

**FY 2009 - NEW FUNDS
PRESCHOOL FOR ALL CHILDREN
Application Cover Page**

REGION, COUNTY, DISTRICT, TYPE CODE	COUNTY	DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CONTACT INFORMATION	NAME AND ADDRESS OF AUTHORIZED OFFICIAL (Include Street, City, State, Zip Code)	TITLE	
		TELEPHONE	FAX
		E-MAIL	
	NAME AND ADDRESS OF BUDGET PERSON (Include Street, City, State, Zip Code)	TITLE	
		TELEPHONE	FAX
		E-MAIL	
	NAME AND ADDRESS OF CONTACT PERSON (Include Street, City, State, Zip Code)	TITLE	
		TELEPHONE	FAX
		E-MAIL	

JOINT AWARD RECIPIENT - All joint recipients for funding must complete the joint application form. In addition, complete the following information for the designated administrative agent.

Number of districts in Joint Award: _____

PROPOSED PRESCHOOL FOR ALL CHILDREN PROGRAM INFORMATION

_____ Number of children to be served	_____ Number of half-day classes
\$ _____ Dollar amount of proposal	_____ Number of type 04 teachers
\$ _____ Cost per child (Dollar amount of proposal divided by number of children served.)	_____ Number of teacher aides
_____ Total number of preschool attendance days per year	_____ Number of parent coordinators (paid by Preschool funds)
Days of the week class is in session (Check all that apply)	_____ Curriculum
<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday	_____

PRIORITIZATION CATEGORIES—INDICATE WHICH OF THE FOLLOWING APPLY TO THE PROGRAM (Check one.)

- ☐ 1. serving primarily at-risk children (as defined on pages 3 and 4 of this RFP);
☐ 2. serving primarily children from families who meet income guidelines (as defined on pages 3 and 4 of this RFP);
☐ 3. other.

<input type="checkbox"/> Yes <input type="checkbox"/> No Head Start Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No Even Start Partnership
<input type="checkbox"/> Yes <input type="checkbox"/> No Child Care Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No Previous experience in grant administration

TYPE OF AGENCY (Check one.)

- | | |
|-------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> School District | <input type="checkbox"/> Child Care Center—Not-For-Profit |
| <input type="checkbox"/> Regional Office of Education | <input type="checkbox"/> Child Care Center—For-Profit |
| <input type="checkbox"/> Higher Education | <input type="checkbox"/> Faith—Based Organizaton |
| <input type="checkbox"/> Community—Based Organization | <input type="checkbox"/> Other _____ |

Type Name of Superintendent (Dr., Mr.,Ms.)
OR

Signature of Superintendent OR Signature of Authorized Agency Official

Type Name of Authorized Agency Official (Dr., Mr.,Ms.)

Date

JOINT APPLICATION

PRESCHOOL FOR ALL CHILDREN 09

THREE TO FIVE

ATTACHMENT 1a

If joint application, enter below the information requested for the participating school districts/entities.

SCHOOL DISTRICT/ENTITY	SIGNATURE OF AUTHORIZED OFFICIAL
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OF AGENCY/ENTITY NAME	
CITY	COUNTY
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY
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DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY
REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	
CITY	COUNTY

**FY 2009 PRESCHOOL FOR ALL CHILDREN
EVIDENCE OF EXISTING COMPETENCIES**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER **OR** AGENCY/ENTITY NAME

☐

Applicant other than Public School Districts

Include:

- Agency's mission statement,
- Goals or policies regarding early childhood programs, and
- Description of the agency's organizational structure.

☐

Joint Application

Include:

- Goals and objective of the collaboration, and
- Brief description of each partner's experience in providing similar services.

**FY 2009 PRESCHOOL FOR ALL CHILDREN
EARLY CHILDHOOD ACCREDITATION**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER **OR** AGENCY/ENTITY NAME

Please indicate which of the following early childhood accreditations you have achieved.
(Check all that apply.)

- ☐ The center accreditation of the National Academy of Early Childhood Programs of the National Association for the Education of Young Children (NAEYC)
- ☐ The center accreditation of the National Early Childhood Program Accreditation (NECPA) Commission of the National Child Care Association (NCCA)
- ☐ The family child care accreditation of the National Association for Family Childcare (NAFCC)
- ☐ The school-age child care accreditation of the National School-Age Child Care Alliance (NSACA)
- ☐ The center accreditation of the National Accreditation Commission for Early Care and Education Programs (NAC) of the National Association of the Child Care Professionals (NACCP)

**FY 2009 Preschool for All Children
Proposal Abstract**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: In 200 words or less, summarize the proposed program, including outcomes. Include the name of the instrument and the proposed process for conducting the screening and assessments and a brief summary of the proposed curriculum or activities to be provided.

**FY 2009 Preschool for All Children
Proposal Narrative: Statement of Need**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: Describe in the space provided how this requirement will be met. **Refer to Proposal Narrative Requirements pages 12 for specific requirements.**

**FY 2009 Preschool for All Children
Proposal Narrative: Population to Be Served**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: Describe in the space provided how these requirements will be met. The proposal must indicate the population to be served. Refer to Proposal Narrative Requirements pages 12 and 13 for specific requirements.

FY 2009 Preschool for All Children

Program Description: Screening

REGION, COUNTY, DISTRICT, TYPE CODE	DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME
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Directions: Describe in the space provided how these requirements will be met. Screening should be conducted on a community-wide basis and developed and implemented with cooperation among programs serving young children operating in the area to be served (e.g., public schools, licensed child care providers, special education, Head Start, prevention initiative, Early Intervention Child and Family Connections, and Child Find). **Refer to Program Description Requirements page 13 for specific requirements.**

FY 2009 Preschool for All Children
Program Description:
Appropriate Educational Program

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: Describe in the space provided how these requirements will be met. Preschool for All Children initiatives must offer an appropriate education program for those children who participate, as determined by the screening process. The education program that is established must contain a language and literacy development component for each child based on the child's individual assessment. In addition, there should be collaboration with other services and resources available in the community. **Refer to Program Description Requirements pages 12 and 13 for specific requirements.**

FY 2009 Preschool for All Children
Program Description:
Parent Education and Involvement

REGION, COUNTY, DISTRICT, TYPE CODE	DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME
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Directions: Describe in the space provided how these requirements will be met. Preschool for All Children initiatives must offer appropriate parent education and involvement services that address communication, parent education, student learning, involvement, and decision-making and advocacy. **Refer to Program Description Requirements pages 14 and 15 for specific requirements.**

FY 2009 Preschool for All Children

**Program Description:
Community Collaboration**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: Describe in the space provided how these requirements will be met. Evidence of collaboration with other agencies must be provided. **Refer to Program Description Requirements page 15 for specific requirements.**

FY 2009 Preschool for All Children

**Program Description:
Staff Requirements**

REGION, COUNTY, DISTRICT, TYPE CODE

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME

Directions: Describe in the space provided how these requirements will be met. All Preschool for All Children administrators and staff paid by the block grant must hold appropriate certification and/or qualifications for the position for which they are hired. **Refer to Program Description Requirements pages 15 and 16 for specific requirements.**

FY 2009 Preschool for All Children
Program Description:
Professional Development

REGION, COUNTY, DISTRICT, TYPE CODE	DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME
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Directions: Describe in the space provided how these requirements will be met. Evidence of a written professional development plan must be provided. **Refer to Program Description Requirements page 16 for specific requirements.**

FY 2009 Preschool for All Children
Program Description:
Evaluation

REGION, COUNTY, DISTRICT, TYPE CODE	DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME
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Directions: Describe in the space provided how these requirements will be met. Evidence of a written plan must be provided. **Refer to Program Description Requirements page 16 for specific requirements.**

ILLINOIS STATE BOARD OF EDUCATION

Division Of Early Childhood
100 North First Street, E-225
Springfield, Illinois 62777-0001

FY 2009
PRESCHOOL FOR ALL CHILDREN

BUDGET SUMMARY AND PAYMENT SCHEDULE

COUNTY _____

Use whole dollars only. Omit Decimal Places, e.g., \$2536.
Payment Schedule must be completed based on monthly need.

☐ Initial Budget ☐ Revised Initial Budget ☐ Amendment # _____

PROJECT NUMBER			SUBMISSION DATE / /
FISCAL YEAR 09	SOURCE OF FUNDS 3705-90	REGION, COUNTY, DISTRICT, TYPE CODE	
DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME			
BUDGET CONTACT PERSON		TELEPHONE	
		FAX	
PROGRAM CONTACT PERSON		TELEPHONE	
		FAX	

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

Line	Function Number	Expenditure Account 2	Salaries 3	Employee Benefits 4	Purchased Services 5	Supplies and Materials 6	Capital Outlay 7	Transfers 9	Total 11	PAYMENT SCHEDULE
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	(Obj. 500s)	(Obj. 700s)		
1	1000	Instruction								July-August
7	2210	Improvement of Instruction Services								September
10	2300	General Administration								October
15	2540	Operation & Maintenance of Plan Services								November
16	2550	Pupil Transportation								December
17	2560	Food Services								January
25	3000	Community Services								February
26	4100	Payments to Other Government Units								March
28	Total Direct Costs									April
39	TOTAL BUDGET									May

_____	_____	_____	TOTAL \$ _____
Date	Type Name of Superintendent (Dr. Mr., Mrs.) OR Type Name of Authorized Representative (Dr. Mr., Mrs.)	Original Signature of Superintendent OR Original Signature of Authorized Representative	
_____	_____	_____	
Date	Original Signature, Division Administrator, Early Childhood Division		

FY 2009
PRESCHOOL FOR ALL BUDGET BREAKDOWN

DISTRICT NAME AND NUMBER OR AGENCY/ENTITY NAME	REGION, COUNTY, DISTRICT, TYPE CODE
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Please use a separate budget breakdown page to explain the costs associated with each individual initiative addressed in the proposal. Itemize and explain each expenditure amount, including employee benefits. Use additional pages as needed.

Function Number	Object Number	Explanation (Not Expenditure Account Name)	Salaries	Employee Benefits	Purchased Services	Supplies and Materials	Capital Outlay	Transfers	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

PRESCHOOL FOR ALL CHILDREN PROGRAM-SPECIFIC TERMS OF THE GRANT

1. No subcontracting is allowed without prior written approval of the State Superintendent of Education. See item 7 of the document titled "Certifications and Assurances, and Standard Terms of the Grant" for the type of information that must be submitted with the proposal about any proposed subcontracts to be funded with the grant.
2. Collaboration with Head Start: Grantees are to collaborate with their local Head Start program. Children currently enrolled or pre-enrolled in Head Start may not be recruited to be in the Preschool for All Children program.
3. Prior to final funding approval, each grantee must:
 - present evidence that all teachers providing instruction to preschool children hold either an Initial or Standard Early Childhood Certificate (formerly Type 02 and Type 04 Early Childhood Certificates), and
 - if subject to licensure requirements of the Illinois Department of Children and Family Services (DCFS), present evidence that it holds the required licensure.
4. Financial Reports: Expenditure Reports must be filed electronically to the Division of Funding and Disbursement Services four times a year.

Report	Cumulative Through	Due In ISBE Office
1	September 30, 2008	October 31, 2008
2	December 31, 2008	January 31, 2009
3	March 31, 2009	April 30, 2009
Final	June 30, 2009	July 31, 2009

5. Reporting: Each grantee must report the following to the Illinois State Board of Education no later than October 15, 2008:
 - the percentage of children enrolled in the program who have been identified as being at risk of academic failure,
 - the percentage of children enrolled in the program who are from families whose incomes are less than four times the poverty levels established by U.S. Department of Health and Human Services, and
 - the percentage of children enrolled in the program who do not qualify under either category.

All grantees must enroll and exit each preschool for All Student in the ISBE Student Information System (SIS). This reporting activity is continuous throughout the year.

Each grantee must submit the following reports to the Illinois State Board of Education by the due date on the form.

- Preschool for All Program Record (86-36A): This instrument collects information regarding program characteristics. The form is transmitted to the grantee to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.
 - Preschool for All Follow-up Report (86-62A): This instrument tracks the progress of previous preschool students from kindergarten through high school. It collects data such as promotion, grades and ISAT results. The form is on IWAS and is to be completed at the end of the project year and submitted to the Illinois State Board of Education by the due date on the form.
6. Each grantee funded to serve primarily at-risk children is required to have 51 percent or more of the enrolled children identified as at risk; prioritize at-risk students over non-at-risk students when making enrollment decisions; and take specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.
 7. Any grantee that fails to enroll the required percentage of children (51 percent) in the particular prioritization category for which the proposal was funded (i.e., at-risk status or income levels) will have its grant award reduced proportionate to the decrease in percentage of such children enrolled.
 8. Any grantee that has a waiting list of children to be served must first enroll all children determined to be at risk of academic failure before enrolling other children.

9. School district grantees with programs serving homeless children must comply with all applicable provisions of the McKinney-Vento Homeless Assistance Act. Non-school district grantees should, in so much as possible, ensure that homeless children enrolled in their programs receive the support necessary for successful and continued participation, including without limitation, arranging for appropriate transportation when necessary.
10. Program Review: An annual program review will be conducted for each new project to ensure program quality, to assist in program improvement and to provide technical assistance.
11. Supplanting: Funds received under the Preschool for All Children Program shall be used to supplement, and not supplant, funds that would otherwise be used for the proposed activities.
12. No more than 5 percent of the total grant award shall be used for administrative and general expenses not directly attributed to program activities, except that a higher limit not to exceed 10 percent may be negotiated with an applicant that has provided evidence that the excess administrative expenses are beyond its control and that it has exhausted all available and reasonable remedies to comply with the limitation.
13. Applicants should be aware that grant awards may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization; assist, promote, or deter union organizing; finance, directly or indirectly, any activity designed to influence the outcome of an election for any public office; or impair existing contracts for services or collective bargaining agreements.
14. No funds may be used to help support or sustain any institution controlled by any church or sectarian denomination (Article 10, Section 3 of the Illinois Constitution; Ill., Const. 1970, Art. X, Sec. 3).
15. Each grantee which operates a program in a facility licensed by the Illinois Department of Children and Family Services (DCFS), shall require all employees and volunteers who are persons subject to background checks, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code [89 IAC 385.20], to authorize DCFS to perform a Child Abuse and Neglect Tracking System (CANTS) background check. Required individuals shall execute an Authorization for a background check, as defined by Section 385.20 of Title 89 of the Illinois Administrative Code [89 IAC 385.20], and shall submit the Authorization to DCFS for completion of the CANTS background check. Evidence of completion of required CANTS checks for all persons subject to background checks shall be maintained by the grantee and copies of the same shall be provided to the administrator of the DCFS-license facility.
16. Other
 - Equipment Purchases: Equipment Inventory Form should be used to document all equipment purchased by the Preschool for All Children initiative and is to be maintained in the grantee's files.
 - Part-Time Staff: A time distribution worksheet should be kept on file for any staff member in a part-time position.
 - Joint Applications for Funding: Grantees participating in a joint application are advised that the member grantees are individually and jointly responsible to the Illinois State Board of Education. The administrative agent is responsible to the participating grantee and is the agent designated to receive funds and submit reports.

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

Name of Applicant

By: _____
Date Signature of Authorized Official Title

Illinois State Board of Education
CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT

(Insert Applicant's Name Here)

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

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

☐ Individual ☐ Corporation ☐ Partnership ☐ Unincorporated association ☐ Government entity

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

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

DEFINITIONS

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

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

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

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

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

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

PROJECT

3. The project proposed in the application, and as negotiated and finalized by the parties in the Grant Agreement, is hereinafter referred to as the "project". In planning the project there has been, and in establishing and carrying out the project, there will be (to the extent applicable to the project), participation of persons broadly representative of the cultural and educational resources of the area to be served, including persons representative of the interests of potential beneficiaries.

4. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.

5. All funds provided shall be used solely for the purposes stated in the approved proposal/application.

6. The project will be administered by or under the supervision of the applicant and in accordance with the laws and regulations applicable to the grant. The applicant will be responsible for and obtain all necessary permits, licenses or consent forms as may be required to implement the project.

SUBCONTRACTING

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

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

- Name(s) and address(es) of subcontractor(s);

- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Association costs, i.e., amounts to be paid under subcontracts;
- Projected number of participants to be served.

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

FINANCIAL TERMS

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

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

10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.
12. Obligation of funds based on budget amendments cannot begin prior to the date of receipt of an amendment to the Grant Agreement executed by the State Board of Education. Requests for budget amendments must be received by the State Board of Education no later than 30 calendar days prior to the project ending date.
13. All grant funds shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient's policies and procedures related to such expenditures. Funds may only be expended for activities occurring during the Term.

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

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

If you have an established IWAS account with the Illinois State Board of Education, you will be electronically notified when expenditure reports are due and you must submit expenditure reports electronically by the due date. If you are not enrolled in IWAS, expenditure report forms will be mailed to the award recipient at least thirty days before they are due to the Illinois State Board of Education. Expenditure reports are due 30 days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the reports are properly filed.

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

If a completion report was filed through the project ending date and had no outstanding obligations, the completion report will be the award recipient's final expenditure report. Failure to submit this completion/final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total

disbursements, the overpayment must be returned to the State Board of Education within 45 calendar days of the project ending date for all state grants or federal grants that do not expressly allow carryover funds. Failure to return the funds will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the overpayment is returned.

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

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

NO BINDING OBLIGATION

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

COPYRIGHT

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

DEFAULT AND TERMINATION

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

INDEMNIFICATION

20. To the fullest extent permitted by law, the award recipient shall indemnify, defend and hold harmless the State of Illinois, the State Board of Education, and their respective members, officers, agents and employees against all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (iii) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award

recipient herein; (iv) any infringement of any copyright, trademark, patent or other intellectual property right; or (v) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the State Board of Education or of the State of Illinois.

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

GENERAL CERTIFICATION AND ASSURANCES

21. The applicant will obey all applicable state and federal laws, regulations, and executive orders, including without limitation: those regarding the confidentiality of student records, such as the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.); those prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, such as Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.), the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Illinois School Code (105 ILCS 5/1-1 et seq.). Further, no award recipient shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (*Plyler v. Doe*, 457 U.S. 202, 102 S.Ct. 2382 (1982)).
22. The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
23. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
24. The applicant is not prohibited from receiving a grant award from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
25. The applicant certifies it has informed the State Superintendent of Education in writing if any employee of the applicant was formerly employed by the State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
26. The applicant shall notify the State Superintendent of Education if the applicant solicits or intends to solicit for employment any of the State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.
27. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.
28. The applicant certifies that it is (a) current as to the filing and payment of any applicable federal, state and/or local taxes; and (b) not delinquent in its payment of moneys owed to any federal, state or local unit of government.
29. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.
30. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all of its i) employees, ii) volunteers, and iii) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not i) employ individuals, ii) allow individuals to volunteer, or iii) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).

31. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: i) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; ii) identifies the allocation methods used for distributing the costs among programs; iii) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; iv) requires the propriety of the charges to be substantiated; and v) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.
32. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant.
33. The applicant acting as the fiscal agent certifies that it is responsible to the joint applicants, it is the agent designated and responsible for reports and for receiving and administering funds, and it will:
- i) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant;
 - ii) Maintain separate accounts and ledgers for the project;
 - iii) Provide a proper accounting of all revenue from ISBE for the project;
 - iv) Properly post all expenditures made on behalf of the project;
 - v) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;
 - vi) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants.);
 - vii) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants;
 - viii) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;
 - ix) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
 - x) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and
 - xi) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.
34. The applicant hereby assures that when purchasing core instructional print materials published after July 19, 2006, the applicant will ensure that all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21 which instructs the publisher to send (at no additional cost) to the National Instructional Materials Center (NIMAC) electronic files containing the contents of the print instructional materials using the NIMAS standard, on or before delivery of the print instructional materials. This does not preclude the district from purchasing or obtaining accessible materials directly from the publisher. For further information, see 105 ILCS 5/28-21 at <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=010500050HArt%2E+28&ActID=1005&ChapAct=105%26nbsp%3BILCS%26nbsp%3B5%>.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

- (a) Publishing a statement:

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

(Name of Applicant)

By: _____
Date Signature of Authorized Official Title