

**AGREEMENT BETWEEN
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
AND
THE NEWARK BOARD OF EDUCATION
FOR
THE NEWARK LITERACY PROGRAM**

This Agreement (“Agreement”), Grant Agreement Number 2025-01, by and between the Department of Community Affairs (“Department” “DCA” or “Grantor”) and the Newark Board of Education (“Board” or “Grantee”) together (“the Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, due to the increase in the number of novel coronavirus (“COVID-19”) cases in New Jersey, the surrounding region and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the “State”) on March 9, 2020, allowing for certain executive actions to respond to the increasing number of COVID-19 cases in the State; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic (the “COVID-19 Pandemic”) and on March 13, 2020, the President of the United States (“President”) declared a national state of emergency; and

WHEREAS, in response to the COVID-19 Pandemic, Congress enacted a series of laws to address the impacts of the COVID-19 Pandemic; and

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, CSFRF monies (“CSFRF Funds”) are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State received \$6,244,539,630.20 in CSFRF Funds under the ARP Act which must be used in conformance with the requirements of the ARP Act; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding dated as of July 22, 2021, with DCA, as Grants Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, pursuant to the Fiscal year 2025 Appropriations Act, P.L. 2024, c. 22 (“FY2025 Appropriations Act”), the Governor’s Disaster Recovery Office has the authority to allocate un-allocated CSFRF balances to purposes allowable under U.S. Treasury regulations; and

WHEREAS, pursuant to the Fiscal Year 2024 Appropriations Act, P.L. 2023, c.74 (“FY2024 Appropriations Act”), as may be amended from time to time, an additional One Hundred Million (\$100,000,000) of CSFRF Funds were appropriated for allocation to pandemic-related programs as determined by the Executive Director of the Governor’s Disaster Recovery Office, subject to the approval of the Director of the Division of Budget and Accounting, with notice provided to the Joint Budget Oversight Committee with respect to appropriations of CSFRF Funds of Twenty Million Dollars (\$20,000,000) or less; and

WHEREAS, pursuant to the FY2024 and FY2025 Appropriations Act, the Executive Director of the Governor’s Disaster Recovery Office, with the approval of the Director of the Division of Budget and Accounting, has allocated One Million Dollars (\$1,000,000) of CSFRF Funds to Grantee to fund the Newark Literacy Initiative (“Program”); and

WHEREAS, this Agreement represents a replacement subaward, replacing a previous agreement for the same scope, purpose, and dollar amount executed with the City of Newark on Dec. 23, 2024, and subsequently mutually terminated for convenience; and

WHEREAS, the disbursement of funds shall be undertaken in compliance with Federal, State and local laws and regulations, Executive Order No. 166 (Murphy 2020) (“EO 166”), 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, the Coronavirus State and Local Fiscal Recover Funds – Obligation Interim Final Rule, and 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable; and

WHEREAS, it is in the Parties’ mutual interests, as well as in the public interest, to have the Parties respective responsibilities memorialized in a written agreement.

WHEREAS, subject to the terms and conditions of this Agreement, DCA shall make CSFRF Funds available to Grantee in the amount of One Million Dollars (\$1,000,000).

WHEREAS, Grantee has agreed to apply the amounts received from DCA under this Agreement to the payment of costs incurred for the Program; and

NOW, THEREFORE, DCA and Grantee do hereby agree as follows:

1. Grantee shall apply the CSFRF Funds to Program costs, selected from the list set forth in **Exhibit B** attached hereto. Grantee may propose to amend **Exhibit B** by providing written notice of the proposed amendments to the Department. Within a reasonable time following receipt of Grantee's proposed amendments to **Exhibit B**, the Department shall advise Grantee in writing as to whether **Exhibit B**, as updated, is approved.
2. DCA will distribute the CSFRF Funds to Grantee in four (4) installments of Two Hundred and Fifty Thousand Dollars (\$250,000.00), the first upon execution of this Agreement. The frequency of financial reporting will be monthly and the Grant's progress reporting will be quarterly. The Department will review:
 - a. A full accounting of all expenditures to be funded with the CSFRF grant, including executed contracts and invoices, as applicable.
 - b. Alternatively, if CSFRF funds are used to reimburse Grantee's costs, the accounting shall include a description of all expenditures made and their associated costs along with proof of payment, such as a vendor receipt.
 - c. Bank statements for the separate account in which Grantee deposits the CSFRF Funds.
 - d. Such additional information as the Department may reasonably request.
3. Any and all payments for the Program to be made by the DCA shall be subject to appropriations being made from time to time by the New Jersey Legislature (the "State Legislature") for such purposes. The State Legislature has no obligation to make appropriations for such purposes. Furthermore, any and all payments for the Program to be made by the DCA are also subject to the availability of such funds. The DCA shall have no obligation to make any payment for the Program in the event of a failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds to pay costs in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay for the Program (an "Event of Non-Appropriation") will not constitute a default under this Agreement. The unavailability of such funds for the DCA to make a payment for the Program during the Fiscal Year (an "Event of Unavailability of Funds") will not constitute a default under this Agreement. The DCA will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.

5. Grantee agrees that all funds must be expended by December 31, 2026. Because the Grant is subject to the aforementioned deadlines imposed by U.S. Treasury, Grantee agrees to use the CSFRF funds before spending funding from other sources. Eligible costs for this funding can include reimbursement for eligible Program costs incurred after March 2, 2021.
6. Grantee agrees to timely provide to DCA documentation to demonstrate Grantee will expend the Grant Funds prior to Dec. 31, 2026.
7. Grantee understands that a failure to demonstrate to DCA's satisfaction that the Grant Funds will be expended prior to Dec 31, 2026 is considered noncompliance, and may result in one or more of the remedies detailed at Section 9 below.
8. Documentation and material that Grantee provides to the DCA pursuant to Section 2 of this Agreement shall be provided via email to the Director and Chief Financial Officer, Vera Ricciardi at veraellen.ricciardi@dca.nj.gov, or to the individual or system designated by DCA to receive it. All other notices and communications hereunder shall be in writing and shall be deemed given when (i) hand delivered with receipt acknowledged, (ii) sent by electronic communication, (iii) mailed by first class mail, registered or certified, return receipt requested, or (iv) sent by recognized overnight carrier, postage prepaid and with acknowledgement of delivery, to the parties at the addresses set forth below or as to each party at such other or additional address or numbers as shall be designated by such party in a written notice to the other party hereto:

Newark Board of Education
765 Broad Street
Newark, NJ 07102
Attention: Michelina Thornton
Director of Federal Programs and Grants

NJ Department of Community Affairs
Division of Disaster Recovery & Mitigation
P.O. Box 823
101 South Broad Street
Trenton, NJ 08625
Attention: Luciana DiMaggio,
Chief Officer, Legal

9. Enforcement

A. Remedies for Noncompliance

If Grantee materially fails to comply with the terms of the award, whether pursuant to a State or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Wholly or partly suspend or terminate the current award for Grantee.
3. Withhold further awards for Grantee.

4. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 5. Take other remedies that may be legally available.
10. This Agreement is supplemented by **Exhibits A, B, C and D** which are attached hereto and incorporated herein.
 11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
 12. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.
 13. The Effective Date of this Agreement shall be the later of the date executed by the Parties below.

IN WITNESS WHEREOF, the Department of Community Affairs and the Newark Board of Education have executed this Agreement:

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Samuel R. Viavattine
Deputy Commissioner

Date: _____

NEWARK BOARD OF EDUCATION

Valerie V. Wilson
School Business Administrator

Date: _____

EXHIBIT A

A. Program Description

Research has proven that monitoring 3rd grade literacy is a strong predictor for high school dropout rates. Studies show children lacking proficiency by third grade are four times more likely to exit school before attaining a diploma than proficient readers, and more lagging readers who do not acquire skills by third grade are at six times greater risk of dropout. Up to 3rd grade, children are learning to read. However, by 4th grade, reading is the essential tool used by students to gain access to the curriculum.

According to The Children's Reading Foundation, 85 percent of the curriculum is learned through reading. According to the National Center of Educational Statistics (NCES), in 2019 only 35.34% of 4th grade students were at or above proficiency, 33.58% of 8th grade students were at or above proficiency and 37% of 12th grade students were at or above proficiency. Conversely, students who do not gain necessary reading skills by 3rd grade are on a trajectory of minimal academic progress or even dropout which correlates to limited economic growth.

Since 2019, the global pandemic of CoVid-19 caused major adverse academic impact due to learning loss. According to NAEP, in 2022, average reading scores dropped lower for both fourth- and eighth-grade students by 3 points compared to 2019. On a more local level, this reality was magnified when the NJDOE posted the results of the 2022 New Jersey Student Learning Assessment (NJSLA). 19% of the 3rd graders in Newark passed the NJSLA literacy test. More alarming to the city of Newark, the mean LAL Score for all 3rd graders across the district was 686 (Level 1 Did not meet expectations). Dismally, in 9 schools, the percentage of third graders passing the English exam were in the single digits.

For all grades, Newark's literacy passing rate was 27% last year. In light of the 2022 3rd grade literacy scores, Mayor Ras Baraka developed the Mayor Ras J. Baraka Brain Trust to Address the Urgent Literacy Crisis. From that collective came 10 research based Actionable Items to Increase Literacy that will be implemented in the City Wide Prenatal to 3rd 10 Point Literacy Plan Campaign.

The Comprehensive Newark City Literacy Initiative, which is the literacy strategic plan of the Office of Comprehensive Community Education (OCCE) believes in addressing the literacy crisis problem with a comprehensive four prong approach.

The four prong approach for the city to address the literacy gap that was exacerbated by the Coronavirus is the following:

1. Delivering High Dosage Tutoring to provide immediate direct services to students in the 2nd & 3rd grade
2. Rendering Professional Development in Reading and Writing for teachers teaching early literacy with partners Montclair University & LitLife
3. Incentivizing Early Childhood Centers to improve early literacy strategies for home based centers.

4. Implementing the Newark City Moms Maternal Health & Early Literacy Initiative

High Dosage Tutoring

Point 1 of the Mayor Ras J. Baraka's Newark Citywide Prenatal to Third Grade Ten Point Literacy Plan is the recommendation for High Dosage Tutoring. The Office of Comprehensive Community

Education (OCCE) wants to partner with Rutgers IRD Reading Program, Newark Public Library and Newark Public Schools to ensure 50 to 100 students get high dosage tutoring to prepare for the upcoming testing. This partnership will be able to engage students around test readiness, reading development and writing. The program will sponsor 50 to 100 Newark 3rd grade students at level 2 or level 3 Performance Levels. The cost will range from \$20, 000 to \$30,000 based on the program models selected.

Professional Development in Reading and Writing

Point number 3 Mayor Ras J. Baraka's Newark Citywide Prenatal to Third Grade Ten Point Literacy Plan recommends that schools incorporate more writing as a strategy to improve reading comprehension. The City of Newark will partner with two partners to provide instructional support to teachers within the district. Montclair University professors from the education department will play a pivotal role in providing professional development in reading strategies to teachers. In order to increase sustainability, we will support 10 teachers to get certification in completing a reading specialist certification program at Montclair University. The company Lit Life provides a job-embedded approach to supporting teachers with writing instruction. Through literacy coaching and push in class support, schools could gear up for the upcoming NJSLA exams.

Support Early Childhood Centers

Point Four from the Mayor Ras J. Baraka's Newark Citywide Prenatal to Third Grade Ten Point Literacy Plan employs parents to enroll their children in preK 3 and preK4 programs to ensure readiness for Kindergarten. OCCE wants to partner with Program for Parents for three initiatives: 1) Incentive Early Childhood Centers to improve early literacy strategies for home based centers.2) Introduce curricula and other reading preparedness resources (libraries and other resource aligned with NJ standards) 3) incentivize improvements to early childcare centers benefits such as retirement options, increase pay support, etc.

Newark City Moms Maternal Health & Early Literacy Initiative

Newark City Moms Maternal Health & Early Literacy Initiative serves to illuminate the urgency of quality Maternal Health Delivery Systems to promote positive health outcomes for expectant mothers and promote the power of early literacy. Mayor Ras J. Baraka's vision for Newark City Moms Maternal Health & Early Literacy Initiative focuses on point six of the Newark Citywide Prenatal to 3rd Grade 10-Point Literacy Plan: Get quality prenatal care and read to the unborn child. This initiative aims to improve equitable experiences and outcomes for the systematically marginalized and underrepresented populations. The initiative is geared toward expectant mothers, educators, administrators, non-profit staff, government officials, other professionals, business leaders, community stakeholders, etc. across Newark and throughout New Jersey committed to cultivating their social justice practices to disrupt and/or remove institutional barriers for systemically underrepresented populations. OCCE program partners with the Newark Health department, Newark expectant mothers and local doulas to survey needs, inform of early literacy strategies, provide guaranteed income and stipends for doulas and offer resources for prenatal care, home libraries and healthy eating.

EXHIBIT C

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds

PRE-AWARD REQUIREMENTS

- VI. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VII. Financial Management System
- VIII. Method of Payment
- IX. Allowable Costs
- X. Period of Availability of Funds
- XI. Matching and Cost Sharing
- XII. Program Income
- XIII. Audit Requirements
- XIV. Budget Revision and Modification
- XV. Property Management Standards
- XVI. Procurement Standards
- XVII. Monitoring of Program Performance
- XVIII. Financial and Performance Reporting
- XIX. Access to Records
- XX. Record Retention
- XXI. Enforcement
- XXII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIII. Grant Closeout Procedures

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State, and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

The Grantee hereby binds itself, certifies and assures that it will comply with all federal, State, and local laws and regulations, policies, guidelines, and requirements, as they relate to the acceptance and use of federal CSFRF Funds, including all applicable State and Federal Executive Orders. The Parties expressly acknowledge that the matters which are the subject of this Grant Agreement are governed by the ARP Act, including subtitle M, and administered by the U.S. Treasury, and may be subject to ongoing modifications and clarifications. The Grantee agrees to comply with all applicable CSFRF requirements and Federal cross-cutting statutes and regulations as more fully detailed in the Schedule of Assurances attached hereto as Exhibit D and made a part hereof, in addition to the U.S. Treasury Guidance and Frequently Asked Questions, the U.S. Treasury Final Rule, and federal regulations at 31 CFR Part 35 as they may be updated from time to time, and subject to any other exceptions and waivers that may be issued by U.S. Treasury that affect CSFRF Funds.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXII(C).

II. Bonding and Insurance

It is the responsibility of the Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign or transfer any interest covered by this grant, except as may be provided for in this grant or with the express written approval of the Department.

V. Availability of Funds

The Grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature or transferred by Treasury from State and/or federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under the Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate or Treasurer to transfer shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement and in no event shall the Agreement be construed as a commitment by the Department to distribute funds beyond the termination date set in the Agreement.

VI. Special Grant Conditions for “High Risk” Grantees

- A. A Grantee may be considered “high risk” if the Department determines that a Grantee exhibits one or more of the following characteristics:
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in section VII.
 4. Has not conformed to terms and conditions of previous awards.
 5. Is found to be deficient through Department monitoring, auditing, or audit review processes.
 6. Is cited in findings or investigations initiated by entities outside the Department, that the Department feels may impact the performance of the grant or compliance with grant terms and conditions.
 7. Is otherwise not responsible and the Department determines that an award will be made, then special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.
- B. Special conditions or restrictions applicable to high-risk Grantees may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. The Department may in its sole discretion impose any of the above conditions on Grantee before or during the term of the grant. To impose a condition on Grantee pursuant to this section, a Department official will notify the Grantee as soon as possible, in writing of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing special conditions.
 3. The corrective actions which must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the Department when the Grantee cannot comply with the requirements established in this section of Exhibit B.
- B. Grantee financial management system shall provide for:
 - 1. Financial Reporting
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.
 - 2. Accounting Records
Records that adequately identify the source and application of funds for activities supported by the Department's expenditure. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and income., as applicable.
 - 3. Internal Control
Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - 4. Budget Control
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department.
 - 5. Allowable Cost
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements pursuant to 2 C.F.R. Part 200.403 et seq.
 - 6. Source Documentation
Accounting records that are supported by source documentation.
 - 7. Cash Management
Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
- C. The Department may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VII of this Exhibit C.

- D. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

VIII. Method of Payment

- A. Form of Payment -- Grantee must agree to accept cash advances via an Automated Clearing House (ACH) transaction. Subject to the exceptions listed at 2 CFR 200.305(b)(11), all cash advance funds disbursed to the Subrecipient must be deposited in an interest-bearing account.
- B. Advanced Payment – In its sole discretion, the Department may authorize an advance payment provided the Grantee demonstrates willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and its disbursement and upon receipt of a fully executed Grant Agreement and other supporting documents. Such advance, if authorized, is to cover estimated disbursement needs for an initial period so that the Grantee will not have to use its own funding for the project(s) being funded by the grant.
- C. Payment Upon Execution – It is the intent of the Department to award twenty-five percent (25%) of the One Million Dollars (\$1,000,000.00) Grant to the Grantee, or Two Hundred Fifty Thousand Dollars (\$250,000.00), upon execution of this Grant Award. The Grant will be disbursed to the Grantee by means of an ACH.
- D. Progress Payment(s) – Three (3) progress payment(s) of Two Hundred Fifty Thousand Dollars (\$250,000.00) in this Agreement, of the remaining seventy-five percent (75%) of Grant funds, shall be made upon receipt of the required financial and performance reports provided that no suspension of funding has been determined to be necessary by the Department pursuant to the provisions of the Agreement or other applicable laws or regulations. The Parties may agree to alter the distribution allocation.
- E. Final Payment Withheld – At the Department's discretion, a fixed amount may be withheld from the last payment request pending receipt of the final reports prescribed in the Agreement. If applicable, the amount that shall be withheld, if any, is not to exceed the amount indicated in the Agreement.

IX. Allowable Costs

- A. Limitation on Use of Funds. Grant funds must be used only for allowable, direct costs.
- B. Applicable Cost Principles. For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., 2 CFR Part 200), and State requirements.

X. Period of Availability of Funds

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the Department are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the Department.

XI. Matching and Cost Sharing

There are no cost sharing requirements for the Grantee under this Grant.

XII. Program Income

- A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
- B. All other program income earned during the grant period shall be added by the Grantee to funds received from the Department under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XIII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.
- B. Budget major category and/or budget line-item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by the Department. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of the Department by means of a formal amendment to the Agreement.
- C. Grantee shall request approval in writing, from the Department, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.
 - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 3. The need for additional funding or to extend the period of availability of funds.
 - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- F. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.
- G. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.
- H. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, the Department will obtain the federal agency's approval before approving the Grantee's request.

XV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to the project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's documented procurement procedures, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 et seq.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.
- B. The Grantee shall inform the Department of the following types of conditions which affect the program objectives and performance set forth in the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. The Department may, in its sole discretion, make site visits to:
 - 1. Review program documentation, accomplishments, and management control systems.

2. Provide such technical assistance as may be required.
3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XIII. Financial and Performance Reporting

- A. The Grantee shall submit monthly financial reports, in a format to be provided by the Department, and including the number of government full-time employees responding to COVID-19 as supported by this funding.
- B. The Grantee shall submit a final report that shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.
- C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- D. If requested, the Grantee shall submit interim performance reports as prescribed by the Department; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. Extensions to reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- G. Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects or services are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.

XIX. Access to Records

- A. The Grantee by executing and accepting this grant agrees to make available upon request, to the Department, any federal agency whose funds are expended during

this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents, and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.

- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for Department access to such records in any grant with the sub-Grantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the Department.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with the Department funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by the Department.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.

2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will arrange with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

Effects of Suspension and Termination

Costs incurred by Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and cannot be cancelled.

Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department taken temporarily under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the

Agreement. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.

- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit C shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXIII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
 - 1. Grant Closeout
The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
 - 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto and no later than December 31, 2026.
- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant. The Department may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced,

except such sums that have been otherwise authorized in writing by the Department to be retained.

- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

EXHIBIT D **SCHEDULE OF ASSURANCES**

The Newark Board of Education (“Board” or “Grantee”) will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury’s implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. (a) In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
(b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;

- e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of DCA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) Grantee shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Grantee may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent Grantee receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. Grantee must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded with CSFRF Funds.
2. Grantee and any grantees or subrecipients must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
3. Award Identification: The following information identifies the federal award as issued by the United States Department of Treasury to the New Jersey Department of Community Affairs.
 - Federal Award Identification Number (FAIN): SLFRP1024
 - Assistance Listing Number (ALN, formerly CFDA): 21.027
 - Total Federal Award: \$6,244,539,630.20
 - Period of Performance: March 3, 2021 through Dec. 31, 2026.