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**PROGRAM SPECIFIC/FINANCIAL ASSURANCES FOR SCHOOL MAINTENANCE PROJECT GRANT**

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**SCHOOL DIST 131 KANE CO****RCDT #: 31-045-1310-22****FY 26 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 project will be administered by or under the supervision of the applicant and in accordance with the School Construction Law (105 ICLS 230), School Maintenance Project Grant Rules (23 Ill. Adm. Code Section 151, Subpart B), and all other laws and regulations applicable to the grant. There is no limit to the cost of a project; however, grant awards shall not exceed \$50,000 per project, and applicants shall provide a match from local funds equal to the grant amount requested.

The applicant ensures that the School Maintenance Project Grant (SMPG) application has been authorized by the local board of education (in the case of school districts) or other school governing authority at a duly convened meeting and that the local board of education or other school governing authority has reserved local funds in an amount equal to the amount requested in the SMPG application to meet the local match requirement. In addition, the applicant has not begun work on any of the projects listed.

**DEFINITIONS**

The capitalized word "Term" means the period of time from the project beginning date through the project ending date. For the School Maintenance Project Grant, "Term" is further defined to mean the period of time from grant approval by the Illinois State Board of Education to final project completion or two years after disbursement of the grant award by the state, whichever occurs first.

**FINANCIAL TERMS**

1. An applicant must not begin work on any of the projects listed on the application prior to submission of the application in the ISBE Web Application Security system. However, submission of the application does not guarantee a grant will be approved or awarded.
2. All project activities must be expended or legally obligated within two years of disbursement by the state. If funds have been obligated by the grantee but not fully expended two years after disbursement, 90 calendar days will be given to liquidate all obligations.
3. The applicant understands that payment of the entire grant award will be made upon approval of the grant. Per 23 Ill. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, a final expenditure report will be filed by the applicant at the end of the Term that describes the use of the grant funds and actual project expenditures. If actual project expenditures are less than originally estimated as stated on the grant application so that the amount of the grant is greater than 50 percent of the total project expenditures, the applicant shall refund the amount of the grant that is in excess of 50 percent of actual project expenditures.
4. Grant funds may only be used for the project described in the approved application and cannot be amended. The grant shall be accounted for in compliance with applicable accounting rules set forth at 23 Ill. Admin Code 100 Requirements for Accounting Budgeting, Financial Reporting and Auditing. The applicant must provide local matching funds in an amount equal to the grant.
5. All state 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 must be returned to the Illinois State Board of Education within 45 calendar days. If funds are obligated by the grantee but have not been fully expended two years after disbursement, 90 calendar days will be given to liquidate all obligations.

**FINANCIAL REPORTS**

7. Per 23 Ill. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, a Final Expenditure Report is due after the end of the Term. The Final Expenditure Report must be submitted within 20 calendar days and indicate total project costs for all projects on the approved application. Failure to file the Final Expenditure Report within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the Illinois State Board of Education may, without limitation, request for

the SMPG funds to be returned. In the event that a grant recipient has failed to remit payment and the debt is 90 calendar days past due, involuntary offset may be applied against EBF. Grant recipients that have no further grants with the state for which the debt can be applied will be referred to the Illinois Department of Revenue's Debt Collection Bureau or the attorney general, as appropriate.

8. Per 23 Ill. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, in cases where the Final Expenditure Report shows that actual project expenditures are less than estimated so that the amount of the grant is greater than 50 percent of the total project expenditures, the applicant shall refund the amount of the grant that is in excess of 50 percent of actual project expenditures. Any overpayment must be returned to the Illinois State Board of Education within 45 calendar days. Failure to return the funds will result in a breach of the Grant Agreement. In the event that a grant recipient has failed to remit payment and the debt is 90 calendar days past due, involuntary offset may be applied against EBF. Grant recipients that have no further grants with the state for which the debt can be applied will be referred to the Illinois Department of Revenue's Debt Collection Bureau or the attorney general, as appropriate.

9. The award recipient will maintain records on project and fiscal activities related to each award for a period of three years following the project ending date for a state-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 Illinois State Board of Education.

10. The Illinois State Board of Education and other governmental entities with program monitoring authority shall, during the Term and for a period of three 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 years thereafter (or until no outstanding audit exceptions remain, whichever is later) and upon the request of the Illinois State Board of Education, provide the Illinois 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.

11. 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.

#### ASSURANCE OF USE

12. It is the intent of the state that all or a portion of the costs of this project may be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the state. Therefore, the grantee understands and acknowledges that the grant proceeds must be used only for capital project purposes and that the capital project must be used only for public educational purposes.

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(Program Specific and Financial Assurances for the School Maintenance Project Grant -Rev. 08/19)