

SUBRECIPIENT LETTER OF AGREEMENT
MTSS COHORT SERIES

This Subrecipient Letter of Agreement ("Agreement"), is entered into on **November 15, 2018**, between **Lancaster-Lebanon Intermediate Unit 13**, (hereinafter called "IU13"), a Pennsylvania Intermediate Unit, with its principal place of business at 1020 New Holland Avenue, Lancaster, PA 17601, and

SUBGRANTEE*: WARREN COUNTY SCHOOL DISTRICT (hereafter referred to as
*checks will be made out to this entity. "SUBGRANTEE")
Mailing Address: 185 HOSPITAL DR
NORTH WARREN, PA 16365

Telephone Number: (814)723-6900
FAX Number:
E-mail: reynoldsb@wcsdpa.org
Taxpayer ID# or SS# or EIN: 25-1157816
DUNS Number: 80323363

SUBGRANTEE Contact Person: Brian Reynolds
Title and contact Information: Principal

IU13 Program Administrator:
Title and Contact Information:
IU13 Contract Administrator: Keith R. Earle
Title and Contact Information: Program Director, 717-947-1014; keith_earle@iu13.org

Background: The IU13 has entered into an agreement with the Pennsylvania Department of Education to collaborate in the administration of the Pennsylvania Training and Technical Assistance Network (PaTTAN) project, and has been authorized by the Pennsylvania Department of Education, Bureau of Special Education, to disburse funds to approved SUBGRANTEES by establishing agreements with the SUBGRANTEES that set forth the conditions of the agreements.

Federal Award Identification Number (FAIN): 062-19-0033.
Federal Award Date: July 1, 2018 to September 30, 2019 with option to carryover to September 30, 2020, if granted.
Federal Award Project Description: Individuals with Disabilities Education Act, Part B (IDEA-B) – Section 611.
CFDA Number and Name: Special Education – Grants to States Program – CFDA 84.027.
R and D (Yes or No): No
Indirect Rate:

Terms: The parties, intending to be legally bound, hereby agree as follows:

1. Subject to its other provisions and the availability of funds, the term of this Agreement shall commence on the July 1, 2018 and terminate on June 30, 2019.
2. Non-Appropriation: Notwithstanding anything in this Agreement to the contrary, all obligations of IU13 to make payments hereunder are subject to the appropriation of sufficient funds for such payments by the Legislature of the Commonwealth of Pennsylvania or federal grantor agency. Failure by the Legislature of the Commonwealth of Pennsylvania or federal grantor agency to appropriate funds shall relieve IU13 from the obligation to make such payments during the term of the non-appropriation.
3. This Agreement is 100% Federally funded and the disbursement of funds is under CFDA # 84.027 Individuals with Disabilities Education Improvement Act of 2004 – Part B for Support Services, P.L. 108-446.

4. SUBGRANTEE agrees to provide services ("Services") as described in the attached Statement of Work (Exhibit A) and also, Exhibits B and C and incorporated as part of this Agreement.
5. For the services rendered and for actual costs incurred, subject to the approved and incorporated budget, the IU13 will reimburse the SUBGRANTEE an amount not to exceed **\$10,000** per Exhibits A, B and C.
6. Compliance with Program Requirements, Uniform Grant Guidance (UGG), General Terms & Conditions, which are incorporated by reference, *Commonwealth of Pennsylvania Standard Terms and Conditions STD-274 (SAP)*, and any other Governmental Laws and Regulations applicable to the SUBGRANTEE'S performance of the services provided, shall be the sole obligation and responsibility of the SUBGRANTEE and shall no longer be the obligation and responsibility of the IU13. Furthermore, SUBGRANTEE agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws and regulations governing the services to be rendered pursuant to this Agreement. Additionally, SUBGRANTEE has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.
7. SUBGRANTEE is an independent contractor to the IU13. SUBGRANTEE and its employees are not agents or employees of IU13 and the SUBGRANTEE is not authorized to make any representations or incur any liabilities on behalf of IU13. It is hereby further understood and agreed that SUBGRANTEE, in performing this Agreement, is acting in the capacity of an independent contractor, and that SUBGRANTEE is not an agent, servant, partner, nor employee of IU13. SUBGRANTEE will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local income taxes, salary, Social Security payments, and any and all other payments incurred by SUBGRANTEE in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by IU13 to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from IU13 to SUBGRANTEE and/or any and all of SUBGRANTEE's agents, servants and employees. SUBGRANTEE has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of IU13 or to bind IU13 in any way whatsoever.
8. The SUBGRANTEE hereby agrees at all times to provide qualified personnel, properly licensed, with favorable clearances and background checks in compliance with all applicable laws and regulations, including, without limitation, the Commonwealth of Pennsylvania Department of Education's, Pennsylvania Department of Public Welfare's and Pennsylvania Public School Code's requirements, to perform all tasks as more fully set forth and described in Exhibit A of this Agreement. SUBGRANTEE further warrants and represents that it is currently properly licensed or otherwise permitted to operate in the Commonwealth of Pennsylvania.
9. The SUBGRANTEE shall be solely responsible for the payment of wages, salaries, benefits, and other amounts due these personnel. Additionally, the SUBGRANTEE shall be solely responsible for all reports and obligations respecting its personnel relating to social security, income tax, and pension, unemployment withholding compensation, workers' compensation, and similar matters
10. The furnishing of all personnel, facilities, materials and other business services needed to perform the Services within budget parameters, which is incorporated by reference, shall be the sole responsibility of the SUBGRANTEE. Furthermore, SUBGRANTEE shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement at SUBGRANTEE's sole cost and expense.
11. The SUBGRANTEE agrees that any funds that may be received as a result of this Agreement are to be expended solely for the purposes set forth in the Agreement and that the Agreement may be canceled, in whole or in part, by the IU13 in the event that the funds are not utilized properly. Upon notice by the IU13 that the SUBGRANTEE has improperly spent Agreement funds, the SUBGRANTEE will return to the IU13 the amount of the improper expenditures within 60 days of the date of said notice from IU13.
12. **Examination of Records:** The SUBGRANTEE agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this Agreement to the extent and in such detail as will properly reflect all net costs, or whatever nature for which reimbursements are claimed under the provisions of this Agreement. These records are subject to review by IU13 personnel or an independent auditor contracted by the IU13. The aforementioned records must be kept not less than seven years from the ending date of this Agreement.

13. **Assignment:** SUBGRANTEE shall not assign or subcontract its obligations under this agreement without the prior written consent of IU13, which consent may be withheld in the IU13's sole discretion. Any assignment of a subcontract not consented to by IU13 shall be void. Except as provided above, the SUBGRANTEE shall bind and benefit SUBGRANTEE and IU13 and their respective successors and permitted assigns.
14. **Department and IU13 Held Harmless:** The SUBGRANTEE agrees to indemnify, defend and save harmless the Commonwealth and IU13, its officers, directors, agents and employees: (a) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, including attorneys' fees and expenses; and (b) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the SUBGRANTEE in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data. This Section 14 shall survive the expiration or termination of this Agreement.
15. **Material and Documents:** The SUBGRANTEE shall deliver to the IU13 background material prepared or obtained by the SUBGRANTEE incident to the performance of this Agreement. Material is defined as original workpapers, notes and drafts prepared by the SUBGRANTEE to support the data and conclusions in the final reports, and includes completed questionnaires, etc., and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the SUBGRANTEE during the term of the Agreement and directly related to the services being rendered. Any data, published documents, or copyright material generated in conjunction with this Agreement shall become the property of the Pennsylvania Department of Education.
16. **Governing Law:** Unless otherwise provided, the substantive law of the Commonwealth of Pennsylvania will govern this Agreement, its interpretation and performance, and the remedies for breach or any other claims related to this Agreement.
17. **Default and Termination:** If the SUBGRANTEE fails to perform the services within the time specified herein, or if the SUBGRANTEE fails to perform any of the other provisions of this Agreement, the IU13 has the right to terminate this Agreement after a review of such circumstances with the SUBGRANTEE. This Agreement may be canceled by either party upon thirty days written notice.
18. **Invoicing:** Invoices shall be paid for actual and necessary expenditures incurred. The IU13 reserves the right to withhold any or all payments when reported costs are questionable or when the SUBGRANTEE fails to comply with the terms of the Agreement. Reimbursement will be subject to "IU13 Reimbursement and Invoicing Procedures" available upon request.
19. **Reporting Requirements:** As requested.
20. **Reimbursement and Invoicing Procedures:** Upon receipt of fully executed Agreement:
1. Invoices should be submitted regularly for actual and necessary expenses in accordance with the approved pass-thru budget, if one is attached. The invoices should be supported by general ledger printouts, timesheets, purchase orders, mileage reimbursement forms, etc. as appropriate to this agreement.
 2. Invoices must be emailed or mailed to the PaTTAN Business Office at:

Email Address: rpiscioneri@pattan.net

Mailing Address: Lancaster-Lebanon IU13
Attn: Rocco A. Piscioneri
6340 Flank Drive
Harrisburg, Pa 17112-2764
3. A final invoice for actual costs incurred through June 30, 2019 must be received by July 15, 2019 in order for the IU13 to guaranty payment from this grant.

4. Payment of invoices received after the due date specified above cannot be assured and invoices received after August 31, 2019 will be denied.

21. Notices:

1. Any notices required or permitted to be given must be in writing and delivered in person, sent by certified or registered first class mail, return receipt requested, or express courier (such as FedEx or UPS), or via facsimile to the address set forth below (or to such other addresses as the parties may from time to time designate by notice to the other given pursuant to this Section 10), or via email to the email address set forth below. Such notices will not be effective until Receipt.

If to IU13: Lancaster-Lebanon IU13

**If to the
Subgrantee:**

As shown of page 1 of this
agreement.

1020 New Holland Ave
Lancaster, PA 17601
Attn: Rocco A. Piscioneri
Tel: 717-947-1014
Fax: 717-606-1992
Email:
rpiscioneri@pattan.net

2. For purpose of this Section 22, "Receipt" is defined as follows:
 - a. For hand delivery, the date the sending party delivers notice to the receiving party or its agent;
 - b. For facsimile, the date the sending party successfully faxes the notice to the receiving party and the sending party receives confirmation from its facsimile machine that the receiving party received the notice;
 - c. For United States Mail, the third day after the sending party sends the notice by certified or registered mail to the receiving party; and
 - d. For express courier, the date the express courier company delivers the notice to the receiving party or its agent.
 - e. For email, the date the sending party successfully emails the notice to the receiving party and the sending party does not receive notification that there was a delivery failure. For email correspondence, the subject line of the email must clearly identify this Agreement and the parties thereto.

23. Authority:

The person signing this Agreement on behalf of the SUBGRANTEE individually warrants that he or she has full legal power to execute this Agreement on behalf of the SUBGRANTEE, and to bind and obligate the SUBGRANTEE with respect to all provisions contained in this Agreement.

24. Policies:

SUBGRANTEE agrees that it shall follow all applicable IU13 policies pertaining to (i) student confidentiality, (ii) student welfare; (iii) use of electronic devices; (iv) unlawful harassment of students and employees; (v) civility; (vi) attire and appearance; (vii) drugs and alcohol; (viii) weapons; and (ix) health and safety in the workplace. IU13 agrees to provide all applicable policies to SUBGRANTEE upon request by SUBGRANTEE.

25. Miscellaneous:

All schedules, appendices, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within it.

Intending to be legally bound, the authorized representatives of the parties execute this Agreement effective as of the date first set forth above.

SUBGRANTEE WARREN COUNTY SCHOOL DISTRICT

LANCASTER-LEBANON INTERMEDIATE UNIT 13

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Board Secretary

EXHIBIT A – SCOPE OF WORK
Warren County SD

DATE: May 2018

TO: *MTSS Math Cohort Series*
MTSS Writing Cohort Series
MTSS Enhancing Early Literacy Outcomes Series
MTSS Enhancing Student Engagement through Integrated Tiered Systems

Re: **Stipend Requirements for MTSS Teams**

FROM: Jennifer Collins, Ed.D.
MTSS Statewide Lead Consultant

Objectives of Each Training Series:

Interdisciplinary MTSS Academic Teams will participate in one of the aforementioned series and work collaboratively to integrate standards-aligned content, effective instruction and intervention and assessment data to improve outcomes for ALL students, with a year-long focus on one student who is performing in the below basic range (significantly below average) using a continuum of reliable and valid, converging data sources. Teams will also collect evidence of systems, classroom and student change as a function of participation in this series.

MTSS Series Goals & Commitments:

1. Teams will assess fidelity of implementation of the critical components of a Multi-Tiered System of Supports for early reading, writing or mathematics.
2. Teams will enhance individual and collective knowledge and application of standards-aligned content, evidence-based instructional strategies and assessment tools.
3. Teams will receive context-embedded, on-site and customized training and technical assistance to include a focus on data analysis and instruction/intervention matching across the tiers and assessment of response to instruction and intervention using a continuum of data sources including SLO development, a specified individually administered diagnostic measure, curriculum-based measurement, pre-post rubric comparisons, and any other district measures that are available.
4. Teams will understand the concept of Rate of Improvement (ROI), how to calculate ROI and how to use RtI Methodologies to inform SLD Determination as measured by reported Fall to Spring Actual versus Attained ROI levels for each team's targeted student.

Stipend Requirements:

1. Stipend allotments may be used to cover travel and substitute costs.
2. Teams will identify evidence-based practices that they will adopt and implement with fidelity.
3. Teams will complete all data requirements associated with their respective series and submit data sources and winter and spring presentations to Dr. Jennifer Collins, MTSS Statewide Lead Consultant (jcollins@pattan.net).
4. Teams will present outcomes related to their individual case study and implications for refining their Multi-Tiered System of Support during winter and spring sessions.
5. Each interdisciplinary team must meet regularly to assess alignment of instruction, assessment and content, evaluate response and make any needed changes to instruction/intervention.

Timelines:

Stipend requirements and expense reports must be completed and submitted by June 14, 2019 to kkapp@pattan.net.

Use of Funds:

Schools may use stipend funds for the following:

1. Substitute teacher coverage and travel costs
2. Support related to data collection, analysis, and/or professional learning
3. Purchase of evidence-based resources

EXHIBIT B – BUDGET
Warren County SD

**MTSS WRITING, ENHANCING EARLY LITERACY OUTCOMES, ENHANCING STUDENT
ENGAGEMENT THROUGH INTEGRATED TIERED SYSTEMS AND/OR MATH SERIES
STIPEND**

Name of School Building: _____

Principal/Designee_____

Salary and Benefits Object Codes 100 & 200	Contracted Services Object Code 300	Travel (Staff & Non-Staff) Object Code 500	Resources/ Supplies Object Code 600	Total
\$	\$	\$	\$	\$10,000.00

**EXHIBIT C
INVOICE**

**TO: PATTAN FOR MTSS COHORT SERIES REIMBURSEMENT
Warren County SD**

**Billing for the period _____
Email this invoice with backup to Jeckert@pattan.net**

**Subject to its other provisions and availability of funds stated in the
Subrecipient Letter of Agreement**

Letter of Agreement: C189-9265

Directions: Please fill the boxes below with the actual expense amounts and attach a detail printout from your general ledger (such as the “YTD Transaction Report – Flex Report” or similar document) substantiating the amounts claimed. If the printout method is not used, then please attach copies of individual invoices, time sheets, etc. as backup. Purchase Orders are not acceptable.

Salary and Benefits Object Codes 100 & 200	Contracted Services Object Code 300	Travel (Staff & Non- Staff) Object Code 500	Supplies Object Code 600	Total
Actual amount	Actual amount	Actual amount	Actual amount	Actual amount
\$	\$	\$	\$	\$
Any combination of Object Codes listed not to exceed the total of ➔				\$10,000.00

All use of funds are subject to approval.

School district certifies that expenses reflected in this invoice for merchandise and services were incurred and received in accordance with the terms, conditions and purpose of this grant and applicable regulations for pass-thru funds.

Timelines:

Stipend requirements must be completed and submitted by June 14, 2019 per Exhibit A. All remaining expense reimbursement invoices, as specified in the executed Subrecipient Letter of Agreement with the school district, must be submitted to PaTTAN by **June 15, 2019 upon completion of the project**. Invoices received after June 15, 2019 may be denied.

Lancaster-Lebanon Intermediate Unit 13

The Lancaster-Lebanon Intermediate Unit 13 is the fiscal agent for PaTTAN.

Use of Funds:

Schools may use stipend funds for the following:

- Reimbursement can be claimed for any combination of expenses listed for the object codes in the above boxes.
- Cover substitute teacher and training costs for school staff to participate in project sponsored and other related trainings.
- Cover costs to support data collection, analysis, reporting and teaming activities.
- Purchase of resources and equipment.
- Mileage, hotel and transportation are allowed but there is NO reimbursement for food.
- Other upon written approval

Fiscal matters:

- Invoices must include as backup a printout from the LEA's accounting system supporting the expenses claimed such as the "YTD Transaction Report – Flex Report" or similar document. If the printout method is not used, then please attach copies of individual invoices, time sheets, etc. as backup.
- This financial commitment applies only to fiscal year 2018-19 (July 1, 2018 to June 30, 2019) subject to the terms of the executed Subrecipient Letter of Agreement.

Other information:

- The school district is a sub-recipient of federal funds.
- Disbursement of funds is under CFDA #84.027.
- Revenues received by the school district from the IU can be recorded to account 6832 – Federal IDEA Revenue received as pass-through revenue.
- Funding Source Dimension is 520.

Billing questions:

Please contact Rocco Piscioneri at rpiscioneri@pattan.net