

GRANT/PROJECT NO. 960360018

GRANTEE'S FED ID NO. _____

GRANT AGREEMENT

This Grant Agreement is made this _____ day of _____, _____, between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF EDUCATION ("Department") and the Warren County School District ("Grantee").

WITNESSETH:

WHEREAS, the Department of Education, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is responsible for the establishment and administration of the Education Technology Grant Program pursuant to Act 183 of 2004;
and

WHEREAS, the Grantee has applied for a grant under this program in accordance with the process and format developed by the Department: and

WHEREAS, the Department has reviewed Grantee's application and has awarded Grantee the amount of \$ 200,000.00 from the E-Fund, established pursuant to Act 183 of 2004.

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

- 1) The term of this grant shall be to defray program costs incurred from **January 1, 2006** to **December 30, 2006**.
- 2) The Grantee has provided/will provide the programs/services described in Grantee's approved application (Attachment A) the program Budget (Attachment B) and the Standard Grant Terms and Conditions (Attachment C) each of which is attached hereto and incorporated herein.
- 3) Subject to the availability of funds, the Department will pay the Grantee **\$ 200,000.00**. In addition, Grantee has committed and will expend an equal amount of matching funds to support the costs incurred under this grant.
- 4) Payment of the grant award will be made monthly or quarterly, at the election of the grantee, upon submission of an invoice to the Department and after full execution of this grant agreement. The grant funds shall be expended by Grantee in accordance with the Attachment B Budget.
- 5) This grant agreement may be cancelled by the Department in accordance with Paragraph 1 of Attachment C, upon thirty (30) days prior written notice.

- 6) This grant agreement contains all the terms and conditions agreed upon by the parties. Any modification of this agreement or its terms, except for Department modification of the total amount of the grant, shall only be valid if accomplished by way of a written and fully executed amendment.
- 7) Record Retention
 - a) Grantee will create and maintain program and accounting records required by the Department and agrees that a program review may be conducted at any reasonable time by Federal and State personnel and by any other persons duly authorized by the U.S. Department of Education or the Department. Review of program and accounting records will be conducted in accordance with applicable Federal and State policies and regulations.
 - b) The Grantee will maintain all statistical records of the program, as required by the Department, and will produce program narrative and statistical data at times prescribed, and on forms provided, by the Department.
 - c) All required records will be retained in accordance with applicable law and regulations.
 - d) Regardless of any other applicable requirement, all records pertinent to this Agreement, including financial, statistical, property and participant, and supporting documentation shall be retained for a period of at least **Six (6) Years** from the date of submission of the final closeout report for this Agreement or until all audits are complete and findings on all claims have been completely resolved.
 - e) The Grantee shall make any grant application, program evaluation, periodic program plan, or report relating to any program operated under this agreement available for public inspection upon request.
- 8) Reporting – Grantee shall prepare and file quarterly reports in the manner and form specified by the Department and a final completion report at the end of the grant project.

IN WITNESS WHEREOF the parties hereto have caused this Grant Agreement to be executed by their duly authorized officials:

FOR THE GRANTEE:

Title

Date

Title

Date

FOR THE DEPARTMENT:

Secretary/Deputy Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

Date

Office of General Counsel

Date

Office of Attorney General

Date

APPROVED FOR FISCAL PROPRIETY AND THE AVAILABILITY OF FUNDS:

ACCOUNT CODE: _____ ,

AMOUNT: _____

Comptroller

Date

GRANT AGREEMENT

ATTACHMENT "C"

STANDARD GRANT TERMS AND CONDITIONS

1. **TERMINATION CLAUSE** The Commonwealth has the right to terminate this grant for any of the following reasons:
 - a) **TERMINATION FOR CONVENIENCE**: The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
 - b) **NONAPPROPRIATION**: The Commonwealth's obligations are contingent upon appropriation of funds for the contract purpose. The Commonwealth shall have the right to terminate this contract because of the nonavailability of sufficient funds (state and/or federal) for the Commonwealth to pay for the services to be rendered under this contract.
 - c) **TERMINATION FOR CAUSE**: The Commonwealth reserves the right to terminate this contract upon written notice for Grantee's nonperformance or inadequate performance.
2. **NONDISCRIMINATION/SEXUAL HARRASSMENT CLAUSE** During the term of the Grant, the Grantee agrees as follows:
 - a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Grantee, subGrantee, or any person acting on behalf of the Grantee or subGrantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b) Neither the Grantee nor any subGrantee nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
 - c) Grantees and subGrantees shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- d) Grantees shall not discriminate by reason of gender, race, creed, or color against any subGrantee or supplier who is qualified to perform the work to which the Grants relates.
- e) The Grantee and each subGrantee shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Grantee or any subGrantee does not possess documents or records reflecting the necessary information requested, the Grantee or subGrantee shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- f) The Grantee shall include the provisions of the Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subGrantee.
- g) The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Grantee in the Grantee Responsibility File.

3. GRANTEE INTEGRITY PROVISIONS

- a) Definitions.
 - (1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - (2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - (3) Grantee means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
 - (4) Financial interest means:
 - (a) ownership of more than a 5% interest in any business; or

- (b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Grants of any kind.
 - (b) The Grantee shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Grantee shall not disclose to others any confidential information gained by virtue of this agreement.
 - (d) The Grantee shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - (e) The Grantee shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Grantee nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
 - (g) Except with the consent of the Commonwealth, the Grantee shall not have a financial interest in any other Grantee, subGrantee, or supplier providing services, labor, or material on this project.
 - (h) The Grantee, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - (i) The Grantee, by execution of this agreement and by the submission of any bills or invoices for payment pursuant

thereto, certifies and represents that he has not violated any of these provisions.

- (j) The Grantee, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Grantee's integrity or responsibility, as those terms are defined by the Commonwealth statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Grantee for a period of three years beyond the termination of the contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Grantee to complete performance hereunder, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

4. GRANTEE RESPONSIBILITY CLAUSE

- a. Grantee certifies, for itself and all its subGrantees, that as of the date of its execution of this Agreement, that neither the contractor, nor any subGrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.
- b. Grantee also certifies, that as of the date of its execution of this Agreement, it has no tax liabilities or other Commonwealth obligations.
- c. Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes

delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Agreement with the Commonwealth.
- e. Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

5. **OFFSET CLAUSE:** The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Grantee under this or any other contract with the Commonwealth.

6. **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**
During the terms of this Agreement, the Grantee agrees as follows:

- (1) Pursuant to federal regulations promulgated under the authority of THE AMERICANS WITH DISABILITIES ACT, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability

shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.

- (2) Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth or Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee's failure to comply with the provisions of paragraph 1, above.

7. **AUDIT REQUIREMENTS**

Grantee must comply with all applicable federal and state audit requirements as set forth in and in accordance with Enclosure 1 to Management Directive No. 325.9 Amended (September 8, 1997), or any subsequent amendment to that Enclosure. If Enclosure 1 is amended by the Secretary of the Budget during the term of this agreement, the Department will send a copy of the amended Enclosure to Grantee and such amended Enclosure shall become effective upon receipt by the Grantee.

8. **COMMONWEALTH HELD HARMLESS.**

Grantee agrees to indemnify, defend and save harmless the Commonwealth, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subGrantees, materialmen, laborers and any other persons, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement and against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.