

NORTHWEST TRI-COUNTY I.U. #5

Subgrant Contract for Implementation of the ARRA IDEA-B with

Warren County School District

This agreement is entered into for the project period of February 17, 2009 through September 30, 2011 by Northwest Tri-County I.U. #5, hereinafter called the "IU" as the grantee, and Warren County School District hereinafter called the "District", as the subgrantee or contractor. The execution of this agreement is contingent upon Pennsylvania Department of Education approval of the services outlined in the agreement through the IU's application for ARRA funding.

The District hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with ARRA/IDEA; program guides issued by USDE; guidelines and directives issued by the Department; the terms of this agreement; and the provisions of the State ARRA/IDEA Plan applicable to the period of the agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards.
- B. The District shall comply with all terms and conditions outlined in ARRA/IDEA Program Guidelines, page 4, which is part of the agreement between the IU and PDE. The guidelines are included in this agreement as Attachment A.
- C. **Contract for ARRA Monies from February 17, 2009 through September 30, 2011 are \$1,168,359.**
- D. The District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records and supporting documents; those records to be available for inspection by a representative of the IU or the auditing firm performing a Single Audit for the IU.
- E. The District assures that all obligations made in association with this agreement will occur within the project period stated above. No payments can be made for obligations made outside the approved project period.
- F. The District shall ensure that past and current levels of funding for special education are maintained. If the district exercises the Maintenance of Effort (MOE), a copy of the calculation will be given to the IU.
- G. The District will submit summary expenditure reports to the IU as the formal request for payment of funds. These may be submitted on a periodic basis as deemed practical by the District. However, payments by the IU will be contingent upon receipt of funds from PDE. The final summary expenditure report must be submitted **no later than October 31, 2011.**
- H. The District will have a Single Audit performed in accordance with all applicable regulations. Upon completion, a copy of the Single Audit will be forwarded to the IU Business Office.

- I. Any final audit disallowances imposed on the IU resulting from its reimbursements to the District for expenditures under the contract shall be the responsibility of the District, and the District hereby agrees to reimburse the IU on a timely basis if any such costs are disallowed.
- J. The IU agrees to cooperate with the District in resolving any proposed disallowances the auditors of the District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities, but the IU shall not be held liable by the District for such disallowed costs.
- K. The District will submit documentation needed for ARRA/IDEA required by the grant funding. Communication between the IU and District of requirements will be forthcoming when notified.
- L. Sub-recipients must provide quarterly data in three areas:
 - a. Number of jobs created or retained.
 - b. Description of jobs created
 - c. Quarterly Activities/Product Description

The IU agrees to the following:

- A. The IU agrees to make payment to the District for allowable expenditures up to **\$1,168,359**.
- B. Payment for above will be issued upon receipt of invoice(s) accompanied by a summary expenditure report from the District provided an appropriate level of funding has been received from PDE for the project.

The undersigned authorized representative of the District hereby certifies that the District's Board of Directors has adopted the terms of this agreement and has authorized him/her to act in its behalf to enter into this agreement. The undersigned also hereby certifies that to the best of his/her knowledge, all information contained in this agreement and attachments are true and correct.

For District:



Superintendent

10-7-09

Date

For IU:

Executive Director

Date

ATTACHMENT A

VI. Allowable/Unallowable Costs

Costs that are allowed can include, but may not be limited to, the following. However, every effort must be made to allocate ACCESS reimbursable costs to State or Local funding whenever possible:

- ◆ Extended school year programs including ESY Transportation and ESY for students with disabilities placed out of state through the Special Education Plan Revision Process (SEPRN)
- ◆ Supplemental education costs to support the implementation of the Cordero court decision
- ◆ Training programs for parents, teachers and professionals/paraprofessionals who work with students with disabilities
- ◆ Occupational and physical therapy
- ◆ Hearing Impaired Services
- ◆ Vision Impaired Services
- ◆ Physically Impaired Services
- ◆ Audiology
- ◆ AT Specialist
- ◆ Orientation and Mobility Specialists
- ◆ Psychiatrists (MD certified for SED)
- ◆ Adaptive Physical Education
- ◆ Work Experience Coordinator and Job Coaches
- ◆ Speech therapy
- ◆ Special Education Teachers
- ◆ Clerical staff directly working with allowable professional staff
- ◆ Teacher's Aides
- ◆ Bus Aides
- ◆ Assistive devices
- ◆ Psychological Services
- ◆ Social Worker
- ◆ IEP Specified Nursing Functions
- ◆ Program Monitoring and Evaluation
- ◆ Early Intervening Services (optional -- available to school districts and public charter schools)

Costs that are not allowed can include, but may not be limited to, the following:

- ◆ Any expenditure made before the beginning date or after the ending date of an approved project
- ◆ School Transportation (except for field trips, ESY Transportation; etc.)
- ◆ Operational costs for school owned property (rent, heat, telephones)
- ◆ School administrators
- ◆ Construction
- ◆ Business costs
- ◆ Membership in organizations for individuals
- ◆ Travel expenses (except for project paid staff or attendance at project paid activities)
- ◆ Rental costs for IU programs housed in school district operated buildings
- ◆ Costs related to Legal Counsel and/or Attorneys Fees.

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For District:

Robert E. Lemel

Superintendent

10-7-09

Date

For IU:

Executive Director

Date

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3. STIMULUS FUNDING PROGRAMS & SERVICES (New Initiatives)

IDEA Stimulus Funding [\$1,165,039]

READ 180 [\$500,000]

This program is geared toward middle and secondary level students who struggle with reading. It has been proven to be beneficial to this group of students. We plan to begin using this program at the secondary level during the 2009-2010 school year and add the middle level reading program during the 2010-2011 school year.

Physical Therapy (PT) [\$7,000]

Adaptive Tricycles to meet the needs of the students enrolled in the Life Skills Support programs. IDEA Stimulus funding will be used to support this request.

Page 14 of 29

Tests and protocols for our Speech and Language Therapists, School Psychologists and Special Education Teachers [\$15,000]

Tests: new updated tests for use by our School Psychologists, speech and language therapists, special education teachers. A series of new tests must be ordered to meet the significant requirements for current test materials. A complete listing of all of the tests is available to for the BOD. IDEA Stimulus funding will be used to support this request.

Professional Development [\$10,000]

The need for professional development for special education teachers, special education supervisors, speech and language therapists, school psychologists, school social worker, administrators and para-educational aide is a critical need to address within the special education department. Dine & Discuss professional presentations as an outreach toward parents regarding special education

Mathematics [\$3,000]

The special education department will provide a requested training on the much-acclaimed Singapore Mathematics system. Presentation by a trainer, hands on activities, book provided for each teacher. Follow up activities will be provided later in the school year. Also, the special education teachers will receive training in progress monitoring in mathematics related to the IEP goal. This training will be ongoing throughout the school year. Each teacher will receive two books to use after the training.

Barber National Institute (BNI) to address the needs of our students with unique needs within the autism spectrum [\$16,000]

the autism spectrum [\$16,000]

Our department requests that we continue to utilize the Barber National Institute (BNI) through consultation and services to support our autistic support programs. The Special Education Department successfully worked closely with the Barber National Institute this school year. Who continue to build the autism program as we strive to meet the unique needs of the A S students. From the Barber Educational Institute, (Behavioral Specialist - autism) autism consultation services, observations of their classes, autism/curriculum/sensory integration specialist, Discrete Trial training, possible BNI Institute summer training for teachers) IU5 may also provide support for professional staff.

Success Maker Enterprise (SME) software upgrade for grades K-8 [\$67,039]

The Success Maker Enterprise (SME) curriculum, aligned with national, state, and local standards and objectives, has a proven track record for within the WCSD. This is for the upgrade of the technology with new programs that are very engaging for all K-8 the grade students in both mathematics and reading. Also the Rosetta Stone Language Learning software for gifted students @ LEC \$ 3,000.

Drop Out Prevention [\$200,000]

Check and Connect researched based program and training conducted at the WCSD twice a year, coordinator (contract w/ outside agency) mentors , extensive trainings for teachers, administrators, guidance counselors, school psychologists, mentors by Check and Connect , technological support for data collection. Additional financial support to provide monthly meetings with special education teams, family connection, credit and support within the school organization Outreach and support from organizations and agencies to provide support to this significant need for our "at risk" special education students.

Special Education Technology [\$125,000]

Technology upgrades for general classrooms that include special education students.

Special Ed. Classrooms/Technology [\$200,000]

Technology: Upgrade or replace staff /special education student computers, monitors, Smart Boards, 2 HD

video cameras, video editing server, projectors w/ warranties, Microsoft licensing, color printers to address the significant needs of our special education students

Assistive Tech [\$10,000]

The assistive technology department will provide intensive technology services for students with unique needs and meet the criteria within the special education department. One area to be addressed will be the REDCAT (RC) AMPLIFICATION SYSTEM for students with needs in diagnosed hearing impaired needs, significant auditory processing needs. These support students who have auditory processing problems.

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Positive Behavior Support trainings and Interventions Training: Positive Behavior Support trainings and Interventions [\$4,000]

The special education department will provide extensive training by our certificated instructors in providing positive behavioral interventions and supports for children with challenging needs.

CPI's Nonviolent Crisis Intervention® training program is a part of the comprehensive training approach to improve the quality and safety of the learning environments in every district for both regular education students and students with disabilities. CPI strives to keep Certified Instructors of the Nonviolent Crisis Intervention® training program informed of the evidence and research that exists regarding the effectiveness of the program. Each participant will pass a test and become certified by a trained instructor. Costs include payment for instructors, participants, etc. Also, presentations and trainings provided for our administrators and teachers on writing behavior intervention plans and functional behavioral assessments.

Training: Autism Diagnostic Observation Schedule (ADOS) [\$8,000]

According to the Western Psychological Services the "ADOS is the 'gold standard' for assessing and diagnosing autism and pervasive developmental disorders across ages, developmental levels and language skills. Several school psychologists and autistic support teachers will participate in this extensive training and earn certification.

  AGENDA ITEM <i>review</i> 		
< Previous <	View Agenda	55 (7.4) Stimulus Funding Applications > Next Item >

Comments:[Enter Comments](#)**Meeting Date:** Monday, May 11, 2009 - 6:00 PM**Category:** Other**Type:** Action**Subject:** Stimulus Funding Applications**Board Goals:****Enclosure:****File Attachment:****Summary:****Funding:****Recommendation:**

That the Board of School Directors authorizes the administration to submit Stimulus Grant applications for Basic Education Funding, State Fiscal Stabilization Fund, Title I Funding and IDEA Funding.

Recommended By:**Signed By:***Electronically Signed By***Approvals:**

Ruth Huck - Board Secretary

Signed By:*Electronically Signed By*

Dr. Robert E. Terrill - Superintendent

Original Motion

Member **(Jeff Lockett)** Moved, Member **(Thomas Knapp)** seconded to approve the **Original** motion 'That the Board of School Directors authorizes the administration to submit Stimulus Grant applications for Basic Education Funding, State Fiscal Stabilization Fund, Title I Funding and IDEA Funding.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **8** Nay: **0**. The motion **CARRIED 8 - 0**

Vote Results:

Arthur Stewart	Yes
Donna Zariczny	Yes
Jack Martin	Yes
Jeff Lockett	Yes
Katherine Oudinot	Yes
Kimberly Angove	Yes
Kirsten Turfitt	Yes
Thomas Knapp	Yes