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Type or Print Name of Designated Agent the Contractor

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Title of Designated Agent

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Date Signed

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Signature of Designated Agent

# 8791003\_v3