

**Federal ID: 231669834**  
**Federal Award Number: S425C200013**  
**Federal Award Date: 5/18/2020**  
**Federal Award Agency: US Department of Education**  
**CFDA Number and Title: 84.425C Governor's Emergency Education Relief Fund (GEER Fund)**  
**Vendor Number: 0000119438**

Project #: FA-252-20-0121  
Agency: Downingtown Area SD  
AUN: 124152003  
Original Application

### SPECIAL EDUCATION COVID-19 IMPACT MITIGATION GRANT AGREEMENT

This Special Education COVID-19 Impact Mitigation Grant Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), through its Pennsylvania Department of Education (“Department”), and Downingtown Area SD located at, 540 Trestle Place, Downingtown, PA 19335 ("Grantee").

The Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and has been awarded funds by the U.S. Department of Education for the specific grant program covered by this Agreement, which is The Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, Governor’s Emergency Education Relief Fund.

The parties, intending to be legally bound, agree as follows:

1. Pursuant to this Agreement, Grantee will receive funds in the amount of \$35,858.00 to defray program costs incurred from March 13, 2020 to September 30, 2021.
2. The Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on September 30, 2021, unless terminated earlier in accordance with the terms hereof.
3. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in Appendix B.
4. This Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Agreement:

Appendix A – Special Program Terms

Appendix B – Grantee’s Program Narrative and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

5. Grantee acknowledges having reviewed a copy of the Department’s Master Standard Terms and Conditions, which are available at [www.education.pa.gov/mstc](http://www.education.pa.gov/mstc) and are incorporated by reference into and made a part of this Agreement as if fully set forth herein.

The parties, intending to be bound, subscribe their signatures to this Agreement below.

#### FOR THE GRANTEE

Signature: Emilie Lonardi - Electronic Signature Date: 10/9/2020

Title: Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE COMMONWEALTH**

For the Secretary of Education: Carole Clancy - Electronic Signature Date: 11/9/2020  
Title: Bureau Director

**APPROVED AS TO FORM AND LEGALITY**

Office of Chief Counsel: Patrick Lord - Electronic Signature Date: 11/18/2020  
Department of Education  
Office of General Counsel: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_

Form Approval No. 6-FA-36.0

Comptroller: Karen Leavitt - Electronic Signature Date: 12/17/2020

**Vendor Name: Downingtown Area SD**  
**Address: 540 Trestle Place, Downingtown, PA 19335**  
**Fed ID #: 231669834**  
**Vendor #: 0000119438**

Total amount of Federal funds obligated to grant recipient: \$ \_\_\_\_\_  
If this is for research and development, please check here: \_\_\_\_\_

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
Special Education COVID-19 Impact Mitigation Grant	Federal	FA-252-20-0121	84.425C	\$35,858.00	\$35,858.00

**Grantee agrees to comply with the following terms and conditions:**

1. The development and execution of the program outlined in this Agreement and subsequent reimbursement for such program by the Department will be in accordance with this Agreement's provisions as finally approved by the Department and shall comply with all applicable provisions of federal, state and local laws, the official regulations pertaining thereto, program guidelines and instructions issued by the Pennsylvania Department of Education.
2. Grantee will coordinate and provide equitable services to nonpublic schools as specified in the CARES Act.
3. Grantee will comply with all reporting requirements in relation to program and fiscal components of the CARES Act program as defined by the Department and/or federal governing agencies.
4. Grantee will maintain documentation of expenditures, procurement and activities carried out through this grant for a period of the current year plus six years in accordance with Department guidelines. Grantee will provide records to Department, monitors or federal awarding agency upon request.
5. Grantee will comply with all reporting requirements in relation to any waiver authorized under the CARES Act and applied for and approved through the grantee agency. The Department will provide reporting requirements and due dates when available from the federal awarding agency.
6. Payment to Grantee under this Agreement is contingent upon appropriation and availability of funds to the Commonwealth.

**General Federal Requirements:**

1. Grantee shall use such fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, federal funds paid to the applicant under each such program.
2. Grantee shall comply with the Uniform Grant Guidance – Subpart D (Post Federal Award Requirements) Standards for Financial and Programs, 2 CFR §200.300-§200.345, as applicable.
3. Grantee shall comply with the Uniform Grants Guidance -- Subpart D (Post Federal Award Requirements) methods of procurement to be followed, 2 CFR §200.320.
4. Grantee shall ensure that all written policies and procedures required by the Uniform Grants Guidance for the administration of federal grant dollars are created, approved, implemented and are available for review by monitors.
5. Grantee shall comply with the Uniform Grants Guidance – Subpart E (Cost Principles) 2 CFR §200.400-§200.417 and 2 CFR §200.420-§200.475, as applicable.
6. Grantee shall comply with the Uniform Grants Guidance – Subpart F – Audit Requirements, specifically sections 2 CFR §200.500-§200.512, as applicable.

**Other Federal Requirements:**

1. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state:
  - a. the percentage of the total costs of the program or project that will be financed with federal money;
  - b. the dollar amount of federal funds for the project or program; and
  - c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
2. Grantee shall ensure that its personnel, whose salaries and/or benefits are federally funded are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official business, or from using government supplied electronic equipment to text message or email when driving.
3. Grantee acknowledges that this Agreement may be revised pursuant to ongoing guidance from the relevant federal or Commonwealth agency regarding requirements for the funds subject to this Agreement. Grantee agrees to abide by any such revisions upon written notification from Commonwealth of the revisions, which will automatically

become a material part of this Agreement, without the necessity of either party executing any further instrument.

## Section: Narratives - Program Description

### PROGRAM DESCRIPTION

#### INTRODUCTION

On March 13, 2020, Governor Tom Wolf ordered the closure of all K-12 Pennsylvania schools for ten business days to protect the health and safety of students and school communities during the COVID-19 pandemic. This period of closure was later extended indefinitely, and, on April 9, 2020, Secretary of Education Pedro Rivera ordered all school entities closed through the end of the 2019-20 school year. Signed into law by Governor Tom Wolf on March 27, Act 13 of 2020 required school entities, including school districts and charter schools, to make a good faith effort to plan to offer continuity of education during the period of closure.

Local education agencies (LEAs) made significant efforts during this extended school closure to provide continuity of education, including the provision of a free appropriate public education (FAPE) to the greatest extent possible. The Pennsylvania Department of Education (PDE) recognizes, however, LEAs may have had difficulty delivering FAPE and students with disabilities, in particular, students with complex needs, may have lost skills and/or behaviors and/or failed to make progress. While LEAs transition to implementing reopening plans for the 2020-2021 school year, they continue to face challenges with delivering FAPE and providing services to students with complex needs. As a result, LEAs will need to evaluate the impact of the extended school closure on students with disabilities when schools return to routine in-person instruction and develop enhanced approaches to provide services to students with complex needs during the COVID-19 Pandemic. According to the [U.S. Department of Education's \(USDE\) March 12, 2020 guidance](#), LEAs, in consultation with individualized education program (IEP) teams or appropriate personnel under Section 504, must make an individualized determination whether, and to what extent, compensatory services may be needed as a result of the extended school closure.

The Pennsylvania Department of Education (PDE), Bureau of Special Education is requesting applications from Local Education Agencies (LEAs) in need of financial supports to offset costs associated with the development and implementation of enhanced synchronous instruction and/or a systemic plan to address the need to remedy students' skill and/or behavior loss and/or lack of progress that resulted from the LEA's difficulty delivering a Free Appropriate Public Education (FAPE) during COVID-19 Pandemic.

The purpose of the Special Education COVID-19 Impact Mitigation Grant (SECIM) is to provide fiscal supports to LEAs in order to:

1. Provide enhanced synchronous instruction via advancements to infrastructure and/or resources to bolster remote services and supports for students with complex needs and/or
2. Provide services and supports to students with disabilities that evidenced a loss in skills and/or behavior and/or lack of progress due to the mandatory school closures following a skill recoupment period and delivered beyond the school day.(i.e., before school, after school, Saturdays, school breaks, summer 2021)

Local Education Agencies, including school districts, charter schools and cyber charter schools are eligible to apply. These entities are responsible for delivering FAPE.

Funds would be allocated based on a formula using the following factors:

- Aid Ratio of the Entity
- Students with Complex Needs Factor
- Equitable Services Factor

**LEAs/Charters may plan individually or may work in consortiums to maximize the efforts, but funds will go directly to the LEA.**

## **GRANT PRIORITIES**

### **1. What is the LEA/Charter's plan to Identify students who will benefit from this grant: Students need to be identified as youth with disabilities who:**

- have difficult accessing FAPE in a remote environment
- evidenced lost skills and/or behaviors and/or failed to make progress after the LEA's established recoupment period
- have aged out during the 2019-2020 school year and is in need of CCS services
- experienced a delay in an initial evaluation due to the extended school closure and therefore, experienced a lack of progress

1 & 2. Downingtown Area School District collects progress monitoring data on students receiving special education services to determine progress towards goals on a regular basis. This data will be compared to our spring data to determine any areas of regression and also identify the rate of progress towards goals. Data for fall will be collected from September - November to determine the effectiveness of instruction. Data collection forms and determination flowcharts have been provided to teachers to facilitate this data collection and analysis. We will look at students who: A. Demonstrating regression in any goal area B. Demonstrating a lack of progress towards current goals C. Demonstrating a lack of engagement in the educational process 3. Families and students who aged out during the 2019-2020 school year will receive a letter regarding availability of compensatory services. Students interested in services would receive updated assessments to determine regression from spring data points to updated data points to determine eligibility. 4. The district has identified initial evaluations for students in the 2019-2020 school year where testing was not able to be completed. These evaluations are a high priority to complete for the district and screening data from the fall will be compared to the last screening data obtained prior to the mandated closure to determine regression or lack of progress that would require compensatory services.

### **2. How will the LEA/Charter address the barriers to FAPE during remote instruction for students with complex needs(A) and/or students' with disabilities that evidence loss of skills/behaviors and/or failure to make progress(B).**

#### **A. Enhance synchronous instruction**

- Training/support to school teams regarding best practices in synchronous instruction for students with complex needs

- Parent Information Session provided to parents.
- Determination and timeline for identification for implementation of plan(s)
- Identification of infrastructure enhancements
- Identification of remote services resources
- Identification of services delivery model
- Identification of staff necessary involved

1. Professional Development Sessions held for staff: A. On newly acquired cameras to be used for hybrid instruction B. 2 Full day PDs that covered: universal design, accommodations online, social-emotional strategies in the classroom, Schoology (student platform) and Zoom Training C. Lesson planning training during a hybrid model 2. Recorded presentations regarding what a hybrid model will look like for students, presentations at board meetings and FAQs distributed to the community have helped keep parents informed as to student supports during synchronous instruction. 3. For compensatory services, the following timeline has been adopted. The district will be transitioning from online to a hybrid model on 10/26 (elementary) and 11/9 (secondary). Special education students will have the option to return for 4 days of in-person instruction with just 1 day online. August: Professional development for administrators and special education teachers regarding compensatory services September 15: Latest date to begin progress monitoring towards IEP goals. It will be important to allow students some adjustment time at the start of school before starting assessments including progress monitoring. October 14: During professional development teachers will complete Compensatory Services Worksheet for caseload. October 16-November 9: Supervisors will meet with teachers to review the Compensatory Services Worksheets and determine next steps for providing services to students that November 30: Compensatory services determination letter sent to parents to begin the IEP team meeting process for determining services. December-Summer 2021: implementation of compensatory services for students. How COVID-19 impacts the remainder of the school year will determine the different methods employed to support delivery of compensatory services. 4. Many enhancements have been identified through our online experiences since March. We have upgraded our Zoom accounts to create a better student experience, purchased cameras for teachers to provide better quality viewing and allow teachers to do demonstrating with manipulatives in the online environment. We also worked with our hearing support teachers to ensure assistive technology is working in the online setting for students. We will continue to provide avenues for student, teacher and parent feedback regarding the online components that support our online learning to make improvements. Our technology department provides drive up tech support and has an online system for students to report issues with our technology infrastructure. 5. Through collaboration with our curriculum and technology department, we continue to develop apps and device enhancements to support our students during virtual instruction. We also work with our related services providers and our intermediate unit to identify necessary staff to support students with varying needs including: vision, hearing, behavioral and attendance concerns. 6. Services for compensatory services will be delivered through an in-person model. We will identify the number of students who need compensatory services in late November and gather information about the number and goal areas that need to be addressed. From there, we will identify instructional groups as allowable and outline what skills need to be addressed. Services will be delivered outside of the core instructional day and we will offer before and after school options for services. If we are unable to provide in-person instruction due to future closures related to the pandemic, we would look to offer compensatory services once school is able to resume and possibly into summer if necessary.

7. We have identified that we will require: special education teachers, related service providers, intermediate unit support, administrators, paraprofessionals and technology technicians to support students in our virtual environment.

**AND/OR**

**B. LEA Systemic Approach to Covid-19 Compensatory Services**

- Training/support to school teams regarding the components of CCS (mandatory attendance at Grant Presentation)
- Engagement of Family/Caregivers/Parent Information Session provided to parents.
- Determination and timeline for identification for implementation of plan(s)
- Identification of services delivery model and systemic approach to provide CCS to students
- Identification of staff
- Data Collection
- Engagement of Educational/Agency Partners, as appropriate(Optional)

1. Director of Pupil Services attended the mandatory training on 9/23/2020. Teachers and administrators received a training in August to present an overview of compensatory services for students. Special education teachers will receive additional training in analyzing data on 10/14/2020 and receive planning time to analyze collected data in November. 2. The district will provide an informational session to parents in early November providing detailed information about compensatory services. This information will be made available following the presentation for continual review. 3. The timeline for compensatory services is as follows: August: Professional development for administrators and special education teachers regarding compensatory services September 15: Latest date to begin progress monitoring towards IEP goals. It will be important to allow students some adjustment time at the start of school before starting assessments including progress monitoring. October 14: During professional development teachers will complete Compensatory Services Worksheet for caseload. October 16-November 9: Supervisors will meet with teachers to review the Compensatory Services Worksheets and determine next steps for providing services to students that November 30: Compensatory services determination letter sent to parents to begin the IEP team meeting process for determining services. December-Summer 2021: implementation of compensatory services for students. How COVID-19 impacts the remainder of the school year will determine the different methods employed to support delivery of compensatory services. 4. The delivery model will be in-person instruction that does not supplant core instruction. This may be offered through before and after school sessions and potentially could take place in the summer depending on the district's ability to provide in-person instruction. Duration and frequency for services will be determined through data collection in the fall and at IEP team meetings. 5. Staffing for compensatory services will take place through identifying current staff that wish to participate in compensatory services instruction. After determining the needs of our students, additional staff will be acquired with the support of our Human Resources Department. 6. Data collection forms have been created for teachers to facilitate this collection. Additionally, we will use our already established methods for collecting student data. Data collection tools are identified based upon the student's area of need. The frequency of data collection will occur in accordance with the students IEP.



**3. How does the LEA/Charter School intend to measure the effectiveness of the use of the grant allocation?**

The effectiveness of our compensatory services implementation will be measured through the data representing the progress towards goals for our students who receive compensatory services. We have developed data collection forms to support the systematic review of student data. We will also report out student progress in our progress reports that are distributed at each marking period.

## Section: Narratives - Assurances

### ASSURANCES

#### ASSURANCES

1. Assurance that all activities and expenditures of funds conducted in association with the program are in direct compliance with the provisions of the funding authorities.
2. Assurance that reporting requirements will be submitted in a timely manner. Such reporting includes but is not limited to:
  - a. Efficacy and outcome data as directed by the funder and
  - b. Summative report on specified activities and budget expenditures in a format to be provided by the grantor.
  - c. All grant reporting requirements.
3. Assurance that program staff will participate in all required PDE/PaTTAN training and technical assistance activities.

LEAs receiving GEERS funds will provide equitable services to students and teachers in nonpublic schools as required under 18005 of Division B of the CARES Act.

Yes

LEAs that receive more than \$150,000 in CARES Act funds will complete quarterly reports, including the following data: (LEAs receiving less than \$150,000 please select 'NO')

- The total amount of funds received, the amount spent or obligated for each project or activity,
- A detailed list of all projects or activities supported with CARES Act funds
  - ◊ including: Name
  - ◊ Description
  - ◊ Estimated number of jobs created or retained (where applicable)
- Detailed information on subcontracts and subgrantees, including FFATA data elements, as prescribed by OMB.

Yes

LEA will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID- 19.

Yes

The LEA will cooperate with any examination of records with respect to such funds by making records

available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

Yes

The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

Yes

LEA maintains inventory records, purchase orders and receipts for equipment (over \$5,000) purchased and Computing Devices and Special Purpose Equipment (\$300 - \$4,999) and will conduct a physical inventory every two year.

Yes

The LEA will comply with all reporting requirements, including those in Section 15011(b)(2) of Division B of the CARES Act, and submit required quarterly reports to the Secretary at such time and in such manner and containing such information as the Secretary may subsequently require. (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future, which may include: the methodology LEAs will use to provide services or assistance to students and staff in both public and nonpublic schools, the uses of funds by the LEAs or other entities and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.

Yes

Any LEA receiving funding under this program will have on file with the SEA a set of assurances that meets the requirements of section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e).

Yes

To the extent applicable, an LEA will include in its local application a description of how the LEA will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.

Yes

**Section: Narratives - Allowable Usage of Funds**

**ALLOWABLE USAGE OF FUNDS**

The following terms will apply:

- Equipment costs, clothing, gift cards, food and entertainment, and student salaries are not allowable expenses.
- General supplies must be purchased prior to September 30, 2021.
- Awarding of funds will be based on a needs-based formula to allocate funds to priority, highest need LEAs. Considerations for funding, include
  - Aid Ratio of entity
  - Students with Complex Needs Factor
  - Equitable Services Factor

**FUND USAGE CATEGORIES**

Please select categories from the list below in which your Agency/LEA will be using these funds.

- Books, Periodicals
- General Supplies
- Professional Development
- Resources
- Salaries
- Technology

Based on your selections above, please complete the table by identifying categories of usage, and providing a description of how your LEA will utilize the funds. (For the description there is a maximum of 1000 characters.)

\*For consortium applications, please include a line for each applicable LEA/Usage combination

LEA Name	Allowable Usage of Funds	Description (1000 max characters)
Downingtown Area School District	Resources	Funds will be used to purchase curricular resources as necessary for students to receive instruction for compensatory services.
Downingtown Area School District	Salaries	Funds will be used to facilitate staffing for compensatory services instruction for students.

<b>LEA Name</b>	<b>Allowable Usage of Funds</b>	<b>Description (1000 max characters)</b>
Downingtown Area School District	Technology	Funds will be used to purchase additional technology or online licenses as necessary to facilitate compensatory services instruction.

**Section: Nonpublic Organizations - Nonpublic Equitable Services**

**NONPUBLIC EQUITABLE SERVICES**

**NONPUBLIC EQUITABLE SERVICES**

An LEA receiving GEER Funding will provide equitable services to students and teachers in nonpublic schools as determined through timely and meaningful consultation with representatives of nonpublic schools.

Section 18005 of the CARES Act requires school districts that receive grants funded by the Governor's Emergency Education Relief Funds Grants (GEERF), provide equitable services in the same manner as provided under Section 1117 of ESEA, which means in the same manner as equitable services are provided in Title I, Part A.

The equitable services provided to nonpublic school students and teachers should be determined in consultation with nonpublic school representatives. School districts may provide services directly or may contract with a public or private entity after following the appropriate procurement procedures to deliver the services



**CHECK HERE** - If your funding for this program is \$26,710 or LESS. (Allocations under this amount are not funded by CARES Act dollars, and are exempt from Nonpublic Equitable Services requirements.) ***\*\*If checked, mark this section complete at the bottom and proceed to the next section. \*\****



**CHECK HERE** - if your LEA does NOT provide equitable services to nonpublic students and teachers as described in CARES Act Program. *LEAs should only check this box if they had NO participating low-income nonpublic students reported in the 2019-20 Title I program. ***\*\*If checked, mark this section complete at the bottom and proceed to the next section.\*\*****

The LEA will ensure that a public agency will maintain control of funds for the services and assistance provided to a nonpublic school under the GEERS Fund.

Yes

The LEA will maintain control of materials, equipment, and property purchased with GEERS funds.

Yes

The LEA will ensure that services to a nonpublic school with GEERS funds will be provided by a public agency directly, or through contract with, another public or private entity.

Yes

**NONPUBLIC EQUITABLE SHARE**

In the original guidance set forth in July of 2020 Interim Final Rule (IFR) by USDE, districts were given two options when calculating the Nonpublic Equitable Share. Option 1 equitable services is based on Title I, Part A low-income participating numbers. Option 2 was based on the total enrollment of all participating nonpublic schools in the district, compared to the total enrollment in both public and participating nonpublic schools in the district, regardless of the student's poverty level.

Based on the September 4, 2020 outcome of *NAACP v. DeVos*, the U.S. District Court for the District of Columbia issued an order vacating the Interim Final Rule. Accordingly, the IFR is no longer in effect. Equitable services calculations are based on the 2018-19 enrollment of low-income students of nonpublic schools that participated in 2019-20 Title I, Part A programming. Option 2 is no longer in effect and LEAs are not expected to calculate the difference and hold that amount in reserve.

PDE has posted a document "Guidance on Calculating and Administering Equitable Shares Reservations" that was updated September of 2020 to reflect USDE Interim Final Rule on the CARES Act section of the website. The full FAQ can be found by following this [Link to Equitable Service FAQs](#).

**EQUITABLE SHARE CALCULATION (Option 1)**

Determine your LEA's 'Nonpublic Per Pupil Amount' in the chart below by entering data for your LEA. Then, enter the total number of low-income students enrolled in public schools, followed by the total number of low-income students enrolled in all nonpublic schools, who wish to participate in the GEERS CARES Act program.

Agency/LEA Name	Allocation	Total Low Income Public Students	Total Low Income Nonpublic Students	Nonpublic Administration Costs	Nonpublic Equitable Share	Nonpublic Per Pupil Amount
Downingtown Area School District	35,858	1,159	7		215	30.75

**EQUITABLE SHARE CALCULATION (Option 2)**

Based on the order vacating the Interim Final Rule, Option 2 is no longer in effect and LEAs **ARE NOT** expected to calculate the difference and hold that amount in reserve.

**\*\*\*\*DO NOT COMPLETE\*\*\*\***

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Agency/LEA Name	Allocation	Total Enrolled Public Students	Total Enrolled Nonpublic Students	Total Administration Costs (Public + Nonpublic)	Nonpublic Equitable Share	Nonpublic Per Pupil Amount

**GEERS FUNDS AFFIRMATION OF CONSULTATION FORM**

Please upload your GEERS Affirmation of Consultation signed electronically\* by the LEA and Nonpublic Officials



**Nonpublic Institutions**

**Agency: Downingtown Area SD**

**Nonpublic Institution: St Elizabeth Parish School**

**Allocation Amount: 0.00**

**Section: Nonpublic Organizations - Nonpublic Organizations**

**NONPUBLIC ORGANIZATIONS - EQUITABLE SHARE**

Calculate the Nonpublic Equitable Share due to this nonpublic organization.

- Enter the Nonpublic Per Pupil amount from the Nonpublic Equitable Share section\*
- Enter Nonpublic students enrolled in this organization from the LEA
- Click Save - Nonpublic Organization Equitable Share is calculated automatically

	<b>Nonpublic Per Pupil Amount</b>	<b>Nonpublic Students in this Building</b>	<b>Nonpublic Organization Equitable Share</b>
<b>Calculation</b>	30.75	15	461.25

**Section: Budget - Public Instruction Expenditures**

**BUDGET OVERVIEW**

**Budget**

\$35,858.00

**Allocation**

\$35,858.00

**Budget Over(Under) Allocation**

\$0.00

**PUBLIC INSTRUCTION EXPENDITURES**

Please complete the budget below including Public expenditures ONLY.

Function	Object	Amount	Description
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	100 - Salaries	\$31,396.75	To pay for compensatory services instruction for students.
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$2,000.00	For purchasing curricular materials to support instruction
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	700 - Property	\$2,000.00	For purchasing technology to enhance instruction
		<b>\$35,396.75</b>	

**Section: Budget - Nonpublic Instruction Expenditures**

**BUDGET OVERVIEW**

**Budget**

\$35,858.00

**Allocation**

\$35,858.00

**Budget Over(Under) Allocation**

\$0.00

**NONPUBLIC INSTRUCTION EXPENDITURES**

Please complete the budget below including Nonpublic expenditures ONLY.

Function	Object	Amount	Description
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$150.00	For technology supports to enhance instruction for students with disabilities
1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	500 - Other Purchased Services	\$150.00	To support activities for students with complex needs
		<b>\$300.00</b>	

**Section: Budget - Public Support and Non-Instructional Expenditures**

**BUDGET OVERVIEW**

**Budget**

\$35,858.00

**Allocation**

\$35,858.00

**Budget Over(Under) Allocation**

\$0.00

**PUBLIC SUPPORT AND NON-INSTRUCTIONAL EXPENDITURES**

Please complete the budget below including Public expenditures ONLY.

Function	Object	Amount	Description
		\$	
		<b>\$0.00</b>	

**Section: Budget - Nonpublic Support and Non-Instructional Expenditures**

**BUDGET OVERVIEW**

**Budget**

\$35,858.00

**Allocation**

\$35,858.00

**Budget Over(Under) Allocation**

\$0.00

**NONPUBLIC SUPPORT AND NON-INSTRUCTIONAL EXPENDITURES**

Please complete the budget below including Nonpublic Equitable Services expenditures ONLY.

Function	Object	Amount	Description
2600 - Operation and Maintenance	600 - Supplies	\$161.25	for purchasing cleaning supplies for classrooms.
		<b>\$161.25</b>	

**Section: Budget - Budget Summary**

**BUDGET OVERVIEW**

**Budget**

\$35,858.00

**Allocation**

\$35,858.00

**Budget Over(Under) Allocation**

\$0.00

**BUDGET SUMMARY**

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
1000 Instruction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1100 REGULAR PROGRAMS – ELEMENTARY / SECONDARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1200 SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	\$31,396.75	\$0.00	\$0.00	\$0.00	\$150.00	\$2,150.00	\$2,000.00	\$35,696.75
1300 Vocational Education	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1400 Other Instructional Programs – Elementary / Secondary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1500 * NONPUBLIC SCHOOL PROGRAMS (For IU and school district use only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
1600 * ADULT EDUCATION PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1700 Higher Education Programs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1800 Pre-K	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2100 SUPPORT SERVICES – STUDENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2200 Staff Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2300 SUPPORT SERVICES – ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2400 Health Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500 Business Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2600 Operation and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$161.25	\$0.00	\$161.25
2700 Student Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2800 Central Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON- INSTRUCTIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	100 Salaries	200 Benefits	300 Purchased Professional and Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues and Fees	700 Property	Totals
<b>SERVICES</b>								
3100 Food Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3200 Student Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>\$31,396.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150.00</b>	<b>\$2,311.25</b>	<b>\$2,000.00</b>	<b>\$35,858.00</b>
<b>Approved Indirect Cost/Operational Rate: 0.0000</b>								<b>\$0.00</b>
<b>Final</b>								<b>\$35,858.00</b>



## **Payment Terms, Responsibilities and Contact Information**

### **1. PROJECT OFFICER:** The person designated to act for the Department in managing this contract is:

Delmar Hart  
Email Address: dehart@pa.gov  
Phone number: 717-772-1114

### **2. TERMS OF PAYMENT:**

- a. All grants are placed on a system of scheduled payments to provide operating funds during the period of the Agreement. Monthly payments are determined by dividing the approved amount by the number of months during the term of the Agreement. Payments will be initiated by the Comptroller's Office after arrival of each fully executed Agreement.
- b. The Grantee shall implement a cash management system that will ensure that only the minimum amount of cash required to effectively operate the program is requested and/or kept on hand. Failure to implement and maintain such a system can result in the Grantee being suspended until an adequate cash management system has been implemented.
- c. During the life of this Agreement, unless otherwise provided in Program Guidelines, the Grantee shall submit the following financial reports to the Comptroller's Office or the Department:
  1. Reconciliation of Cash on Hand Quarterly Report PDE Form No. 2030, and
  2. Final Expenditure Report.
- d. The Grantee will conform to all policies and guidelines cited in the Department's individual program Policies and Procedures and/or instructions associated with the Reconciliation of Cash on Hand Quarterly Report, and Final Expenditure Report concerning the financial reports described in Paragraph 2(c), above.
- e. The Department reserves the right to disapprove any expenditures by the Grantee that are not in accordance with this Agreement.

### **3. FUNDING LEVEL**

- a. **THE TOTAL COST TO THE DEPARTMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

- b. **FUNDING INCREASE** – If the Department determines that additional Federal or State program funds are available for use under this Agreement, the Department may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 4 (“Funding Adjustments”).
- c. **FUNDING DECREASE** – The Department reserves the right, at its sole discretion, to reduce the total cost

of this Agreement when:

1. During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; or
2. The Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Department after Execution of this Agreement hereunder; or
3. The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 4 (“Funding Adjustments”).

- d. **UNEXPENDED FUNDS** – The Grantee understands and agrees that unexpended funds that are subject to the Tydings Amendment (20 U.S.C. §1225) may be carried over into the school year following the term of this Agreement. Regarding funds that are not subject to Tydings and remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the program or project’s ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.
- e. **WITHHOLDING OF FUNDING** – Without limitation of any other remedies to which it is entitled hereunder or at law, the Department shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, for any of the following reasons, without limitation:
  1. failure of the Grantee to fulfill in a timely and proper manner its obligations hereunder;
  2. violation of laws, regulations or polices applicable to the grant or to the implementation of the program or project funded under this Grant Agreement; and
  3. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement.

#### 4. FUNDING ADJUSTMENTS

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase:**

1. The Department shall notify the Grantee in writing of any funding increases under this Agreement.
2. Upon receipt of this notice the Grantee shall revise and submit to the Department a revised Program Summary Budget and if necessary, any revised pages of the Narrative that shall reflect the increase of funds.
3. Funding increases will take effect upon Department's receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease:**

1. The Department shall notify the Grantee in writing of any funding decreases.
2. Funding decreases will be effective upon receipt by the Grantee of the Department's funding decrease notice.

3. Funding decrease notices shall be incorporated in and made part of this Agreement.

c. **Transfer of funds among cost categories and/or object codes:**

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.