

**American Rescue Plan Elementary and Secondary Schools Emergency
Relief Fund – Homeless Children and Youth (ARP-HCY)
GRANT AGREEMENT**

This 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”).

WHEREAS, 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

WHEREAS, the Department has been appropriated funds by the General Assembly for the specific grant program covered by this Agreement, which is CFDA #: 84.425W American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY).

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. Pursuant to this Agreement, this grant shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. The Grant Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on September 30, 2024 unless terminated earlier in accordance with the terms hereof.
2. The Grantee will receive funds in the amount of \$16,267.00 and shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. 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.

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3. 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

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

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

FOR THE GRANTEE

Signature: Emilie Lonardi - Electronic Signature Date: 3/24/2022
Title: Superintendent
Signature: _____ Date: _____
Title: _____

FOR THE COMMONWEALTH

For the Secretary of Education: Carmen Medina - Electronic Signature Date: 3/24/2022
Title: Education Executive 1

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel: Patrick Lord - Electronic Signature Date: 4/5/2022
Department of Education
Office of General Counsel: _____ Date: _____
Office of Attorney General: _____ Date: _____

Form Approval No. 6-FA-51.0

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds in the amount of \$16,267.00

Comptroller: Rick Zettlemyer - Electronic Signature Date: 4/20/2022

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
American Rescue Plan ESSER Fund – Homeless Children and Youth (ARP-HCY)	Federal	FA-181-21-2122	84.425W	\$16,267.00	\$16,267.00

Special Program Terms

1. Grantee must use these grant funds to implement the American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY) requirements.
2. Grantee must adopt policies and practices to ensure that homeless children and youth are not isolated or stigmatized.
3. Grantee must provide the ARP-HCY I/II staff access to data concerning the number of homeless children and youth, including homeless preschoolers, which are provided assistance from the grant.
4. Grantee must provide equal opportunities to participate for all eligible students, teachers and other program beneficiaries in any project or activity carried out under this grant.
5. Grantee must comply with all requirements mandated by the Pennsylvania Department of Education (PDE) and the U.S. Department of Education, including the Uniform Grant Guidance. The Grantee must comply with all applicable federal and state laws, regulations, and non-regulatory guidance and ECYEH Program policies including but not limited to the quality control procedure, student eligibility determinations and fiscal process.
6. Federal funds received under this contract will be used only for programs and projects, in accordance with 20 U.S.C. §6396(b)(1). [20 U.S.C. §6394(c)].
7. Grantee must use the results of the assessments carried out pursuant to 20 U.S.C. §6394 and 34 CFR §200.84 to improve the services provided to homeless children.
8. Equipment and supplies purchased with funds provided under this Grant shall be used only for grant program purposes, and in a manner consistent with relevant restrictions contained in federal statutes and regulations. Title or ownership of the equipment and supplies shall be with the PDE. Grantee shall request pre-approval from the ECYEH State Director for disposal or recycling of all inventories. Grantee shall develop and maintain a
9. All technology expenditures, including hardware, software, licenses, cameras, scanners, cell phones, etc., must be justified and pre-approved by the ECYEH State Director.
10. Grantee must provide the PDE with monthly fiscal and end-of-year program progress reports in a timely and appropriate manner.
11. Budget Revisions may be made to the estimated budgets at any time during the grant but no later than 10 days prior to the expiration date of the grant. Any deviation from the original budget that was signed by all parties, requires a budget revision.
12. Grantee must provide fiscal management and fiscal reports, as requested by PDE. Grantee shall use fiscal control and accounting procedures, which will assure proper disbursement of funds provided.
13. Grantee must administer program in accordance with all federal and state statutes and regulations applicable to this program, unless the requirement of any statute or regulations, has been expressly waived in writing by PDE.
14. Grantee must use fiscal control and fund accounting procedures to ensure proper disbursement of, and accounting for, federal funds paid to the applicant under each such program.
15. Grantee must ensure that the corrections of deficiencies in program operations that are identified through audits, monitoring, or evaluation are implemented.
16. Grantee must cooperate fully with all evaluators or monitors during any state or Federal evaluation of any program consolidated hereunder.
17. 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.

Turnover Provision

Grantee must prepare a Turnover Plan and provide it to the PDE within 90 days of this grant's start date for review and approval.

Grantee must be able to make an orderly and smooth transition to a new Grantee upon termination of the Grant Agreement.

Grantee must do the following:

1. Provide PDE with a complete inventory list of all items purchased with ECYEH funds. This includes computers, printer, scanners, furniture, office supplies, books, curriculums, etc.
2. Transfer all equipment items to PDE or to any area specified by PDE.
3. Cooperate with the Commonwealth and supply the Commonwealth and/or its successor Grantee with all information required by the Commonwealth or its successor Grantee during the turnover process.
4. Any data files inherent to the continuation of services must be returned to the Commonwealth or provided to the new Grantee in their entirety and in usable form 30 days before termination of the Grant Agreement.
5. Provide the successor Grantee with all material produced or compiled by Grantee in accomplishing this Project and relinquish ownership thereof to the successor Grantee on or before termination of the Agreement.
6. Pay all costs related to the transfer of materials and responsibilities to its successor Grantee.

Uniform Guidance Specific Conditions

Grantee acknowledges the following additional requirements set forth in 2 CFR §200.208:

1. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, under the following circumstances:

Based on the criteria set forth in §200.206 Federal awarding agency review of risk posed by applicants.

- a. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a federal award.
 - b. When an applicant or recipient fails to meet expected performance goals as described in §200.211; or
 - c. When an applicant or recipient is not otherwise responsible.
2. These additional Federal award conditions may include items such as the following:
 - a. Requiring payments as reimbursements rather than advance payments.
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
 - c. Requiring additional, more detailed financial reports.
 - d. Requiring additional project monitoring.
 - e. Requiring the non-Federal entity to obtain technical or management assistance; or
 - f. Establishing additional prior approvals.

Section: Narratives - Narrative Upload

Upload the Narrative in the space below by following these steps:

- 1. click the 'Upload File' button at the bottom of the screen; a computer dialog box will appear.**
- 2. through the dialog box, navigate to the documents you want to attach to the application.**
- 3. click 'Open' at the bottom of the dialog box to attach the selected document to the application.**

CHECK HERE - To confirm that you have uploaded your narrative PDF document.

Section: Budget - Salary Expenditures

Salary Expenditures

Budget

\$16,267.00

Allocation

\$16,267.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

***Note 2/17 - Budget values should be rounded to the nearest whole value. Decimals were mistakenly included at open, and have been removed.**

Employee Title	Function	Object	%	Pay Per Hour	Hours Per Week	# of Weeks	Amount
Home & School Visitor	3300 - Community Services	100 - Salaries	14	30	2	40	2,400.00
							2,400.00

Section: Budget - Benefit Expenditures

Benefit Expenditures

Budget

\$16,267.00

Allocation

\$16,267.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Employee Title	Function	Object	%	Benefit-Cost per Hour	Hours Per Week	# of Weeks	Amount
Home & School Visitor	3300 - Community Services	200 - Benefits	3	8	2	40	640.00
							640.00

Section: Budget - Other Expenditures

Other Expenditures

Budget

\$16,267.00

Allocation

\$16,267.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Function	Object	Rate	Number of Months	Total Amount
1000 - Instruction	500 - Other Purchased Services	350	10	3,500.00
1000 - Instruction	600 - Supplies	130	10	1,300.00
3300 - Community Services	600 - Supplies	560	10	5,600.00
3300 - Community Services	500 - Other Purchased Services	80	10	800.00
3300 - Community Services	600 - Supplies	27	1	27.00
2700 - Student Transportation	500 - Other Purchased Services	200	10	2,000.00
				13,227.00

Section: Budget - Budget Summary

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	\$3,500.00	\$1,300.00	\$0.00	\$4,800.00
1190 FEDERALLY FUNDED REGULAR PROGRAMS	\$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
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	\$0.00	\$0.00	\$0.00
2700 Student Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2800 Central Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services	\$2,400.00	\$640.00	\$0.00	\$0.00	\$800.00	\$5,627.00	\$0.00	\$9,467.00
	\$2,400.00	\$640.00	\$0.00	\$0.00	\$6,300.00	\$6,927.00	\$0.00	\$16,267.00
Approved Indirect Cost/Operational Rate: 0.0000								\$0.00
Final								\$16,267.00

Payment Terms, Responsibilities and Contact Information

1. **PROJECT OFFICER** – The person designated to act for the Commonwealth in managing this contract is

David Boyer bodavi@pa.gov (717) 705-2881

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 agrees to implement a cash management system which 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 agrees to 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;
 2. Final Expenditure Report; and
 3. Final Detailed Budget Narrative. These two expenditure reports are due no later than 60 calendar days after the grant terminates.
- d. The Grantee will conform to all policies and guidelines cited in the Grantor'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 Commonwealth reserves the right to disapprove any expenditures by the Grantee which are not in accordance with this Agreement.
- f. As part of the fiscal monitoring of expenditures, the Grantee will use the File Transfer Program (FTP) system to upload all required documentation monthly. Documentation includes spreadsheets plus backup documentation (receipts, purchase orders, etc.). Grantees will be provided with a username and password for uploading the monthly documentation. Refer to the FTP Procedures and FTP Upload Instructions located in the budget instructions and forms Excel file.
- g. If Grantee is noncompliant, PDE will withhold payments until all documentation is received and approved.

3. FUNDING LEVEL

- a. **THE TOTAL COST TO THE COMMONWEALTH 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 Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth 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 Commonwealth 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 Commonwealth 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** –Funds which 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) calendar days of the 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 Commonwealth 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 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 project funded under this Grant Agreement; and
 3. misuse of funds, mismanagement, criminal activity, or malfeasance in the implementation of this Grant Agreement.

4. FUNDING ADJUSTMENTS

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

a. **Funding Increase**

1. The Commonwealth 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 Commonwealth a revised Program Summary Budget and if necessary, any revised pages of the Narrative which shall reflect the increase of funds.
3. Funding increases will take effect upon Commonwealth’s receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease**

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