

**ILLINOIS STATE BOARD OF EDUCATION**

Special Education Services Division  
 100 North First Street, N-253  
 Springfield, Illinois 62777-0001

<p><b>DUE DATE</b>  <b>MARCH 31, 2009</b></p>
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**FY 2009**  
**CONTINUATION APPLICATION**  
**SCHOOL MENTAL HEALTH SUPPORT GRANTS**  
 Cover Page

APPLICANT INFORMATION			
PROJECT NAME		ADMINISTRATIVE AGENT	
REGION, COUNTY, DISTRICT, TYPE CODE		DISTRICT WEB SITE	
NAME OF SUPERINTENDENT		PROJECT CONTACT	
NAME OF SCHOOL DISTRICT		TITLE	
ADDRESS (Street, City, State, Zip Code)		CONTACT ADDRESS (Street, City State Zip Code)	
TELEPHONE (Include Area Code)	FAX (Include Area Code)	TELEPHONE (Include Area Code)	FAX (Include Area Code)
E-MAIL		E-MAIL	

<p><b>GEOGRAPHIC AREA SERVED:</b></p> <p>County Name: _____</p>	<p><b>AMOUNT REQUESTED:</b>                      (Maximum amount is equivalent to amount received in FY07.)</p> <p>\$ _____</p>
<p><b>DISTRICT INFORMATION:</b></p> <p>Student enrollment _____</p> <p>Total number of schools: _____</p> <p>Percent of students eligible for free and reduced-priced lunch: _____</p> <p>Financial Profile Score: _____</p>	<p><b>GRANT INFORMATION:</b></p> <p>Number of Schools to be served by grant: _____</p> <p>Number of Students to be served by grant: _____</p>

I certify that the program administrator/contact person identified above is authorized to act on behalf of the institution with regard to the School Mental health Support Grant.

\_\_\_\_\_ Date

\_\_\_\_\_ *Original* Signature of Superintendent

ISBE USE ONLY	
DATE RECEIVED	<p>_____ Date</p> <p>_____ Signature of ISBE Division Administrator                      Special Education Services - Springfield</p>

**FY 2009  
CONTINUATION APPLICATION  
SCHOOL MENTAL HEALTH SUPPORT GRANTS  
JOINT APPLICATION**

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

SCHOOL DISTRICT/ENTITY	SIGNATURE OF AUTHORIZED OFFICIAL	
REGION, COUNTY, DISTRICT, TYPE CODE		
DISTRICT NAME AND NUMBER <b>OR</b> AGENCY/ENTITY NAME		
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FY 2009  
CONTINUATION APPLICATION  
SCHOOL MENTAL HEALTH SUPPORT GRANTS

FY08 EXPECTED DELIVERABLES (May 1, 2008–June 30, 2009)

Complete the following questions:

Yes No

1. Did your school district and participating schools assess existing protocols and structures for meeting the early intervention mental health needs of students on an on-going basis and make appropriate modifications when necessary?

2. Check the school-based and/or school-linked community-based services that were provided with these grant funds.

- |  |  |
|--|--|
| <input type="checkbox"/> Crisis Intervention                             | <input type="checkbox"/> Screening and Assessment          |
| <input type="checkbox"/> Individual/Group Counseling and Support         | <input type="checkbox"/> Skill-building Activities         |
| <input type="checkbox"/> Family support                                  | <input type="checkbox"/> Peer or Adult Mentoring           |
| <input type="checkbox"/> Teacher Consultation and Education              | <input type="checkbox"/> Targeted Group Early Intervention |
| <input type="checkbox"/> School-wide Mental Health Prevention Activities |  |
| <input type="checkbox"/> Other _____                                     |  |
| <input type="checkbox"/> Other _____                                     |  |

3. Provide the approximate total number of unduplicated students served by the above mentioned activities.

4. Was a team approach used to build upon existing collaborations and coordinate with existing mental health support programs and structures? If yes, check members involved.

- |  |  |                                   |
|--|--|-----------------------------------|
| <input type="checkbox"/> Administrators      | <input type="checkbox"/> Support Staff | <input type="checkbox"/> Teachers |
| <input type="checkbox"/> Community Providers | <input type="checkbox"/> Parents       | <input type="checkbox"/> Students |
| <input type="checkbox"/> Other _____         |  |                                   |
| <input type="checkbox"/> Other _____         |  |                                   |

5. Were interagency protocols and formal working agreements with community providers implemented?

6. Did services occur in natural settings, such as the school, youth-serving agencies or family home?

7. Were cultural and community-specific mental health beliefs and strategies to reduce stigma at the local level identified?

8. Was student leadership and peer support to address mental health stigma within the school and district promoted?

9. Were mental health stigma reduction activities implemented? If yes, check target population(s).

- |  |  |                                   |
|--|--|-----------------------------------|
| <input type="checkbox"/> Administrators    | <input type="checkbox"/> Entire School Staff | <input type="checkbox"/> Teachers |
| <input type="checkbox"/> Community Members | <input type="checkbox"/> Parents             | <input type="checkbox"/> Students |
| <input type="checkbox"/> Other _____       |  |                                   |
| <input type="checkbox"/> Other _____       |  |                                   |

Yes      No

    

10. Were quarterly reports and revised interagency agreements and protocols submitted to ISBE?

    

11. Did your school district participate in the required networking and technical assistance activities held in Springfield?

12. Describe any special successes or achievements your school(s) accomplished during year two (FY08).

13. Describe any barriers or challenges your school(s) have encountered during year two (FY08). How have you addressed, or plan to address these challenges?

FY 2009  
CONTINUATION APPLICATION  
SCHOOL MENTAL HEALTH SUPPORT GRANTS  
PLAN COMPONENTS

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**ABSTRACT:** Summarize the activities to be funded within this grant application.

Yes    No

1. What are your plans for future interagency collaboration? Attach any signed agreements for year 3 of this project.

  

2. All protocols should include: a team approach (including school staff, community providers, and the student and his or her family) that builds upon existing collaborations and coordinates with existing mental health support programs and structures; interagency protocols and formal working agreements, especially with community mental health providers Local Area Networks (LANS) and other relevant community providers (protocols and agreements must assure that each student's privacy is respected to the full extent of Illinois law); the provisions of services in natural settings, such as the school, youth-serving agencies or family home; a point person or coordinator for school mental health activities and school and community partnerships; and a framework for the integration of social and emotional learning and mental health-related initiatives. Explain procedures for assessing and modifying existing protocols and structures for meeting the early intervention mental health needs of students and how these protocols and structures are communicated to school staff, community partners, parents and students.



Initial Budget       Revised Initial Budget  
 Amendment # \_\_\_\_\_

**ILLINOIS STATE BOARD OF EDUCATION**  
 Special Education Services Division  
 100 North First Street, N-253  
 Springfield, IL 62777-0001

**FY 2009**  
**SCHOOL MENTAL HEALTH SUPPORT**  
 Budget Summary and Payment Schedule  
 Use whole dollars only. Omit Commas and Decimal  
 Places, e.g., \$2536

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

PROJECT NUMBER			
FISCAL YEAR <b>09</b>	SOURCE OF FUNDS CODE <b>3990-SO</b>	REGION, COUNTY, DISTRICT, TYPE CODE	LEA SUBMISSION DATE
JOINT AGREEMENT/DISTRICT/AGENCY NAME			
CONTACT NAME		TELEPHONE (Include Area Code)	
E-MAIL		FAX (Include Area Code)	

LINE	FUNCTION NUMBER 1	EXPENDITURE ACCOUNT 2	SALARIES 3	EMPLOYEE BENEFITS 4	PURCHASED SERVICES 5	SUPPLIES & MATERIALS 6	CAPITAL OUTLAY** 7	TOTAL 11	PAYMENT SCHEDULE
			(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	(Obj. 500s)		
2	2110	Attendance and Social Work Services							May
3	2120	Guidance Services							June
7	2210	Improvement of Instructional Services							July
10	2300	General Administration*							August
16	2550	Pupil Transportation Services							September
17	2560	Food Services							October
20	2620	Planning, Research, Dev. & Eval. Servs.							November
24	2900	Other Support Services							December
25	3000	Community Services							January
26	4000	Payment to Other Districts & Govt. Units							February
28	Total Direct Costs								March
30	TOTAL BUDGET								April
									TOTAL
									\$ _____

\*Must not exceed 5% of total budget requested.

\*\*Not applicable to all grants, and in no instances can Capital outlay or Facilities Acquisition & Construction Services be included in the indirect costs application.

\_\_\_\_\_  
 Date      Signature of Superintendent or Administrator

\_\_\_\_\_  
 Date      Original Signature of Division Administrator,  
 Special Education Services Division

JOINT AGREEMENT/DISTRICT/AGENCY NAME
REGION, COUNTY, DISTRICT, TYPE CODE

**FY 2009  
SCHOOL MENTAL HEALTH SUPPORT GRANTS  
BUDGET SUMMARY BREAKDOWN**

Itemize and explain each expenditure amount, including employee benefits. Use additional pages as needed.

FUNCTION NUMBER (1)	EXPENDITURE DESCRIPTION AND ITEMIZATION (2)	SALARIES (3)	EMPLOYEE BENEFITS (4)	PURCHASED SERVICES (5)	SUPPLIES AND MATERIALS (6)	CAPITAL OUTLAY (7)	TOTAL (11)
		(Obj. 100s)	(Obj. 200s)	(Obj. 300s)	(Obj. 400s)	(Obj. 500s)	

## Illinois State Board of Education

**CERTIFICATIONS AND ASSURANCES, AND STANDARD TERMS OF THE GRANT**


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*(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 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 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 45 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 federal agency issuing the grant (e.g., U.S. Department of Education, U.S. Department of Agriculture).
14. All grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Funds granted for the operation of this project and interest earned on those funds 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. Grant funds and earned interest 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 State within 45 days following the end of the grant period.

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.

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. 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.

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 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 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**

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 (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**

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 130/1 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.



**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) 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) 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.

\_\_\_\_\_  
(Name of Applicant)

By: \_\_\_\_\_  
Date Signature of Authorized Official Title

