

Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Funding Agreement between Chester County Intermediate Unit  
and Downingtown Area School District

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CHESTER COUNTY INTERMEDIATE UNIT, 455 Boot Road, Downingtown, PA 19335 (CCIU) and DOWNINGTOWN AREA SCHOOL DISTRICT, 540 Trestle Place, Downingtown, PA 19335 (District).

WHEREAS, Chester County has been appropriated funds from the Coronavirus Relief Fund (the “CRF Funds”) under Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Air, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the County has contracted with CCIU to pass through up to \$10,000,000.00 of the CRF Funds to be distributed to the County’s twelve (12) public school districts in amounts determined by the County; and

WHEREAS, the CRF Funds may only be utilized by District as provided by the County and CARES Act, as set forth in this Agreement.

NOW THEREFORE, for and in consideration of the premises and promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Funds to District. Chester County approved allocation of Coronavirus Aid, Relief, and Economic Security Act (hereinafter, CARES) funds to the public school districts of Chester County and authorized the Chester County Intermediate Unit (CCIU) to distribute these funds based on Pennsylvania Department of Education formula for Title I Funds. District understands and agrees that funds in the amount of \$449,950.25 provided to District by the CCIU pursuant to this Agreement are federal funds under CARES. In the event of any non-appropriation, defunding, or other failure of the county, state or federal governments to distribute the funds, the CCIU will not be responsible to District for the amount of the payment set forth herein.

2. Use of Funds. For the purposes of this Agreement, expenditures of CARES dollars shall be used by or before December 30, 2020 only to reimburse the District for expenses which are Eligible Expenses and which are specifically described below (“Reimbursable Expenses”); funds not so expended will be returned to the County:

- a. Purchasing of cleaning and sanitizing products that meet the Centers for Disease Control and Prevention of Pennsylvania Department of Health criteria for mitigating COVID-19 and to support eventual in-person education;
- b. Training and professional development of staff regarding sanitation and minimizing the spread of infectious diseases related to mitigating COVID-19 infections and to support eventual in-person education;
- c. Purchasing of personal protective equipment; thermometers, infrared cameras and other items for the purpose of mitigating the spread of COVID-19 and to support eventual in-person education;
- d. Modifications of existing areas to effectuate appropriate social distancing to ensure the health and safety of students and staff from COVID-19 infection and to support eventual in-person education;
- e. Providing mental health services and supports, including trauma-informed approaches

- for students impacted by the COVID-19 disaster emergency;
- f. Purchasing educational technology for distance learning or internet connectivity services for students in qualifying low-income families\* (to be determined by the District using parameters for housing assistance, free and reduced lunches, and/or other applicable programs) to ensure the continuity of education during the COVID-19 disaster emergency; and
  - g. Other Eligible Expenses approved in writing by the County's Project Lead within five business days. Under this option, the District understands the CCIU will have to apply to the County for its approval of any such expenditure(s) as Reimbursable Expenditures, which may delay or prevent distribution of such funds. Applications under this category are discouraged and are done at the District's own risk.

**\*Eligible Expenses under paragraph (f) for internet connectivity shall be given priority by the District. To that end, prior to requesting reimbursement for Eligible Expenses under the other paragraphs above, the District shall determine (in its own discretion) that, to the extent practicable, it has reasonably provided for internet connectivity for all students from qualifying low-income families.**

3. Compliance with Laws and Regulations. The District agrees that it will comply with all procedures outlined by the CCIU and all regulatory aspects of the laws, corresponding regulations, and including any and all amendments and interpretations, as well as any other applicable law and regulations. The District acknowledges the United States Department of Treasury has issued guidelines for states that are recipients of CARES dollars and all recipients of CARES funds must adhere to these guidelines. The District further acknowledges its information will be used to submit regular reports to the County of Chester. All information provided by the District is subject to the Pennsylvania Right to Know Law and may be used for publications.

4. Responsibilities of the District.

- a. The District shall establish, maintain and adhere to a budget for the expenditure of the funds provided herein.
- b. The District will establish and maintain such records as required to permit the CCIU to comply with its Agreement with the County and any applicable laws.
- c. Receipt of CRF Funds under this Agreement and entry into the agreement to receive such funds shall be approved by the District's Board of Directors.
- d. The District will provide reports to the CCIU by October 1st, November 1st and December 1st showing, as of the end of the preceding month, all requests for CRF Funds under this Agreement, including supporting documentation satisfactory to the CCIU and representation that the funds have been or will be used for a purpose set forth in paragraph 2 of this Agreement.
- e. The reports provided to the CCIU shall include a certification by the District that it has incurred Reimbursable Expenses in the amounts shown in such report and was eligible for payment of such Reimbursable Expenses under the terms of this Agreement.

5. Audit. The District will be subject to and will fully cooperate with the County and CCIU in responding to any audit of the County and/or CCIU related to the CRF Funds and shall maintain records with respect to all requests for and payments of CRF Funds under this agreement to allow the County and/or CCIU to demonstrate that the CRF Funds have been used in accordance with this Agreement and the CARES Act. Any final audit disallowances imposed on the CCIU resulting from its reimbursements to the

District for expenditures under this Agreement shall be the responsibility of the District, and the District hereby agrees to reimburse the CCIU on a timely basis, defined as within 90 days, if any such costs are disallowed. The CCIU agrees to contest any disallowed costs to the extent possible, and the District agrees to cooperate and assist in such defense. The CCIU agrees to cooperate with the District in resolving any proposed disallowances the auditors of the District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities, but the Chester County Intermediate Unit shall not be held liable by the District for such disallowed costs. The parties agree to exchange copies of the 2019-2020 and future 2020-2021 Single Audit Reports as they pertain to this Agreement.

6. Indemnification. To the extent permitted by law, District agrees to indemnify, protect, defend and save harmless the CCIU, it's directors, officers, agents, workers, servants and employees of and from any and all claims, demands causes of action, suits, damages, costs, expenses, including reasonable attorneys' fees, which may arise from its actions or omissions arising from or related to this Agreement (which shall specifically include any requirement by the United States Treasury Department that the District, CCIU or County refund any CFR Funds as a result of non-compliance by the District with the terms of this Agreement), excepting those arising from the negligent acts or omissions of the CCIU, it's directors, officers, agents, workers, servants and employees, other than from entering into the within Agreement.

7. Contact Information. The persons designated to act for the CCIU and District, respectively are:

For the CCIU:  
Joseph P. Lubitsky  
Director of Administrative Services  
455 Boot Road  
Downingtown, PA 19335  
JoeL@cciu.org  
484-237-5070

For the District:  
Mr. David Matyas  
Business Manager  
540 Trestle Place  
Downingtown, PA 19335  
610-269-8460 x6221

8. No Third-Party Beneficiaries. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County, the CCIU or District.

9. Amendment. This Agreement may be amended only by mutual agreement expressed in writing and signed by the parties.

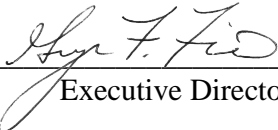


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

DOWNTOWN AREA SCHOOL DISTRICT

CHESTER COUNTY INTERMEDIATE UNIT

By:   
Superintendent

By:   
Executive Director

Date: October 16, 2020

Date: 11/18/2020