Gila

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR11-0111 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 12th Day of December, 2011

THOMAS C. HORNE
The Attorney General

Assistant Attorney General

351714

KR11-0111

INTERGOVERNMENTAL AGREEMENT AMONG THE ARIZONA SUPREME COURT, THE GILA COUNTY SCHOOL SUPERINTENDENT AND THE GILA COUNTY SUPERIOR COURT

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received $1,306,718.55 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of $ 68,559 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on September 30, 2013.

5. **Duties of the AOC**

The AOC shall:

a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs

b. Provide Gila County $ 68,559 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.

c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.

d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2011/2012 and 2012/2013, respectively.

e. Provide training, education and support for detention educators regarding appropriate education remediation.

f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.

g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:

1. receipt of funds from the ADE,

2. a current original executed IGA or Amendment,

6. **Duties of the Court**

The Court shall:

a. Pursuant to A.R.S. § 15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:

1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval

by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.

c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.

d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

7. Duties of the Superintendent

The Superintendent shall:

a. Pursuant to A.R.S. § 15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:

1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2011/2012 and 2012/2013, respectively.

c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in PL 107-110 "No Child Left Behind Act of 2001" as amended and CFR) and shall provide program reports as requested to the AOC and the Court.

e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.

f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.

h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.

i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.

j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

k. Work with the Court to provide services to students in secure care settings that:

   1. provide for an academic assessment and survey of educational status while in the detention education program,

   2. attempt to coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,

   3. ensure students successfully complete assigned work while in the detention facility,

   4. ensure transfer credits for work completed while in the detention facility,

   5. assist students to transition to public and/or alternative education placements, including assisting the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913.

l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31st of each fiscal year, and include it in the final report required in paragraph 9.

m. Document the results of an assessment of basic academic skills for each student and summarize the results, and include it in the final reports required in paragraph 9.

n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.

o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.

p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.

q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.

r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

9. Expenditures

a. Reporting Requirements. A closing report is required. The Superintendent shall submit a final report no later than August 31st of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.

b. Unexpended Funds. The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30th of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed

by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.

d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2013 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. **Books and Records**

a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a

provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

12. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplused as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

13. Confidentiality

a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.

b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.

c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of

Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

14. Modification and Termination

a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.

b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

15. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

16. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

17. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

18. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

19. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

20. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

21. Legal Authority

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

22. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

23. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

24. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

25. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

26. **Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401.**

a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

27. **Scrutinized Business Operations.**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that any of the parties submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

28. **Audits.**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

29. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:
Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:
Kendall Rhyne
Director of Juvenile Court Services
Gila County Juvenile Court
1100 E. Monroe St.
Globe, Arizona 85501

SUPERINTENDENT:
Dr. Linda O'Dell
Gila County Superintendent of Schools
1400 E. Ash Street
Globe, Arizona 85501

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

12-22-11

By: Honorable Peter Cahill
Presiding Juvenile Court Judge

Date

Superintendent:

Linda L. O'Dell

12-16-11

By: Dr. Linda O'Dell

Linda L. O'Dell 12-16-11

Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By:

Date:

Board of Supervisors Counsel:

By:

Date:

Exhibit A-1
FY12 Budget Application

Public Educational Agency (PEA) **Arizona Supreme Court**	County **GILA**		Name Richard Vierling		Phone 928.402.8781	
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Part B IDEA Basic**	**IDEA Secure Care**	**Line Item Totals**
Current FY12 Allocation		**$20,233.00**	**$6,147.00**	**$36,634.00**	**$5,545.00**	**$68,559.00**
Carryover from FY11 (+)		**$2,897.03**	**$1,671.58**	**$30,646.88**	**$6,171.88**	**$41,387.37**
ADE Approved **Interest** Carryover FY11		**$3.00**	**$6.00**	**$65.00**	**$0.00**	**$74.00**
***Total Program Budget Allocation FY12 (=)**		**$23,133.03**	**$7,824.58**	**$67,345.88**	**$11,716.88**	**$110,020.37**
Instruction 1000						
Salaries	1000-6100	**$7,560.00**		$8,544.00		**$16,104.00**
Employee Benefits	1000-6200	**$617.65**		$1,536.00		**$2,153.65**
Purchased Professional Services	1000-6300					**$0.00**
Purchased Property Services	1000-6400					**$0.00**
Other Purchased Services	1000-6500					**$0.00**
Supplies	1000-6600			$20,000.00	$11,716.88	**$31,716.88**
Other Expenses	1000-6800					
Support Services 2100, 2200, 2600-2900						
Salaries	2100-6100	**$3,000.00**		$5,000.00		**$8,000.00**
Employee Benefits	2100-6200	**$533.40**		$500.00		**$1,033.40**
Purchased Professional Services	2100-6300		$2,824.58	$20,765.88		**$23,590.46**
Purchased Property Services	2100-6400					
Other Purchased Services	2100-6500		$2,500.00	$5,000.00		**$7,500.00**
Supplies	2100-6600					**$0.00**
Other Expenses	2100-6800					**$0.00**
Support Services - Admin 2300, 2400, 2500						
Salaries	2300-6100	**$10,383.00**				**$10,383.00**
Employee Benefits	2300-6200	**$1,038.98**				**$1,038.98**
Purchased Professional Services	2300-6300					
Purchased Property Services	2300-6400					
Other Purchased Services	2300-6500		$2,500.00			**$2,500.00**
Supplies	2300-6600					
Other Expenses	2300-6800					
Capital Outlay	6700 et al.			$6,000.00		**$6,000.00**
PROPOSED BUDGET EXPENDITURE TOTAL FY12		**$23,133.03**	**$7,824.58**	**$67,345.88**	**$11,716.88**	**$110,020.37**

Director of Juvenile Court Services — Date 12-22-11

Linda L. O'Dell 12-16-11
County School Superintendent — Date

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page FY2012, Exhibit A – 2

When listing staff salaries, calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	**Title ID:** .55 Instructional Aide (135 days X 4 hours X $14.00 =$7,560, **IDEA Basic:** .11 FTE Special Education Teacher (11% of $50,400=$5,544), Substitutes for SPED teacher to attend professional development activities=$3,000.	$16,104
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	**Title ID:** Benefits for Instructional Aide @ 8.17%= =$617.65, **IDEA Basic:** Benefits for .11 FTE Special Education Teacher:(11% of 8.17% of $50,400 (453) + 11% of medical benefits of $5,000 (550). Total: 1003), B.) Benefits for substitutes @ 17.78%=533	$2,687.05
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only	**IDEA Basic:** Supplies and classroom materials=$20,000. Includes filing cabinets for Special Education records. **IDEA Secure Care:** Classroom supplies and materials= $11,716.88	$31,716.88
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	**Title I:** Substitutes for regular teacher to attend professional development activities=$3,000. **IDEA Basic:** Merit Pay for SPED teacher for completion of NCA/CITA School Improvement Goals for FY2012= $5,000.	$8,000
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	**Title I:** Benefits for instructional aide @ 17.78%=$533.40, **IDEA Basic:** Benefits for Merit Pay @ 10%=$500	$500
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	**Title IID:** ASCD Membership fee, fee for Advanced Education for Accreditation for FY2012, other PD fees =$2,824.58. **IDEA Basic:** Fees for professional development, counseling/transition and other Special Education services= $20,765.88. Includes fee for	$23,590.46

	"Towards No Tobacco" program.	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	**Title IID:** Travel expenses in support of professional development for teacher and aide =$2,500. **IDEA Basic:** Travel for Special Education teacher to attend conferences, workshops, etc. = $5,000	$7,500
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title ID:** .13 Administrative Support salaries=$10,383	$10,383
Employee Benefits 6200 Title I-D and Title II-A only	**Title ID:** Benefits for .13 Administrative Support salaries=$1038.98	$1,038.98
Other Purchased Services 6500 Title II-A only	**Title IID:** Administrative travel to support professional development activities=$2,500	$2,500
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	**IDEA Basic:** 3 Laptops for teacher, student and aide use =$6,000.	$6,000