



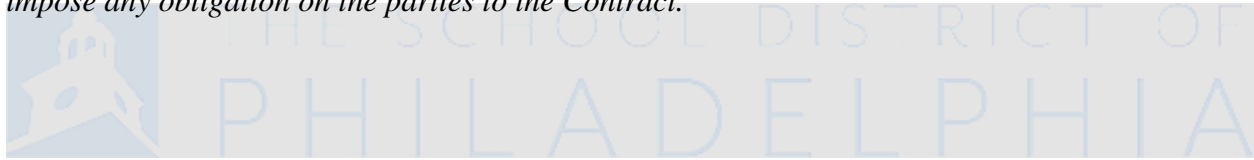
Sharif El-Mekki - The Center for Black Educator

Development

The School District of Philadelphia
440 N Broad Street
Philadelphia, PA 19130

Contract Number	4951
Contract Name	Sharif El-Mekki - The Center for Black Educator Development
Start Date	19-Jan-2024
End Date	30-Jun-2024
Program Office	Academic Support

The following document, beginning on page 2 (the "Contract"), does not constitute a legally enforceable contract, and the School District has no obligation to pay the above named Supplier, unless and until (1) the Contract is fully executed and (2) the Supplier has received an official School District purchase order, if applicable. This cover page does not constitute part of the Contract, is not incorporated into the Contract, and is included for reference only. It does not impose any obligation on the parties to the Contract.



LIMITED CONTRACT (the "Contract"; Form OGC-1; revised 07/2020)
Funding Source: Academic Support - Title II
Contract Number: 4951
Board of Education Action Item: 8, 06/29/2023

The School District of Philadelphia ("School District"), located at 440 N. Broad Street, Philadelphia, PA 19130, and **The Center For Black Educator Development** ("Contractor"), located at 7901 Hidden Ln, Elkins Park, PA 19027-1103, Montgomery, as of 01/19/2024, agree that the Contractor shall carry out the following services (the "Work") for the School District:
Create and deliver a 30 minute Keynote Address at the 2024 Educator Symposium
Keynote Speaker

Please attach additional letters or other documents, if any, describing the Work; the parties hereby incorporate these attachments, if any, into this Contract.

The Contractor shall start the Work on the later of 01/19/2024 and upon approval, and complete the Work on 06/30/2024 (the "Work Period").

For administrative purposes associated with this Contract, including, e.g., billing and payment, the term of the Contract shall begin on the later of 01/19/2024 and upon approval and end 06/30/2024 (the "Term"), unless terminated sooner by the School District as provided in this Contract.

Total Compensation shall not exceed: \$2,500.00.

Modifications. The Parties have agreed to the following modifications to the terms and conditions set forth elsewhere in this Contract:

1. *Master Grant Agreement and Contractor Requirements*

1. *Master Grant Agreement.* This Contract is funded in whole or in part by Consolidated Federal Grant Agreement, dated July 1, 2023, by and between the School District and Pennsylvania Department of Education (the "Master Grant Agreement"); OGC Contract No. 87FY24; FA-999-24-0335 is delivered as part of the Contract at the time of execution and is hereby incorporated into and made a part of the Contract as if set forth herein in full, as terms and conditions of this Contract to the same extent as if it were attached hereto. The Parties by execution of the Contract acknowledge their consent to the Master Grant Agreement's incorporation into the Contract. The Contractor acknowledges and agrees that the Master Grant Agreement sets forth the terms and conditions upon which the School District receives the funds with which it will make payment to the Contractor hereafter.

2. *Contractor Requirements.* The Contractor shall abide by the Federal Grant-Funded Agreements Contractor Requirements for Limited Contracts and/or Pennsylvania Department of Education Contractor Requirements for Limited Contracts (collectively the "Contractor Requirements"), as applicable, which are available at <https://www.philasd.org/generalcounsel/forms/> and hereby incorporated into and made a part of the Contract to the same extent as if it were attached hereto. The Parties by execution of the Contract acknowledge their consent to the incorporation of the Contractor Requirements into the Contract.

2. *Implementation of Master Grant Agreement and Contractor Requirements.*

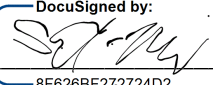
The Contractor shall observe and perform when due all covenants, agreements and obligations of the School District under the Master Grant Agreement and Contractor Requirements to the extent applicable to the Contractor's Work under this Contract, including but not limited to reports, cost sharing, payment, confidentiality and privacy, publicity, civil rights and nondiscrimination, disputes, research, closeout, audit, compliance with other Commonwealth and federal requirements, School District assurances, and patents, copyrights and trademarks.

The Contractor shall not commit or permit to be committed any act or omission which shall or may breach any term or condition of, or constitute a breach of contract or an event of default under, the Master Grant Agreement and Contractor Requirements. The Contractor acknowledges and agrees that in the event of the termination of the Master Grant Agreement or the School District's interest therein, for any reason, then the School District shall have the right and option to terminate this Contract by notice to the Contractor without any liability whatsoever of the School District to the Contractor. All of the terms and conditions contained in the Master Grant Agreement and Contractor Requirements are incorporated in this Contract as if set forth herein in full, as terms and conditions of this Contract. The Contractor shall promptly carry out any proper orders or directions of the School District given pursuant to the Master Grant Agreement and Contractor Requirements. The Contractor shall comply and shall cooperate with the School District in order to ensure that the School District complies faithfully, with the requirements of the Master Grant Agreement, and Contractor Requirements, and Applicable Law pertinent to the Master Grant Agreement and Contractor Requirements and the public funding associated with the Master Grant Agreement.

THIS DOCUMENT DOES NOT CONSTITUTE A LEGALLY ENFORCEABLE CONTRACT, AND THE SCHOOL DISTRICT HAS NO OBLIGATION TO PAY THE CONTRACTOR, UNLESS AND UNTIL THE SCHOOL DISTRICT'S APPROVING OFFICIALS AND THE CHAIR OF THE LIMITED CONTRACT COMMITTEE HAVE SIGNED BELOW. THE CONTRACTOR HAS REVIEWED AND AGREES TO THE LIMITED CONTRACT STANDARD TERMS AND CONDITIONS ATTACHED TO AND INCORPORATED IN THIS CONTRACT.

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

The Center For Black Educator Development

DocuSigned by:
By:  September 28, 2024
8F626BF272724D2...
Founder/CEO

The School District of Philadelphia

DocuSigned by:
By:  September 28, 2024
Principal or Chief
136520719056498...

DocuSigned by:
 September 30, 2024
7743495A5BAE4D5...
Dep. CFO

LIMITED CONTRACT STANDARD TERMS AND CONDITIONS

(OGC-1; revised 10/2021)

1. *Standard of Care; Compliance, etc.* The Contractor shall carry out the Work with the highest competence and diligence of providers in its field, and shall cooperate with the School District and others, if any, whose work affects or is affected by its Work. The Contractor shall complete the Work to the satisfaction of the School District. The Contractor shall comply with all applicable law in connection with this Contract, i.e., Whistleblower Protection under 41 U.S.C. § 4712; Pennsylvania Act 126, 24 Pa. Stat. § 12-1205.6; the Pennsylvania Right-to-Know Law, 65 Pa. Stat. § 67.101 to 67.3104; 24 Pa. Stat. § 1-111.1, Employment History Review, as amended, and all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work and includes all applicable case law, court orders, injunctions and consent decrees (collectively, "Applicable Law"). The Contractor's materials, if any, shall be good, free of defects, merchantable and fit for the School District's particular purposes. Payment by the School District, or acceptance of the Work, does not relieve the Contractor of responsibility for its materials and Work, and if necessary, without additional compensation, the Contractor shall promptly correct any errors or omissions in the Work. Time is of the essence of the Contractor's performance of the Work, including the delivery of any materials to the School District, under this Contract. The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor's business operations so as to minimize any interruption of the Work to the School District.

2. *Site License.* If the Contractor carries out any of the Work on School District premises, the School District grants the Contractor a limited, revocable license to use only such School District premises as required in order to complete the Work. The Contractor shall comply with all rules and regulations applicable to its use of School District premises. The Contractor shall promptly and fully reimburse the School District for the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees or subcontractors.

3. *Background Checks.* In compliance with 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Con. Stat. Ann. §§ 6344, 6344.2, as amended, before starting any Work, the Contractor shall submit to the School District the originals of a current (i.e., dated within five (5) years prior to the Contractor's starting Work for unpaid volunteers and dated within one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) unless the School District has in the preceding five (5) years received and properly reviewed the individual's checks, in which case the parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and certification form in a form acceptable to the School District)) (a) Pennsylvania State Police criminal history record information report, (b) Federal Bureau of Investigation federal criminal history record information, (c) child abuse history official certification, and (d) a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. § 1-111.1) and all relevant matters and materials disclosed for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its subcontractor's employees, officers, agents, servants, volunteers or subcontractors who may have Direct Contact with children or Direct Volunteer Contact while performing any of the Work. "Direct Contact with children" and "Direct Volunteer Contact": see 22 Pa. Code § 8.1 and 23 Pa. Cons. Stat. Ann. § 6303(a), as amended. The Contractor shall ensure that it and its officers, employees, agents and subcontractors comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any subcontractor of an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e). The Contractor shall provide notice to the School District, within forty-eight (48) hours, of all notices and reports required, and all checks conducted, under § 1-111(j).

4. *Invoices.* The Contractor shall give the School District detailed invoices describing all Work performed and promptly upon request shall provide evidence satisfactory to the School District supporting any and all items set forth on an invoice.

5. *Taxes and Other Obligations.* In general, the School District will not contract with

persons delinquent in payment of any Commonwealth of Pennsylvania (the "Commonwealth") or City of Philadelphia taxes (the "City") or other indebtedness at the making, or at any time during the Term, of this Contract. The Contractor agrees, for itself and any person controlling, controlled by, or under common control with, the Contractor (each, an "affiliate"), that the Contractor, at any time during the Term of this Contract, on notice from the School District, shall deliver to the School District proof in writing of its and its affiliates': (a) tax compliance, in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue; and (b) execution and delivery of a settlement agreement or other plan to satisfy any indebtedness to the City for or on account of any City tax, or to satisfy any other obligation owed by the Contractor or its affiliates to the City; and to the Commonwealth for or on account of any Commonwealth tax, or to satisfy any other indebtedness or obligation owed by the Contractor or its affiliates to the Commonwealth. The foregoing to the contrary notwithstanding, however, the Contractor and its affiliates may diligently and in good faith pursue any bona fide claim or appeal with the Commonwealth, or the City, of its liability or the amount of any tax or other obligation to the Commonwealth or the City to the final appeal, resolution or compromise thereof with the Commonwealth or the City, as the case may be. The Contractor and its affiliates shall promptly pay all uncontested taxes and other obligations to the Commonwealth and the City. The Contractor grants the School District the right to set off against, and the right to withhold payment of, any and all Compensation accruing under this Contract and any other contract, in order to provide for the payment by or on behalf of the Contractor and its affiliates of all of taxes and other obligations then owed by the Contractor or any affiliate to the City or the Commonwealth. Each party may rely on certificates provided by the City or the Commonwealth in withholding payment or exercising a set off under this Section 5.

6. *Grant Funding; Crossing Fiscal Years.* If the School District pays for any of the Work with funds received by the School District as a grant, or on any other terms, from any source, including the United States of America, the Commonwealth, the City, including any department or agency thereof, or from any private charity or corporation, then the Contractor shall comply with the terms of the applicable grant contract. The School District shall give the Contractor a copy of the grant on request by the Contractor. If the School District will pay any of the compensation in any fiscal year after the current fiscal year (fiscal years run July 1 – June 30), the compensation that may accrue in the following fiscal year remains subject to legally mandated budget authorization by the Board of Education, under Applicable Law. If for any reason the Board of Education does not provide funds for compensation to accrue hereunder in a subsequent fiscal year, then this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. *Best Pricing.* The Contractor shall furnish services to the School District at the lowest price that the Contractor charges other similarly situated parties. If the Contractor charges more than this amount, in addition to all other remedies, the School District shall have the right to a refund in the amount of overcharge, plus interest at the rate of 0.5% per month from the date the overcharge was paid. The Contractor shall not charge different School District units, e.g., schools or administrative offices, different prices for providing a specific service or program in a given fiscal year.

8. *Independent Contractor; No Partnership.* The School District has engaged the Contractor as an independent contractor to carry out the Work. Neither the Contractor nor any of its agents, employees or subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District, and these persons shall have no right to receive any School District employee benefits or any other privileges or immunities of any School District employee. Neither the Contractor nor its agents, employees or subcontractors shall hold themselves out as agents or employees of the School District, and none has any power legally to bind the School District to any third party. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the parties have not created, do not intend to create, and no party, nor any other person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work.

9. *Non-Discrimination.* The Contractor, for itself, its directors, officers, agents, employees and subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, sexual orientation, handicap,

disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District is an equal opportunity employer under Applicable Law, and requires the same of the Contractor. The School District shall not do business with any person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. If the Contractor breaches this Section 9, the School District has the right to terminate this Contract.

10. *Subcontracts and Assignment.* The Work constitutes personal or professional services, or both, of the Contractor. The Contractor shall not subcontract any of the Work or any other obligations under this Contract, in whole or in part, without in each case obtaining the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion. Except through an approved subcontract, the Contractor shall not assign this Contract, or any part of this Contract, including payment, without the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion.

11. *Audit.* During the Term of this Contract, and for six (6) years after its expiration or termination (24 Pa. Stat. § 5-518), the School District, the Controller of the City, the Commonwealth, including its Auditor General, or, if federally-funded, the federal department or agency, or any of their authorized representatives, may audit any and all aspects of the Contractor's payments and performance under this Contract, including its billings and invoices. The Contractor shall retain all records and documentation pertaining to this Contract for not less than six (6) years following expiration or termination of this Contract.

a. *Inspector General.* The School District's Inspector General shall have all the rights, powers and privileges of an Auditor under this Contract, and any and all additional rights, powers and privileges as provided by Applicable Law and by delegation from the Board of Education. The Contractor shall cooperate and comply with any audit or investigation by the School District's Inspector General, or by any other inspector general having jurisdiction over the School District, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and subcontractors shall cooperate fully with the School District's Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District's Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, e.g., meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, as necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any subcontractor.

12. *Indemnification; Notice and Defense of Claims.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents, and the members of the Board of Education and the School Reform Commission, from and against any and all losses, expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, liability and expenses for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants, or for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination or adverse effects on the environment, intentional acts or omissions, failure to pay any subcontractors or suppliers or any event of default under this Contract that may arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (a) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (b) within five (5)

business days of receipt of notice of the claim, give notice of the claim to the School District. The Contractor shall defend all claims described in this Section above with competent and experienced counsel acceptable to the School District. If the Contractor fails to assume the defense of any and all claims described in Section 12 above within fifteen (15) days of notice from the School District, or if within such fifteen (15)-day period actual prejudice may occur if action is not taken, then at the Contractor's cost and expense, the School District may undertake the defense, compromise or settlement of any such claims or consent to the entry of a judgment with respect to such claims, on behalf of and for the account and risk of the Contractor, and the Contractor shall thereafter have no right to challenge the defense, compromise, settlement or consent to judgment of such claims by the School District.

13. *School District Immunities; Self-Insurance.* Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education and the School Reform Commission, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth, including under 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq.*, as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education and the School Reform Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by Applicable Law. The Contractor acknowledges and agrees that the School District self-insures for general liability, automobile liability, workers compensation and other purposes.

14. *Insurance.* Before the Contractor performs any Work under this Contract, the Contractor shall submit to the School District and the School District's Risk Manager, for approval thereof, ACORD certificates of insurance evidencing:

- Commercial General Liability Insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If the Contractor will have Direct Contact with children, the Contractor's commercial general liability policy may not and shall not have any exclusion for actual or alleged wrongful physical or sexual contact, abuse or molestation.
- Automobile liability insurance coverage in the amount of \$1,000,000 per occurrence, if the use of an automobile is necessary to comply with this Contract.
- If the Contractor has any employee(s), Workers' Compensation (statutory limits) and Employer's Liability (policy limits of \$100,000 bodily injury by accident; \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease).
- Professional Liability Insurance coverage in the amount of \$1,000,000; with a deductible not to exceed \$100,000.
- For any Contract involving technology, Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime coverage in the amount of \$1,000,000 per claim and \$1,000,000 aggregate; Privacy Breach Notification and Credit Monitoring: \$5,000,000 per Occurrence.

The certificate of insurance must include the School District, and its Board of Education and members, officers, employees and agents, and such other public entities as the School District may require, as additional insureds with respect to the Commercial General Liability Insurance, and the Contractor's insurance policy must be so endorsed.

The School District reserves the right to require greater coverage limits, additional coverages, or both, on particular contracts, and to require vendors to provide insurance certificates evidencing the required coverages. The services for which the School District may require greater coverage limits, additional coverages or both include but are not limited to transportation, construction, the use of watercraft or aircraft, the use of medical professionals (doctors, nurses, counselors), security services involving police or security guards, services involving financial planning, and services involving the use of hazardous materials. Contractors providing professional development presentations to educators, provided that children will not be present, and which do

not include physical demonstrations including but not limited to scientific or athletic demonstrations, need not present proof of general liability insurance coverage unless the School District determines that the activity or activities present a particular risk requiring insurance coverage.

15. *FERPA and Confidentiality; Data Ownership; Security; Data Breach.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others. The Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children. The Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall have no right to use the name of the School District, or its seal, logos or marks, except upon the prior consent of the School District. In supplementation and not limitation of the foregoing, the School District retains and reserves ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time, including after the Term of this Contract, the School District may require that the Contractor promptly deliver to the School District all or any portion of any data provided by the School District and the Contractor shall, without charge to the School District, deliver the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, e.g., by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data, except upon the prior express written consent of the School District. On the expiration or earlier termination of the Work Period of this Contract, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor and thereupon the Contractor shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any subcontractor. The Contractor shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of confidential information or any other information which identifies students, employees or officers of the School District and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work. The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside. The Contractor shall promptly and timely, within twenty-four (24) hours of becoming aware, disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of confidential information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers.

16. *Conflicts of Interest.* The Contractor, for itself, its affiliates, directors, partners, principals, members, officers, employees, agents and subcontractors, covenants and warrants that neither it nor any of them have any public or private interest which conflicts or may conflict in any manner with the performance of the Work, and that neither it, nor any of its affiliates, directors, partners, principals, members, officers, employees, agents or subcontractors shall acquire directly or indirectly any such interest. Such conflicts include but are not limited to the use of any public authority, office or employment or any confidential information received by or through any public office or employment for the private pecuniary benefit of the Contractor or any of the foregoing; except, however that the term shall not include any action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a smaller class consisting of an industry, occupation or other group which includes the Contractor or any of the foregoing or any member of the immediate family of the Contractor or any of the foregoing. The Contractor shall disclose promptly and fully to the School District all interests which may constitute such a conflict. The Contractor shall not share any portion of the compensation or fees paid by the School District for services hereunder with any individual if

such individual, holds, or has held in the past year, a position of substantial responsibility with the School District or if such individual participated in any way on behalf of the School District in developing this Contract. The Contractor acknowledges that this Contract remains subject to the School District's Code of Ethics.

17. *Debarment and Suspension.* The Contractor certifies for itself, its affiliates, principals, and subcontractors, that none are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the Work under this Contract or any other contract, bid or request for proposals by any federal government, state or local government entity including but not limited to the School District.

18. *Default.* If the Contractor fails to comply with any of the terms, covenants or conditions of this Contract, fails to perform any of the Work set forth in this Contract, or breaches any of the representations or warranties herein, the School District may declare an event of default. The School District shall have the right to one or more of the following remedies upon an event of default: (a) to complete the services, with the Contractor liable for any excess costs incurred; (b) to terminate this Contract; (c) to compel specific performance by the Contractor; (d) to recover all its money damages; (e) to withhold all or part of compensation due; and (f) any and all other statutory, legal and equitable remedies.

19. *Termination for Convenience.* The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, without penalty, cost or liability to the School District, by delivering fourteen (14) days prior notice to the Contractor of the School District's intention to terminate this Contract. If the School District terminates this Contract, the School District shall pay for any Work satisfactorily completed before termination, but the Contractor shall have no right to any costs caused by, or loss of profits for, Work that the Contractor did not carry out due to the termination, or for loss of profits for services the Contractor could have performed for other persons. On receipt of a termination notice, the Contractor shall immediately effect the orderly discontinuance of the Work, and shall promptly collect, assemble and transmit to the School District, at its sole expense, all materials developed under this Contract.

20. *License; Property Rights.* For the duration of the Work Period, the Contractor grants to the School District the royalty-free right to use, reproduce, distribute copies of, display, and perform, all materials, including without limitation studies, media, curricula, and other things of any nature, developed or delivered as part of the Work of this Contract. The Work and any materials delivered by the Contractor under this Contract shall not infringe on any valid patent, trademark, trade name or copyright, and the Contractor shall, at its own expense, defend any and all actions or suits charging such infringement and indemnify and hold the School District harmless in the case of such action or suit. The Contractor acknowledges and agrees that all original work created by the Contractor as part of its Work are specially ordered by the School District and shall be considered "work for hire" as defined in 17 U.S.C. § 101(2). For avoidance of doubt, subject to the license granted in this Section 20., each party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

21. *Notices.* The parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The parties deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service), or refused upon courier's attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, the parties shall send notices to the other party's representative at the addresses set forth above in this Contract. The parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, "this is a legal notice under Contract". Each party may change its designee for receipt of notice by giving notice thereof to the other party in conformity with this Section 21.

22. *Governing Law; Jurisdiction, Venue.* The parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the parties cannot amicably resolve any

dispute and a party resorts to legal action, that party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania. The parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in Philadelphia, Pennsylvania and each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts therefrom) and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.

23. *Severability; Waiver.* If a court holds any clause of this Contract invalid, that holding shall not affect or impair the validity of any other clause of this Contract; the parties deem the clauses severable and clauses not invalidated shall remain in full force and effect. No one shall or may find that a party has waived any clause in this Contract, any event of default, or any remedy provided for in this Contract, unless that party has given its waiver in a writing signed by that party.

24. *Third Parties.* Nothing in this Contract creates any contractual relationship with, or gives any right, remedy, or cause of action in favor of, any third party against either the School District or the Contractor. The parties do not intend that anything in this Contract create any right or benefit to or for any third party.

25. *Counterparts; Electronic Signatures.* The parties may execute and deliver this Contract in any number of counterparts, each of which the parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention under the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq.*

26. *Integration; etc.* This Contract, including its exhibits and attachments, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, as well as any and all course of dealing, concerning the subject matter of this Contract, all of which the parties have fully integrated herein. No amendment or modification shall have any effect unless in writing and signed by both parties. Any provisions of this Contract which contemplate performance by a party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation indemnification. This Contract legally binds the parties and their respective successors and assigns.

EXPENSE TYPE	This list appears in the "Expense Type" dropdown
-	EXAMPLES:
Lodging	Hotel
Meals	Restaurants & business meals
Shipping	Shipping materials
Travel	Airplane, train, bus, Ubers, parking fees
Supplies	Tools, supplies, printing
Honorarium	Speaking engagement blanket fee

IRS Business Travel Expenses Information

<https://www.irs.gov/taxtopics/tc511>

Simple Expense Report



By Vertex42.com

<https://www.vertex42.com/ExcelTemplates/excel-expense-report.html>

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Talent - Other - 56.

Title: Ratification of Contract with The Center for Black Educator Development Presenter (\$2,500) - Added 6.10.2024

Board of Education Meeting Date: 6/27/2024

Action under consideration

The Administration recommends that the Board of Education ratify the execution and performance of a contract by The School District of Philadelphia, through the Superintendent or his designee, subject to funding, as follows:

With: The Center for Black Educator Development

Purpose: Delivery of the keynote address at the 2024 Educator Symposium

Start Date: January 19, 2024

End Date: June 30, 2024

Compensation not to exceed: \$2,500

Location(s): Administrative Offices

Description:

Why is this contract needed? Why is this a ratification?

The identified contractor delivered the keynote address during the 2024 Educator Symposium. This Keynote speaker is able to connect educators with the teaching and learning that is taking place in classrooms and the broader community. Our goal with this event is to look beyond the classroom to the ways we are preparing our students to step into their communities as empowered change agents. Although the LCA was under the \$20,000 threshold for board approval, the payment was not processed prior to the date services were rendered on April 20, 2023; therefore, board approval is required.

How is this work connected to the District's plan to achieve Goals & Guardrails?

The Office of Teaching and Learning's work with The Center for Black Educator Development Presenter directly aligns with the Board of Education's Guardrail #4. Our students' potential will not be limited by practices that perpetuate systemic racism and hinder student achievement. Educational equity for our students is at the core of our work as coaches, professional learning specialists, and leaders. The outside contractor for this event provides the external perspective to bridge the work we do in schools with the work that is taking place in communities.

How will the success of this contract be measured?

In terms of specific outcomes, we will equip educators to address the sociopolitical culture that informs the lives and experiences of us all. Our Keynote speaker lays the foundation of the day's learning and motivates educators as they enter into professional learning. By clearly communicating the importance of the content in the sessions and its applicability to the situations students will encounter outside of the classroom, educators will carry with them the immediacy and impact of their sessions. We will evaluate the effectiveness of the contracted services through follow up surveys of participants, particularly gauging the impact of the Keynote speaker.

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

When selecting this vendor, we consulted with District internal stakeholders by reviewing the content of the professional learning and needs of the team based on prior development.

Office Originating Request: Talent

Charge Account(s):

FY24: 110-1100-2025-9KS0-2271169-532901-000000-00000 (\$2,500)

Federal Award Number: Various

BOE Action Item 1 (May 25, 2023)

Agency: Philadelphia City SD

Federal Award Date: 7/1/2023

AUN: [REDACTED]

Federal Award Agency: US Department of Education

Original Application

CFDA Number and Title: various Consolidated Application

Vendor Number: [REDACTED]

CONSOLIDATED FEDERAL GRANT AGREEMENT

This Consolidated Federal Grant Agreement ("Agreement") is made by and between the Pennsylvania Department of Education, ("Department"), and Philadelphia City SD located at 440 North Broad Street, Philadelphia, PA 19130, ("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 programs under the "Every Student Succeeds Act." (The Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. §6301 et. seq.).

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

1. The Grantee will receive funds in the amount of [REDACTED], and those funds shall be used to defray program costs incurred from September 7, 2023 to September 30, 2024.
2. 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.
3. 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.
4. The following Appendices 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
- Appendix D - Worker Protection and Investment Certification Form
- Appendix E - Addendum to PDE Master Standard Terms and Conditions



5. The Grantee acknowledges having reviewed 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:

FOR THE GRANTEE

Signature: E-SIGNED by Tony B. Watlington, Sr., Ed.D. on 2023-10-18 15:58:53 GMT Date: 10/12/2023
 Title: Superintendent
 Signature: _____ Date: _____
 Title: _____

Approved as to form:
 E-SIGNED by Ryan Silverman
 on 2023-10-12 15:59:24 GMT
 Associate General Counsel
 The School District of Philadelphia

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-21.0

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds in the amount of [REDACTED]

Comptroller: _____ Date: _____

Vendor Name: Philadelphia City SD
Address: 440 North Broad Street, Philadelphia, PA 19130
Fed ID #: [REDACTED]
Vendor #: [REDACTED]

Total amount of Federal funds obligated to grant recipient: \$ _____
 If this is for research and development, please check here: _____

Grant Title	Funding Source	Project Number	CFDA Number	Allocation Amount	Award Amount
Consolidated Application	Federal	FA-999-24-0335	various	[REDACTED]	[REDACTED]
Title I, Part A - Improving Basic Programs	Federal	FA-013-24-0335	84.010	[REDACTED]	[REDACTED]
Title I, Part D - Delinquent Programs	Federal	FA-107-24-0335	84.010	[REDACTED]	[REDACTED]
Title II, Part A - Supporting Effective Instruction	Federal	FA-020-24-0335	84.367	[REDACTED]	[REDACTED]
Title III, Language Instruction for English Learners	Federal	FA-010-24-0335	84.365	[REDACTED]	[REDACTED]
Title III, Language Instruction for Immigrant Students	Federal	FA-010-24-0335	84.365	[REDACTED]	[REDACTED]
Title IV, Part A - Student Support and Academic Enrichment	Federal	FA-144-24-0335	84.424	[REDACTED]	[REDACTED]

Terms and Conditions for Title I, Part A of the Every Student Succeeds Act (20 SC §6301 et seq.) (“Act”), Improving Basic Programs Operated by Local Educational Agencies (LEAs)

1. If the Grantee operates a schoolwide program, it shall for such program:
 - a. conduct a comprehensive needs assessment;
 - b. develop schoolwide reform strategy opportunities for all students to reach the State’s academic standards, including subgroups;
 - c. use methods and instructional strategies that strengthen the academic program in the school;
 - d. increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum which may include programs, activities, and courses necessary to provide a well-rounded education;
 - e. address the needs of all children at school, particularly those at-risk of not meeting State academic standards; and
 - f. coordinate and integrate programs, services, and resources.
2. If the Grantee operates a schoolwide program, it shall conduct an annual evaluation and appropriate revision of its schoolwide plan based on its comprehensive needs assessment.
3. If the Grantee runs a targeted assistance program, for such program it shall:
 - a. use multiple, educationally related, objective criteria to identify students that are failing, or most at risk of failing, to meet the State’s academic standards;
 - b. use Title I resources to help participating children meet the State's academic standards;
 - c. ensure that planning for students served under Title I is incorporated into existing school planning;
 - d. use effective methods and instructional strategies that rely on evidence-based research that strengthens the core academic program of the school;
 - e. provide instruction by appropriately state certified teachers;
 - f. establish strategies to hire and retain high-quality, appropriately state certified teachers;
 - g. provide opportunities for professional development using Title I and other resources to train teachers, principals, and paraprofessionals, including, if appropriate, pupil services personnel parents and other staff;
 - h. provide strategies to increase parent and family engagement, such as family literacy services; and
 - i. coordinate and integrate federal, state, and local services and programs.
4. If the Grantee uses Title I, Part A funds to provide early childhood development services to low income children below the age of compulsory school attendance, it shall ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 U.S.C. 9836a(a))The Grantee shall work in consultation with schools as the schools develop and implement their plans or activities.
5. The Grantee shall comply with the requirements of Title I, Part A of the Act regarding the qualifications of teachers and paraprofessionals and professional development.
6. The Grantee shall coordinate and collaborate, to the extent feasible and necessary as determined by the LEA, with the Department and other agencies providing services to children, youth and families with respect to a school identified for improvement under section 1111 of the Act if such a school requests assistance from the local educational agency (LEA) in addressing major factors that have significantly affected student achievement in the school.
7. The Grantee shall ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.
8. The Grantee shall use the results of the academic assessments required under section 1111(b)(2) of the Act, and other measure or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the school is making

the progress necessary to ensure that all students meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(2) of the Act.

9. The Grantee shall ensure that the results from the academic assessments required under section 1111(b)(2) of the Act are provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents understand.
10. The Grantee shall ensure that migratory children and formerly migratory children who are eligible to receive services under Title I, Part A of the Act are selected to receive services on the same basis as other children.
11. The Grantee shall coordinate and integrate services provided under this part with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program.
12. The Grantee shall develop the plan for the use of Title I, Part A funds in consultation with teachers, principals, administrators (including administrators of programs described in other parts of Title I), and other appropriate school personnel, and with parents of children in schools served under Title I, Part A of the Act.
13. The Grantee shall participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 303(b)(3) of the National Education Statistics Act of 1994, as amended.
14. The Grantee certifies that the LEA has no policy that prevents or otherwise denies the participation in constitutionally protected prayer in public elementary and secondary schools as set forth in the February 7, 2003, USDE guidance.
15. The Grantee shall comply with section 1117 of the Act (regarding the participation by private school children and teachers).

Terms and Conditions for Title I, Part D of the Act, Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent or At-Risk

1. The Grantee shall evaluate the program, disaggregating data on participation by gender, race, ethnicity, and age, not less than once every three (3) years, to determine the program's impact on the ability of participants to:
 - a. maintain and improve educational achievement;
 - b. accrue school credits that meet the State requirements for grade promotion and secondary graduation;
 - c. make the transition to a regular program or other educational program operated by a LEA;
 - d. complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected or delinquent children and youth; and
 - e. as appropriate, participate in postsecondary education and job training programs.
2. When conducting evaluations, the Grantee shall use multiple and appropriate measures of student progress.
3. The Grantee shall submit evaluation results to the Department and use the results to plan and improve subsequent programs for participating children and youth.
4. The Grantee will ensure that low-income and minority students in Title I schools are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

Terms and Conditions for Title II, Part A of the Act, Supporting Effective Instruction

1. The Grantee shall provide a description of how activities are aligned to state standards.

2. The Grantee shall provide a description of professional growth and improvement.
3. The Grantee shall provide an assurance that funds will be prioritized to its Comprehensive Support and Targeted Support schools under Section 1111(d) .
4. The Grantee shall provide an assurance that spending is data-driven.
5. The Grantee shall provide an assurance that it coordinates funds with other local, state, and federal funds.
6. The Grantee assures that appropriate stakeholder consultation occurred according to section 2103(b)(3) of the Act.
7. The Grantee shall comply with section 8501 of the Act (regarding the participation by private school children and teachers).
8. The Grantee shall comply with all requirements under section 2103 of the Act regarding local uses of funds.

Terms and Conditions for Title III, Part A of the Act, Language Instruction for English Learners and Immigrant Students

1. The Grantee shall use Title III funds to supplement, not supplant, the core English as a Second Language (ESL) program provided by the LEA with state/local tax dollars.
2. The Grantee shall comply with the Parental Notification requirements in Section 1112(e)(3)(A) of the Act.
3. The Grantee shall assess annually all English learners participating in the Title III program to determine their progress in gaining English proficiency.
4. The Grantee shall annually assess on the statewide assessment all English learners in accordance with the state plan required under the Every Student Succeeds Act (ESSA).
5. The Grantee shall base Title III programs and activities on evidence-based research on teaching English learners.
6. The Grantee shall provide programs that enable English learners to speak, read, write and comprehend the English language and meet Pennsylvania academic standards and student academic achievement standards.
7. The Grantee shall ensure that all teachers in any language instruction educational program for English learners who are funded with Title III funds are fluent in English and any other language used for instruction, including having written and oral communication skills.
8. The Grantee shall develop its plan for the use of Title III, Part A funds in consultation with teachers, researchers, school administrators, parents and, if appropriate, with education-related community groups, non-profit organizations, and institutions of higher education.
9. The Grantee shall use Title III funds in ways that shall build the LEA's capacity to continue to offer high-quality language instruction educational programs that assist English learners in meeting Pennsylvania academic content and student academic achievement standards in the event that Title III funds are no longer available.
10. The Grantee represents and warrants that the LEA is not in violation of any Pennsylvania law, including state constitutional law, regarding the education of English learners, consistent with sections 3126 (Legal Authority of State Law Superseding Federal Law) and 3127 (Civil Rights) of the Act.
11. The Grantee shall comply with section 8501 of the Act (regarding the participation by private school children and teachers).
12. The Grantee shall provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel.
13. The Grantee shall provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for English learners that include parent, family, and community engagement activities and may include strategies that serve to coordinate and align related programs.

Terms and Conditions for Title IV, Part A of the Act, Student Support and Academic Enrichment

1. The Grantee, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart).
2. The Grantee, or consortium of such agencies, shall engage in continued consultation with the entities described in paragraph (1) to improve the local activities in order to meet the purpose of this subpart and to coordinate such implementation with other related strategies, programs, and activities being conducted in the community.
3. Prior to receiving an allocation under this subpart, of more than \$30,000, the Grantee shall conduct a comprehensive needs assessment of the LEA or consortium of such agencies proposed to be served under this subpart in order to examine needs for improvement of access to, and opportunities for, a well-rounded education for all students; school conditions for student learning in order to create a healthy and safe school environment; and access to personalized learning experiences supported by technology and professional development for the effective use of data and technology.
4. A Grantee receiving an allocation under section 4105(a) of the Act in an amount that is less than \$30,000 shall not be required to conduct a comprehensive needs assessment under paragraph (1).
5. The Grantee, or consortium of LEA, shall conduct the needs assessment described in paragraph (1) once every three (3) years.
6. The Grantee shall ensure that the LEA, or consortium of such agencies, will—
 - a. prioritize the distribution of funds to schools served by the LEA, or consortium of such agencies, and that they—
 - i. are among the schools with the greatest needs, as determined by such local educational agency, or consortium;
 - ii. have the highest percentages or numbers of children counted under section 1124(c) of the Act;
 - iii. are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i) of the Act;
 - iv. are implementing targeted support and improvement plans as described in section 1111(d)(2) of the Act; or
 - v. are identified as a persistently dangerous public elementary school or secondary school under section 8532 of the Act;
7. The Grantee shall comply with section 8501 of the Act (regarding equitable participation by private school children and teachers);
8. The Grantee shall use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under section 4107 of the Act;
9. The Grantee shall use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108 of the Act;
10. The Grantee shall use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a) of the Act, and shall give the Department an assurance that the LEA, or consortium of such agencies, will comply with section 4109(b) of the Act
11. The Grantee shall annually report to the Department how funds are being used under this subpart to meet the requirements of section 7, 8 and 9 of the Act.
12. A Grantee receiving an allocation under section 4105(a)(1) of the Act in an amount less than \$30,000 shall provide only one of the assurances described in paragraphs 8-10 above to the Department.

Terms and Conditions for Consolidated Local Application

1. The Grantee shall encourage greater cross-program coordination, planning and service delivery and enhanced integration of programs covered by the consolidated local application. The Program Narrative appended hereto provides for coordination and integration among the several programs consolidated hereunder. Both planning and service delivery are coordinated so as to improve teaching and learning.
2. The Grantee has adopted and shall use proper methods of administering the consolidated program hereunder, including—
 - a. the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - b. the correction of deficiencies in program operations that are identified through audits, monitoring or evaluation.
3. The Grantee shall cooperate fully with evaluators during any state or federal evaluation of any program consolidated hereunder.
4. The Grantee shall ensure that the control of funds provided under each such program and title to property acquired with program funds are in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the programs provides for assistance to those entities.
5. The Grantee shall submit reports to the Department (which shall make the reports available to the Governor) and the US Secretary of Education (“Secretary”) as the Department and Secretary may require enabling the Department and the Secretary to perform their duties under each such program.
6. The Grantee shall maintain such records, provide such information and afford such access to the records as the Department (after consultation with the Governor) or the Secretary may reasonably require to carry out the Department or the Secretary’s duties.
7. The Grantee, in developing its consolidated plan, represents that it afforded a reasonable opportunity for public comment on the plan and considered such comment in finalizing its plan.
8. The Grantee shall administer each consolidated program hereunder in accordance with all federal and state statutes and regulations applicable to that program, unless the requirement of any statute or regulation has been expressly waived in writing by the Department. In addition, the Grantee shall administer its programs consistent with its consolidated plan.
9. The Grantee shall comply with each of the following requirements when implementing its programs hereunder:
 - a. maintenance of effort;
 - b. comparability of services;
 - c. equitable participation of students and professional staff in private schools;
 - d. parent and family participation and engagement;
 - e. serving eligible school attendance areas in rank order under Section 1007(3)(A) of the Act;
 - f. selection of school attendance areas or schools under Title I Section 1007 of the Act.
 - g. use of Federal funds to supplement, not supplant, non-Federal funds; and
 - h. applicable civil rights requirements.

Terms and Conditions for Carryover

1. The Grantee may expend, any approved carryover funds from the program year immediately preceding the term of this Grant Agreement (for the costs of the programs provided under this Grant Agreement), provided that the Grantee has obtained approval from the Department and that said funds are obligated prior to the termination date of this Agreement. Any carryover funds not so obligated shall be returned to the Department within 30 days of the termination of this Agreement for return to the Federal government.

General Federal Requirements

1. The 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. The 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. The Grantee shall comply with the Uniform Grants Guidance -- Subpart D (Post Federal Award Requirements) methods of procurement to be followed, 2 CFR §200.320, unless the Grantee has adopted a written policy to take the one year extension and follow 34 CFR Part 80.
 4. The 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. The 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. The Grantee shall comply with the Uniform Grants Guidance – Subpart F – Audit Requirements, specifically sections 2 CFR §200.500-§200.512, as applicable.
 7. The Grantee shall use federal funds only to supplement the funds that would, in the absence of such federal funds, be made available from state and local sources for the education of students participating in programs, and not to supplant such funds.
 8. The Grantee shall demonstrate that the methodology used to allocate state and local funds to each school receiving assistance will ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance.
 9. A Grantee that desires a waiver of any statutory or regulatory requirement of the ESSA shall submit a request containing the information described in subsection (b)(1) to the Department. An elementary or secondary school that desires a waiver of any statutory or regulatory requirement of the ESSA shall submit a request containing the information described in subsection (b)(1) to the Grantee serving the school. The Grantee may then submit the request to the Department in accordance with subparagraph (A) if the Grantee determines the waiver appropriate.
 10. The Grantee may consolidate eligible federal funds and state and local education funding in order to create a single school funding system based on weighted per-pupil allocations for low-income and otherwise disadvantaged students as described in section 1501(d)(1) of the Act.

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, the Grantee shall clearly state:
 - a. the percentage of the total costs of the program or project that will be financed with federal money;
 - b. the dollar amount of federal funds for the project or program; and
 - c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
2. The 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.

Payment Terms, Responsibilities and Contact Information

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

Susan McCrone
Email Address: [REDACTED]@pa.gov
Phone number: 717-783-[REDACTED]

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 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, the Grantee shall submit the following financial reports to the Comptroller's Office or the Department:
 - i. Reconciliation of Cash on Hand Quarterly Report PDE Form No. 2030, and
 - ii. Final Expenditure Report.
- d. The Grantee shall 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 DEPARTMENT 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 Department determines that additional Federal or State program funds are available for use under this Agreement, the Department 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 Department reserves the right, at its sole discretion, to reduce the total

cost of this Agreement when:

- i. 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
- ii. the Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated by the Department after Execution of this Agreement hereunder; or
- iii. 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").

4. **UNEXPENDED FUNDS** – The Grantee understands and agrees that unexpended funds that 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 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 program or 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.
5. **WITHHOLDING OF FUNDING** – 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, for any of the following reasons, without limitation:
 - a. failure of the Grantee to fulfill in a timely and proper manner its obligations hereunder;
 - b. violation of laws, regulations or polices applicable to the grant or to the implementation of the program or project funded under this Grant Agreement; and
 - c. misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement.

4. **FUNDING ADJUSTMENTS**

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase:**

- i. The Department shall notify the Grantee in writing of any funding increases under this Agreement.
- ii. Upon receipt of this notice the Grantee shall revise and submit to the Department a revised Program Summary Budget and if necessary, any revised pages of the Narrative that shall reflect the increase of funds.
- iii. Funding increases will take effect upon Department's receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease:**

- i. The Department shall notify the Grantee in writing of any funding decreases.

- ii. Funding decreases will be effective upon receipt by the Grantee of the Department's funding decrease notice.
- iii. 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.

5. REDUCTION UPON PROGRAM CESSATION

The funds awarded hereunder are intended to support program purposes during the full term of the Agreement. In the event that the Grantee ceases operating the approved program or programs funded hereunder prior to the end of the term of this Agreement the award shall be automatically reduced on a prorated basis for the actual number of days of operation of the program. Without limitation of any other remedies to which it is entitled hereunder, in the event of such program cessation or in anticipation of any expected cessation, the Department shall be permitted, in its sole discretion, to terminate the monthly payments to the Grantee and withhold any of the remaining funding granted under this Agreement until the Department has been provided appropriate documentation concerning any claimed program expenses through the last date of program operation.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM


1. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
 1. Construction Workplace Misclassification Act
 2. Employment of Minors Child Labor Act
 3. Minimum Wage Act
 4. Prevailing Wage Act
 5. Equal Pay Law
 6. Employer to Pay Employment Medical Examination Fee Act
 7. Seasonal Farm Labor Act
 8. Wage Payment and Collection Law
 9. Industrial Homework Law
 10. Construction Industry Employee Verification Act
 11. Act 102: Prohibition on Excessive Overtime in Healthcare
 12. Apprenticeship and Training Act
 13. Inspection of Employment Records Law

2. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

FOR THE GRANTEE

Signature:  Tony B. Watlington, Sr., Ed.D. Date: 10/12/2023
Title: Superintendent

Name (Printed): Tony B. Watlington, Sr., Ed.D.

Contractor/Grantee Name (Printed): Philadelphia City SD

OGC Contract No. 87FY24, BOE Action Item 1 (May 25, 2023)

Federal ID: [REDACTED]

Federal Award Number: Various

CFDA #: various Consolidated Application

Vendor #: [REDACTED]

Project # FA-999-24-0335

School District of Philadelphia

AUN: [REDACTED]

Federal Award Date: 7/1/2023

Appendix E

Addendum to PDE Master Standard Terms and Conditions

The School District of Philadelphia

Special Terms and Conditions

1. *Governmental, Official and Other Immunities.* Any other provision of this Consolidated Federal Grant Agreement (“Agreement”) to the contrary notwithstanding, including but not limited to the provisions of the PDE Master Standard Terms and Conditions at www.education.pa.gov.us/mstc (the “PDE Terms”), Sections 6, and 22.b., the School District of Philadelphia (the “School District”), its officers, employees and agents and the members of the Board of Education retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), including under 42 Pa.C.S.A. §§ 8501 and 8541 et. seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents and the members of the Board of Education any other defenses or immunities available to it or any of them.

2. *School District Self-Insurance.* The provisions of the PDE Terms, Section 16, to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District may self-insure, and does self-insure, for the insurance risks and coverages otherwise required under this Agreement. The School District has the right to discontinue its self-insurance programs in its discretion, provided that if the School District elects to place one or more of the coverages otherwise required under this Agreement with an insurance carrier, then, unless otherwise approved by the Commonwealth in writing, the School District shall, at its sole cost and expense, procure and maintain in full force and effect, insurance coverage covering the performance of the services and replace such coverage or coverages, in compliance with the types and minimum limits of insurance specified in the Agreement.

3. *Confidentiality and Privacy Rights.* Any other term, covenant or condition of the Agreement to the contrary notwithstanding, the Commonwealth acknowledges and agrees that the School District remains subject to certain applicable laws providing privacy and confidentiality rights to third parties, including students attending School District schools, and their parents. The School District shall not have an obligation to make information available to the Commonwealth under this Agreement in violation of any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as to any records and information, in whatever form or format received, pertaining to individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of early intervention, special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity or disability. Further, with regard to any reports, studies or other works developed in the course of this Agreement, or as a result thereof, the Commonwealth shall not publish confidential information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, the parent or guardian thereof.

This Addendum, when attached to any Grant Agreement between the Pennsylvania Department of Education and the School District, is incorporated in and made a part of said Grant Agreement.