

ILLINOIS STATE BOARD OF EDUCATION
 Educator and School Development Division
 100 North First Street, E-310
 Springfield, Illinois 62777-0001
 217/782-2948

**FY 2011
 PUBLIC CHARTER SCHOOLS PROGRAM
 Cover Page**

NAME OF APPLICANT _____

Check all that apply to this proposal and list requested amount:

Pre-Charter Planning
 Planning and Design
 Implementation
 \$ _____ \$ _____ \$ _____

The applicant(s) named below assures the Illinois State Board of Education that:

1. the applicant, if awarded a grant, will annually provide to the U.S. Secretary of Education and the Illinois State Board of Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in its application;
2. the applicant, if awarded a grant, will cooperate with the U.S. Secretary of Education and Illinois State Board of Education in evaluating the program assisted by the grant; and
3. the applicant will administer the grant in accordance with policies established by the ISBE publication *State and Federal Grant Administration Policy*.

| | | |
|---|---------------------------------------|---|
| REGION/COUNTY/DISTRICT TYPE CODE | CONTACT PERSON (Name, Title) | |
| NAME OF CHARTER SCHOOL | TELEPHONE (Include area code) | FAX (Include area code) |
| ADDRESS (Street, City, State, Zip Code) | NAME OF CHIEF CHARTER SCHOOL OFFICIAL | |
| COUNTY | _____ <i>Date</i> | _____ <i>Signature of Chief Charter School Official</i> |

Identify the charter school developer below and, for a multidistrict application, enter the requested information about the participating school districts other than the fiscal agent.

CHARTER SCHOOL DEVELOPER

| | |
|---|--|
| NAME OF CHARTER SCHOOL DEVELOPER | TELEPHONE NUMBER (Include area code) |
| ADDRESS (Street, City, State, Zip Code) | _____ <i>Date</i> _____ <i>Signature of Developer's Representative</i> |

SCHOOL DISTRICT(S) (CHARTERING ENTITY)

| | |
|----------------------------------|--------|
| REGION/COUNTY/DISTRICT TYPE CODE | CITY |
| DISTRICT NAME AND NUMBER | COUNTY |
| REGION/COUNTY/DISTRICT TYPE CODE | CITY |
| DISTRICT NAME AND NUMBER | COUNTY |
| REGION/COUNTY/DISTRICT TYPE CODE | CITY |
| DISTRICT NAME AND NUMBER | COUNTY |
| REGION/COUNTY/DISTRICT TYPE CODE | CITY |
| DISTRICT NAME AND NUMBER | COUNTY |

**FY 2011
PUBLIC CHARTER SCHOOLS PROGRAM
Activities and Budget Information**

NAME OF CHARTER SCHOOL

Check ONE box only. List Requested Amount:

Pre-Charter Planning
 Planning And Design
 Implementation

\$ _____

\$ _____

\$ _____

| ACTIVITY AND RELATED EXPENSES | TIMELINE | BUDGET FOR THIS ACTIVITY |
|-------------------------------|----------|--|
| | | Salaries \$ _____ |
| | | Employee Benefits \$ _____ |
| | | Purchased Services \$ _____ |
| | | Supplies and Materials \$ _____ |
| | | Capital Outlay \$ _____ |
| | | Other Objects \$ _____ |
| | | Non-Capitalized Equipment \$ _____ |
| | | TOTAL EXPENSES FOR THIS ACTIVITY \$ _____ |

ILLINOIS STATE BOARD OF EDUCATION
 Educator and School Improvement Division
 100 North First Street
 Springfield, Illinois 62777-0001

**FY 2011
 PUBLIC CHARTER SCHOOLS PROGRAM
 Budget Summary and Payment Schedule**

**Use whole dollars only. Omit Dollar Signs, Commas, and
 Decimal Places, e.g., 2536**

INDICATE TYPE OF CHARTER GRANT:

PRE-CHARTER PLANNING PLANNING AND DESIGN IMPLEMENTATION

Initial Budget Amendment (No. _____)

| | | | |
|--------------------------|--|--------------------------------------|------------------------------|
| FISCAL YEAR 11 | SOURCE OF FUNDS CODE 4960-00 | REGION, COUNTY, DISTRICT, TYPE CODE | SUBMISSION DATE (mm/dd/yyyy) |
| NAME OF CHARTER SCHOOL | | | |
| CONTACT PERSON | | TELEPHONE NUMBER (Include Area Code) | |
| E-MAIL ADDRESS | | FAX NUMBER (Include Area Code) | |

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

Directions: Prior to preparing this Budget Summary and Payment Schedule request, please refer to the "State and Federal Grant Administration Policy and Fiscal Requirements and Procedures" handbook that can be accessed at <http://www.isbe.net/funding/pdf/fiscal_procedure_handbk.pdf>. Obligations of funds based on this budget request cannot begin prior to July 1, 2009, or receipt of a substantially approvable budget request, whichever is later.

| LINE | FUNCTION NUMBER (1) | EXPENDITURE ACCOUNT (2) | SALARIES (3) | EMPLOYEE BENEFITS (4) | PURCHASED SERVICES (5) | SUPPLIES AND MATERIALS (6) | CAPITAL OUTLAY (7) | OTHER OBJECTS (8) | NON-CAPITALIZED EQUIPMENT (9) | TOTAL (11) | PAYMENT SCHEDULE |
|------|---------------------|---|--------------|-----------------------|------------------------|----------------------------|--------------------|-------------------|-------------------------------|------------|------------------|
| | | | (Obj. 100s) | (Obj. 200s) | (Obj. 300s) | (Obj. 400s) | (Obj. 500s) | (Obj. 600s) | (Obj. 700s) | | |
| 1 | 1000 | Instruction | | | | | | | | | July-August |
| 2 | 2110 | Attendance & Social Work Services | | | | | | | | | |
| 3 | 2120 | Guidance Services | | | | | | | | | September |
| 4 | 2130 | Health Services | | | | | | | | | |
| 5 | 2140 | Psychological Services | | | | | | | | | October |
| 6 | 2150 | Speech Pathology & Audiology Services | | | | | | | | | |
| 7 | 2210 | Improvement of Instruction Services | | | | | | | | | November |
| 8 | 2220 | Educational Media Services | | | | | | | | | |
| 9 | 2230 | Assessment & Testing | | | | | | | | | December |
| 10 | 2300 | General Administration | | | | | | | | | |
| 11 | 2400 | School Administration | | | | | | | | | January |
| 12 | 2510 | Direction of Business Support Services | | | | | | | | | |
| 13 | 2520 | Fiscal Services | | | | | | | | | February |
| 15 | 2540 | Operation & Maintenance of Plant Services | | | | | | | | | |
| 16 | 2550 | Pupil Transportation Services | | | | | | | | | March |
| 17 | 2560 | Food Services | | | | | | | | | |
| 18 | 2570 | Internal Services | | | | | | | | | April |
| 19 | 2610 | Direction of Central Support Services | | | | | | | | | |
| 20 | 2620 | Planning, Research, Dev. & Eval. Services | | | | | | | | | May |
| 21 | 2630 | Information Services | | | | | | | | | |
| 22 | 2640 | Staff Services | | | | | | | | | June |
| 23 | 2660 | Data Processing Services | | | | | | | | | |
| 24 | 2900 | Other Support Services | | | | | | | | | July-August |
| 25 | 3000 | Community Services | | | | | | | | | |
| 26 | 4000 | Payments to Other Districts or Gov't. Units | | | | | | | | | TOTAL |
| 28 | TOTAL DIRECT COSTS | | | | | | | | | | \$ _____ |
| 30 | TOTAL BUDGET | | | | | | | | | | |

 Type or Print Name of Authorized Representative

 Original Signature of Authorized Representative

 Date

 Original Signature of ISBE Division Administrator, Educator and School Development

 Date

**FY 2011 PUBLIC CHARTER SCHOOLS PROGRAM
BUDGET SUMMARY BREAKDOWN**

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|------------------------|--|-----------------|--------------------------|---------------------------|-------------------------------|-----------------------|----------------------|----------------------------------|---------------|
| | | (Obj. 100s) | (Obj. 200s) | (Obj. 300s) | (Obj. 400s) | (Obj. 500s) | (Obj. 600s) | (Obj. 700s) | |
| | | | | | | | | | |

**FY 2011 PUBLIC CHARTER SCHOOLS PROGRAM
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| | | | | | | | | | |

**FY 2011 PUBLIC CHARTER SCHOOLS PROGRAM
AMENDMENT BUDGET SUMMARY BREAKDOWN**

Directions: Prior to preparing this amendment request, please refer to the State and Federal Grant Administration Policy and Fiscal Requirements Procedures Handbook that can be accessed at <www.isbe.net/funding/pdf/fiscal_procedure_handbk.pdf>. Obligations of funds based on this amendment cannot begin prior to the date of receipt at ISBE of a substantially approvable amendment request.

To complete the form below, provide a brief description of each line item to be amended. If needed, attach an expanded explanation of the rationale for requested change. Expenditure Description and Itemization (column 3) must match the currently approved budget and must include specific information for each entry. Rationale for Requested Change (column 7) must provide sufficient information and detail for ISBE personnel to ascertain approval of each line item amendment request. Amendment requests that do not fulfill these requirements will be denied until sufficient information is provided to ISBE.

Attach new Budget Summary and Payment Schedule (Attachment 2) to reflect requested amendment amounts.

| FUNCTION NUMBER (1) | OBJECT NUMBER (2) | ITEMIZATION (3) | CURRENTLY APPROVED AMOUNT (4) | REQUESTED CHANGE (+ OR -) (5) | REVISED AMOUNT (6) | RATIONALE FOR REQUESTED CHANGE (7) |
|------------------------|----------------------|--------------------|----------------------------------|----------------------------------|-----------------------|---------------------------------------|
| | | | | | | |

**FY 2011 PUBLIC CHARTER SCHOOLS PROGRAM
AMENDMENT BUDGET SUMMARY BREAKDOWN**

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| | | | | | | |

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|---------------------------|-------------------------|--------------------|-------------------------------------|-------------------------------------|-----------------------|---------------------------------------|
| | | | | | | |

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); and
- Projected number of participants to be served.

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

FINANCIAL TERMS

8. Payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly or sufficient appropriation by the U.S. Congress for federal programs. Obligations of the State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient state, federal, or other funds for this program.
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 ninety (90) calendar days after the project ending date.
10. The applicant understands that payment for approved services and expenses will be made on a cash needs basis, and that payment will be made in accordance with applicable statutes, regulations, and standards after an application for payment is submitted to the State Board of Education. Vouchers for payment will be submitted to the Office of the Comptroller according to the payment schedule attached to the final Grant Agreement. The payment schedule shall be based on the projected date of expenditures. Payments will be withheld from scheduled amounts if expenditure reports show excess cash on hand.
11. An approved budget may be amended by completing the Budget Summary form to show the new amounts required and attaching an explanation for the changes. An amendment to the Grant Agreement must be entered into whenever any individual cell changes by more than \$1,000 or 20 percent, whichever is larger. An amendment to the Grant Agreement must also be entered into whenever an award recipient proposes to use funds for allowable expenditures not identified in the currently approved budget, if the scope of the project is expected to change, or if the overall grant award must be increased.
12. Obligation of funds for items or services based on amendments cannot be encumbered prior to the date of receipt at ISBE of a substantially approvable budget amendment provided the scope/intent of the approved project has not changed. If the scope/intent of a project changes based on an amendment, programmatic approval must be obtained prior to the obligation of funds based on the amendment. ISBE shall be the final determiner of whether an amendment changes the scope/intent of a project. The begin date of the project cannot precede the beginning of the fiscal year for which the funds are appropriated. Requests for budget amendments must be received by the State Board of Education no later than thirty (30) calendar days prior to the project ending date for which the amendment is being sought.
13. Funds granted for the operation of this project must be used exclusively for the purposes stated in the approved proposal/application and must be expended in accordance with the approved budget and the award recipient's policies and procedures related to such expenditures. Funds may only be expended or obligated for activities occurring during the Term.
 - (a) State funded grants: All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on State funded grant programs and grant funds not expended or obligated by the end of the Term, as well as interest earned after the Term has expired, must be returned to the Illinois State Board of Education within forty-five (45) calendar days following the end of the Term.
 - (b) Federally funded grants: Interest earned in excess of \$100 per year must be returned to the Illinois State Board of Education, with checks payable to the Illinois State Board of Education.

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

14. The applicant, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items including calendars, pens, buttons, pins, magnets, and any other similar promotional items.
15. Financial Reports: Quarterly expenditure reports are required of all award recipients receiving funds, unless otherwise specified in the program specific terms or the request for proposals. Quarterly reports must describe the progress of the project or use and the expenditure of the grant funds. The expenditure through dates to be used in reporting expenditures and obligations are from the project beginning date through September 30, December 31, March 31, and June 30 of each fiscal year and the project ending date. Those entities with established IWAS accounts with the Illinois State Board of Education, must electronically submit expenditure reports by the required due dates specified within the Grant Agreement. Those entities not enrolled in IWAS, must request paper expenditure report forms not later than twenty (20) calendar days before the due dates specified within the Grant Agreement to the Illinois State Board of Education. Expenditure reports are due twenty (20) calendar days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold the current year's payments and payments for future years' projects under the same program until the reports are properly filed.

All grant funds must be spent or obligated, and all activities must be completed prior to the project ending date. Each award recipient must submit a completion report showing the obligations and the expenditures for the project no later than twenty (20) calendar days after the project ending date.

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

If a completion report was filed with outstanding obligations, then a final expenditure report showing total project expenditures (with all prior obligations paid) must be submitted no later than ninety (90) calendar days after the project ending date. Failure to submit the final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within

forty-five (45) calendar days 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.

16. 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.
17. 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 (including books, records, or papers related to the project) regarding the award recipient's progress or performance with respect to the administration and operation of the project.

NO BINDING OBLIGATION

18. 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

19. 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

20. 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 (10) calendar 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 forty-five (45) calendar days of termination.

INDEMNIFICATION

21. 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 (a) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the award recipient, its subcontractors, subgrantees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (b) failure by the award recipient or its subcontractors, subgrantees, or volunteers to comply with any laws applicable to the performance of the grant; (c) any breach of the Grant Agreement, including, without limitation, any representation or warranty provided by the award recipient herein; (d) any infringement of any copyright, trademark, patent, or other intellectual property right; or (e) the alleged unconstitutionality or invalidity of the Grant Agreement. Neither the award recipient nor its employees or subcontractors shall be considered agents or employees of the 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

22. 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)).

23. 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.
24. If the applicant is an individual, the applicant is not in default on an educational loan as provided in 5 ILCS 385/3.
25. 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).
26. 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.
27. 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.
28. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 30/1 et seq., which applies to the wages of laborers, mechanics, and other workers employed in any public works.
29. 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.
30. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) calendar days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.
31. 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 (a) employees, (b) volunteers, and (c) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not (a) employ individuals, (b) allow individuals to volunteer, or (c) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).
32. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: (a) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; (b) identifies the allocation methods used for distributing the costs among programs; (c) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; (d) requires the propriety of the charges to be substantiated; and (e) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.
33. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is a party to the joint application, a legal entity, or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.
34. The entity acting as the fiscal agent certifies that it is responsible to the applicant or, in the case of a joint application, to each applicant that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:
 - (a) Obtain fully executed Certifications and Assurances, and 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;
 - (b) Maintain separate accounts and ledgers for the project;
 - (c) Provide a proper accounting of all revenue from ISBE for the project;
 - (d) Properly post all expenditures made on behalf of the project;
 - (e) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;
 - (f) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants.);
 - (g) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants on actual expenditures/obligations that occur within project beginning and ending dates;

- (h) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;
 - (i) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
 - (j) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and
 - (k) Be responsible for the payment of any funds that are to be returned to the Illinois State Board of Education.
35. 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

36. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State of Illinois for at least one (1) year but not more than five (5) years. For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency with ten (10) calendar days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug Free Workplace Act

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. Further, the undersigned certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

Original or Electronic Signature of Authorized Official

AAA

Title AAA

Date

Name of Authorized Official (Type or Print)

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

**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.

| | |
|-----------------------------------|---------------------------------|
| Organization Name | PR/Award Number or Project Name |
| Name of Authorized Representative | Title |
| Original or Electronic | 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.

ILLINOIS STATE BOARD OF EDUCATION
 100 North First Street
 Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

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.

| | |
|--|---------------------------------|
| Organization Name | PR/Award Number or Project Name |
| Name of Authorized Representative | Title |
| Original or Electronic Signature of Authorized Official | Date |

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

| | | |
|--|--|--|
| <p>1. TYPE OF FEDERAL ACTION</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan guarantee</p> <p><input type="checkbox"/> f. Loan insurance</p> | <p>2. STATUS OF FEDERAL ACTION</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p> | <p>3. REPORT TYPE</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p>For material change only:</p> <p>_____ Year</p> <p>_____ Quarter</p> <p>_____ Date of last report</p> |
| <p>4. NAME AND ADDRESS OF REPORTING ENTITY</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee, Tier _____, if known _____ Congressional District, if known</p> | <p>5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME</p> <p>_____ Congressional District, if known</p> | |
| <p>6. FEDERAL DEPARTMENT/AGENCY</p> | <p>7. FEDERAL PROGRAM NAME/DESCRIPTION</p> <p>_____ CFDA Number, if applicable</p> | |
| <p>8. FEDERAL ACTION NUMBER, if known</p> | <p>9. AWARD AMOUNT, if known</p> <p align="center">\$ _____</p> | |
| <p>10a. NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)</p> | <p>b. INDIVIDUALS PERFORMING SERVICES (Including address if different from No. 10a) (last name, first name, MI)</p> | |
| <p><i>(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)</i></p> | | |
| <p>11. AMOUNT OF PAYMENT (check all that apply) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p> | <p>13. TYPE OF PAYMENT (check all that apply)</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other, specify _____</p> | |
| <p>12. FORM OF PAYMENT (check all that apply)</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind; specify: nature _____ value _____</p> | | |
| <p>14. BRIEF DESCRIPTION OF SERVICES PERFORMED OR TO BE PERFORMED AND DATE(S) OF SERVICE, INCLUDING OFFICER(S), EMPLOYEE(S), OR MEMBER(S) CONTACTED, FOR PAYMENT INDICATED IN ITEM 11.</p> | | |
| <p>15. <input type="checkbox"/> YES <input type="checkbox"/> NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED</p> | | |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>SIGNATURE _____</p> <p>PRINT NAME OR TYPE _____</p> <p>TITLE _____</p> <p>TELEPHONE NUMBER _____ DATE _____</p> | |

**INSTRUCTIONS FOR COMPLETION OF
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

**Notice to All Applicants Regarding
Section 427 of the General Education Provisions Act (GEPA)**

Section 427 of GEPA affects all school districts submitting proposals under this program. This section requires each applicant to include in its proposal a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its federally assisted program for students, teachers and other program beneficiaries with special needs.

This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. The applicant should determine whether these or other barriers may prevent students, teachers, etc., from such access to, or participation in, the federally funded project or activity. The description of steps to be taken to overcome these barriers need not be lengthy; the school district may provide a clear and succinct description of how it plans to address those barriers that are applicable to its circumstances. In addition, the information may be provided in a single narration, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of the civil rights statutes, but rather to ensure that, in designing their programs, applicants for federal funds address equity concerns that may affect the ability of certain beneficiaries to fully participate in the program and to achieve high standards. Consistent with the Public Charter School Program requirements and its approved proposal, an applicant may use the federal funds awarded to it to eliminate barriers it identifies.

Describe the steps that will be taken to overcome barriers to equitable program participation of students, teachers, and other beneficiaries with special needs.