

CONTINUITY OF EDUCATION EQUITY GEER GRANT AGREEMENT

This Continuity of Education Equity GEER 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 \$47,150.00. 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 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: _____ Date: 1/15/2021

Title: Brian Bliss - 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-37.0

Total amount of Federal funds obligated to grant recipient: \$47,150.00

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 Equity Grant - GEER	Federal	FA-253-20-0390	84.425C	\$47,150.00	\$47,150.00

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 - Applicant Information

Please complete the first row of the table with your Agency/LEA information. If consortium application, please enter consortium member information on additional lines.

Agency/LEA Name	Primary Contact (Last, First)	Title	Phone	Email
Solanco School District	Tucker, Sandra	Business Manager	717-786-5605	sandy_tucker@solancosd.org

Section: Narratives - Proposal Information**PROPOSAL INFORMATION**

Indicate which Intermediate Unit (IU) is providing primary technical assistance in your planning for continuity of education. If no IU is providing technical assistance, select N/A.

Lancaster-Lebanon IU 13

Indicate if you will be providing continuity of education through planned instruction, enrichment and review, or both.

- Planned Instruction
 Enrichment & Review
 Both

Indicate whether or not your LEA(s) has a continuity of education plan(s) in place.

- Yes
 No
 Yes/No - Consortia Only: some members do, and some do not.

If no continuity of education plan is in place, indicate your assurance to work with stakeholders in your local community to develop and implement a continuity of education plan, a copy of which must be submitted with the final grant report and must reflect grant activities. For consortium applications, this assurance/requirement extends to all members.

- Yes
 No
 N/A - Continuity of Education plan(s) in place

Indicate the type of grant for which you are applying. For consortia applications where some members are requesting Systemic Funding and others are requesting Student Group Funding, select the "Both" option.

- Systemic Continuity of Education Equity Grant – LEAs eligible for systemic grants are those where more than 10% of students across the LEA are unable to participate in continuity of education. LEAs that do not currently have a continuity of education plan are highly encouraged to apply for a systemic grant.
 Student Group Continuity of Education Equity Grant – LEAs eligible for student group grants are those where more than 5% of students in a student group are unable to participate in continuity of education.
 Both - This option should only be selected by Consortia Applicants where applicable.

SYSTEMIC FUNDING

For Systemic Funding complete the table below by providing data.

In the table below, indicate the total Agency/LEA enrollment, the numbers of students who are currently without access to distance education, and the number who will gain access as a result of this grant. If a consortium application, only complete a row for each participating member requesting funds based on SYSTEMIC numbers. SELECT N/A IF NOT REQUESTING FUNDING BASED ON SYSTEMIC NEED.

Student numbers in the last two columns in the following tables should represent those students who are unable to participate in Continuity of Education due to a specific barrier or gap that will be addressed by this grant program.

N/A - Not applying for Systemic Funding

SYSTEMIC FUNDING TABLE

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

Agency/LEA Name	Total # of students in Agency/LEA	# of students UNABLE to participate in continuity of education due to specific barrier/gap	# of students who WILL BE ABLE to participate through this grant
Solanco School District	3,318	763	763
	3,318.00	763.00	763.00

FUNDING BY STUDENT GROUPS

For funding requests based on Student Groups, complete ALL tables below by providing data or identifying as N/A.

In the tables below, indicate the total number of students in each student group, the number of those students unable to participate in continuity of education, and the number of those students who will be served by this grant. If a consortium application, only complete a row for each participating member requesting funds based on STUDENT GROUP numbers. SELECT N/A BEFORE EACH TABLE IF NOT REQUESTING FUNDING BASED ON THAT STUDENT GROUP NEED.

Student numbers in the last two columns in the following tables should represent those students who are

unable to participate in Continuity of Education due to a specific barrier or gap that will be addressed by this grant program.

N/A - Not applying for funding based on **ECONOMICALLY DISADVANTAGED Student Group.**

ECONOMICALLY DISADVANTAGED

*The number of students who **WILL BE ABLE** to participate should **NOT** exceed those that are currently **UNABLE**.

Agency/LEA Name	Total # of ECONOMICALLY DISADVANTAGED STUDENTS	# of ECONOMICALLY DISADVANTAGED STUDENTS CURRENTLY UNABLE to participate in continuity of education	# of ECONOMICALLY DISADVANTAGED STUDENTS who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on **ENGLISH LEARNERS Student Group.**

ENGLISH LEARNERS

*The number of students who **WILL BE ABLE** to participate should **NOT** exceed those that are currently **UNABLE**.

Agency/LEA Name	Total # of ENGLISH LEARNER STUDENTS	# of ENGLISH LEARNER STUDENTS CURRENTLY UNABLE to participate in continuity of education	# of ENGLISH LEARNER STUDENTS who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on **STUDENTS WITH DISABILITIES Student Group.**

STUDENTS WITH DISABILITIES

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

Agency/LEA Name	Total # of STUDENTS WITH DISABILITIES	# of STUDENTS WITH DISABILITIES CURRENTLY UNABLE to participate in continuity of education	# of STUDENTS WITH DISABILITIES who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on HOMELESS STUDENTS Student Group.

HOMELESS STUDENTS

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

Agency/LEA Name	Total # of HOMELESS STUDENTS	# of HOMELESS STUDENTS CURRENTLY UNABLE to participate in continuity of education	# of HOMELESS STUDENTS who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on FOSTER STUDENTS Student Group.

FOSTER STUDENTS

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

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Agency/LEA Name	Total # of FOSTER STUDENTS	# of FOSTER STUDENTS CURRENTLY UNABLE to participate in continuity of education	# of FOSTER STUDENTS who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on MIGRANT STUDENTS Student Group.

MIGRANT STUDENTS

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

Agency/LEA Name	Total # of MIGRANT STUDENTS	# of MIGRANT STUDENTS CURRENTLY UNABLE to participate in continuity of education	# of MIGRANT STUDENTS who WILL BE ABLE to participate through this grant

N/A - Not applying for funding based on STUDENTS BY ETHNICITY Student Group.

STUDENTS BY ETHNICITY

Please provide a row for each ethnicity represented in your Agency/LEA. Repeat for consortium members.

*The number of students who WILL BE ABLE to participate should NOT exceed those that are currently UNABLE.

Agency/LEA Name	Ethnicity	Total # STUDENTS IN ETHNIC GROUP	# of STUDENTS BY ETHNICITY CURRENTLY UNABLE to participate in continuity of	# of STUDENTS BY ETHNICITY who WILL BE ABLE to participate through this

			education	grant

Section: Narratives - CEEG Assurances**CEEG Assurances**

Applicant must provide the following assurances. In the case of consortia applications, assurances extend to all members' Chief School Administrators and Governing Board (e.g., school board or board of trustee) Presidents.

The Chief School Administrator(s) has/have reviewed this CEEG application and affirms there are no other available local, state, or federal funds that can be repurposed to support the needs outlined herein.

Yes

If no, list the names of the grants, total allocations are provided from another source (local, state, federal), and how the funds will be used to supplement a continuity of education.

Additional Funding Source	Total Allocation	Purpose
Federal	383,502	The ESSERS grant provided funding to purchase iPads, laptops and cases for students. Funds will be utilized from this grant to purchase additional student iPads, laptops and cases so each students has a reliable device that may be used for remote instruction.

The Chief School Administrator (CSA) has reviewed this CEEG application and affirm/s that the continuity of education plan course/instructional materials are aligned to the PA standards. (The CSA must sign the Signature Page of this grant application)

Yes

The Chief School Administrator supports the strategic use of CEEG funds to ensure the identified target population of students can participate in the continuity of education programming offered by the LEA.

Yes

The Governing Board (e.g., school board or board of trustee) President(s) has/have reviewed the CEEG application and affirm/s there are no other available local, state, or federal funds that can be repurposed to support the needs outlined in the grant application.

Yes

If no, list the names of the grants, total allocations are provided from another source (local, state, federal), and how the funds will be used to supplement a continuity of education.

Additional Funding Source	Total Allocation	Purpose
Federal	383,502	The ESSERS grant provided funding to purchase iPads, laptops and cases for students. Funds will be utilized from this grant to purchase additional student iPads, laptops and cases so each students has a reliable device that may be used for remote instruction.

The Governing Board (e.g., school board or board of trustee) President(s) support/s the strategic use of CEEG funds to ensure the identified target population of students can participate in the continuity of education programming offered by the LEA.

Yes

Section: Narratives - GEER Assurances**CARES Act-Continuity of Education Equity-GEER funds ASSURANCES**

LEAs receiving GEER 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 receives the CARES Act-Continuity of Education Equity-GEER funds will complete quarterly reports, including the following data:

- 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

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 years.

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**

Education leaders are uniquely positioned to determine the most appropriate continuity of education for their local communities. CEEG funds may be used to fund any activity, service, or product that directly enables effective and efficient participation in continuity of education for learners who are currently unable to participate. Expenditures may include, but are not limited to the selections identified in this section.

CEEG funding may be expended on grant-related activities between May 18, 2020 and September 30, 2021. PDE reserves the right to seek repayment of funds if it is determined that funds were not utilized for the original stated and approved purpose. Applicant costs incurred outside the grant period outlined in the grant agreement are not the responsibility of the Commonwealth.

Check the box before each intended acceptable use classification your LEA is applying to use CEEG GEERS funds to support.

For additional information on cleaning and sanitizing your LEA, please visit the following resources:

[CDC - Disinfectant Decision Tool website](#)

[CDC - Cleaning Guide website](#)

[COVID-19 Transportation FAQs](#)

- (1) Technology hardware (including the purchase or lease of devices, peripherals, Internet cards, assistive technology for students with disabilities, etc.)
- (2) Technology software (including the purchase, license, or subscription to content, communication, tools, learning management, security management, accessibility features for students with disabilities, etc.)
- (3) Technology infrastructure (including mobile hotspots, connectivity fees, etc.)
- (4) Technology services
- (5) Assistive technology for students with disabilities as determined by the IEP team
- (6) Supports for English Learners (e.g., translation of materials, interpretation services, etc.)
- (7) Learning supplies for students (e.g., notebooks/paper, pencils/pens/highlighters, manipulatives, books, science kits, calculators, erasable white boards/markers, etc.)
- (8) Professional development for school personnel related to Continuity of Education
- (9) Training for students and/or caregivers
- (10) Instructional materials aligned to the PA standards
- (11) Administrative supplies (including print and mail services, etc.)
- (12) Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.
- (13) Personal Protective Equipment (per CDC guidelines for COVID-19) required to

implement the local continuity of education plan

(14) Transportation, where appropriate and in adherence to the guidelines set forth in the COVID-19 page on PDE's website (e.g., transporting grab and go kits to student pick-up locations, buses equipped with hot spots that create scheduled access for families that lack connectivity, etc.) **A link to the website can be found above.

(15) Personnel costs (i.e., salaries and benefits) costs associated with newly contracted or increased services (e.g., technology services to support a hardware rollout). CEEG funds should augment or expand local efforts to ensure more students are able to participate in continuity of education.

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)
Solanco School District	(15) Personnel costs (i.e., salaries and benefits) costs associated with newly contracted or increased services (e.g., technology services to support a hardware rollout). CEEG funds should augment or expand local efforts to ensure more students are able to participate in continuity of education.	Contracted traffic control personnel to minimize traffic congestion resulting from increase in parents bringing their children to school and picking them up after school instead of using school bus transportation. Increase in parent transportation result of social distancing requirements on bus
Solanco School District	(15) Personnel costs (i.e., salaries and benefits) costs associated with newly contracted or increased services (e.g., technology services to support a hardware rollout). CEEG funds should augment or expand local efforts to ensure more students are able to participate in continuity of education.	Technology personnel's overtime payroll hours and related benefits associated with increased demand of technicians as a result of additional student technology device deployments to provide remote instruction to students..
	(2) Technology software (including the purchase, license, or subscription to	Instructional software, monitors, powercords,

LEA Name	Allowable Usage of Funds	Description (1000 max characters)
Solanco School District	content, communication, tools, learning management, security management, accessibility features for students with disabilities, etc.)	flashdrives and other miscellaneous technology supplies to provide remote instruction to students.

Section: Narratives - Budget Description

Describe the proposed expenditures for each cost category in the budget table that follows. Your narrative should clearly identify the barriers and/or gaps CARES Act-Continuity of Education Equity-GEER funding will mitigate or eliminate so that the target population identified in this application can participate in your continuity of education programs.

Include any matching and/or in-kind supports (dollars, human capital, and/or other resources through the LEA or partner organizations) that will be leveraged toward plan implementation and achievement of your continuity of education goals. *(limit 2500 characters)*

Solanco is a rural district with significant challenges. CEEG grant funding will be used to obtain traffic control personnel to minimize traffic congestion at the Quarryville Elementary and Providence Elementary Schools. As a result of social distancing requirements, the volume of parents driving their children to and from school has increased significantly, creating traffic congestion and potential safety concerns for students, staff and drivers. One traffic control monitor will be utilized at Providence Elementary in the mornings and two monitors will be utilized at Quarryville Elementary in the mornings. Two monitors will be utilized at both schools in the afternoon. The school district is assessed \$80 per monitor per school day. The health and safety of Solanco students is paramount to the school district. The school district has purchased a large quantity of laptops, iPads and other technology devices for students in an effort to alleviate technology and accessibility gaps that exist for a multitude of our learners, including: students with a lack of access/limited access to devices, adaptive hardware to address specialized needs, software to address communication needs and devices that aid in overcoming language barriers. The district has deployed devices and hardware in an effort to mitigate any potential barriers to learning/instruction during this time, but additional resources are still needed. Instructional software, monitors, flashdrives and other miscellaneous ancillary technology supplies will be purchased with GEER funding to provide remote student instruction. Additional work hours for technology staff is being funded by the GEER grant to deploy, support and maintain the additional technology devices.

Section: Narratives - Required Uploads

REQUIRED UPLOADS

- Upload grant letter(s) of support from the Chief School Administrator(s) below using the file labeling convention "AUN_LEA Name_CSA.pdf".
- Upload letter(s) of grant support from the Board President(s) below using the file labeling convention "AUN_LEA Name_BP.pdf".
- Upload your Affirmation of Consultation signed electronically* by the LEA and Nonpublic Officials.

Letters of support not submitted as part of application submission must be provided as PDF attachments in a single email before 5:00 PM EST on 9/18/2020 via

ra-CEEG@pa.gov.

All required documents have been uploaded, including files for consortium members (if applicable).

Yes

Section: Nonpublic Organizations - Nonpublic Equitable Share**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 Governor's Emergency Education Relief (GEERF) funding, 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](#).

NONPUBLIC 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.

The ability to add multiple lines is provided for Consortium leads to include a line for each Consortium member.

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

After the above tables have been completed. Please identify which option your LEA will be using. If your LEA chooses to reserve funds, you should still budget funds according to results in Option 1.

****Reserving the difference as a set aside is no longer an option, and this question can be SKIPPED.****

- Option 1 (Low Income Populations)
- Option 2 (District Enrollment) - Funds Difference between Options 1 & 2 Reserved

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 - Public Instruction Expenditures**BUDGET OVERVIEW**

(includes all budgeted items in all budget sections)

Budget

\$47,150.00

Allocation

\$47,150.00

Budget Over(Under) Allocation

\$0.00

PUBLIC INSTRUCTION EXPENDITURES

Please complete the budget below including Public expenditures ONLY.

Function	Object	Amount	Description
1100 - REGULAR PROGRAMS – ELEMENTARY / SECONDARY	600 - Supplies	\$1,680.00	Software, ancillary technology devices and supplies to provide remote instruction to students.
1100 - REGULAR PROGRAMS – ELEMENTARY / SECONDARY	300 - Purchased Professional and Technical Services	\$28,000.00	100 school days x \$80 per day per month x 3.5 months
		\$29,680.00	

Section: Budget - Nonpublic Instruction Expenditures

BUDGET OVERVIEW

(includes all budgeted items in all budget sections)

Budget

\$47,150.00

Allocation

\$47,150.00

Budget Over(Under) Allocation

\$0.00

NONPUBLIC INSTRUCTION EXPENDITURES

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

Function	Object	Amount	Description
		\$	
		\$0.00	

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

(includes all budgeted items in all budget sections)

Budget

\$47,150.00

Allocation

\$47,150.00

Budget Over(Under) Allocation

\$0.00

OTHER EXPENDITURES

Function	Object	Amount	Description
2800 - Central Support Services	100 - Salaries	\$13,932.00	Average overtime rate of \$36.00 x 387 hours
2800 - Central Support Services	200 - Benefits	\$3,538.00	Payroll benefits associated with payroll at rate of 25.5% payroll
		\$17,470.00	

Section: Budget - Nonpublic Support and Non-Instructional Expenditures

BUDGET OVERVIEW

Budget

\$47,150.00

Allocation

\$47,150.00

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
		\$	
		\$0.00	

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	\$0.00	\$0.00	\$0.00	\$0.00
1100 REGULAR PROGRAMS – ELEMENTARY / SECONDARY	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$1,680.00	\$0.00	\$29,680.00
1200 SPECIAL PROGRAMS – ELEMENTARY / SECONDARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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
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
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								

	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
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	\$0.00	\$0.00	\$0.00
2700 Student Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2800 Central Support Services	\$13,932.00	\$3,538.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,470.00
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
	\$13,932.00	\$3,538.00	\$28,000.00	\$0.00	\$0.00	\$1,680.00	\$0.00	\$47,150.00
	Approved Indirect Cost/Operational Rate: 0.0000							\$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
							Final	\$47,150.00

Payment Terms, Responsibilities and Contact Information

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

Brian Truesdale
btruesdale@pa.gov
(717) 214-5433

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.