



Appendix G: Assurances and Terms and Conditions for Federal Awards

(By signing and submitting the “Certification Signature Page” at the bottom of this appendix A, the applicant certifies to abide by the PDE Special Program Terms: “Assurances and Terms and Conditions for Federal Subawards”).

1. Federal and State Assurances

- a. The grant-funded program was developed and will be carried out; in active collaboration with the schools the students attend.
- b. The grant-funded program will primarily target students who attend schools eligible for school-wide programs under Title I, Part A (Title I) of the **Elementary and Secondary Education Act**, as amended by Every Student Succeeds Act (ESEA); or schools that serve a high percentage of students from low-income families; and the families of such students.
- c. Preference will be given to qualified applicants designated as “priority or focus” schools with school performance profile scores in the lowest five to 10 percent of Title I schools will receive the highest funding priority consideration for 21st CCLC funds.
- d. Highest funding priority will be given to applicants proposing to provide services to academically struggling students attending schools designated as ATSI and CSI. PDE will also target populations attending schools designated as Title 1.
- e. The community was notified of the applicant’s intent to submit an application; and the applicant, after the submission, will make the application and any waiver request available for public review.
- f. The project will take place in a safe, easily accessible facility that is conducive to an effective learning environment.
- g. Will provide a virtual plan if requested in response to situations that might limit in-person programming.
- h. Will comply with all requirements mandated by the Pennsylvania Department of Education and the U.S. Department of Education.
- i. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the nonstate share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- j. Will give PDE access to and the right to examine all records, books, papers, or documents related to this award and will establish a proper accounting system in accordance with generally accepted accounting principles.
- k. Has an accounting system with sufficient internal controls, a clear audit trail, and written cost-allocation procedures, as necessary. The financial management systems are capable of distinguishing expenditures that are attributable to this grant from those that are not attributable to this grant. This system is able to identify costs by programmatic year and by budget line item and to differentiate among direct, indirect, and administrative costs. In addition, the applicant will maintain adequate supporting documents for the expenditures (federal and nonfederal) and in-kind contributions, if any, that it makes under this grant. Costs are shown in books or records (e.g., disbursements ledger, journal, payroll register) and are supported by a source document such as a receipt, travel voucher, invoice, bill, or in-kind voucher.



- l. Will also comply with the Office of Management and Budget 2 CFR Part 200 Subpart E-Cost Principles related to the allowability, reasonableness, and allocability of costs consistent with the approved budget and also by maintaining required support for salaries and wages. Required support includes certifications and/or personnel activity records depending upon the amount of time spent on cost objectives.
- m. Will approve all expenditures, document receipt of goods and services, and record payments on the applicant's accounting records prior to submission of reimbursement claims to the PDE for costs related to this grant.
- n. Will initiate and complete work within the applicable time frame after receipt of approval by the PDE.
- o. Will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or disability and comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Titles I, II, and III of the Americans with Disabilities Act of 1990 (ADA). The grantee will take affirmative action to ensure that applicants for employment and the employees during the period of their employment are treated without regard to their race, color, religion, age, sex, national origin, or disability.
- p. Will comply with the Family Educational Rights and Privacy Act. (20 U.S.C. §1232g; 34 CFR Part 99).
- q. Will provide information to the PDE, as requested, regarding the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), which requires the PDE to file a FFATA subaward report by the end of the month following the month in which it awards any subgrant equal to or greater than \$25,000.
- r. Will comply with 2 CFR Part 25 and register and receive a unique entity identifier, fulfill the requirement for the [System for Award Management](#), maintain the currency of the registration throughout the full grant term, and allow access by the granting agency to ensure compliance.
- s. Will comply with 2 CFR Part 200.112 and disclose in writing any potential conflict of interest to the PDE.
- t. Will comply with 2 CFR Part 200.113 and disclose in writing to the PDE all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- u. Will comply with conditions under Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving" (October 1, 2009) by refraining from text messaging while driving during official grant business.

2. Terms and Conditions

- a. **Completeness of Proposal.** All proposals should be complete and carefully worded and must contain all of the information requested by the PDE.
- b. **Non-awards/Termination.** The PDE reserves the right to reject any and all applications and to refuse to grant monies under this solicitation. If the PDE rejects an application, the applicant has a right to request a hearing, as provided by 2 CFR Part 200.341 and 34 CFR Part 76.401, if it alleges the PDE's actions violate a state or federal statute or regulation by (1) disapproving of or failing to approve the application or project, in whole or in part, or (2) failing to provide funds in amounts in accordance with the requirements of statutes and regulations. After it has been awarded, the PDE may terminate a grant by giving the grantee written notice of termination. In the event of a



termination after award, the PDE shall reimburse the grantee for allowable expenses incurred up to the notification of termination. In addition, this grant may be terminated by the PDE if the grantee fails to perform as promised in its proposal. Federal grants will be terminated in accordance with 2 CFR Part 200.339 and 200.340. In the event that this grant is terminated, the grantee shall have a right to a hearing as set forth in 34 CFR Part 76.783. The grantee must notify the PDE of its request for a hearing within 30 days of receiving written notice of the termination. If a hearing is requested, the PDE will conduct the hearing in accordance with the procedures outlined in 34 CFR Part 76.401(d)(2)–(7).

- c. **Reduction in Budgets and Negotiations.** The PDE reserves the right to negotiate budgets with applicants. The PDE may, at its sole discretion, determine that a proposed budget is excessive and may negotiate a lower budget with the applicant. The applicant may at that time negotiate or withdraw its proposal. In addition, the PDE may desire to fund a project but not at the level proposed. In that case, the PDE shall notify the applicant of the amount that can be funded, and the applicant and the PDE shall negotiate a modification to the proposal to accommodate the lower budget. All final decisions are that of the PDE.
- d. **Amendments to Grants.** Amendments are permitted generally for budgets, grant end date, and management upon the mutual agreement of the parties involved and will become effective when specified in writing and signed by both parties. However, amendments to scope of work that significantly alter the original application proposal may trigger partial or full termination consistent with 2 CFR Part 200.339 and 200.340.
- e. **Withhold Funds.** Without limitation of any other remedies to which it is entitled hereunder or at law, the Department shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, by giving not less than 30 days prior written notice to Grantee specifying the effective date of withholding. Such notice may be given for any of the following reasons, without limitation: Failure of Grantee to fulfill in a timely and proper manner its obligations hereunder; Violation of laws, regulations or policies applicable to the grant or to the implementation of the project funded under this Grant Agreement; and Misuse of funds, mismanagement, criminal activity, or malfeasance in the implementation of this Grant Agreement.
- f. **Use of Grant Funds.** Funds awarded are to be expended only for purposes and activities covered by the approved project plan and budget narrative. Blending of grant funds is unallowable.
- g. **Submission of Monthly Reports and Expenditure Reports.** A monthly report and an expenditure claim report must be filed by the 10th of each month for all expenditures incurred the prior month.
- h. **Obligation of Grant Funds.** Grant funds may not be obligated prior to the effective date or subsequent to the end or termination date of the grant period. No obligations are allowed after the end of the grant period. The final request for expenditure report claims must be submitted no later than thirty (30) days after the end of the grant period.
- i. **Liquidation of Funds.** After a fiscal year has ended; a final expenditure report claim has been submitted to the PDE, the grantee will go through the official liquidation process with the PDE.
- j. **Documentation.** The grantee must provide for accurate and timely recording of receipts and expenditures. The grantee's accounting system should distinguish receipts and expenditures attributable to each grant.
- k. **Travel Costs.** Travel costs, if allowed under this solicitation, must not exceed limits noted in the United States [General Services Administration](#) regulations.



- i. Reports. The grantee shall submit, as required, or instructed by the awarding program office, all reports (programmatic, financial, or evaluation) within the specified period or date and in the prescribed format.
- m. Certification Regarding Lobbying, Suspension, and Debarment. By submitting an application, the applicant certifies, to the best of its knowledge and belief, that the “Applicant” and/or any of its principals, subgrantees, or subcontractors.
 - 1) Have not paid or will not pay to any person any federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with making any federal grant and the extension continuation, renewal, amendment, or modification of any federal grant, as defined at 34 CFR Part 82.105 and 82.110. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - 2) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency as stated at 2 CFR Part 180 or 2 CFR Part 3485.
 - 3) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violated federal or state antitrust statutes relating to the submission of offers; or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
 - 4) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.
 - 5) Applicant has not, within a three-year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

3. Audit Information

- a. Entities expending \$750,000 or more in federal awards: Entities that expend \$750,000 or more in federal awards during the fiscal year are required to have an audit performed in accordance with the provisions of 2 CFR Part 200.501, *et seq.* Except for the provisions for biennial audits provided in 2 CFR Part 200.504 (a) and (b), audits must be performed annually as stated at 2 CFR Part 200.504. A grantee that passes through funds to subrecipients has the responsibility of ensuring that federal awards are used for authorized purposes in compliance with federal program laws, federal and state regulations, and grant agreements. The director of the OMB, who will review this amount every two years, has the option of revising the threshold upward.
- b. Entities expending less than \$750,000 in federal awards: Entities that expend less than \$750,000 in a fiscal year in federal awards are exempt from the audit requirements in 2 CFR Part 200.504. However, such entities are not exempt from other federal requirements (including those to maintain records) concerning federal awards provided to the entity. The entity’s records must be available for review or audit by the PDE and appropriate officials of federal agencies, pass-through entities, and the Pennsylvania Department of the Auditor General.



- c. Records. After the end date of the grant when the final expenditure report claim for reimbursement and all final reports have been submitted, unless otherwise informed or in the case of litigation, the grantee shall retain federal grant records, including financial records and supporting documentation, for a minimum of six (6) years.
- n. Electronic Signature Agreement. I agree that my electronic signature is the legally binding equivalent to my handwritten signature

4. SPECIAL PROGRAM TERMS

Grantee agrees to:

- 1) Provide the **minimum hours** (per funding request) of programming each week during the school year for consistent hours and days each week. All students served must be provided a minimum of 30 weeks of afterschool programming per project school year, not including summer programming. Summer programs are optional, but when offered all students must be provided a minimum of **four** weeks of programming for **16** hours per week. Students served in summer must be served in the school year.
- 2) Maintain 85 percent of proposed student attendance numbers on a daily average during every quarterly performance period and have a system in place to be able to report student attendance data, as requested by PDE.
- 3) Submit all program and fiscal reports by the established due dates. Due dates are part of the contract document. Failure to submit fiscal reports by deadlines for two or more consecutive reporting periods may result in on-site fiscal monitoring visits by PDE to determine if adequate fiscal controls are in place at the grantee level and may result in a reduction of funds.
- 4) **Scan and upload** monthly expense verification reports and supporting documentation in the form of invoices and receipts **to the File Transfer Protocol system** web-based application. Grantees will open their browser to copaftp.state.pa.us, enter the username and password that will be provided for the cohort and click the login button. Monthly due dates will be provided.
- 5) **Email** a monthly expenditure report to RA-OB69183@pa.gov. Monthly due dates will be provided.
- 6) Submit quarterly program status reports to our subcontracting partner for technical assistance, the Center for Schools and Communities. The QPR is to be submitted electronically with supporting documentation to QPR@csc.csiu.org. Due dates for the Quarterly Performance Report can be located on the Center for Schools and Communities website at www.21stcclc.org or in your fully executed contract.
- 7) Send two representatives to The United States Department of Education sponsored Summer Institute, as offered, during the contract year of the grant.
- 8) Send two representatives to the PDE sponsored Promising Practices Proven Strategies: Extended Learning Opportunities Conference (ELO) in Pennsylvania during each year of the grant. This conference includes an annual grantee meeting.
- 9) Notify in advance the 21st CCLC program supervisor or the program officer when seeking to present at state and national conferences.
- 10) Conduct an **external**, local-level evaluation and annually submit a narrative evaluation report documenting the success of their afterschool program. Allocate up to eight percent of the annual program funds for the evaluation process and required reporting. Grantee must contract with an experienced external local evaluator and submit the local report by the annual deadline.



- 11) Report, maintain and submit accurate annual performance report data to the United States Department of Education (21APR) by the established deadlines. Grantee can use an external evaluator to assist with the data collection, however a representative of the grant must be listed as the primary contact and maintain responsibility for completion of the 21APR report. The data necessary for the reporting will require a person knowledgeable in the process of obtaining needed data from the LEA of the students served.
- 12) Report, maintain and submit program data, as requested, for any state evaluation purposes, at the discretion of PDE. The PDE online report — *Pennsylvania Grantee Report* — can be found at: <https://www.aiu3.net/evaluations> and click on 21st CCLC.
- 13) Raising funds for the program needs pre-approval from PDE. Any funds raised must be utilized for 21st CCLC programming during the five-year performance period (prior to September 30, 2027).
- 14) Provide to PDE, in accordance with PDE guidelines, a yearly a report on inventory of unused /residual supplies purchased with funds under this grant (A form template will be provided to grantees under separate cover). The final report due would-be September 30, 2027 (end of the 5-year performance period).
- 15) Develop a written emergency plan that is specific and applicable to the afterschool program needs (per site location) and submit it to PDE within 60 days of program implementation.
- 16) Obtain written approval from the PDE program officer for all field trips, 45 days prior to trip. Field trips must (1) comply with the approved grant application and budget; and (2) are educational in nature, reasonable, and necessary for the proper and efficient performance and administration of the grant.
- 17) Obtain written approval from the PDE program officer for all non-required Professional Developments (PD) and Conferences, 90 days prior to the PD. Requests must (1) comply with the approved grant budget narrative; (2) show connection to the 21st CCLC goals and objectives; (3) be reasonable in nature.
- 18) No 21st CCLC program funds will be used to purchase or prepare snack/food meals for student participants.
- 19) Academic and enrichment activities will constitute a minimum of 50 percent of the annual budget (1000 category), which may include teachers' salaries for direct instruction as well as programming supplies and sub-contracted services for direct instruction.
- 20) No gift cards may be purchased with 21st CCLC funds for any purpose. This is the same as giving cash to students.
- 21) Programs should utilize bus and public transit passes made available to students for transportation to and from school by the LEA of the students being served and design afterschool programs to meet within the confines of the hours where possible. Any bussing and public transit passes purchased using grant funds need to be exclusively used by enrolled students and necessary for programming. These fees will need to be justified and approved in the grant budget narrative.
- 22) Indirect costs or restricted indirect costs will only be allowable within the percentage approved of the contract.



Certification Signature Page

(This form must be signed by the individual from each proposed district, school, or organization who holds the title listed below.)

o. Certification

I hereby certify that, to the best of my knowledge, the information and data contained in this application are true and correct. The applicant's governing body has duly authorized this application and documentation, and the applicant will comply with the PDE's Assurances and Terms and Conditions for Federal Subawards and the program specific assurances if the subgrant is awarded. The applicant is registered and current (active) on the federal [System for Award Management \(SAM\)](#).

Authorized Official (should be the CEO of organization or superintendent of school district)

| | |
|-----------------------------------|---------|
| Name: | |
| Position: | E-mail: |
| Telephone: | Fax: |
| Signature of Authorized Official: | |
| Date Signed: | |

Financial Official

| | |
|----------------------------------|---------|
| Name: | |
| Position: | E-mail: |
| Telephone: | Fax: |
| Signature of Financial Official: | |
| Date Signed: | |

Superintendent (if not Authorized Official)

| | |
|------------------------------|---------|
| Name: | |
| Telephone: | E-mail: |
| Signature of Superintendent: | |
| Date Signed: | |

Please complete, print, and obtain signatures prior to submission. Include the signed, scanned form in this appendix as indicated above.