

Federal ID: 231526669
Federal Award Number: Various
Federal Award Date: 3/13/2020
Federal Award Agency: US Department of Education
CFDA Number and Title: 84.425C ARP ESSER Set Asides
Vendor Number: 0000689361

Project #: FA-224-21-1173
Agency: Valley Day School
AUN: 300098300
Original Application

**AMERICAN RESCUE PLAN ACT-ELEMENTARY AND SECONDARY SCHOOL
EMERGENCY RELIEF (ARP-ESSER) 2.5% SEA RESERVE AGREEMENT**

This agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), through its Pennsylvania Department of Education ("Department"), and Valley Day School located at 300 Allendale Dr. Morrisville, PA 19067, ("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, Act 24 of 2021 and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq. and has been awarded funds by the US Department of Education under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, for the ARP Elementary and Secondary Emergency Relief (ARP-ESSER) 2.5% SEA Reserve program.

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

1. Pursuant to this Agreement, Grantee will receive funds in the amount of \$310,402.00. The grant shall be used to defray program costs incurred from March 13, 2020 to September 30, 2024.
2. The 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.
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

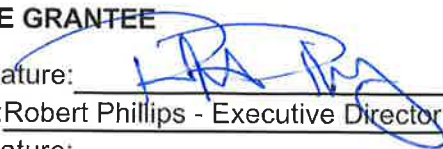
Appendix B – Grantee's Assurances, Program Narrative and Budget

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: 1/20/2022
Title: Robert Phillips - Executive Director
Signature: _____ Date: _____
Title: _____

FOR THE COMMONWEALTH

For the Secretary of Education: Susan McCrone - Electronic Signature Date: 4/12/2022
 Title: Division Chief

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel: Patrick Lord - Electronic Signature Date: 4/20/2022
 Department of Education
 Office of General Counsel: _____ Date: _____
 Office of Attorney General: _____ Date: _____

Form Approval No. 6-FA-50.0

Comptroller: Matthew Eng - Electronic Signature Date: 4/28/2022

Vendor Name: Valley Day School
Address: 300 Allendale Dr, Morrisville, PA 19067
Fed ID #: 231526669
Vendor #: 0000689361

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
ARP ESSER APSs, PRRIs, and Charter Schools for the Deaf and Blind 2.5% Set Aside	Federal	FA-224-21-1272	84.425C	\$310,402.00	\$310,402.00
ARP ESSER Set-Asides Consolidated	Federal	FA-224-21-1272	84.425C	\$0.00	\$310,402.00

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 comply with all reporting requirements in relation to program and fiscal components of the ARP-ESSER 2.5% SEA Reserve program as defined by the Department and/or federal governing agencies.
3. 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.
4. Grantee will comply with all reporting requirements in relation to any waiver authorized under the ARP-ESSER 2.5% SEA Reserve program 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.
5. 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:
 - i. the percentage of the total costs of the program or project that will be financed with federal money;
 - ii. the dollar amount of federal funds for the project or program; and
 - iii. 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. Insofar as any construction projects are funded with this Agreement, Grantee shall comply with all applicable federal and state legal requirements with respect to such construction projects, including, without limitation, the pre-approval requirements set forth in 2 CFR §200.439, the construction requirements set forth in 34 CFR §§ 75.600-75.617 (such as 34 CFR 75.609 (Safety and Health standards) and 75.616 (Energy Conservation)), and the Davis-

Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The federal equal opportunity clause applicable to federally assisted construction contracts contained at 41 CFR § 60-1.4 is incorporated herein by reference.

4. 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.

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

717-783-2193

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. **REPORTING:**

Grantee shall submit any required program and or fiscal reports that are designated by the Department and/or federal awarding agencies for the purpose of determining program outcomes and compliance. Due dates and reporting requirements will be announced by the Department.

Any unexpended funds remaining at the end of the grant period must be returned to the Department of Education.

4. **FUNDING LEVEL: 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 Program funds and 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.

- a. **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 5 (“Funding Adjustments”).

- b. **FUNDING DECREASE** – The Commonwealth reserves the right, at its sole discretion, to reduce the total cost of this Agreement when 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** the funds appropriated are later unavailable due to a reduction or reservation in the appropriation. Such decreases will be made in accordance with paragraph 5 (“Funding Adjustments”).
- c. **UNEXPENDED FUNDS** – Grantee understands and agrees that 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) 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.
- d. **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 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 Agreement; and
 - 3. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement.

5. **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.