



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: December 19, 2008
Subject: JFO #2352, #2353, #2354, #2355, #2356, #2357, #2360, #2361, #2362, #2363, #2364, #2365, #2366

At the December 19, 2008 meeting of the Joint Fiscal Committee, the following grant requests were approved:

JFO #2352 — \$807,500 grant from the U.S. Department of Health and Human Services to the Vermont Agency of Human Services - Department of Health.

JFO #2353 — \$9,000 grant from the U.S. Environmental Protection Agency to the Agency of Natural Resource – Environmental Conservation.

JFO #2354 — \$161,407 grant from the U.S. Department of Justice to the Department of Corrections.

JFO #2355 — \$20,000 grant from the State Justice Institute to the Judiciary – Vermont Supreme Court.

JFO #2356 — \$333,002 grant from the U.S. Department of Justice to the Judiciary – Court Administrator's Office.

JFO #2357 — \$212,408 grant from the U.S. Department of Justice to the Judiciary – Court Administrator's Office.

JFO #2360 — \$2,000,000 grant from Substance Abuse and Mental Health Services Administration to the Agency of Human Services – Department of Mental Health.

JFO #2361 — \$21,000 grant from the State Justice Institute to the Judiciary.

JFO #2362 — \$32,125 grant from the U.S. Department of Education to the Vermont Department of Education.

JFO #2363 — \$166,160 grant from the Center for Applied and Special Technology to the Vermont Department of Education.

JFO #2364 — \$12,000 grant from the National Governor's Association to the Agency of Human Services – Department of Children and Families. **This grant was approved with the understanding that expenditure of the \$9,885 in state funds, as originally proposed, was no longer considered necessary and would not occur.**

JFO #2365 — \$19,140 donation from the Vermont Veterinary Medical Association (VVMA) to the Agency of Agriculture, Food and Markets.

JFO #2366 — \$500,000 grant from the U.S. Department of Homeland Security to the Agency of Transportation – Department of Motor Vehicles.

In accordance with 32 V.S.A. §5, these grants were placed on the Joint Fiscal Committee agenda and subsequently approved by vote of the Committee. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Robert Hofmann, Secretary
Wendy Davis, Commissioner
Michael Hartman, Commissioner
Stephen Dale, Commissioner
Andrew Pallito, Acting Commissioner
Armando Vilaseca, Commissioner
Lee Suskin, Court Administrator
Roger Allbee, Secretary
David Dill, Secretary
Bonnie Rutledge, Commissioner
George Crombie, Secretary
Laura Pelosi, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: December 17, 2008
Subject: Grant Requests

Attached please find seven (7) requests which the Joint Fiscal Office recently received from the Administration:

JFO #2360 — \$2,000,000 grant from Substance Abuse and Mental Health Services Administration (SAMHSA) to the Agency of Human Services – Department of Mental Health. These grant funds will be used to improve access to mental health services for transition-aged (16-21 years) youth. The goal of this project is for these youth to have adequate preparation and the necessary supports to be productively engaged in the community and free from incarceration.
[JFO received 12/15/08]

JFO #2361 — \$21,000 grant from the State Justice Institute (SJI) to the Judiciary. These grant funds will be used to contract for consultant services to develop an action plan for strengthening the state court system's foreign-language interpreter program, including meeting due process requirements and improving access to court-ordered programs and services.
[JFO received 12/15/08]

JFO #2362 — \$32,125 grant from the U.S. Department of Education to the Vermont Department of Education. These grant funds will be used to assist local operation agencies in implementing the interstate electronic exchange of migrant children's records through the Migrant Student Information Exchange (MSIX). Implementation of MSIX is federally required.
[JFO received 12/15/08]

JFO #2363 — \$166,160 grant from the Center for Applied and Special Technology to the Vermont Department of Education. These grant funds will be used to provide training and technical assistance for assistance technology services to students with disabilities.
[JFO received 12/15/08]

JFO #2364 — \$12,000 grant from the National Governor's Association to the Agency of Human Services – Department of Children and Families. These grant funds will be used to host the Governor's Summit on Poverty and Economic Opportunity. This grant provides support for technical assistance, planning, holding, and follow-up activities associated with the April 20, 2009 meeting.

[JFO received 12/15/08]

JFO #2365 — \$19,140 donation from the Vermont Veterinary Medical Association (VVMA) to the Agency of Agriculture, Food and Markets. VVMA is donating a Companion Animal Medical Emergency Trailer (CAMET) and associated supplies to house 50 dogs and cats in case their owners are relocated during an emergency. The value of this item represents the cumulative value of the vehicle and supplies, as well as the cost of transporting the CAMET to Vermont.

[JFO received 12/15/08]

JFO #2366 — \$500,000 grant from the U.S. Department of Homeland Security to the Agency of Transportation – Department of Motor Vehicles. These grant funds will be used to fund enhancements to offset costs associated with implementation of the Enhanced Driver's License / Identification Card, including meeting Real ID requirements.

[JFO received 12/15/08]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order.

Because the current Joint Fiscal Committee may not meet again prior to the onset of the legislative session, the Committee may wish to consider action on these items prior to the exhaustion of the 30 day review period.

STATE OF VERMONT
GRANT ACCEPTANCE FORM

SFO 2363

DEPARTMENT: Education

DATE: November 25, 2008

GRANT/DONATION (brief description and purpose):

Money is to be used toward the training and technical assistance of personnel that work with disabled students.

GRANTOR/DONOR: Center for Applied & Special Technology

GRANT PERIOD: 10/01/2007 – 03/31/2009

AMOUNT/VALUE: \$166,160

POSITIONS REQUESTED (LIMITED SERVICE): NONE

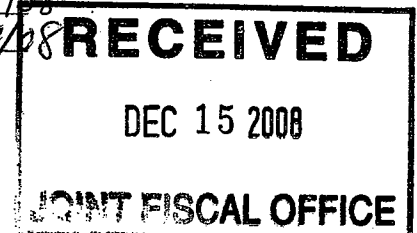
ANY ON-GOING, LONG-TERM COSTS TO THE STATE: NONE

COMMENTS:

No state match required.

DEPT. FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION:
SENT TO JOINT FISCAL OFFICE:

(INITIAL) 11/25/08
(INITIAL) 12/11/08
(DATE) 12/4/08



STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION					
1. Agency:					
2. Department:		Education			
3. Program:		Assistive Technology			
4. Legal Title of Grant:		Accessible Instructional Materials(AIM) Consortium			
5. Federal Catalog #:		84.327S			
6. Grant/Donor Name and Address: Center for Applied & Special Technology (CAST) 40 Harvard Mills Square, Suite #3, Wakefield, Mass 02880-3233					
7. Grant Period:		From: 10/1/2007	To: 3/31/2009		
8. Purpose of Grant: Training & technical assistance for assistive technology services to students with disabilities					
9. Impact on existing program if grant is not Accepted: This is the primary funding platform for the Assistive Technology professional development and service delivery model for the 08-09 school year. If grant is not accepted, we will need to stop professional development in the school community. Professional development directly impacts students with disabilities ability to stay in regular classrooms.					
10. BUDGET INFORMATION					
		SFY 1	SFY 2	SFY 3	Comments
Expenditures:		FY 2009	FY	FY	
Personal Services		\$	\$	\$	
Operating Expenses		\$16531	\$	\$	
Grants		\$149629	\$	\$	
Total		\$166,160	\$	\$	
Revenues:					
State Funds:		\$	\$	\$	
Cash		\$	\$	\$	
In-Kind		\$	\$	\$	
Federal Funds:		\$	\$	\$	
(Direct Costs)		\$161629	\$	\$	
(Statewide Indirect)		\$	\$	\$	
(Departmental Indirect)		\$4531	\$	\$	
Other Funds:		\$	\$	\$	
Grant (source)		\$	\$	\$	
Total		\$166,160	\$	\$	
Appropriation No:	5100030000	Amount:		\$161629	
	5100010000			\$4531	
				\$	
				\$	
				\$	
				\$	

REC'D NOV 25 2008

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

		\$
	Total	\$166,160

PERSONAL SERVICE INFORMATION

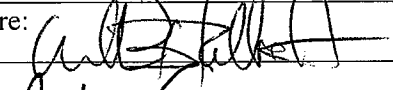
11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding

Appointing Authority Name: _____ Agreed by: _____ (initial)

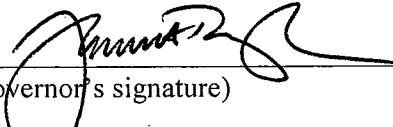
12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

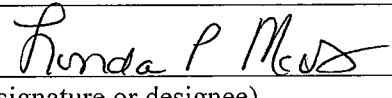
13. AUTHORIZATION AGENCY/DEPARTMENT

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee Approval of this grant:	Signature: 	Date: 11-19-08
	Title: <u>Andy Commissioner</u>	

14. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	 (Governor's signature)	Date: 12/3/08
<input type="checkbox"/>	Rejected		Date:

15. SECRETARY OF ADMINISTRATION

<input type="checkbox"/>	Check One Box: Request to JFO	 (Secretary's signature or designee)	Date: 12/1/08
<input type="checkbox"/>	Information to JFO		Date:

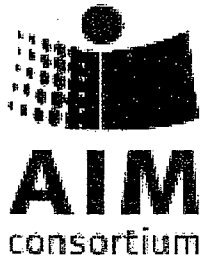
16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|---|
| <input type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Award
<input type="checkbox"/> Grant Agreement
<input type="checkbox"/> Grant Budget | <input type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Request for Extension (if applicable) |
|---|---|

End Form AA-1

OK AA-3 11/25/08



AIM Consortium CAST Inc. | 40 Harvard Mills Square Suite 3 | Wakefield, MA 01880-3233
T: (781) 245 2212 | TTY: (781) 245 9320 | F: (781) 245 5212
Email: aim@cast.org | Web: <http://aim.cast.org>

DE | GA | IA | LA | ME | MA | MI | MN | MO | NY | PA | UT | VT | WI | WY

November 7, 2008

Ms. Kathy Flanagan
State of Vermont
Department of Education
120 State Street, 4th Floor
Montpelier, VT 05620-2501

RE: Grant Award: H327S070003
Grantee: DUNS/SSN: 196205314
Grantee Name: CAST, Inc.
Performance Period: 10/1/07 – 3/31/09

Dear Ms. Flanagan,

Attached, please find a fully executed contract original of the Subaward Agreement between the Vermont Department of Education, Montpelier, Vermont, and CAST, Wakefield, Massachusetts, for the purpose of completing the activities of Grant Award H327S070003, the AIM Consortium.

Should you have questions or concerns, please contact the AIM Consortium at CAST.

We look forward to our collaboration on the project

Sincerely,

Handwritten signature of Chuck Hitchcock in black ink.

Chuck Hitchcock
Co-Director

Handwritten signature of Skip Stahl in black ink.

Skip Stahl
Co-Director

Handwritten signature of Joy Zabala in black ink.

Joy Zabala
Project Manager

Enclosure

/acs

Subaward Agreement

Institution/Organization ("CAST") Name: CAST(Center for Applied & Special Technology) Address: 40 Harvard Mills Square, Suite 3 Wakefield, MA 01880-3233	Institution/Organization ("COLLABORATOR") Name: Name: Vermont Department of Education Address: 120 State St. Montpelier, VT 05620				
Prime Award No. H327S070003	Subaward No. AIM0709-VT				
Awarding Agency U.S. DOE - OSEP	CFDA No. 84.327S				
Subaward Period of Performance October 1, 2007–March 31, 2009	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Amount Funded this Action</td> <td style="border: none;">Est. Total (if incrementally funded)</td> </tr> <tr> <td style="border: none; text-align: center;">\$166,160</td> <td style="border: none;"></td> </tr> </table>	Amount Funded this Action	Est. Total (if incrementally funded)	\$166,160	
Amount Funded this Action	Est. Total (if incrementally funded)				
\$166,160					

Project Title


Accessible Instructional Materials Consortium

Reporting Requirements [Check here if applicable: See Attachment 4]

Terms and Conditions


- 1) CAST hereby awards a cost reimbursable subaward, as described above, to Collaborator. The budget and its narrative for this subaward is attached and a scope of work as specified in Collaborator's proposal is included in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of CAST.
- 2) CAST may hereby award an additional cost reimbursable subaward to Collaborator for additional projects relating to the original proposal. This additional subaward will need approval from CAST for the Collaborator's proposed budget and scope of work.
- 3) CAST shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference CAST's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 4) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to CAST's Financial Contact NOT LATER THAN thirty (30) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 6) The Collaborator shall adhere to the attached budget. Each line item is not to exceed a difference of 25% unless approval is granted by CAST.
- 7) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 8) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 9) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 10) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. CAST shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 11) No-cost extensions require the approval of CAST. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the start of the extension.
- 12) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 13) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of CAST:



 Date 11-7-08

By an Authorized Official of COLLABORATOR:



 Date 11-3-08

**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to CAST.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures CAST that it complies with A-133 and that it will notify CAST of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 2
Subaward Agreement
Department of Education**

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 34 CFR Part 74 and 75, which hereby are incorporated in this Subaward by reference. In addition, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 34 CFR Part 85 Subpart F (Drug-Free Workplace); 2) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686); 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); 5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107); 6) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; 7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended; 8) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3); 9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended; 10) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; 11) notification of violating facilities pursuant to EO 11738; 12) protection of wetlands pursuant to EO 11990; 13) evaluation of flood hazards in floodplains in accordance with EO 11988; 14) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); 15) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); 16) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); 17) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); 18) comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.); 19) assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.); 20) comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; 21) comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.); and 22) comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.).

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 34 CFR Part 74 and 75 as applicable and in effect as of the beginning date of the period of performance. Except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by 74.25 is replaced by the need to obtain prior written approval from the CAST;
 - b. The payment mechanism and financial reporting requirements provided by 74.22 and 74.52 are replaced with Terms and Conditions (1) through (4) on the front page of this agreement; and
 - c. Any prior approvals are to be sought from the CAST and not the Federal Awarding Agency.
3. Title to equipment that is acquired by the subawardee with funds provided under this award shall vest in the subawardee.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Collaborator grants / X shall grant (check one) to CAST an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award.
2. Data Rights and Requirements
Collaborator grants to CAST the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award. CAST shall not have individual students identified protecting their privacy. FERPA will apply. Activities funded under this initiative will be subject to:
 - a. Internal evaluation using a set of "Quality Indicators of Progress" agreed upon by the AIM member States, and
 - b. External overall project evaluation conducted by an independent evaluator.

**Attachment 3
Vermont**

CAST Contacts	AIM State Contacts
<p>Administrative Contact</p> <p>Name: Joy Zabala</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 01880</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: jzabala@cast.org</p>	<p>Administrative Contact- Director</p> <p>Name: Michael Ferguson</p> <p>Address: 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-5110 Fax: 802-828-0527 Email: Michael.Ferguson@state.vt.us</p>
<p>Project Director</p> <p>Name: Skip Stahl/Chuck Hitchcock</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: sstahl@org/chitchcock@cast.org</p>	<p>Project Co-Director</p> <p>Name: Marie MacLeod</p> <p>Address: Center on Disability and Community Inclusion, University of Vermont 3rd Floor, Mann Hall 208 Colchester Ave Burlington, VT 05405</p> <p>Telephone: 802-862-0299 Fax: 802-862-1121 Email: Marie@McCarthyAssociatesinc.com</p>
<p>Financial Contact</p> <p>Name: Carole Lacy</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: clacy@cast.org</p>	<p>Financial Contact</p> <p>Name: Julie Robinson Accountant, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0487 Fax: 802-828-1631 Email: Julie.Robinson@state.vt.us</p>
<p>Authorized Official</p> <p>Name: Ada Sullivan</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: asullivan@cast.org</p>	<p>Authorized Official</p> <p>Name: Bill Talbott, Chief Financial Officer, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0470 Fax: 802-828-3676 Email: Bill.Talbott@state.vt.us</p>

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**Attachment 4
Subaward Agreement**

Quarterly Report Requirements

- A. The Collaborator shall submit reports in accordance with the statement of work except for the following:
Quarterly Progress Report: Shall be submitted by the 15th of the month following the close of the quarter. Quarters will follow the calendar year.
- B. The cover page on any report shall clearly identify the Project Name and Prime Award No. and shall be e-mailed to the following CAST personnel:

Joy Zabala izabala@cast.org

The Collaborator shall prepare quarterly progress reports of all subcontract related activities during the reporting period as stated in the scope of work (Attachment 5).

The Collaborator shall also include financial information for the current quarter as well as year to date financial information.

General Information

Title ("Quarterly Progress Report")
Collaborator's Name
Project Title
Reporting Period
Date Report Prepared
Person Reporting

Vermont AIM Consortium Overview

General Information regarding Vermont DOE's membership in the AIM Consortium Grant and corresponding requirements to provide the services, access and professional development found in IDEA language.

The Accessible Instructional Materials (AIM) Consortium represents 15 states serving over 1.3 million students under IDEA, of whom over one-half million are estimated to have print disabilities. The long-term goal of the AIM Consortium is to improve academic outcomes for elementary and secondary school students with disabilities. This supports the requirements that the SEA and LEAs provide accessible instructional materials (AIM) to students with print disabilities.

The Individuals with Disabilities Education Improvement Act of 2004

PART B—ASSISTANCE FOR EDUCATION OF ALL CHILDREN WITH DISABILITIES

SEC. 612. STATE ELIGIBILITY

(a) **IN GENERAL**—A State is eligible for assistance under this part for a fiscal year if the State submits a plan that provides assurances to the Secretary that the State has in effect policies and procedures to ensure that the State meets each of the following conditions

(23) ACCESS TO INSTRUCTIONAL MATERIALS

(A) IN GENERAL—The State adopts the National Instructional Materials Accessibility Standard for the purposes of providing instructional materials to blind persons or other persons with print disabilities, in a timely manner after the publication of the National Instructional Materials Accessibility Standard in the Federal Register.

VT AIM Project Timeline: 10/1/07- 3/31/09

Grant Award: \$166,160.00

Purpose: To improve academic outcomes for all students with print disabilities, focusing on the key elements for timely and appropriate access to instructional materials. Specifically, VT proposes to develop and implement a professional development project designed to improve the capacity of local education agencies to understand NIMAS/NIMAC regulations. School districts will appropriately identify students with print disabilities. LEA's will effectively implement the process to acquire specialized formats and use technology tools to help students progress in the general education curriculum.

Benefit: The VT AIM Project will assist with the coordination and implementation of these required activities. The personnel at the AIM Consortium will assist with networking, cost containment and content expertise for the professional development of VT educators and "accessible instructional materials". The technical assistance and resources provided by this consortium will allow the VT DOE to use to increase capacity to deliver accessible instructional materials, in a timely manner to students in VT who have qualifying print disabilities. The professional development is designed to be delivered on a regional basis, will increase local knowledge and reduce a gaps in the delivery of assistive technology services. The web based technical assistance and resources will ensure ongoing access to resources and professional development regardless of geography, weather and road conditions. Vermont students and educators will benefit form the opportunity to join the AIM consortium. The technical assistance and collaborative design of the national project model is well matched to the VT DOE's strategic plan for assistive technology in the K-12 school system.

BUDGET NARRATIVE
Aim Consortium Budget

Name of State: Vermont
Project Co-Directors: Michael Ferguson Marie MacLe...
Contract Manager: Michael Ferguson

The Vermont Department of Education will develop and sustain a system of technical assistance and professional development targeting the provision of accessible print material to students with disabilities in Vermont. Additionally, the VT DOE will:

1. Create a policy that defines what it means to provide required coursework materials to students with a print disability in an accessible format in as timely a period as non-disabled students receive their materials.
2. Convene an advisory committee to provide advice to the Department of Education regarding the implementation of the National Instructional Materials Accessibility Standards (NIMAS)
3. Enhance technical assistance resources that will provide support to educators and community members to get information, ask questions and problem solve around NIMAS/NIMAS issues. The website will be supported by assigned VT DOE staff via a threaded discussion. The site will be supported to identify trends, and guarantee accuracy of information Web based technical assistance and resources that will:

Topics will include (but be limited to):

- Information on NIMAS, the Chafee amendment Identification
- Guidance on what is meant by “a print disability that has an organic origin” and the organic/medical diagnosis.
- Funding options and challenges.
- Serving students with reading disabilities who *do not* fall within the NIMAS parameters within the IDEA
- LEA purchase contracts with textbook publishers that assure the accessible codes will be made available to the National Instructional Materials Accessibility Center (NIMAC) for downloading to an Accessible Media Producer to a school for the use of a student who has an organic print disability.
- On line technical assistance and PD for general education community members about the identification of students with reading/print disabilities and providing appropriate accessible required coursework material in as timely a period. This personnel may include: Guidance counselors, library media specialists, teachers, media technicians, students and significant people in the student’s living and after school environment

4. Secure an SEA membership and downloads from the OSEP funded BOOKSHARE.org to enhance knowledge, access and opportunity for the students with disabilities.
5. Collaborate with content expert consultants to conduct face to face (F2F) regional PD trainings in 5 areas in the state. Provide hands on PD opportunities for regional educational staff. This will enhance the on line PD opportunities. The F2F format will provide the hands on aspect of the learning for professionals.
6. Ensure that student's parents and families have easy access to information and resources regarding "accessible instructional materials" and progressing in the general educational curriculum via collaboration with the VT Parent Information Center (VT PTI).

Please provide costs and justification for each expense under the budget categories listed below.

A. Personnel (Describe each separately with role)

Ms. Michael Ferguson is the VT DOE's grant manger and the assistive technology coordinator. Ms. Ferguson's time is in-kind to the VT AIM project.

Marie Macleod- is the Co- Director of the VT AIM project. Marie collaborates extensively with the VT DOE on distance learning professional development, assistive technology and related services .Ms. MacLeod's time is 0.4 FTE to the VT AIM project.

The TBD Media Specialist & Tech Support Personnel will be based at the UVM/ Center for Disability & Community Inclusion. This position is responsible for the technical support of the VT AIM web site and the distance learning, professional development for all VT AIM stakeholders. The Media Specialist's time is 0.10 FTE.

B. Fringe Benefits: there are no direct charge fringe benefits in this budget.

C. Equipment

The equipment to be purchased under this project will directly support the professional development for education personnel and direct access

Purchase equipment:

10 dual processor Mac laptops - to run the Level 3 project software a

10 digital web cameras- to increase technical assistance via distance technology.

D. Travel:

The travel budget includes:

Local travel costs for participants in the face to face professional development meetings; stipends to participants.

National travel to the SLATE conference; AIM Project directors meetings; Professional Conferences (i.e. Closing the Gap);

Travel includes lodging/ meals & related travel expenses.

E. Participant Support:

This budget item includes stipends to participants and families in the event that participation might cause an undue financial hardship.

F. Other direct Costs:

This budget line item includes all the other related materials and supply items necessary to support the outcomes of the VT AIM project. They include:

Demonstration software (i.e. Read/ Write gold, Kurzweil, Classroom Suite, Click 5 or other AT software)

Demonstration supplies (Victor Stream readers, Classmate Readers, MP3's, etc.)

Consultant services for the series of 5 regional accessible instruction materials/NIMAS/NIMAC workshops.

G. Indirect costs:

The indirect costs to the VT AIM project budget include:

The UVM/CDCI calculated federally approved indirect rate of 39.5% on total wages and benefits of the identified project personnel in budget line item A.

The VT DOE calculated federally approved indirect rate of 23.7 % applied to meeting costs, travel and software budget line items.

Total Indirect Costs: \$ 24,378.00

Total Direct& Indirect Costs: \$ 166,160.00

VT AIM Consortium Budget

NAME OF STATE: Vermont		Duration of funding:
PROJECT DIRECTORS: Michael Ferguson / Marie MacLeod		10/07 - 3/09
CONTRACT MANAGER: Michael Ferguson		
A. PERSONNEL: List each separately with name and title.	FTE	Funds Requested By state
1 K.Michael Ferguson, VT DOE Assistive Technology Coordinator	0.2	In kind
2 Marie MacLeod, AT Coordinator, Center for Disability & Community Inclusion, UVM		
3	0.4	\$28,246
4 TBD Media Specialist & Tech Support	0.1	\$22,000
5		
6		
7		
8		
9		
10		
TOTAL SALARIES		\$50,246
B FRINGE BENEFITS (IF CHARGED AS DIRECT COST)		
TOTAL SALARIES, WAGES, AND FRINGE BENEFITS		\$50,246
C. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$1,000.)		
10 Mac Dual Processor Laptops& software		\$30,000
10 Digital Web Cameras		\$1,419
TOTAL EQUIPMENT		\$31,419
D TRAVEL		
National Travel-VT DOE		\$2,000
OSEP PROJECT DIRECTORS, WASHINGTON, DC, 3 DAYS	in kind	
OSEP AIM PROJECT, WASHINGTON, DC, 2 DAYS-CDCI		\$2,000
NATIONAL TRAVEL-CDCI		\$2,000
LOCAL MILEAGE(CDCI- ATP, PD participants)		\$2,000
LODGING/MEALS- included above		
TOTAL TRAVEL, LODGING & MEALS		\$8,000
E PARTICIPANT SUPPORT		
1 STIPENDS		\$5,000
2 TRAVEL		
3 SUBSISTENCE		\$10,000
4 OTHER		
TOTAL PARTICIPANT COSTS		\$15,000
F OTHER DIRECT COSTS		
1 MATERIAL VT DOE: (demo software, MP3's, Victor Stream Reader)		\$7,117
2 PUBLICATION/DOCUMENTATION/DISSEMINATION-print/postage		
3 CONSULTANT SERVICES (All Tech Statewide regional AT/PD)		\$30,000
4 COMPUTER SERVICES		
5 SUB AWARDS		
6 OTHER - Occupancy		
TOTAL OTHER DIRECT COSTS (F.1 THROUGH F.6)		\$37,117
H. TOTAL DIRECT COSTS		
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE)		
Indirect Costs Calculated with Federally approved indirect cost rate(VT DOE)		\$4,531
on Total Wages and Fringe Benefits (39.5% FED APPVD/UVM)		\$19,847
PERCENTAGE OF STANDARD HEALTH AND INSURANCE TO UVM EMPLOYEES		
TOTAL INDIRECT COSTS (F&A)		\$24,378
TOTAL DIRECT AND INDIRECT COSTS (H-I)		\$166,160

STATE OF VERMONT
GRANT ACCEPTANCE FORM

SFO 2363

DEPARTMENT: Education

DATE: November 25, 2008

GRANT/DONATION (brief description and purpose):

Money is to be used toward the training and technical assistance of personnel that work with disabled students.

GRANTOR/DONOR: Center for Applied & Special Technology

GRANT PERIOD: 10/01/2007 – 03/31/2009

AMOUNT/VALUE: \$166,160

POSITIONS REQUESTED (LIMITED SERVICE): NONE

ANY ON-GOING, LONG-TERM COSTS:

COMMENTS:

No state match required.

20 copies
1-sided to 2-sided
stapled
Black + white

DEPT. FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION:
SENT TO JOINT FISCAL OFFICE:

(INITIAL) MM 11/25/08
(INITIAL) MM 12/11/08
(DATE) 12/4/08

RECEIVED

DEC 15 2008

JOINT FISCAL OFFICE

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION					
1. Agency:					
2. Department:		Education			
3. Program:		Assistive Technology			
4. Legal Title of Grant:		Accessible Instructional Materials(AIM) Consortium			
5. Federal Catalog #:		84.327S			
6. Grant/Donor Name and Address: Center for Applied & Special Technology (CAST) 40 Harvard Mills Square, Suite #3, Wakefield, Mass 02880-3233					
7. Grant Period:		From: 10/1/2007	To: 3/31/2009		
8. Purpose of Grant: Training & technical assistance for assistive technology services to students with disabilities					
9. Impact on existing program if grant is not Accepted: This is the primary funding platform for the Assistive Technology professional development and service delivery model for the 08-09 school year. If grant is not accepted, we will need to stop professional development in the school community. Professional development directly impacts students with disabilities ability to stay in regular classrooms.					
10. BUDGET INFORMATION					
	SFY 1	SFY 2	SFY 3	Comments	
Expenditures:	FY 2009	FY	FY		
Personal Services	\$	\$	\$		
Operating Expenses	\$16531	\$	\$		
Grants	\$149629	\$	\$		
Total	\$166,160	\$	\$		
Revenues:					
State Funds:	\$	\$	\$		
Cash	\$	\$	\$		
In-Kind	\$	\$	\$		
Federal Funds:	\$	\$	\$		
(Direct Costs)	\$161629	\$	\$		
(Statewide Indirect)	\$	\$	\$		
(Departmental Indirect)	\$4531	\$	\$		
Other Funds:	\$	\$	\$		
Grant (source)	\$	\$	\$		
Total	\$166,160	\$	\$		
Appropriation No:	5100030000	Amount:	\$161629		
	5100010000		\$4531		
			\$		
			\$		
			\$		
			\$		

REC'D NOV 25 2008

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

			\$
		Total	\$166,160

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding


Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

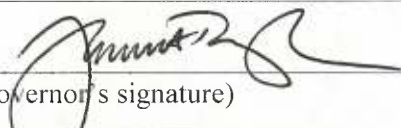
12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT


I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee Approval of this grant:

	Signature: 	Date: 11-19-08
	Title: Acting Commissioner	

14. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted		Date: 12/3/08
<input type="checkbox"/>	Rejected	(Governor's signature)	Date:

15. SECRETARY OF ADMINISTRATION

<input type="checkbox"/>	Check One Box: Request to JFO		Date: 12/1/08
<input type="checkbox"/>	Information to JFO	(Secretary's signature or designee)	Date:

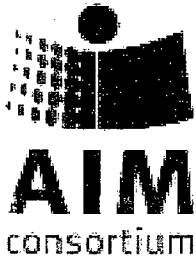
16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|---|
| <input type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Award
<input type="checkbox"/> Grant Agreement
<input type="checkbox"/> Grant Budget | <input type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Request for Extension (if applicable) |
|---|---|

End Form AA-1

OK AAB 11/25/08



AIM Consortium CAST Inc. | 40 Harvard Mills Square Suite 3 | Wakefield, MA 01880-3233
T: (781) 245 2212 | TTY: (781) 245 9320 | F: (781) 245 5212
Email: aim@cast.org | Web: http://aim.cast.org

DE | GA | IA | LA | ME | MA | MI | MN | MO | NY | PA | UT | VT | WI | WY

November 7, 2008

Ms. Kathy Flanagan
State of Vermont
Department of Education
120 State Street, 4th Floor
Montpelier, VT 05620-2501

RE: Grant Award: H327S070003
Grantee: DUNS/SSN: 196205314
Grantee Name: CAST, Inc.
Performance Period: 10/1/07 – 3/31/09

Dear Ms. Flanagan,

Attached, please find a fully executed contract original of the Subaward Agreement between the Vermont Department of Education, Montpelier, Vermont, and CAST, Wakefield, Massachusetts, for the purpose of completing the activities of Grant Award H327S070003, the AIM Consortium.

Should you have questions or concerns, please contact the AIM Consortium at CAST.

We look forward to our collaboration on the project

Sincerely,

Handwritten signature of Chuck Hitchcock in black ink.

Chuck Hitchcock
Co-Director

Handwritten signature of Skip Stahl in black ink.

Skip Stahl
Co-Director

Handwritten signature of Joy Zabala in black ink.

Joy Zabala
Project Manager

Enclosure

/acs

Subaward Agreement

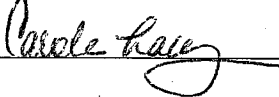
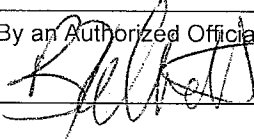
Institution/Organization ("CAST") Name: CAST(Center for Applied & Special Technology) Address: 40 Harvard Mills Square, Suite 3 Wakefield, MA 01880-3233	Institution/Organization ("COLLABORATOR") Name: Name: Vermont Department of Education Address: 120 State St. Montpelier, VT 05620		
Prime Award No. H327S070003	Subaward No. AIM0709-VT		
Awarding Agency U.S. DOE - OSEP	CFDA No. 84.327S		
Subaward Period of Performance October 1, 2007–March 31, 2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Amount Funded this Action \$166,160 </td> <td style="width: 50%;"> Est. Total (if incrementally funded) </td> </tr> </table>	Amount Funded this Action \$166,160	Est. Total (if incrementally funded)
Amount Funded this Action \$166,160	Est. Total (if incrementally funded)		

Project Title
 Accessible Instructional Materials Consortium

Reporting Requirements [Check here if applicable: See Attachment 4]

Terms and Conditions

- 1) CAST hereby awards a cost reimbursable subaward, as described above, to Collaborator. The budget and its narrative for this subaward is attached and a scope of work as specified in Collaborator's proposal is included in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of CAST.
- 2) CAST may hereby award an additional cost reimbursable subaward to Collaborator for additional projects relating to the original proposal. This additional subaward will need approval from CAST for the Collaborator's proposed budget and scope of work.
- 3) CAST shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference CAST's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 4) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to CAST's Financial Contact NOT LATER THAN thirty (30) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 6) The Collaborator shall adhere to the attached budget. Each line item is not to exceed a difference of 25% unless approval is granted by CAST.
- 7) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 8) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 9) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 10) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. CAST shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 11) No-cost extensions require the approval of CAST. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the start of the extension.
- 12) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 13) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of CAST:  <hr style="width: 80%; margin-left: 0;"/> <div style="text-align: center;"> 11-7-08 Date </div>	By an Authorized Official of COLLABORATOR:  <hr style="width: 80%; margin-left: 0;"/> <div style="text-align: center;"> 11-3-08 Date </div>
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**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to CAST.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures CAST that it complies with A-133 and that it will notify CAST of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 2
Subaward Agreement
Department of Education**

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 34 CFR Part 74 and 75, which hereby are incorporated in this Subaward by reference. In addition, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 34 CFR Part 85 Subpart F (Drug-Free Workplace); 2) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686); 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); 5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107); 6) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; 7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended; 8) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3); 9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended; 10) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; 11) notification of violating facilities pursuant to EO 11738; 12) protection of wetlands pursuant to EO 11990; 13) evaluation of flood hazards in floodplains in accordance with EO 11988; 14) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); 15) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); 16) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); 17) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); 18) comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.); 19) assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.); 20) comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; 21) comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.); and 22) comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.).

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 34 CFR Part 74 and 75 as applicable and in effect as of the beginning date of the period of performance. Except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by 74.25 is replaced by the need to obtain prior written approval from the CAST;
 - b. The payment mechanism and financial reporting requirements provided by 74.22 and 74.52 are replaced with Terms and Conditions (1) through (4) on the front page of this agreement; and
 - c. Any prior approvals are to be sought from the CAST and not the Federal Awarding Agency.
3. Title to equipment that is acquired by the subawardee with funds provided under this award shall vest in the subawardee.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Collaborator grants / X shall grant (check one) to CAST an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award.
2. Data Rights and Requirements
Collaborator grants to CAST the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award. CAST shall not have individual students identified protecting their privacy. FERPA will apply. Activities funded under this initiative will be subject to:
 - a. Internal evaluation using a set of "Quality Indicators of Progress" agreed upon by the AIM member States, and
 - b. External overall project evaluation conducted by an independent evaluator.

**Attachment 3
Vermont**

CAST Contacts	AIM State Contacts
<p>Administrative Contact</p> <p>Name: Joy Zabala</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 01880</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: jzabala@cast.org</p>	<p>Administrative Contact- Director</p> <p>Name: Michael Ferguson</p> <p>Address: 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-5110 Fax: 802-828-0527 Email: Michael.Ferguson@state.vt.us</p>
<p>Project Director</p> <p>Name: Skip Stahl/Chuck Hitchcock</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: sstahl@org/chitchcock@cast.org</p>	<p>Project Co-Director</p> <p>Name: Marie MacLeod</p> <p>Address: Center on Disability and Community Inclusion, University of Vermont 3rd Floor, Mann Hall 208 Colchester Ave Burlington, VT 05405</p> <p>Telephone: 802-862-0299 Fax: 802-862-1121 Email: Marie@McCarthyAssociatesinc.com</p>
<p>Financial Contact</p> <p>Name: Carole Lacy</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: clacy@cast.org</p>	<p>Financial Contact</p> <p>Name: Julie Robinson Accountant, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0487 Fax: 802-828-1631 Email: Julie.Robinson@state.vt.us</p>
<p>Authorized Official</p> <p>Name: Ada Sullivan</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: asullivan@cast.org</p>	<p>Authorized Official</p> <p>Name: Bill Talbott, Chief Financial Officer, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0470 Fax: 802-828-3676 Email: Bill.Talbott@state.vt.us</p>

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**Attachment 4
Subaward Agreement**

Quarterly Report Requirements

- A. The Collaborator shall submit reports in accordance with the statement of work except for the following:
Quarterly Progress Report: Shall be submitted by the 15th of the month following the close of the quarter. Quarters will follow the calendar year.
- B. The cover page on any report shall clearly identify the Project Name and Prime Award No. and shall be e-mailed to the following CAST personnel:

Joy Zabala izabala@cast.org

The Collaborator shall prepare quarterly progress reports of all subcontract related activities during the reporting period as stated in the scope of work (Attachment 5).

The Collaborator shall also include financial information for the current quarter as well as year to date financial information.

General Information

Title ("Quarterly Progress Report")
Collaborator's Name
Project Title
Reporting Period
Date Report Prepared
Person Reporting

Vermont AIM Consortium Overview

General Information regarding Vermont DOE's membership in the AIM Consortium Grant and corresponding requirements to provide the services, access and professional development found in IDEA language.

The Accessible Instructional Materials (AIM) Consortium represents 15 states serving over 1.3 million students under IDEA, of whom over one-half million are estimated to have print disabilities. The long-term goal of the AIM Consortium is to improve academic outcomes for elementary and secondary school students with disabilities. This supports the requirements that the SEA and LEAs provide accessible instructional materials (AIM) to students with print disabilities.

The Individuals with Disabilities Education Improvement Act of 2004

PART B—ASSISTANCE FOR EDUCATION OF ALL CHILDREN WITH DISABILITIES

SEC. 612. STATE ELIGIBILITY

(a) **IN GENERAL**—A State is eligible for assistance under this part for a fiscal year if the State submits a plan that provides assurances to the Secretary that the State has in effect policies and procedures to ensure that the State meets each of the following conditions

(23) ACCESS TO INSTRUCTIONAL MATERIALS

(A) IN GENERAL—The State adopts the National Instructional Materials Accessibility Standard for the purposes of providing instructional materials to blind persons or other persons with print disabilities, in a timely manner after the publication of the National Instructional Materials Accessibility Standard in the Federal Register.

VT AIM Project Timeline: 10/1/07- 3/31/09

Grant Award: \$166,160.00

Purpose: To improve academic outcomes for all students with print disabilities, focusing on the key elements for timely and appropriate access to instructional materials. Specifically, VT proposes to develop and implement a professional development project designed to improve the capacity of local education agencies to understand NIMAS/NIMAC regulations. School districts will appropriately identify students with print disabilities. LEA's will effectively implement the process to acquire specialized formats and use technology tools to help students progress in the general education curriculum.

Benefit: The VT AIM Project will assist with the coordination and implementation of these required activities. The personnel at the AIM Consortium will assist with networking, cost containment and content expertise for the professional development of VT educators and "accessible instructional materials". The technical assistance and resources provided by this consortium will allow the VT DOE to use to increase capacity to deliver accessible instructional materials, in a timely manner to students in VT who have qualifying print disabilities. The professional development is designed to be delivered on a regional basis, will increase local knowledge and reduce a gaps in the delivery of assistive technology services. The web based technical assistance and resources will ensure ongoing access to resources and professional development regardless of geography, weather and road conditions. Vermont students and educators will benefit form the opportunity to join the AIM consortium. The technical assistance and collaborative design of the national project model is well matched to the VT DOE's strategic plan for assistive technology in the K-12 school system.

BUDGET NARRATIVE
Aim Consortium Budget

Name of State: Vermont
Project Co- Directors: Michael Berguson/Marie MacLeod
Contract Manager: Michael Berguson

The Vermont Department of Education will develop and sustain a system of technical assistance and professional development targeting the provision of accessible print material to students with disabilities in Vermont. Additionally, the VT DOE will:

1. Create a policy that defines what it means to provide required coursework materials to students with a print disability in an accessible format in as timely a period as non-disabled students receive their materials.
2. Convene an advisory committee to provide advice to the Department of Education regarding the implementation of the National Instructional Materials Accessibility Standards (NIMAS)
3. Enhance technical assistance resources that will provide support to educators and community members to get information, ask questions and problem solve around NIMAS/NIMAS issues. The website will be supported by assigned VT DOE staff via a threaded discussion. The site will be supported to identify trends, and guarantee accuracy of information Web based technical assistance and resources that will:

Topics will include (but be limited to):

- Information on NIMAS, the Chafee amendment Identification
- Guidance on what is meant by “a print disability that has an organic origin” and the organic/medical diagnosis.
- Funding options and challenges.
- Serving students with reading disabilities who *do not* fall within the NIMAS parameters within the IDEA
- LEA purchase contracts with textbook publishers that assure the accessible codes will be made available to the National Instructional Materials Accessibility Center (NIMAC) for downloading to an Accessible Media Producer to a school for the use of a student who has an organic print disability.
- On line technical assistance and PD for general education community members about the identification of students with reading/print disabilities and providing appropriate accessible required coursework material in as timely a period. This personnel may include: Guidance counselors, library media specialists, teachers, media technicians, students and significant people in the student’s living and after school environment

4. Secure an SEA membership and downloads from the OSEP funded BOOKSHARE.org to enhance knowledge, access and opportunity for the students with disabilities.
5. Collaborate with content expert consultants to conduct face to face (F2F) regional PD trainings in 5 areas in the state. Provide hands on PD opportunities for regional educational staff. This will enhance the on line PD opportunities. The F2F format will provide the hands on aspect of the learning for professionals.
6. Ensure that student's parents and families have easy access to information and resources regarding "accessible instructional materials" and progressing in the general educational curriculum via collaboration with the VT Parent Information Center (VT PTI).

Please provide costs and justification for each expense under the budget categories listed below.

A. Personnel (Describe each separately with role)

Ms. Michael Ferguson is the VT DOE's grant manger and the assistive technology coordinator. Ms. Ferguson's time is in-kind to the VT AIM project.

Marie Macleod- is the Co- Director of the VT AIM project. Marie collaborates extensively with the VT DOE on distance learning professional development, assistive technology and related services .Ms. MacLeod's time is 0.4 FTE to the VT AIM project.

The TBD Media Specialist & Tech Support Personnel will be based at the UVM/ Center for Disability & Community Inclusion. This position is responsible for the technical support of the VT AIM web site and the distance learning, professional development for all VT AIM stakeholders. The Media Specialist's time is 0.10 FTE.

B. Fringe Benefits: there are no direct charge fringe benefits in this budget.

C. Equipment

The equipment to be purchased under this project will directly support the professional development for education personnel and direct access

Purchase equipment:

10 dual processor Mac laptops - to run the Level 3 project software a

10 digital web cameras- to increase technical assistance via distance technology.

D. Travel:

The travel budget includes:

Local travel costs for participants in the face to face professional development meetings; stipends to participants.

National travel to the SLATE conference; AIM Project directors meetings; Professional Conferences (i.e. Closing the Gap);

Travel includes lodging/ meals & related travel expenses.

E. Participant Support:

This budget item includes stipends to participants and families in the event that participation might cause an undue financial hardship.

F. Other direct Costs:

This budget line item includes all the other related materials and supply items necessary to support the outcomes of the VT AIM project. They include:

Demonstration software (i.e. Read/ Write gold, Kurzweil, Classroom Suite, Click 5 or other AT software)

Demonstration supplies (Victor Stream readers, Classmate Readers, MP3's, etc.)

Consultant services for the series of 5 regional accessible instruction materials/NIMAS/NIMAC workshops.

G. Indirect costs:

The indirect costs to the VT AIM project budget include:

The UVM/CDCI calculated federally approved indirect rate of 39.5% on total wages and benefits of the identified project personnel in budget line item A.

The VT DOE calculated federally approved indirect rate of 23.7 % applied to meeting costs, travel and software budget line items.

Total Indirect Costs: \$ 24,378.00

Total Direct& Indirect Costs: \$ 166,160.00

VT AIM Consortium Budget

NAME OF STATE: Vermont		Duration of funding	
PROJECT DIRECTORS: Michael Ferguson / Marie MacLeod		10/07 - 3/09	
CONTRACT MANAGER: Michael Ferguson			
A. PERSONNEL: List each separately with name and title.		FTE	Funds Requested By state
1	K. Michael Ferguson, VT DOE Assistive Technology Coordinator	0.2	In kind
2	Marie MacLeod, AT Coordinator, Center for Disability & Community Inclusion, UVM		
3		0.4	\$28,246
4	TBD Media Specialist & Tech Support	0.1	\$22,000
5			
6			
7			
8			
9			
10			
TOTAL SALARIES			\$50,246
B FRINGE BENEFITS (IF CHARGED AS DIRECT COST)			
TOTAL SALARIES, WAGES, AND FRINGE BENEFITS			\$50,246
C. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$1,000.)			
10	Mac Dual Processor Laptops & software		\$30,000
10	Digital Web Cameras		\$1,419
TOTAL EQUIPMENT			\$31,419
D TRAVEL			
	National Travel-VT DOE		\$2,000
	OSEP PROJECT DIRECTORS, WASHINGTON, DC, 3 DAYS		in kind
	OSEP AIM PROJECT, WASHINGTON, DC, 2 DAYS-CDCI		\$2,000
	NATIONAL TRAVEL-CDCI		\$2,000
	LOCAL MILEAGE(CDCI- ATP, PD participants)		\$2,000
	LODGING/MEALS- included above		
TOTAL TRAVEL, LODGING & MEALS			\$8,000
E PARTICIPANT SUPPORT			
1	STIPENDS		\$5,000
2	TRAVEL		
3	SUBSISTENCE		\$10,000
4	OTHER		
TOTAL PARTICIPANT COSTS			\$15,000
F OTHER DIRECT COSTS			
1	MATERIAL: VT DOE: (demo software, MP3's, Victor Stream Reader)		\$7,117
2	PUBLICATION/DOCUMENTATION/DISEMINATION-print/postage		
3	CONSULTANT SERVICES (All Tech Statewide regional AT/PD)		\$30,000
4	COMPUTER SERVICES		
5	SUB AWARDS		
6	OTHER - Occupancy		
TOTAL OTHER DIRECT COSTS (F.1 THROUGH F.6)			\$37,117
H. TOTAL DIRECT COSTS			
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE)			
	Indirect Costs Calculated with Federally approved indirect cost rate(VT DOE)		\$4,531
	on Total Wages and Fringe Benefits (39.5% FED APPVD/UVM)		\$19,847
	PERCENTAGE OF STANDARD HEALTH AND INSURANCE TO UVM EMPLOYEES		
TOTAL INDIRECT COSTS (F&A)			\$24,378
TOTAL DIRECT AND INDIRECT COSTS (H+I)			\$166,160

STATE OF VERMONT
GRANT ACCEPTANCE FORM

SFO 2363

DEPARTMENT: Education

DATE: November 25, 2008

GRANT/DONATION (brief description and purpose):

Money is to be used toward the training and technical assistance of personnel that work with disabled students.

GRANTOR/DONOR: Center for Applied & Special Technology

GRANT PERIOD: 10/01/2007 – 03/31/2009

AMOUNT/VALUE: \$166,160

POSITIONS REQUESTED (LIMITED SERVICE): NONE

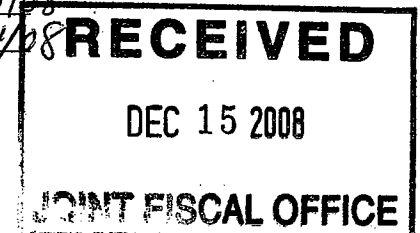
ANY ON-GOING, LONG-TERM COSTS TO THE STATE: NONE

COMMENTS:

No state match required.

DEPT. FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION:
SENT TO JOINT FISCAL OFFICE:

(INITIAL) MM 11/25/08
(INITIAL) MM 12/11/08
(DATE) 12/4/08



STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION					
1. Agency:					
2. Department:		Education			
3. Program:		Assistive Technology			
4. Legal Title of Grant:		Accessible Instructional Materials(AIM) Consortium			
5. Federal Catalog #:		84.327S			
6. Grant/Donor Name and Address: Center for Applied & Special Technology (CAST) 40 Harvard Mills Square, Suite #3, Wakefield, Mass 02880-3233					
7. Grant Period:		From: 10/1/2007	To: 3/31/2009		
8. Purpose of Grant: Training & technical assistance for assistive technology services to students with disabilities					
9. Impact on existing program if grant is not Accepted: This is the primary funding platform for the Assistive Technology professional development and service delivery model for the 08-09 school year. If grant is not accepted, we will need to stop professional development in the school community. Professional development directly impacts students with disabilities ability to stay in regular classrooms.					
10. BUDGET INFORMATION					
	SFY 1	SFY 2	SFY 3	Comments	
Expenditures:	FY 2009	FY	FY		
Personal Services	\$	\$	\$		
Operating Expenses	\$16531	\$	\$		
Grants	\$149629	\$	\$		
Total	\$166,160	\$	\$		
Revenues:					
State Funds:	\$	\$	\$		
Cash	\$	\$	\$		
In-Kind	\$	\$	\$		
Federal Funds:	\$	\$	\$		
(Direct Costs)	\$161629	\$	\$		
(Statewide Indirect)	\$	\$	\$		
(Departmental Indirect)	\$4531	\$	\$		
Other Funds:	\$	\$	\$		
Grant (source)	\$	\$	\$		
Total	\$166,160	\$	\$		
Appropriation No:	5100030000	Amount:	\$161629		
	5100010000		\$4531		
			\$		
			\$		
			\$		
			\$		

REC'D NOV 25 2008

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

		\$
	Total	\$166,160

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding

Appointing Authority Name: _____ Agreed by: _____ (initial)

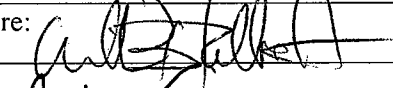
12. Limited Service Position Information:

# Positions	Title
Total Positions	

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

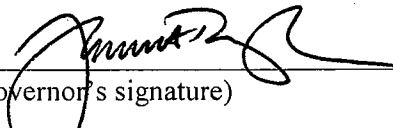
13. AUTHORIZATION AGENCY/DEPARTMENT

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee Approval of this grant:

Signature:  Date: 11-19-08
 Title: Acting Commissioner

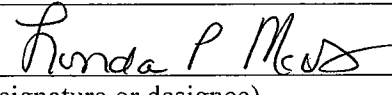
14. ACTION BY GOVERNOR

Check One Box: Accepted
 Rejected

(Governor's signature)  Date: 12/3/08

15. SECRETARY OF ADMINISTRATION

Check One Box: Request to JFO
 Information to JFO

(Secretary's signature or designee)  Date: 12/1/08

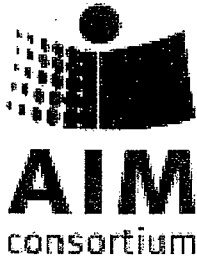
16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|---|
| <input type="checkbox"/> Request Memo | <input type="checkbox"/> Request Memo |
| <input type="checkbox"/> Dept. project approval (if applicable) | <input type="checkbox"/> Dept. project approval (if applicable) |
| <input type="checkbox"/> Notice of Award | <input type="checkbox"/> Notice of Donation (if any) |
| <input type="checkbox"/> Grant Agreement | <input type="checkbox"/> Grant (Project) Timeline (if applicable) |
| <input type="checkbox"/> Grant Budget | <input type="checkbox"/> Request for Extension (if applicable) |

End Form AA-1

OK AAB 11/25/08



AIM Consortium CAST Inc. | 40 Harvard Mills Square Suite 3 | Wakefield, MA 01880-3233
T: (781) 245 2212 | TTY: (781) 245 9320 | F: (781) 245 5212
Email: aim@cast.org | Web: <http://aim.cast.org>

DE | GA | IA | LA | ME | MA | MI | MN | MO | NY | PA | UT | VT | WI | WY

November 7, 2008

Ms. Kathy Flanagan
State of Vermont
Department of Education
120 State Street, 4th Floor
Montpelier, VT 05620-2501

RE: Grant Award: H327S070003
Grantee: DUNS/SSN: 196205314
Grantee Name: CAST, Inc.
Performance Period: 10/1/07 – 3/31/09

Dear Ms. Flanagan,

Attached, please find a fully executed contract original of the Subaward Agreement between the Vermont Department of Education, Montpelier, Vermont, and CAST, Wakefield, Massachusetts, for the purpose of completing the activities of Grant Award H327S070003, the AIM Consortium.

Should you have questions or concerns, please contact the AIM Consortium at CAST.

We look forward to our collaboration on the project

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Hitchcock".

Chuck Hitchcock
Co-Director

A handwritten signature in black ink, appearing to read "Skip Stahl".

Skip Stahl
Co-Director

A handwritten signature in black ink, appearing to read "Joy Zabala".

Joy Zabala
Project Manager

Enclosure

/acs

Subaward Agreement

Institution/Organization ("CAST") Name: CAST(Center for Applied & Special Technology) Address: 40 Harvard Mills Square, Suite 3 Wakefield, MA 01880-3233	Institution/Organization ("COLLABORATOR") Name: Name: Vermont Department of Education Address: 120 State St. Montpelier, VT 05620		
Prime Award No. H327S070003	Subaward No. AIM0709-VT		
Awarding Agency U.S. DOE - OSEP	CFDA No. 84.327S		
Subaward Period of Performance October 1, 2007–March 31, 2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Amount Funded this Action \$166,160 </td> <td style="width: 50%;"> Est. Total (if incrementally funded) </td> </tr> </table>	Amount Funded this Action \$166,160	Est. Total (if incrementally funded)
Amount Funded this Action \$166,160	Est. Total (if incrementally funded)		

Project Title

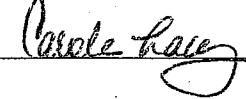
Accessible Instructional Materials Consortium

Reporting Requirements [Check here if applicable: See Attachment 4]

Terms and Conditions

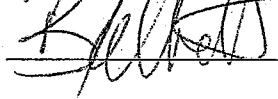
- 1) CAST hereby awards a cost reimbursable subaward, as described above, to Collaborator. The budget and its narrative for this subaward is attached and a scope of work as specified in Collaborator's proposal is included in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of CAST.
- 2) CAST may hereby award an additional cost reimbursable subaward to Collaborator for additional projects relating to the original proposal. This additional subaward will need approval from CAST for the Collaborator's proposed budget and scope of work.
- 3) CAST shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference CAST's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 4) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to CAST's Financial Contact NOT LATER THAN thirty (30) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 6) The Collaborator shall adhere to the attached budget. Each line item is not to exceed a difference of 25% unless approval is granted by CAST.
- 7) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 8) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 9) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 10) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. CAST shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 11) No-cost extensions require the approval of CAST. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the start of the extension.
- 12) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 13) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of CAST:



11-7-08
Date

By an Authorized Official of COLLABORATOR:



11-3-08
Date

**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to CAST.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures CAST that it complies with A-133 and that it will notify CAST of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 2
Subaward Agreement
Department of Education**

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 34 CFR Part 74 and 75, which hereby are incorporated in this Subaward by reference. In addition, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 34 CFR Part 85 Subpart F (Drug-Free Workplace); 2) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686); 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); 5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107); 6) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; 7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended; 8) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3); 9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended; 10) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; 11) notification of violating facilities pursuant to EO 11738; 12) protection of wetlands pursuant to EO 11990; 13) evaluation of flood hazards in floodplains in accordance with EO 11988; 14) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); 15) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); 16) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); 17) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); 18) comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.); 19) assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.); 20) comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; 21) comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.); and 22) comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.).

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 34 CFR Part 74 and 75 as applicable and in effect as of the beginning date of the period of performance. Except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by 74.25 is replaced by the need to obtain prior written approval from the CAST;
 - b. The payment mechanism and financial reporting requirements provided by 74.22 and 74.52 are replaced with Terms and Conditions (1) through (4) on the front page of this agreement; and
 - c. Any prior approvals are to be sought from the CAST and not the Federal Awarding Agency.
3. Title to equipment that is acquired by the subawardee with funds provided under this award shall vest in the subawardee.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Collaborator grants / X shall grant (check one) to CAST an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award.
2. Data Rights and Requirements
Collaborator grants to CAST the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet CAST's obligations to the Federal Government under its Prime Award. CAST shall not have individual students identified protecting their privacy. FERPA will apply. Activities funded under this initiative will be subject to:
 - a. Internal evaluation using a set of "Quality Indicators of Progress" agreed upon by the AIM member States, and
 - b. External overall project evaluation conducted by an independent evaluator.

**Attachment 3
Vermont**

CAST Contacts	AIM State Contacts
<p>Administrative Contact</p> <p>Name: Joy Zabala</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 01880</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: izabala@cast.org</p>	<p>Administrative Contact- Director</p> <p>Name: Michael Ferguson</p> <p>Address: 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-5110 Fax: 802-828-0527 Email: Michael.Ferguson@state.vt.us</p>
<p>Project Director</p> <p>Name: Skip Stahl/Chuck Hitchcock</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: sstahl@org/chitchcock@cast.org</p>	<p>Project Co-Director</p> <p>Name: Marie MacLeod</p> <p>Address: Center on Disability and Community Inclusion, University of Vermont 3rd Floor, Mann Hall 208 Colchester Ave Burlington, VT 05405</p> <p>Telephone: 802-862-0299 Fax: 802-862-1121 Email: Marie@McCarthyAssociatesinc.com</p>
<p>Financial Contact</p> <p>Name: Carole Lacy</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: clacy@cast.org</p>	<p>Financial Contact</p> <p>Name: Julie Robinson Accountant, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0487 Fax: 802-828-1631 Email: Julie.Robinson@state.vt.us</p>
<p>Authorized Official</p> <p>Name: Ada Sullivan</p> <p>Address: CAST 40 Harvard Mills Square, Suite3 Wakefield, MA 0188</p> <p>Telephone: 781-245-2212 Fax: 781-245-5212 Email: asullivan@cast.org</p>	<p>Authorized Official</p> <p>Name: Bill Talbott, Chief Financial Officer, VT DOE</p> <p>Address: Vermont Department of Education 120 State Street Montpelier, VT 05620</p> <p>Telephone: 802-828-0470 Fax: 802-828-3676 Email: Bill.Talbott@state.vt.us</p>

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**Attachment 4
Subaward Agreement**

Quarterly Report Requirements

- A. The Collaborator shall submit reports in accordance with the statement of work except for the following:
Quarterly Progress Report: Shall be submitted by the 15th of the month following the close of the quarter. Quarters will follow the calendar year.
- B. The cover page on any report shall clearly identify the Project Name and Prime Award No. and shall be e-mailed to the following CAST personnel:

Joy Zabala jzabala@cast.org

The Collaborator shall prepare quarterly progress reports of all subcontract related activities during the reporting period as stated in the scope of work (Attachment 5).

The Collaborator shall also include financial information for the current quarter as well as year to date financial information.

General Information

Title ("Quarterly Progress Report")
Collaborator's Name
Project Title
Reporting Period
Date Report Prepared
Person Reporting

Vermont AIM Consortium Overview

General Information regarding Vermont DOE's membership in the AIM Consortium Grant and corresponding requirements to provide the services, access and professional development found in IDEA language.

The Accessible Instructional Materials (AIM) Consortium represents 15 states serving over 1.3 million students under IDEA, of whom over one-half million are estimated to have print disabilities. The long-term goal of the AIM Consortium is to improve academic outcomes for elementary and secondary school students with disabilities. This supports the requirements that the SEA and LEAs provide accessible instructional materials (AIM) to students with print disabilities.

The Individuals with Disabilities Education Improvement Act of 2004

PART B—ASSISTANCE FOR EDUCATION OF ALL CHILDREN WITH DISABILITIES

SEC. 612. STATE ELIGIBILITY

(a) IN GENERAL—A State is eligible for assistance under this part for a fiscal year if the State submits a plan that provides assurances to the Secretary that the State has in effect policies and procedures to ensure that the State meets each of the following conditions

(23) ACCESS TO INSTRUCTIONAL MATERIALS

(A) IN GENERAL—The State adopts the National Instructional Materials Accessibility Standard for the purposes of providing instructional materials to blind persons or other persons with print disabilities, in a timely manner after the publication of the National Instructional Materials Accessibility Standard in the Federal Register.

VT AIM Project Timeline: 10/1/07- 3/31/09

Grant Award: \$166,160.00

Purpose: To improve academic outcomes for all students with print disabilities, focusing on the key elements for timely and appropriate access to instructional materials. Specifically, VT proposes to develop and implement a professional development project designed to improve the capacity of local education agencies to understand NIMAS/NIMAC regulations. School districts will appropriately identify students with print disabilities. LEA's will effectively implement the process to acquire specialized formats and use technology tools to help students progress in the general education curriculum.

Benefit: The VT AIM Project will assist with the coordination and implementation of these required activities. The personnel at the AIM Consortium will assist with networking, cost containment and content expertise for the professional development of VT educators and "accessible instructional materials". The technical assistance and resources provided by this consortium will allow the VT DOE to use to increase capacity to deliver accessible instructional materials, in a timely manner to students in VT who have qualifying print disabilities. The professional development is designed to be delivered on a regional basis, will increase local knowledge and reduce a gaps in the delivery of assistive technology services. The web based technical assistance and resources will ensure ongoing access to resources and professional development regardless of geography, weather and road conditions. Vermont students and educators will benefit form the opportunity to join the AIM consortium. The technical assistance and collaborative design of the national project model is well matched to the VT DOE's strategic plan for assistive technology in the K-12 school system.

BUDGET NARRATIVE
Aim Consortium Budget

Name of State: <u>Vermont</u>
Project Co- Directors: <u>Michael Ferguson/Marie MacLeod</u>
Contract Manager: <u>Michael Ferguson</u>

The Vermont Department of Education will develop and sustain a system of technical assistance and professional development targeting the provision of accessible print material to students with disabilities in Vermont. Additionally, the VT DOE will:

1. Create a policy that defines what it means to provide required coursework materials to students with a print disability in an accessible format in as timely a period as non-disabled students receive their materials.
2. Convene an advisory committee to provide advice to the Department of Education regarding the implementation of the National Instructional Materials Accessibility Standards (NIMAS)
3. Enhance technical assistance resources that will provide support to educators and community members to get information, ask questions and problem solve around NIMAS/NIMAS issues. The website will be supported by assigned VT DOE staff via a threaded discussion. The site will be supported to identify trends, and guarantee accuracy of information Web based technical assistance and resources that will:

Topics will include (but be limited to):

- Information on NIMAS, the Chafee amendment Identification
- Guidance on what is meant by “a print disability that has an organic origin” and the organic/medical diagnosis.
- Funding options and challenges.
- Serving students with reading disabilities who *do not* fall within the NIMAS parameters within the IDEA
- LEA purchase contracts with textbook publishers that assure the accessible codes will be made available to the National Instructional Materials Accessibility Center (NIMAC) for downloading to an Accessible Media Producer to a school for the use of a student who has an organic print disability.
- On line technical assistance and PD for general education community members about the identification of students with reading/print disabilities and providing appropriate accessible required coursework material in as timely a period. This personnel may include: Guidance counselors, library media specialists, teachers, media technicians, students and significant people in the student’s living and after school environment

4. Secure an SEA membership and downloads from the OSEP funded BOOKSHARE.org to enhance knowledge, access and opportunity for the students with disabilities.
5. Collaborate with content expert consultants to conduct face to face (F2F) regional PD trainings in 5 areas in the state. Provide hands on PD opportunities for regional educational staff. This will enhance the on line PD opportunities. The F2F format will provide the hands on aspect of the learning for professionals.
6. Ensure that student's parents and families have easy access to information and resources regarding "accessible instructional materials" and progressing in the general educational curriculum via collaboration with the VT Parent Information Center (VT PTI).

Please provide costs and justification for each expense under the budget categories listed below.

A. Personnel (Describe each separately with role)

Ms. Michael Ferguson is the VT DOE's grant manger and the assistive technology coordinator. Ms. Ferguson's time is in-kind to the VT AIM project.

Marie Macleod- is the Co- Director of the VT AIM project. Marie collaborates extensively with the VT DOE on distance learning professional development, assistive technology and related services .Ms. MacLeod's time is 0.4 FTE to the VT AIM project.

The TBD Media Specialist & Tech Support Personnel will be based at the UVM/ Center for Disability & Community Inclusion. This position is responsible for the technical support of the VT AIM web site and the distance learning, professional development for all VT AIM stakeholders. The Media Specialist's time is 0.10 FTE.

B. Fringe Benefits: there are no direct charge fringe benefits in this budget.

C. Equipment

The equipment to be purchased under this project will directly support the professional development for education personnel and direct access

Purchase equipment:

10 dual processor Mac laptops - to run the Level 3 project software a

10 digital web cameras- to increase technical assistance via distance technology.

D. Travel:

The travel budget includes:

Local travel costs for participants in the face to face professional development meetings; stipends to participants.

National travel to the SLATE conference; AIM Project directors meetings; Professional Conferences (i.e. Closing the Gap);

Travel includes lodging/ meals & related travel expenses.

E. Participant Support:

This budget item includes stipends to participants and families in the event that participation might cause an undue financial hardship.

F. Other direct Costs:

This budget line item includes all the other related materials and supply items necessary to support the outcomes of the VT AIM project. They include:

Demonstration software (i.e. Read/ Write gold, Kurzweil, Classroom Suite, Click 5 or other AT software)

Demonstration supplies (Victor Stream readers, Classmate Readers, MP3's, etc.)

Consultant services for the series of 5 regional accessible instruction materials/NIMAS/NIMAC workshops.

G. Indirect costs:

The indirect costs to the VT AIM project budget include:

The UVM/CDCI calculated federally approved indirect rate of 39.5% on total wages and benefits of the identified project personnel in budget line item A.

The VT DOE calculated federally approved indirect rate of 23.7 % applied to meeting costs, travel and software budget line items.

Total Indirect Costs: \$ 24,378.00

Total Direct& Indirect Costs: \$ 166,160.00

VT AIM Consortium Budget

NAME OF STATE: Vermont		Duration of funding:	
PROJECT DIRECTORS: Michael Ferguson / Marie MacLeod		10/07 - 3/09	
CONTRACT MANAGER: Michael Ferguson			
A. PERSONNEL: List each separately with name and title.		FTE	Funds Requested By state
1	K. Michael Ferguson, VT DOE Assistive Technology Coordinator	0.2	In kind
2	Marie MacLeod, AT Coordinator, Center for Disability & Community Inclusion, UVM		
3		0.4	\$28,246
4	TBD Media Specialist & Tech Support	0.1	\$22,000
5			
6			
7			
8			
9			
10			
TOTAL SALARIES			\$50,246
B FRINGE BENEFITS (IF CHARGED AS DIRECT COST)			
TOTAL SALARIES, WAGES, AND FRINGE BENEFITS			\$50,246
C. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$1,000.)			
10	Mac Dual Processor Laptops& software		\$30,000
10	Digital Web Cameras		\$1,419
TOTAL EQUIPMENT			\$31,419
D TRAVEL			
	National Travel-VT DOE		\$2,000
	OSEP PROJECT DIRECTORS, WASHINGTON, DC, 3 DAYS		in kind
	OSEP AIM PROJECT, WASHINGTON, DC, 2 DAYS-CDCI		\$2,000
	NATIONAL TRAVEL-CDCI		\$2,000
	LOCAL MILEAGE(CDCI- ATP, PD participants)		\$2,000
	LODGING/MEALS- included above		
TOTAL TRAVEL, LODGING & MEALS			\$8,000
E PARTICIPANT SUPPORT			
1	STIPENDS		\$5,000
2	TRAVEL		
3	SUBSISTENCE		\$10,000
4	OTHER		
TOTAL PARTICIPANT COSTS			\$15,000
F OTHER DIRECT COSTS			
1	MATERIALS: VT DOE: (demo software, MP3's, Victor Stream Reader)		\$7,117
2	PUBLICATION/DOCUMENTATION/DISSEMINATION-print/postage		
3	CONSULTANT SERVICES (All Tech Statewide regional AT/PD)		\$30,000
4	COMPUTER SERVICES		
5	SUB AWARDS		
6	OTHER - Occupancy		
TOTAL OTHER DIRECT COSTS (F.1 THROUGH F.6)			\$37,117
H. TOTAL DIRECT COSTS			
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE)			
	Indirect Costs Calculated with Federally approved indirect cost rate(VT DOE)		\$4,531
	on Total Wages and Fringe Benefits (39.5% FED APPVD/UVM)		\$19,847
	PERCENTAGE OF STANDARD HEALTH AND INSURANCE TO UVM EMPLOYEES		
TOTAL INDIRECT COSTS (F&A)			\$24,378
TOTAL DIRECT AND INDIRECT COSTS (H-I)			\$166,160