

**CONTINUITY OF EDUCATION FOR ADDITIONAL TARGETED SUPPORT AND IMPROVEMENT (A-TSI) SCHOOLS GRANT AGREEMENT**

This Continuity of Education for A-TSI Schools Grant Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), through its Pennsylvania Department of Education (“Department”), and Solanco SD located at 121 S Hess St, Quarryville, PA 17566, (“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 \$67,417.00. The grant shall be used 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. 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 legally bound, have signed this Agreement below:

**FOR THE GRANTEE**

Signature: Brian Bliss - Electronic Signature Date: 10/30/2020  
Title: Superintendent  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**FOR THE COMMONWEALTH**

For the Secretary of Education: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

Office of Chief Counsel: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department of Education  
 Office of General Counsel: \_\_\_\_\_ Date: \_\_\_\_\_  
 Office of Attorney General: \_\_\_\_\_ Date: \_\_\_\_\_

Form Approval No. 6-FA-38.0

Total amount of Federal funds obligated to grant recipient: \$67,417.00

If this is for research and development, please check here: \_\_\_\_\_

Comptroller: \_\_\_\_\_ Date: \_\_\_\_\_

**Vendor Name: Solanco SD**  
**Address: 121 S Hess St, Quarryville, PA 17566**  
**Fed ID #: 236050847**  
**Vendor #: 0000139397**

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
Continuity of Education Grants for A-TSI Schools	Federal	FA-254-20-0390	84.425C	\$67,417.00	\$67,417.00

**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:
  1. the percentage of the total costs of the program or project that will be financed with federal money;
  2. the dollar amount of federal funds for the project or program; and
  3. 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 - School Building Information**

**School Building Information**

Please enter the school building information in the table below.

School Building Name	4-digit School Building Number
Solanco High School	2658

**Section: Narratives - School Improvement Plans**

**School Improvement Plans**

Please upload an **approved** School Improvement Plan for each school building that received funding. Please apply the following naming convention to the file before upload:

**School Building Name-SI Plan-MM-DD-YY**

School Improvement Plan upload has been completed.

Yes

## Section: Narratives - Assurances

### Assurances

The LEA must assure the following:

1. The LEA and schools will use the funds provided through this grant to implement fully and effectively its approved school improvement plan.

Yes

2. The LEA shall ensure that these grant funds will only be used to implement strategies that meet the evidence criteria outlined in the Every Student Succeeds Act.

Yes

3. The LEA will ensure that each school receiving these grant funds receives all the State and local funds it would receive in the absence of this grant.

Yes

4. The LEA and schools receiving these grant funds agree to be bound by 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 grant as if fully set forth herein.

Yes

5. The LEA shall monitor implementation and impact of the school improvement plan at least two months and submit quarterly monitoring reports for the school-level plans using the form provided to them by the Department.

Yes

6. The Grantee shall submit reports to the Department (which shall make the reports available to the Governor) and the U.S. Secretary of Education ("Secretary") as the Department and Secretary may require, enabling the Department and the Secretary to perform their duties under each such program.

Yes

7. The Grantee shall maintain such records, provide such information, and afford such access to the records as the Department (after consultation with the Governor) or the Secretary may reasonably require to carry out the Department's or the Secretary's duties.

Yes

8. The LEA shall submit a final expenditure report for each school using the form provided to them by the Department. The report is due no later than November 30, 2021.

Yes

9. The LEA agrees to establish written procedures for procurement of goods/services, as defined in the Uniform Grant Guidance. The LEA understands that this policy is subject to review upon request by monitors, Department staff and/or single auditors.

Yes

10. The LEA agrees to establish written policies pertaining to travel approval and reimbursement, as defined in the Uniform Grant Guidance (sections 200.473 and 200.474). LEA understands that this policy is subject to review upon request by monitors, Department staff and/or single auditors.

Yes

11. The LEA agrees to establish written policies pertaining to determining the allowability of costs in accordance with Cost Principals to meet the intent of all federal grant awards, as defined in the Uniform Grant Guidance (section 200.403). The LEA understands that this policy is subject to review upon request by monitors, Department staff and/or single auditors.

Yes

12. The LEA agrees to establish written procedures for implementing the requirements related to Cash Management, in accordance with the Cash Management Act, and defined by the Uniform Grant Guidance (section 200.302(b)). The LEA understands that these procedures are subject to review upon request by monitors, Department staff and/or single auditors.

Yes

13. The LEA agrees to seek prior written approval from the Department in advance of incurring special



or unusual costs to avoid subsequent disallowances in accordance with Uniform Grant Guidance (section 200.407).

Yes

**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 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.

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

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.

**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 A-TSI school's 'Nonpublic Per Pupil Amount' in the chart below by entering data for your A-TSI school. School level allocations can be found here - [Link to School Level Allocations](#). Then, enter the total number of low-income public students that attend your A-TSI school, followed by the number of low-income nonpublic students that *would* have attended the A-TSI school, but instead are attending a nonpublic school **within the boundaries of the LEA**, who wish to participate in the GEERF CARES Act program. The per pupil amount will be used in the Nonpublic Organizations section.

A-TSI School Name	School Level Allocation	Total Low Income Public Students Attending the A-TSI School	Total Low-Income Nonpublic Students that would have attended the A-TSI School	Nonpublic Administration Costs	Nonpublic Equitable Share	Nonpublic Per Pupil Amount

### 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\*\*\*\***

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**

There are no Nonpublic Institutions

**Section: Budget - LEA Level Expenditures**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

**Budget Over(Under) Allocation**

\$0.00

**LEA Level Expenditures**

Note: A maximum of 10% of your total allocation should be spent on LEA Level Expenditures

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

Enter values in the first two fields below, followed by clicking 'Save', to confirm that LEA Level Expenditures have not exceeded 10% of your allocation. (optional)

	LEA Level Expenditure Total	Allocation	Percentage
<b>Validation Calculation</b>			0.00

**Section: Budget - Nonpublic Instruction Expenditures**

**BUDGET OVERVIEW**

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

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**Budget Over(Under) Allocation**

\$0.00

**NONPUBLIC INSTRUCTION EXPENDITURES**

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

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

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

**BUDGET OVERVIEW**

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

**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
		\$
		<b>\$0.00</b>

**Section: Budget - School Level Expenditures - Salary**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

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**Budget Over(Under) Allocation**

\$0.00

**School Building Level Salary Expenditures**

School Building Name	Function	Object	Amount	Description
			\$	
			<b>\$0.00</b>	



**Section: Budget - School Level Expenditures - Benefits**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

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**Budget Over(Under) Allocation**

\$0.00

**School Building Benefits Expenditures**

School Building Name	Function	Object	Amount	Description
			\$	
			<b>\$0.00</b>	

**Section: Budget - School Level Expenditures - Services**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

**Budget Over(Under) Allocation**

\$0.00

**School Level Service Expenditures**

School Building Name	Function	Object	Amount	Description
Solanco High School	2200 - Staff Support Services	300 - Purchased Professional and Technical Services	\$17,697.00	Instructional Technology Coaching Services Provided by IU13, one coach 4 times per month, 9 months @ \$491.58 per visit.
Solanco High School	2200 - Staff Support Services	300 - Purchased Professional and Technical Services	\$2,000.00	Contracted Emotional Support Teacher Professional Development Services
Solanco High School	2200 - Staff Support Services	300 - Purchased Professional and Technical Services	\$12,000.00	Link Crew Teacher Training Services, 2 staff \$6,000 each

School Building Name	Function	Object	Amount	Description
Solanco High School	1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	500 - Other Purchased Services	\$1,000.00	Emotional Support Classroom Field Trips, 5 trips @\$200/trip
			<b>\$32,697.00</b>	

**Section: Budget - School Level Expenditures - Supplies & Property**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

**Budget Over(Under) Allocation**

\$0.00

**School Building Level Supplies and Property Expenditures**

School Building Name	Function	Object	Amount	Description
Solanco High School	1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$1,000.00	Emotional Support Classroom Incentives
Solanco High School	1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$6,800.00	Special Education Connecting Math Concepts Materials - 189 units with average cost of \$35.88
Solanco High School	1000 - Instruction	600 - Supplies	\$2,500.00	Rachel's Challenge Digital Classroom Program - six 10-minute video lessons and supporting materials
				School-Connect

School Building Name	Function	Object	Amount	Description
Solanco High School	1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$6,200.00	(SEL Curriculum) 1,100 Student Online Subscriptions @\$5.64 per student
Solanco High School	2200 - Staff Support Services	600 - Supplies	\$3,000.00	School-Connect (SEL Online Training Subscription), 3 half-day sessions for maximum 100 staff each session
Solanco High School	1200 - SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$9,720.00	Inspire Literacy Program 60 student licenses @ \$162.00
Solanco High School	2200 - Staff Support Services	600 - Supplies	\$5,500.00	Inspire Literacy Program Training/Implementation 2 @ \$2,500, Virtual Inspire Literacy Program 2 hour-professional development activity @ \$500
			<b>\$34,720.00</b>	

**Section: Budget - Budget Summary**

**Budget Overview**

(includes all budgeted items in all budget sections)

**Budget**

\$67,417.00

**Allocation**

\$67,417.00

**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	\$2,500.00	\$0.00	\$2,500.00
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	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$23,720.00	\$0.00	\$24,720.00
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
1450 Instructional Programs Outside the School Day	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	<b>100 Salaries</b>	<b>200 Benefits</b>	<b>300 Purchased Professional and Technical Services</b>	<b>400 Purchased Property Services</b>	<b>500 Other Purchased Services</b>	<b>600 Supplies 800 Dues and Fees</b>	<b>700 Property</b>	<b>Totals</b>
<b>1500 * NONPUBLIC SCHOOL PROGRAMS (For IU and school district use only)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1600 * ADULT EDUCATION PROGRAMS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1700 Higher Education Programs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1800 Pre-K</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2100 SUPPORT SERVICES – STUDENTS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2200 Staff Support Services</b>	\$0.00	\$0.00	\$31,697.00	\$0.00	\$0.00	\$8,500.00	\$0.00	\$40,197.00
<b>2300 SUPPORT SERVICES – ADMINISTRATION</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2400 Health Support Services</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2500 Business Support Services</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2600 Operation and Maintenance</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2700 Student Transportation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2800 Central</b>								

	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
Support Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON- INSTRUCTIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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>\$0.00</b>	<b>\$0.00</b>	<b>\$31,697.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$34,720.00</b>	<b>\$0.00</b>	<b>\$67,417.00</b>
<b>Approved Indirect Cost/Operational Rate: 0.0000</b>								<b>\$0.00</b>
<b>Final</b>								<b>\$67,417.00</b>



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

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

Susan McCrone  
smccrone@pa.gov  
(717)-783-6910

### **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. 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, 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. 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 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** – The Grantee understands and agrees that unexpended funds which 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 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) 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.