Federal ID: 412170569

Federal Award Number: S425W210039-21A

Federal Award Date: 4/23/2021

Federal Award Agency: US Department of Education
CFDA Number and Title: 84.425W American Rescue Plan
Elementary and Secondary Schools Emergency Relief Fund –

Homeless Children and Youth (ARP-HCY)

Vendor Number: 0000205434

American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY)

GRANT AGREEMENT

Project #: FA-181-21-2004

Agency: Agora Cyber CS

AUN: 126510020

Original Application

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), through its Pennsylvania Department of Education ("Department"), and <u>Agora Cyber CS</u> located at <u>1018 West 8th Avenue</u>, <u>King of Prussia</u>, <u>PA 19406</u>, ("Grantee").

WHEREAS, 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

WHEREAS, the Department has been appropriated funds by the General Assembly for the specific grant program covered by this Agreement, which is CFDA #: 84.425W American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund – Homeless Children and Youth (ARP-HCY).

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

- 1. Pursuant to this Agreement, this grant shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. The Grant 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.
- 2. The Grantee will receive funds in the amount of \$122,411.00 and shall be used to defray program costs incurred from July 1, 2021 to September 30, 2024. The Grantee shall furnish all qualified personnel, facilities, materials, and other services and in consultation with the Department, provide the services described in Appendix B.

The Grantee shall furnish all qualified personnel, facilities, materials, and other services and in consultation with the Department, provide the services described in Appendix B.

3. 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

4. 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.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

Project #: FA-181-21-2004 Agency: Agora Cyber CS AUN: 126510020 Original Application

FOR THE GRANTEE

Signature:Richard Jensen - Electronic Signature	Date:2/24/2022
Title:Chief Executive Officer	
Signature:	Date:
Title:	

Project #: FA-181-21-2004 Agency: Agora Cyber CS AUN: 126510020 Original Application

FOR THE COMMONWEALTH	
For the Secretary of Education: Carmen Medina - Electronic Station: Education Executive 1	Signature Date: 2/25/2022
APPROVED AS TO FORM AND LEGALITY	
Office of Chief Counsel: Patrick Lord - Electronic Signature	Date:4/21/2022
Department of Education	
Office of General Counsel: Office of Attorney General:	Date: Date:
Form Approval No. 6-FA-51.0 Comptroller approved as to fiscal responsibility, budgetary appropria \$122,411.00	ateness and availability of funds in the amount of
Comptroller: Rick Zettlemoyer - Electronic Signature Date: 5/3	3/2022
Vendor Name: Agora Cyber CS Address: 1018 West 8th Avenue, King of Prussia, PA 19406 Fed ID #: 412170569 Vendor #: 0000205434	
Total amount of Federal funds obligated to grant recipient: \$	

Project #: FA-181-21-2004 Agency: Agora Cyber CS AUN: 126510020 Original Application

Grant Title	Funding	Project	CFDA	Allocation	Award
	Source	Number	Number	Amount	Amount
American Rescue Plan ESSER Fund – Homeless Children and Youth (ARP- HCY)	Federal	FA-181- 21-2004	84.425W	\$122,411.00	\$122,411.00

Appendix A

Special Program Terms

- 1. Grantee must use these grant funds to implement the American Rescue Plan Elementary and Secondary Schools Emergency Relief Fund Homeless Children and Youth (ARP-HCY) requirements.
- 2. Grantee must adopt policies and practices to ensure that homeless children and youth are not isolated or stigmatized.
- 3. Grantee must provide the ARP-HCY I/II staff access to data concerning the number of homeless children and youth, including homeless preschoolers, which are provided assistance from the grant.
- 4. Grantee must provide equal opportunities to participate for all eligible students, teachers and other program beneficiaries in any project or activity carried out under this grant.
- 5. Grantee must comply with all requirements mandated by the Pennsylvania Department of Education (PDE) and the U.S. Department of Education, including the Uniform Grant Guidance. The Grantee must comply with all applicable federal and state laws, regulations, and non-regulatory guidance and ECYEH Program policies including but not limited to the quality control procedure, student eligibility determinations and fiscal process.
- 6. Federal funds received under this contract will be used only for programs and projects, in accordance with 20 U.S.C. §6396(b)(1). [20 U.S.C. §6394(c)].
- 7. Grantee must use the results of the assessments carried out pursuant to 20 U.S.C. §6394 and 34 CFR §200.84 to improve the services provided to homeless children.
- 8. Equipment and supplies purchased with funds provided under this Grant shall be used only for grant program purposes, and in a manner consistent with relevant restrictions contained in federal statutes and regulations. Title or ownership of the equipment and supplies shall be with the PDE. Grantee shall request pre-approval from the ECYEH State Director for disposal or recycling of all inventories. Grantee shall develop and maintain a
- 9. All technology expenditures, including hardware, software, licenses, cameras, scanners, cell phones, etc., must be justified and pre-approved by the ECYEH State Director.
- 10. Grantee must provide the PDE with monthly fiscal and end-of-year program progress reports in a timely and appropriate manner.
- 11. Budget Revisions may be made to the estimated budgets at any time during the grant but no later than 10 days prior to the expiration date of the grant. Any deviation from the original budget that was signed by all parties, requires a budget revision.
- 12. Grantee must provide fiscal management and fiscal reports, as requested by PDE. Grantee shall use fiscal control and accounting procedures, which will assure proper disbursement of funds provided.
- 13. Grantee must administer program in accordance with all federal and state statutes and regulations applicable to this program, unless the requirement of any statute or regulations, has been expressly waived in writing by PDE.
- 14. Grantee must use fiscal control and fund accounting procedures to ensure proper disbursement of, and accounting for, federal funds paid to the applicant under each such program.
- 15. Grantee must ensure that the corrections of deficiencies in program operations that are identified through audits, monitoring, or evaluation are implemented.
- 16. Grantee must cooperate fully with all evaluators or monitors during any state or Federal evaluation of any program consolidated hereunder.
- 17. 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.

AUN: 126510020 Appendix A

Turnover Provision

Grantee must prepare a Turnover Plan and provide it to the PDE within 90 days of this grant's start date for review and approval.

Grantee must be able to make an orderly and smooth transition to a new Grantee upon termination of the Grant Agreement.

Grantee must do the following:

- 1. Provide PDE with a complete inventory list of all items purchased with ECYEH funds. This includes computers, printer, scanners, furniture, office supplies, books, curriculums, etc.
- 2. Transfer all equipment items to PDE or to any area specified by PDE.
- 3. Cooperate with the Commonwealth and supply the Commonwealth and/or its successor Grantee with all information required by the Commonwealth or its successor Grantee during the turnover process.
- 4. Any data files inherent to the continuation of services must be returned to the Commonwealth or provided to the new Grantee in their entirety and in usable form 30 days before termination of the Grant Agreement.
- 5. Provide the successor Grantee with all material produced or compiled by Grantee in accomplishing this Project and relinquish ownership thereof to the successor Grantee on or before termination of the Agreement.
- 6. Pay all costs related to the transfer of materials and responsibilities to its successor Grantee.

Uniform Guidance Specific Conditions

Grantee acknowledges the following additional requirements set forth in 2 CFR §200.208:

- 1. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, under the following circumstances:
 - Based on the criteria set forth in §200.206 Federal awarding agency review of risk posed by applicants.
- a. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a federal award.
- b. When an applicant or recipient fails to meet expected performance goals as described in §200.211; or
- c. When an applicant or recipient is not otherwise responsible.
- 2. These additional Federal award conditions may include items such as the following:
 - a. Requiring payments as reimbursements rather than advance payments.
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
 - c. Requiring additional, more detailed financial reports.
 - d. Requiring additional project monitoring.
 - e. Requiring the non-Federal entity to obtain technical or management assistance; or
 - f. Establishing additional prior approvals.

Appendix B

Section: Narratives - Narrative Upload

Upload the Narrative in the space below by following these steps:

- 1. click the 'Upload File' button at the bottom of the screen; a computer dialog box will appear.
- 2. through the dialog box, navigate to the documents you want to attach to the application.
- 3. click 'Open' at the bottom of the dialog box to attach the selected document to the application.

I CHECK HERE - To confirm that you have uploaded your narrative PDF document.

126510020 Appendix B

Section: Budget - Salary Expenditures
Salary Expenditures

Budget

\$122,411.00

Allocation

\$122,411.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

*Note 2/17 - Budget values should be rounded to the nearest whole value. Decimals were mistakenly included at open, and have been removed.

Employee Title	Function	Object	%	Pay Per Hour	Hours Per Week	# of Weeks	Amount
							\$
							\$0.00

Appendix B

Section: Budget - Benefit Expenditures **Benefit Expenditures**

Budget

\$122,411.00

Allocation

\$122,411.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Employee Title	Function	Object	%	Benefit-Cost per Hour	Hours Per Week	# of Weeks	Amount
							\$
							\$0.00

Appendix B

Section: Budget - Other Expenditures

Other Expenditures

Budget

\$122,411.00

Allocation

\$122,411.00

Budget Over(Under) Allocation

\$0.00

Budget Detail

Function	Object	Rate	Number of Months	Total Amount
3300 - Community Services	600 - Supplies	5,100	24	122,400.00
3300 - Community Services	600 - Supplies	11	1	11.00
				122,411.00

Project #: FA-181-21-2004 Agency: Agora Cyber CS AUN: 126510020 Appendix B

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
1190 FEDERALLY FUNDED REGULAR PROGRAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2100 SUPPORT 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
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	\$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	\$122,411.00	\$0.00	\$122,411.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,411.00	\$0.00	\$122,411.00
				Approved Indirect Cost/Operational Rate: 0.0000			\$0.00	
				Final			\$122,411.00	

Project #: FA-181-21-2004 Agency: Agora Cyber CS AUN: 126510020 Appendix B

Appendix B: ARP HCY Homeless II Cover Sheet

Grantee Information Cover Sheet	
Region Number to Be Served	8
Name of Intermediate Unit Applicant	Agora Cyber Charter School
Address	1018 W 8th Ave
City, State and Zip Code (9 digits)	King of Prussia, PA 19406-1315
County	Montgomery
Name of Contact Person	Alina Kitchell
Title of Contact Person	Federal Programs Coordinator
Telephone	484-387-0109
Email	akitchell@agora.org
DUNS Number	020033335
Federal Identification Number	41-2170569
Vendor Number	AUN 126510020
Performance Period	July 1, 2021 to September 30, 2024
Total Amount of Funds	122, 411
Number of Students & Children to Be So	erved (by grade/age) current 21-22 SY #'s
High School/Junior High	35
Elementary	14
Preschool	1
Birth to 3 Years	3
Total Number to Be Served	53

Certification by Authoring Official

The applicant hereby certifies to the best of his/her knowledge and belief that the information and data contained in this application are true and correct and the filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurance required of applicants if the grant is approved.

Q18.1_1	Richard S. Jensen, Jr., Ed.D	10/14/2021
Authorized Stanature	Print Name	Date
Chief Executive Officer	8	
Title	Region Number	

Appendix C: ARP Homeless II Application

For the grant narrative, answer the following questions using 10 pt. Arial font and single line spacing. Narrative answers should be limited to no more than five sentences per question.

1.		e number of identified children and youth experiencing homelessness in the applicant region, school through high school:
	a. b.	2018-19 school year: 227 2019-20 school year: 240
	C.	2020-21 school year (available to date): 185
2.	by r has	the number of identified children and youth experiencing homelessness in the region has changed more than 10% since the 2018-19 school year, explain the difference. Since COVID-19 our staff is not been able to complete face to face visits, so we feel this has led to decreased numbers of idents identified.
3.	LE <i>l</i> MK	at is the average attendance for identified children and youth experiencing homelessness in the A(s) for the 2019-20 or 2020-21 school year? For the 2020-21 school year 64.44 % of our identified V students had chronic absenteeism. How does this compare to the average attendance for all dents in the same year? 28.41% of all students had chronic absenteeism.
4.		at are the primary current educational and related needs of children and youth experiencing nelessness in the LEA as they related to eligible uses of funds (check all that apply)?
		Outreach and identification
		Enrollment
	\checkmark	Attendance
		Transportation
		Academic support
		Extra-curricular participation
		Trauma-informed care
		Social emotional learning
		Mental health support
		Supplies (school, health, hygiene, clothing, etc.)
		Cell phones, laptops, internet, or other technological devices
		Access to early childhood programs
		Short-term, temporary housing
		Other (please describe) Our students are not able to receive free lunches or qualify for P-EBT.
		(Children that are home schooled, attend a cyber charter school or are enrolled in a school that
		does not participate in the NSLP are not eligible for P-EBT).
5.	Fur	nds will be used to facilitate (check all that apply):
	П	Identification of children and youth experiencing homelessness

✓ Retention of childre	n and youth experiencing homelessness							
	, , , , , , , , , , , , , , , , , , ,							
	s of children and youth experiencing homelessness							
homelessness? Agora C Agora's administration c will put back into place fa	bgrant funds to identify and outreach to children and youth experiencing Syber Charter School's current processes allow for identification and outreach. Ontinues to monitor health and safety concerns for our students and staff and ace to face meetings and events as soon as data supports that this can be done at in solving the issues we are seeing with lower numbers of students being							
How will the LEA use subgrant funds to connect students experiencing homelessness and their families to summer learning and enrichment programs for summer of 2021 and to engage students and their families in preparation for fall of 2021? Currently Agora Cyber Charter School offers summer school options to MS and HS students. Families are charged for coursework, but if a student has been identified as MKV we would utilize Title I set-aside funds or ESSER funds to pay for the coursework.								
underserved populations disabilities, English learn educationally related sup Charter School serves s partnerships more difficu	ward contracts to community-based organizations to identify historically a such as rural children and youth, students of color, children and youth with hers, LGBTQ+ youth, and pregnant or parenting youth, and connect them to poort and wraparound services? If so, describe those plans. Agora Cyber tudents in every county across the state, which makes community alt. Organizations vary from county to county so finding an organization that all our students would be challenging.							
What other expenses does the LEA plan to pay with this subgrant to facilitate the identification, enrollment, retention, and educational success of children and youth experiencing homelessness? Agora Cyber Charter School would be looking to expand our existing needs assessment survey to include options for providing families with goods and or services for food, hygiene, and school supplies.								
	encies with which you are coordinating to meet identified needs. Operation), ELECT program							
	is your LEA using to support the identification, enrollment, retention, and children and youth experiencing homelessness specifically?							
□ Coronavirus Respo ✓ American Rescue F ✓ Title I, Part A funds	elief, and Economic Security (CARES) Act funds (signed into law March 2020) nse and Relief Supplemental Appropriations (CRRSA) Act (December 2020) Plan (ARP) Act funds (March 2021) reserved for children and youth experiencing homelessness rvices available to children, youth, and families experiencing homelessness							
How will the LEA promote meaningful involvement of parents, guardians, or caregivers in the activities and services proposed? The needs assessment will allow parents, guardians, or caregivers to provide information to us regarding what their current needs are and based on the information gathered we can tailor assistance to meet their needs.								
	How will the LEA use sur homelessness? Agora Condition of will put back into place for safely. This should assist identified. How will the LEA use surfamilies to summer learn and their families in preposchool options to MS and identified as MKV we would be supported by the could provide support to the could provide and shoes. List 2-3 state or local age warm (coats and shoes). What other federal funds educational success of could be compared to the could provide and services proposed? Title I, Part A funds the could provide information to use the c							

13. Identify how the LEA will evaluate the impact of the subgrant funds. Check all that apply.

		Data showing increases in the number of identified McKinney-Vento students
	\checkmark	Data showing increases in the attendance rates of identified McKinney-Vento students
		Data showing increases in academic achievement of identified McKinney-Vento students
		Data showing increases in the graduation rates of identified McKinney-Vento students
		Data showing decreases in school discipline rates of identified McKinney-Vento students
		Data showing increases in the number of identified McKinney-Vento children under age six enrolled in early childhood education
		Data showing increased parent/guardian/caregiver involvement
		Data showing increases in the number of identified McKinney-Vento students transitioning to post-secondary education
		Other (please describe):
	hom pres a Pr	es the LEA plan to provide services specifically for preschool-aged children experiencing nelessness and their families? Explain. As a cyber school we are not able to offer school programming, but we do identify preschool aged students and provide them with A secure ID and information about preschool options available in their area.
15.		s the LEA plan to provide services specifically for unaccompanied youth? Explain. Yes, our natified unaccompanied homeless youth will have opportunities to complete the needs assessment.
16.	Che	ck the boxes indicating the policies and/or practices in place in the LEA.
	₫	The LEA will ensure that services provided with this subgrant will not isolate or stigmatize children and youth experiencing homelessness.
		The LEA will ensure that this subgrant will be used to help children and youth attend, participate fully, and succeed in academic and extracurricular opportunities offered to all students.
	Ø	The LEA will ensure that services provided with this subgrant will supplement, expand, improve upon, or provide access to services provided as part of a school's academic or extra-curricular program, but not replace such services.
	⊻	The LEA will ensure that children and youth experiencing homelessness are integrated into the regular education program.
17.	Indi	cate that the LEA makes the following assurances:
		The LEA assures that the combined fiscal effort per student, or the aggregate expenditures of that agency and the state with respect to the provision of free public education by such agency for the fiscal year preceding the fiscal year for which the determination is made, was not less than 90 percent of such combined fiscal effort or aggregate expenditures for the second fiscal year preceding the fiscal year for which the determination is made.
	√	The LEA assures that the applicant complies with, or will use requested funds to comply with, paragraphs (3) through (7) of section 722(g) of the McKinney Vento Act.
		The LEA assures that it will collect and promptly provide data requested by the State Coordinator pursuant to paragraphs (1) and (3) of section 722(f) of the McKinney Vento Act. The LEA assures that it will meet the requirements of section 722(g)(3) of the McKinney Vento Act.

AUN: 126510020 Appendix C

Payment Terms, Responsibilities and Contact Information

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

David Boyer bodavi@pa.gov (717) 705-2881

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. The Grantee agrees to implement a cash management system which 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, the Grantee agrees to 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;
 - 2. Final Expenditure Report; and
 - 3. Final Detailed Budget Narrative. These two expenditure reports are due no later than 60 calendar days after the grant terminates.
- d. The Grantee will conform to all policies and guidelines cited in the Grantor'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 Commonwealth reserves the right to disapprove any expenditures by the Grantee which are not in accordance with this Agreement.
- f. As part of the fiscal monitoring of expenditures, the Grantee will use the File Transfer Program (FTP) system to upload all required documentation monthly. Documentation includes spreadsheets plus backup documentation (receipts, purchase orders, etc.). Grantees will be provided with a username and password for uploading the monthly documentation. Refer to the FTP Procedures and FTP Upload Instructions located in the budget instructions and forms Excel file.
- g. If Grantee is noncompliant, PDE will withhold payments until all documentation is received and approved.

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 <u>is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.</u>

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 <u>may at its sole discretion</u> 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

AUN: 126510020 Appendix C

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** –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) calendar 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.