
STATE ASSURANCES
GRANT APPLICATION CERTIFICATIONS AND ASSURANCES

SCHOOL DIST 74

RCDT #: 05-016-0740-02

FY 25 Application Cycle - Round 1

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

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

DEFINITIONS

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

“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,” “program,” and “project” may be used interchangeably.

“Grantee” 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.

“Project” means the activities to be performed for which grant funds are being sought by the applicant. The terms “project” and “program” may be used interchangeably.

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

NO BINDING OBLIGATION

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

Payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly or sufficient appropriation by the U.S. Congress for federal programs. Obligations of the Illinois State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient state, federal, or other funds for this program.

PROJECT

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.

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

All funds provided shall be used solely for the purposes stated in the approved proposal/application, as finalized in the Grant Agreement.

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.

FUNDING

All funds provided will be used solely for the purposes stated in the approved proposal/application, as finalized in the Grant Agreement, in accordance with applicable federal and state statutes, regulations, administrative rules, and terms and conditions of the grant.

The applicant may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program, pursuant to 34 CFR 76.534.

If real property or structures are provided or improved with the aid of federal financial assistance, the applicant will comply with applicable statutes, regulations, and the project application in the use, encumbrance, transfer, or sale of such property or structure. If personal property is so provided, the applicant will comply with applicable statutes, regulations, and the project application in the use, encumbrance, transfer, disposal, and sale of such.

All expenditures claimed in relation to a grant are subject to applicable federal and state laws, regulations, and administrative rules. Expenditures claimed in relation to an award are subject to cost allowability standards, as defined by the grant program, and other applicable federal and state laws, regulations, and administrative rules. Failure to adhere to these requirements will lead to disallowed expenditures for which funds must be returned.

Adequacy tier designation under Evidence-Based Funding will be utilized by ISBE at its discretion pursuant to applicable law and agency policy (105 ILCS 5/18-8.15).

The applicant will accept funds in accordance with applicable federal and state statutes, regulations, administrative rules, and terms and conditions of the award, and administer the programs in compliance with all provisions of such statutes, regulations, administrative rules, terms and conditions of the award, and amendments thereto.

Failure of applicant to comply with state and federal statutes, regulations, administrative rules, or the terms and conditions of the award may result in conditions placed on grantee, including, but not limited to, involuntary termination of a grant at the discretion of the Illinois State Board of Education, in whole or in part, in accordance with federal and state laws and regulations.

GENERAL CERTIFICATIONS AND ASSURANCES

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 (20 U.S.C. 1232g) and the Illinois School Student Records Act (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.) and 34 CFR part 106, 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.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 34 CFR part 104, the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.) and 34 CFR part 110, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.) and 34 CFR part 100, 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)).

The applicant certifies it has informed the state superintendent of education in writing if any employee of the applicant/grantee was formerly employed by the Illinois State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the auditor general prior to execution.

The applicant shall notify the state superintendent of education if the applicant solicits or intends to solicit for employment any of the Illinois State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.

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.

An applicant who is an individual cannot be in default on an educational loan as provided in 5 ILCS 385/3.

The applicant certifies it does not pay dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club that unlawfully discriminates (775 ILCS 25/1).

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.

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 a) all its employees, b) volunteers, and c) all employees of persons or firms holding contracts with the applicant/ grantee who have direct contact with children receiving services under the grant. 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 if they 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.).

The applicant hereby ensures that when purchasing core instructional print materials published after July 19, 2006, all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21. This legislation instructs the publisher to send (at no additional cost) to the National Instructional Materials Access Center electronic files containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard on or before delivery of the print instructional materials. This does not preclude a grantee school district from purchasing or obtaining accessible materials directly from the publisher.

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.

JOINT APPLICATIONS - ADMINISTRATIVE AND/OR FISCAL AGENT

Applicants/grantees 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/ grantee that is a party to the joint application and is a legal entity or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.

The entity acting as the fiscal agent certifies that it is responsible to the applicant/grantee or, in the case of a joint application, to each applicant/grantee 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:

1. Obtain fully executed Grant Application Certifications and Assurances forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant.
2. Maintain separate accounts and ledgers for the project.
3. Provide a proper accounting of all revenue from the Illinois State Board of Education for the project.
4. Properly post all expenditures made on behalf of the project.
5. Be responsible for the accountability, documentation, and cash management of the project; the approval and payment of all expenses, obligations, and contracts; and the hiring of personnel on behalf of the project in accordance with the Grant Agreement.
6. Disburse all funds to joint applicants/grantees based on information (payment schedules) from joint applicants/grantees 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/grantees.)
7. Require joint applicants/grantees to report expenditures to the fiscal agent based on actual expenditures/ obligation data and documentation. Reports submitted to the Illinois State Board of Education should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants/ grantees on actual expenditures/obligations that occur within project beginning and ending dates.

8. 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.
9. Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education.
10. Have a recovery process in place with all joint applicants/grantees for collection of any funds to be returned to the Illinois State Board of Education.

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). This 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 year but not more than five years.

For the purpose of this certification, “applicant,” “grantee,” or “contractor” means a corporation, partnership, or other entity with 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:

1. Publishing a statement:
 - a. 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.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee’s or contractor’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon an employee for drug violations.
3. 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.
4. Notifying the contracting or granting agency within 10 calendar days after receiving notice under part (2) of paragraph (c) of subsection (1.) above from an employee or otherwise receiving actual notice of such conviction.
5. 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.
6. 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.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

The applicant represents and warrants that all of the Certifications and Assurances set forth herein in the application, all attachments, and the Grant Agreement 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 10 calendar days of the change. Failure to maintain all Certifications and Assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the Illinois State Board of Education.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute the above Certifications and Assurances on behalf of the applicant. Further, the undersigned certifies under oath that all information contained herein is true and correct to the best of his or her knowledge, information, and belief that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.