## SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

East Patchogue, New York

# BOARD OF EDUCATION WORKSHOP MEETING

BELLPORT MIDDLE SCHOOL 35 KREAMER STREET BELLPORT, NY 11713

**WEDNESDAY, MARCH 7, 2012** 

A-G-E-N-D-A

SUPPORTING DOCUMENTATION FOR THIS AGENDA IS AVAILABLE ONLINE AT <a href="https://www.southcountry.org">www.southcountry.org</a>

THE BOARD ANTICIPATES GOING INTO EXECUTIVE SESSION AT 6:00 P.M. TO DISCUSS A CONFIDENTIAL PERSONNEL MATTER. FOLLOWING THE EXECUTIVE SESSION, THE BOARD ANTICIPATES THE START TIME OF THE PUBLIC MEETING TO BE AT 7:00 PM.

The Board of Education has determined that the actions it will take with respect to all items appearing on the agenda are Type II actions under the SEQRA regulations, 6 NYCRR 617.5, which have no significant impact on the environment.

# 1. <u>CALL TO ORDER AND PLEDGE OF ALLEGIANCE</u>

6:00 P.M.

# 2. <u>COMMENDATIONS</u>

• Black History Month Academic Excellence Recognition

Afua Bediako

Darrell Johnson

Travis Correa

Monique Mosley

Olivia Dozier

Ayesha Raheem

Dayna Howell

Saida Waite

Bridget Jasmin

### 3. PUBLIC PARTICIPATION

This section of the agenda gives the public an opportunity to participate on non-agenda items only. The time available will generally be limited for each comment or question.

## 4. **BOARD CONSENT AGENDA**

A. Approval of minutes- Business Meeting of February 15, 2012

(Tab #1)

## 5. SUPERINTENDENT CONSENT AGENDA

A. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the overnight field trip on 3/28/12 for 12 Bellport High School students and two chaperones to New York City for the annual Virtual Enterprise/Business Ownership competition to be held on 3/29/12; 30 students and 2 additional chaperones will join the group the morning of 3/29/12; funding for all fees associated with the competition are supported through the Perkins Grant and Zeldin funds.

(Tab #2)

WHEREAS, the Board of Education of the South Country Central School District (Board of Education) agrees that participation of students in educational field trips which are funded through monies in the Perkins IV Basic Secondary Grant ("Grant") represent an educational opportunity for students of the School District;

NOW THEREFORE BE IT RESOLVED that the Board of Education approves the participation of students from the school district to participate in said educational field trips in accordance with the terms and conditions of the grant; and

**BE IT FURTHER RESOLVED** that such field trips shall be hosted by Eastern Suffolk BOCES in collaboration with the school district because the grant requires:

- A) "Members join a consortium to contribute to the improvement and innovation in CTE programs that they could not accomplish individually";
- B) "Funds allocated to a consortium...shall be used only for purposes and programs that are mutually beneficial to all members of the consortium; and

BE IT FURTHER RESOLVED that the School District's customary policies, regulations and procedures for field trips shall be complied with insofar as applicable prior to the School District submitting documentation to Eastern Suffolk BOCES in conjunction with a field trip; and

BE IT FURTHER RESOLVED that ESBOCES and the School District agree to defend, indemnify and hold harmless each other, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the other party, its officers, directors, agents or employees in connection with the participation of the students of the School District in educational field trips funded by the Perkins Grant through Eastern Suffolk BOCES in collaboration with the School District.

- **B. RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the consolidated 2012/2013 school year calendar as presented.
- C. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$500 to the Susan Digilio & Fred Corso Spirit & Humanity Award Scholarship fund.
- D. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$100 to the Jennifer Mejia Scholarship fund.

(TAB #3)

(TAB #4)

(TAB #5)

E. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$25 to the Jennifer Mejia Scholarship fund.	(TAB #6)
<b>F. RESOLVED,</b> upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the service provider contract with Sachem Central School District for the 2011-2012 school year at the approximate rate of \$8,000 per student.	(TAB #7)
G. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the service provider contract with Middle Country Central School District at Centereach for the 2011-2012 school year at the approximate rate of \$14,040 per student.	(TAB #8)
H. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the service provider contract with Riverhead Central School District for the 2011-2012 school year at the approximate rate of \$7,500 per student.	(TAB #9)
I. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with East Islip Union Free School District for the 2011-2012 school year at the approximate rate of \$500 per student.	(TAB #10)
J. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with Sayville Union Free School District for the 2010-2011 school year at the rate of \$988.46 per student.	(TAB #11)
K. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with ACLD. ACLD provides the District with special education services.	(TAB #12)
L. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Alternative for Children. Alternative for Children provides the District with special education services.	(TAB #13)
M. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Bilinguals, Inc. Bilinguals, Inc. provides the District with special education services.	(TAB #14)
N. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Cleary School for the Deaf. Cleary School for the Deaf provides the District with special education services.	(TAB #15)
O. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Developmental Disabilities Institute, Inc. Developmental Disabilities Institute, Inc. provides the District with special education	(TAB #16)

services.

P. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of (TAB #17 Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with DoR P-PP at Victory Christian Academy. DoR P-PP at Victory Christian Academy provides the District with special education services. Q. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of (TAB #18 Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Just Kids Preschool. Just Kids Preschool provides the District with special education services. (TAB #19) R. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Kidz Therapy Services, LLC. Kidz Therapy Services, LLC provides the District with special education services. (TAB #20) S. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Leeway. Leeway provides the District with special education services. (TAB #21) T. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Madonna Heights. Madonna Heights provides the District with special education services. (TAB #22) U. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Marion K. Salomon & Associates, Inc. Marion K. Salomon & Associates, Inc. provides the District with special education services. (TAB #23) V.RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Maryhaven Center of Hope. Maryhaven Center of Hope provides the District with special education services. W. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of (TAB #24) Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Metro Therapy, Inc. Metro Therapy Inc. provides the District with special education services. (TAB #25) X. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal

Part B Flow-Through Allocations with Mid Island Therapy. Mid Island Therapy provides the

District with special education services.

- Y. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with New Interdisciplinary School. New Interdisciplinary School provides the District with special education services.
- (TAB #26)

(TAB #27)

- **Z.RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with NY Therapy. NY Therapy provides the District with special education services.
- AA. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with NYSARC, Inc. NYSARC, Inc. provides the District with special education services.
- BB. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal (TAB #29)

  Part B Flow-Through Allocations with Riverhead Charter School. Riverhead Charter School provides the District with special education services.
- CC. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with Suffolk County Department of Health Services. Suffolk County Department of Health Services provides the District with special education services.
- DD. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a contract for Receipt of Federal Part B Flow-Through Allocations with United Cerebral Palsy of Great Suffolk. United Cerebral Palsy of Great Suffolk provides the District with special education services

### **PERSONNEL**

**EE. RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the resignations, terminations, leaves of absence, position abolitions, employment appointments, tenure appointments, and salary changes in accordance with applicable provisions of Education Law and Civil Service Law, as cited in the Personnel Changes attachment.

# 6. BOARD/SUPERINTENDENT DISCUSSION ITEMS

Anti-Bullying/Cyber Bullying & Harassment Policy Draft

(TAB #33)

(TAB ##32)

# 7. ITEMS NOT LISTED ON THE AGENDA

This section of the agenda gives the Board of Education an opportunity to raise any question or item not on the agenda.

# 8. ADJOURNMENT

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### THE PERSON NAMED IN

# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: District Clerk** 

**DATE MATERIAL SUBMITTED: March 1, 2012** 

**CATEGORY OF ITEM: Action** 

TITLE: Minutes-Business Meeting-February 15, 2012

### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the minutes of the February 15, 2012 Business Meeting.

## **BACKGROUND RATIONALE:**

Not an official record; subject to change

# **BUSINESS MEETING PAGE 080 FEBRUARY 15, 2012**

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT 189 No. Dunton Avenue, East Patchogue, New York 11772 MINUTES

1. CALL TO ORDER (6:10 p.m.)

Call to Order

Roll Call

Board President Victor Correa called a Business Meeting of the Board of Education to order at 6:10 p.m. The meeting took place at the Bellport Middle School Auditorium, 35 Kreamer St. Bellport, NY.

### **Board of Education Members Present:**

Victor Correa Owen Durney

Lisa Di Santo Grossman

Kevin Kirk

Marian McKenna Julio Morales

Jeannette Mistler (arrived 6:11 pm)

Rob Powell

Barbara Schatzman (arrived 8:04 pm)

Others Present: Superintendent of Schools, Joseph L. Cipp Jr., Asst Superintendent for HR, Nelson Briggs, Asst Superintendent for Curriculum, Instruction and Technology, Linda Rozzi, Asst Superintendent for Business, Alan Phillips, Business Administrator, Charles Delargy, Assistant Director of Student Support Services, Theresa McGuire, Building Services Administrator, Gregory C. Miglino, Jr., Principals Bernie Soete, Stefanie Rucinski, Travis Davey, Kathleen Munisteri, School Attorneys Christopher Guercio, Douglas Spencer, BTA President Wayne White, other guests and members of the community.

## **PLEDGE OF ALLEGIANCE**

Assistant Superintendent for Business, Alan Phillips leads all present in the Pledge of Allegiance.

A motion (Kirk / Durney) to convene to Executive Session at 6:11 pm to discuss a confidential personnel matter:

**VOTE**: Motion carries. 8-Yes, 0-No, Absent (Schatzman)...

Meeting reconvened.

The meeting reconvened at 8:04 pm.

### 2. COMMENDATIONS

The following teachers were selected by their Building Principals to receive the "South Country's Finest Teacher Award":

Teacher Principal School Janet Cardinale Kathleen Munisteri Verne W Critz School Marianne McCann Sean Clark Kreamer Street Elementary Kevin Glynn Travis Davey Brookhaven Elementary Danielle Gulotta Stefanie Rucinksi Frank P. Long School Craig Surrusco **Brian Ginty** Bellport Middle School Heather Giacomin Bernie Soete Bellport High School

### 3. PRESENTATIONS

Business Administrator, Charles Delargy, gave a Power Point presentation on the 2012-2013 budget, focusing on Building Services and capital projects. The presentation was followed by a question and answer period with the Board.

Pledge

Convene to **Executive** Session

Commendations

**Budget** Presentation

## **BUSINESS MEETING PAGE 081 FEBRUARY 15, 2012**

### D. INFORMATION

Assistant Superintendent for Curriculum and Instruction, Linda Rozzi, presented the following report to the Board:

Curriculum, Instruction & Technology Report

### Curricular & Instructional Updates

Advocacy Workshop: On February 11<sup>th</sup>, Mr. Briggs, Mr. Kirk and Mrs. Rozzi attended the SCSSA annual Longwood legislators' Breakfast which gave district representatives the opportunities to speak directly with local and state lawmakers on the current financial state of the NY, its impact on districts regarding tax cap, as well as future implications that will ultimately affect education. It's always a well-attended event and Mrs. Rozzi encouraged interested BOE members to consider attending yearly.

Staff Development Day: Mrs. Rozzi mentioned that the winter Staff Development Day throughout the district was a great day of professional conversation and rigorous reflection! It focused conversation on non-negotiables, such as:

- Using content-based, non-fiction text choices meant for whole group instruction;
- The importance of the teacher being that "model reader" to promote clearer comprehension of text;
- The importance of having kids explore for "evidence" to answer higher order/inference questions, and
- The importance of the teacher being the artist of higher-order questions (inferential ones)... supported by "indirect" textual clues that help a student make a conclusion.

Mrs. Rozzi applauded the instructional staff for asking terrific questions, making great comments and being truly engaged professionals as we together uncovered the core. As with anything, she mentioned that this is ongoing work. However, Mrs. Rozzi felt they all left being at least able to speak to the new standards quite well, realizing the shifts the state has made regardless of content taught. She had the opportunity to stay behind with the 6-12 staff and they were really engaged in creating excellent, inferential questions culled from non-fictional text. They all did a great job. Special thanks to the PK-5 literacy coaches and principals/AP's for the break-out work done in their buildings. Feedback there was also very good.

In the coming spring weeks, principals and chairs will be engaging teachers further on design, using Common Core exemplars as some models. In the last few months, teachers have also jumped onto "EngageNY" to see some other common core exemplar units.

APPR Lead Evaluator Training: The district's work with training principals, AP's and chairs on objective observational practices has been completed by consultant Dr. Richard Bernato, who spent a total of 4 days from October through February training on data-driven procedures to heighten instruction & learning. Overall the sessions were highly rigorous and enlightening as we had the opportunity to define non-negotiables for promoting excellence in the classrooms. Priorities defined were:

- Linking clear instructional aims to assessment that differentiates;
- Teacher demonstration/modeling of strategies/concepts prior to student practice;
- Lessons that promote higher- order/inference applications to content-based text and
- The benefits of using assessment to not only help the teacher assess if a session's objectives
  were achieved but also to aid in future lesson design that is Common-Core based.

All mandated APPR trainings count towards certifying these district lead evaluators now under the new regulation. On 3/14 the BOE will have to officially certify these members as lead evaluators through way of formal resolution.

## **BUSINESS MEETING PAGE 082 FEBRUARY 15, 2012**

Writing Workshop Progress: The district's residency staff developer for writing workshop spent her third session at the FPL School where grade 6 teachers were now able to join in the discussion and model lessons of writing workshop; they also took part in the coaching sessions with the staff developer, Ms. Pecorale. Mr. Ginty also participated in the session.

Guidance Updates: This month Mrs. Rozzi continues to work closely with Dr. Anthony DeLuca as guidance begins student scheduling for the 2012/2013 school year. High School counselors are now conducting graduation audits after January testing has been completed. Additionally, the new Scientific Research in the HS course has recently been NCAA approved. School-to-career efforts are also moving along nicely. On February 2<sup>nd</sup> BHS held a Groundhog Job Shadow Day. Counselor Jenna Fischer successfully placed 25 students (juniors and seniors) for the day within 16 different local organizations. These students went to their Job Shadow Placement site for anywhere between 4-8 hours and followed their mentor to learn about their career field. They also attended an after school meeting where Jenna discussed the program and the placements. After the Job Shadow Day they have been instructed to write a thank you note, thanking their job mentor for their day-long experience.

January Regents: The district almost doubled the number of students who came in this January to take January Regents examinations compared to last year. Much of the effort is thanks to the HS administration and counselors who made personal phone calls to students & parents as well as notes sent directly to the homes. Currently, administration is putting together a summative review of all tests taken and success rates. One celebration Mrs. Rozzi discussed was that 88% of all 11<sup>th</sup> grade students passed the English/ELA Regents (up by 6% from last year). More importantly, 45% of those kids earned a "mastery score" and 86% of the ESL students who took the English/ELA Regents passed. This is great news for our district, since the Regents in ELA is a mandatory assessment for graduation. In addition, this past January we offered Regents that the district never ran before. With that opportunity, we were able to capture more passing results at the mid-year point!

Grades 3-8 After School Coursework: These sessions continue to run with strong attendance as the kids prepare for spring assessments in ELA and Math, grades 3-8.

School Quality Review (SQR) Process: Mrs. Rozzi spent much of the fall months continuously meeting with BOCES reps., building administrators, teacher data teams and the SESIS (Special Education School Improvement Specialists) to get a snapshot of the teaching and learning happening in buildings. The SESIS reps. have conducted walk-throughs and have provided buildings with notable commendations as well as suggestions on addressing the needs of students who receive special services. This feedback was then weaved it into the School Quality Reviews (SQR) and Comprehensive Educational Plans (CEP). These draft plans were officially submitted to the BOE for review and acceptance and then submitted to the state in timely fashion.

## Committee Updates:

District-Wide Principals' Meeting for February: Principals and Mrs. Rozzi meet regularly and recently discussed the 2/8/12 staff development day as well as the status of each school's data team meetings, the need for all teachers to continue writing spring Common Core units, updates on the teacher observation process and aligning instructional focuses across the district.

Elementary Science Pilot and Elementary Math Pilot Teams: Both teams continue their pilot work in classrooms and have had opportunities to sit with company reps regarding Q&A's. All pilot curriculums are Common Core-aligned. Also the district science team has scheduled all PK-8 buildings to conduct science fairs this spring. The middle school will be displaying an evening of projects at the 6<sup>th</sup> grade level, with 1<sup>st</sup> place winners getting recognized at an upcoming April BOE meeting, tentatively.

## **BUSINESS MEETING PAGE 083 FEBRUARY 15, 2012**

Literacy Coaches' Team: Coaching initiatives continue in all K-5 buildings, particular work to note is the coaching on the writing workshop model, the coaching going on with teachers on the guided reading framework as a way to differentiate, as well as collegial circles taking place on the writing workshop model. Additionally, through funding, Mrs. Rozzi was able to secure a prestigious spot for one of our coaches, Kimberly Gosselin, who is the coach at Brookhaven. Kim spent a week at Columbia University in the coaches' program working alongside Lucy Calkins on the reading workshop model! Kim was selected to attend among hundreds of applicants. She has begun to turn-key her staff and has met with the literacy coaches throughout the rest of the district about this opportunity. Our other literacy coach, Danielle Flaumenhaft also attended this a number of years back. We are fortunate to have their expertise in our schools.

Librarians' Meeting: The library/media specialists and Mrs. Rozzi recently discussed visiting author programs around the <u>district</u> as a priority for next year (not just at the elementary schools), a technology upgrade to the current management system that promotes online versions of texts and novels for kids to access, as well as promoting Scholastic Book Fairs for the high school and middle school next year (2012/2013 school year). Mrs. Rozzi brought this up with PTA council and they seem to be on-board with this endeavor. Overall, the librarians feel the kids would enjoy the fairs as they do promote reading in our schools. The nice thing is that these older kids can even get involved in the "running" of the fairs and scholastic often gives free library materials back to the sponsor school at its conclusion.

RTI (Response to Intervention) Team: The RTI team met in February and began to explore behavioral interventions at the district level. At our next meeting, the team will have a consultant in to discuss culturally-responsive classrooms and appropriate interventions for success. We are on a good path for creating a district plan, ready for July implementation.

# **Technology Updates:**

**ENO Issues**: The vast majority of minor ENO issues have been resolved thanks to the numerous people within the technology dept.

TIS Updates: Our Technology Integration Specialists have been doing some outstanding work in our PK-12 classrooms: For example, Deb Gerkin has collaborated with both Middle School Honors Living Environment classes engaging them in World Water Monitoring Day project, an international education and outreach program that builds public awareness and involvement in protecting water resources around the world by engaging kids to conduct basic monitoring of their local water bodies. Students tested for Ph, dissolved oxygen, turbidity, and temperature. Along with traditional testing tools, students made use of a digital microscope. Flip camera technology and movie editing software to report data. Plans are now being made to support astronomy curriculum through participation in the Faulkes Telescope Project. Faulkes' technologies make it possible for students to gain remote access to 2 meter research telescopes located in Siding Springs Australia or Maui, Hawaii. Additionally, students will make use of local resources that include Brookhaven National Lab as well as the Custer Institute. The Custer Institute which is located in Southold is the oldest public observatory on Long Island. A collaborative English Language Arts Project between Kim Harjes at the High School and Christine Harjes at the Intermediate School is being planned and a Skype testconnect was conducted. These are some of the projects we may be highlighting to be on display representing our district at the Brookhaven National Lab's Annual Technology Conference this spring.

### Correspondence:

Correspondence was received from the NYS Education Department regarding the proposed June Regents and RCT Examination schedule as well as the proposed 3-8 testing schedule for school year 2012/2013.

## **BUSINESS MEETING PAGE 084 FEBRUARY 15, 2012**

Calendar Draft: The calendar draft for the 2012/2013 school year is ready to be BOE approved. Mrs. Rozzi will have a resolution on the 3/7/12 agenda for approval.

## **PUBLIC PARTICIPATION**

John Kugel(resident):: Commented on traffic safety issues on Cedar St by Kreamer St Elementary School.

Michelle Romano (resident): Questioned the status on the grading allegations.

Rocco DeVito(resident): Expressed concerns regarding Board's actions on allegations and recent Supreme Court ruling on a personnel matter..

Joanne Long Merrill (resident): Commented on Board of Education members and responsibility to community.

James Merrill(resident): Stated he agrees with the sentiments of Joanne Long Merrill. Richard Boes (former SCCSD Teacher): Expressed his opinion on the Board's responsibility concerning the grading allegations.

Anne Hayes (resident): Requested action from the Board regarding recent legal matters.

Mary Mojallali (resident): Requested the Board take action.

Lynn Leistman (resident): Commented on grading allegations and District reputation.

Sheryl Moodt (resident): Spoke of her concerns with the public's actions regarding the allegations.

Regina Seltzer (resident): Commented on court decision regarding Building Services position.

Michael Bilecki (resident): Commented on the Building Services position and the court decision.

Leslie O'Connor (resident): Questioned Board's actions regarding Building Services Administrator and court decision.

Claudia Van Florcke (resident): Commented on grade changing allegations.

Madeline Serpe (resident): Requested the Board take appropriate action on grade allegations.

Mr. Hoff: Requested Board address grading allegations.

Peter Maddalone (CSEA President): Requested the Board conduct an official investigation into the leaking of confidential information relating to the grading investigation and protection for CSEA members..

Wayne White (BTA President): Spoke regarding allegations and protection for the BTA membership.

Board President Correa and School Attorney Christopher Guercio addressed the audience at various times during public participation, responding to the comments and clarifying the Board's position with regard to the investigation and the court decision on the Building Services position.

Board President Correa called for a recess at 10:21 pm. The meeting resumed at 11:03 pm.

# A motion (Durney / Kirk ) to approve the following:

A. Approval of Minutes - Workshop meeting of February 1, 2012.

VOTE: Motion carries unanimously. 9-Yes, 0-No.

# 4. SUPERINTENDENT CONSENT AGENDA

An omnibus motion (Kirk / Durney ) to approve the following Items A to I:

## A. FINANCIAL MATTERS

Treasurer's Report for January, 2012

Public Participation

Recess

Approval of minutes

Approval of Items A to I o Agenda.

## **BUSINESS MEETING PAGE 085 FEBRUARY 15, 2012**

Tax Levy Limit

.....\$ 0

-Increase in state mandated pension systems that exceed 2 percentage points...\$ 38,006

• Tax Levy Limit, Plus Exclusions........\$54,680,246

C. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education accepts and awards a contract extension for the 2011-2012 school year to HTP Mechanical Corporation as the lowest responsible bidder for oil & gas burner maintenance and fuel oil tank monitoring at the hourly rate of:

Contract
Extension
HTP
Mechanical
Corp

• \$85.00-Mechanic

• \$22.00- Helper/Apprentice

D. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the health and welfare services agreement for the 2011-2012 school year with Central Islip Union Free School District at the rate of \$911.80 per student.

Agreement Isilp Schools

E. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves change order #1 with Condos Brothers Construction for Bellport High School in the credit amount of (\$3,436.06).

Change Order
- Condos
Bros BHS

F. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves change order #1 with ARA Plumbing for Bellport High School in the amount of \$31,276.23.

Change Order ARA Plumbing BH

**G. RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education approves the consultant services contract with Developmental Disabilities Institute for the 2011-2012 school year at the rate of \$47,066 per student.

Contract
Developmenta
Disabilities

**H. RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with Consulting That Makes a Difference, Inc. for the 2011-2012 school year at the rate of \$750 per day for coaching for a total of \$2,250.

Contract Consulting Makes a Difference inc

I. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the recommendations of the Committee on Special Education (CSE) Sub-Committee on Special Education (SCSE) & Committee on Preschool Education (CPSE).

Approves CSI SCSE & CPSE recommend.

VOTE: Motion carries unanimously. 9-Yes, 0-No.

A motion (Kirk / Durney) to approve the following, removing Personnel Agenda Item# 952:

# PERSONNEL

J. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the resignations, terminations, leaves of absence, position abolitions, employment appointments, tenure appointments, and salary changes in accordance with applicable provisions of Education Law and Civil Service Law, as cited in the Personnel Changes attachment.

Approves
Personnel
Agenda –
removing item
#952

**VOTE**: Motion carries unanimously. 9-Yes, 0-No.

# **BUSINESS MEETING PAGE 086 FEBRUARY 15, 2012**

## **BOARD/SUPERINTENDENT DISCUSSION ITEMS**

- Changing time of Executive Session.
- Importance of having all facts before coming to judgment on grading issue.
- Having a separate Teacher Award for South Haven School.
- Thanks for all involved in High School Musical.
- Question re full page ad published in South Shore Press.
- High School newspaper.

A motion (Durney / Morales ) to convene to Executive Session at 11:31 pm for personnel matters:

**VOTE**: Motion carries unanimously, 9-Yes, 0-No.

Meeting reconvened at 12:12 am.

(Trustees Grossman, McKenna and Mistler were not present when public session reconvened.)

A motion (Schatzman / Morales ) to adjourn the meeting at 12:12 am:

VOTE: Motion carries unanimously. 6-Yes, 0-No, Absent (Grossman, McKenna, Mistler.)

Respectfully,

Nancy Poulos

District Clerk

Attachments

Board / Supt Discussion Items.

Executive Session

Reconvene Public Session

Meeting Adjourned

# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7<sup>th</sup>, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: February 17<sup>th</sup>, 2012

CATEGORY OF ITEM: Action or Report or Reading (circle one)

TITLE: Virtual Enterprise Field Trip

### STAFF RECOMMENDATION:

Resolution: Be it resolved, upon the recommendation of the Superintendent of Schools that the Board of Education approve the overnight field trip on 3/28/12 for 12 Bellport High School students and two chaperones to New York City for the annual Virtual Enterprise/Business Ownership competition to be held on 3/29/12; 30 students and 2 additional chaperones will join the group the morning of 3/29/12; funding for all fees associated with the competition are supported through the Perkins Grant and Zeldin funds.

WHEREAS, the Board of Education of the South Country Central School District (Board of Education) agrees that participation of students in educational field trips which are funded through monies in the Perkins IV Basic Secondary Grant ("Grant") represent an educational opportunity for students of the School District;

NOW THEREFORE BE IT RESOLVED that the Board of Education approves the participation of students from the school district to participate in said educational field trips in accordance with the terms and conditions of the grant; and

BE IT FURTHER RESOLVED that such field trips shall be hosted by Eastern Suffolk BOCES in collaboration with the school district because the grant requires:

A) "Members join a consortium to contribute to the improvement

# South Country Central School District



and innovation in CTE programs that they could not accomplish individually";

B) "Funds allocated to a consortium...shall be used only for purposes and programs that are mutually beneficial to all members of the consortium; and

BE IT FURTHER RESOLVED that the School District's customary policies, regulations and procedures for field trips shall be complied with insofar as applicable prior to the School District submitting documentation to Eastern Suffolk BOCES in conjunction with a field trip; and

BE IT FURTHER RESOLVED that ESBOCES and the School District agree to defend, indemnify and hold harmless each other, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the other party, its officers, directors, agents or employees in connection with the participation of the students of the School District in educational field trips funded by the Perkins Grant through Eastern Suffolk BOCES in collaboration with the School District.

BACKGROUND RATIONALE: Resolution needed to approve overnight field trip as well as Perkins Funding through ESBOCES.

Not an official record; subject to change



# OFFICE OF CURRICULUM, INSTRUCTION & TECHNOLOGY SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

# Memo

To: Joseph L. Cipp, Jr.

From: Linda J. Rozzi

Date: January 26, 2012

Re: Business Ownership/Virtual Enterprise

Mr. Cipp,

Attached is a field trip application form that I received from Ms. Smith on January 26, 2012 regarding the Business Ownership/Virtual Enterprise students to attend the Virtual Enterprise International trade Show on March 28, 2012 & March 29, 2012 in NYC. As per the paperwork, 12 students will be attending with 2 chaperones. This is an overnight trip and will require BOE approval. All costs associated with this event will be covered by the VATEA/Perkins grant and the students. The only cost to the district will be for lodging for the chaperones which will be paid for out of BHS funds.

Linda

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# Overnight Field Trip Request

Mrs. Sheila Smith, Teacher/Chaperone

The two Bellport HS Virtual Enterprise classes (Business Ownership) will be participating, as required, in the VE International Trade Show in NYC on March 29, 2012. The event is the culminating activity for the program and offers our students an opportunity to network and compete with Business students from around the world. The event requires us to have a booth per business at the trade show. We have already registered and submitted the paper work for the booth to BOCES for payment with the VATEA/Perkins IV grant. Vatea/Perkins grant money has been allotted to pay for the space at the show as well as transportation to and from it.

The required set up day for the fair and the Global Business Challenge event are scheduled for Wednesday, March 28, 2011 with the trade show being held the following day, Thursday, March 29, 2012. Rather than traveling in and out of the city 2 days in a row I would like to bring the top executives from each class to the city on set up day and stay overnight in order to be there early the next day. The rest of the class would follow by bus the day of the trade show and then we will all travel home together by bus. Transportation costs, submitted at \$920 will be paid by the Perkins IV/Vatea Grant. (\$160 transport day 1 and \$760 day 2)

With high schools from around the world attending the tradeshow many opportunities are available for us to meet and network with people from around the world. The Global Business Challenge is one such event taking place on March 28<sup>th</sup>. This event places our students on teams with other students from around the world where they work together to solve a business problem and present their solution.

I have attached information regarding this event and the Youth Business Summit as a whole so that you may gain a better understanding of the event. For more information you can also visit the Virtual Enterprise website at <a href="https://www.veinternational.org/ny">www.veinternational.org/ny</a>.

Specific activities that the students listed below will be engaged in:

Thursday, March 28, 2012 (only students listed below)

- 1. Global Business Challenge
- 2. National Business Plan competition finals
- 3. Trade Show Booth Set up
- 4. Networking Dinner with other VE business students

Friday, March 29, 2012 (all VE students)

- 1. Trade show booth/promotional items set up
- 2. VE International Trade Show
- 3. Trade Show awards ceremony
- 4. Booth breakdown

Alt:

The following is a list of proposed students (and their position within their company) that I would like to bring for 2 days and 1 night to the Youth Business Summit:

```
¬ → ¬ → CEO Savor the Flavor Catering Co.
1.
2. Just 1999 - COO Savor the Flavor Catering Co.
              a - CFO Savor the Flavor Catering Co.
         - Director of Technology, Savor the Flavor Catering Co.
4.
5.
        • • • Director of Marketing, Savor the Flavor Catering Co.
                - Director of Marketing, Savor the Flavor Catering Co.
6.
7. * · · · · · · · · · · · · ·
                10 - CEO Sweet Bouquets
8. Seesion - Director of Human Resources, Sweet Bouquets
9. Rubert spie...
                   Director of Marketing, Sweet Bouquets
↑FO Sweet Bouquets
11. `
12. I
            ez – Accounting Department, Sweet Bouquets
      Marketing Department, Savor the Flavor Catering
```

y, Tech Department, Sweet Bouquets

We will need 3 rooms to house the above students, 4/room and one room for the chaperones. Students will be responsible for lodging and meal costs estimated at \$100/student. We are asking the district to pay for the cost of lodging for the chaperones, estimated to be approximately \$300. I am looking into options and welcome any suggestions for grant money or fundraising opportunities to help offset the cost for students who may not be able to pay for the trip. In looking at the proposed list I estimate approx.. 4-5 students who may have a difficult time as they currently receive free or reduced lunch.

### Overall Cost breakdown for the trip

Transportation:

\$920.00

paid by VATEA Grant

Trade Booth Fees:

\$1150.00

paid by VATEA Grant

Lodging for students:

\$100/student

paid by student

Meals for students:

\*can bring or buy

paid by student

Lodging for chaperones:

\$300

paid by district

6 Substitutes:

2 on 3/28/12

4 on 3/29/12

paid by district

Meals for chaperones:

\$50

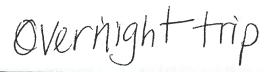
paid by Teachers

As you can see by the above chart, the cost to the district is minimal and experience for our students is tremendous. Virtual Enterprise is a new program at the High School where the students create a Virtual business and operate as a business within the International Virtual Enterprise System. They can earn 6 college credits through our University in the Classroom program with SUNY Farmingdale.

Please let me know if you require further information from me. I also encourage you to come to the event if you are available...I have heard that it is quite amazing!! I look forward to your response.

Sheila Smith
Business Teacher

January 23, 2012





# OFFICE OF CURRICULUM, INSTRUCTION & TECHNOLOGY SOUTH COUNTRY CENTRAL SCHOOL DISTRICT



To:

All Building Principals

from:

Mrs. Linda J. Rozzi

Date

July 2011

Re:

Field Trip Approval Process

Below are the steps to follow for the field trip approval process. This process must be initiated two months prior to schedule date of desired field trip.

- 1. Field trip proposal is generated and application packet completed.
- 2. Teacher reviews field trip proposal with Department Chairs and/or Assistant Principal.
- The staff member arranging the field trip is responsible for arranging transportation for the trip. Please contact Melissa at Montauk Bus 1-631-345-9600. Please document the number of busses, cost and who you spoke with to confirm transportation will be provided.
- 4. Department Chair/Assistant Principal and teacher(s) review proposal with Principal.
- 5. Principal presents field trip proposal to Assistant Superintendent for Curriculum, Instruction & Technology.
- Assistant Superintendent for Curriculum, Instruction & Technology will verify with Assistant Superintendent of Business that funding is available through buildings budget code for field trips.
- Assistant Superintendent for Curriculum, Instruction & Technology presents proposal to Superintendent who will forward the information to the Board of Education (if required) for final approval.
- 8. Once approval is given applicants may proceed with making arrangements for field trip.

<sup>\*</sup> We suggest that transportation needs are confirmed again as an approved trip nears.

PRESIDENT **VICTOR CORREA** 

VICE-PRESIDENT **KEVIN KIRK** 

OWEN DURNEY LISA DI SANTO GROSSMAN MARIAN MCKENNA JEANNETTE MISTLER JULIO MORALES ROBERT POWELL **BARBARA SCHATZMAN** 

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

# **ADMINISTRATIVE OFFICES 189 DUNTON AVENUE**

EAST PATCHOGUE, NEW YORK 11772

### SUPERINTENDENT OF SCHOOLS

MR. JOSEPH L. CIPP, JR. 631-730-1510 FAX 631-286-8394

ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

> MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

Received

FIELD TRIP APPLICATION  Day Trip Overnight Trip JAN 2 6 2012
Today's Date: 1/19/12  South Country Central School District Office of Educational Services
Name of Group: Virtual Enterprise class  Office of Educational Services
Destination & Address: 69th St Armory, NYC - 68texington AV, NYC
VE International Trade show
Date of Trip: 3 28 12
Departure Time: 8:30 A Departure Location: BHS  Return Time: Following and Sele Separate packet
If applicable please attach the following to demonstrate the connection to our educational programs.
<ol> <li>Any tests, quizzes, or other forms of assessments related to what students will learn from the field trip.</li> </ol>
2. The lesson plans and materials you will be using prior to the field trip for
students to build knowledge.  3. Please articulate in writing specific goals you have established regarding
what you expect students will learn by attending this trip.
4. Copy of the parental permission slip for field trip.
Number of Students Attending: 12 Cost per Student: \$ 100,00 (covers lodging/fa)  Cost to District: \$40000 Cost to District pays for: Accomplications for Chapterines  How many subspecified 2 Cost of substatists
Cost to District: \$40000X \$300 Cost to District pays for: Accomptodations for Chaperones
How many subs needed 2 Cost of subs to the district \$
(1104 k.ds

Teacher' Name	e & Cell phone number: <u>She</u> l	ila Smith	
Chaperones: _ (Indicate staff or parents) _	Sheila Smith Camille Masem	<u>Teacher</u> <u>Teacher</u>	
Emergency co	ntact information for Chaperones	s: NICK Smith	
TransportationTrain	n: (Check one) District Bus		Dropo
Other	Overnight	Board Approval Required	
will be helpful.	ary: (include all locations other to in case of an emergency contact in all sheet if necessary  Hotel to register so that the start is a second to	for you or a member of you	er trin)
- - F	Department Chairman/Assistant Principal  Sissistant Superintendent for Quiricu		: / /
an	ssistant superintendent for Busi	ness H3	Date

Cost: \$100/student

to cover meals

and lodging

SUPERINTENDENT OF SCHOOLS

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FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

ASSISTANT SUPERINTENDENT

MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

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LISA DI SANTO GROSSMAN MARIAN MCKENNA JEANNETTE MISTLER JULIO MORALES ROBERT POWELL BARBARA SCHATZMAN

BOARD OF EDUCATION

PRESIDENT VICTOR CORREA

VICE-PRESIDENT

**KEVIN KIRK** 

OWEN DURNEY

FIELD TRIP PERMISSION SLIP

A. Trip Information: Destination Virtual Enterprise International Trade Show
Location and Phone Numbers 69Th Regiment Armory, 68 Lexington AV NYC
Date 28 8:30 AM Time of Departure from District BHS
Date 129 70m Time of Return to District 3/29/12 approx 7pm
Chaperones Mrs. Smith, Mrs. Masem
Class or Sponsoring Club Business Ownership/Virtual Enterprise
B. Insurance Information: The Certificate of Insurance Student Accident policy now used in the South Country Central School District covers all school sponsored and supervised activities, even those away from the school. This policy provides reasonable and customary benefits for medical expense to a maximum of \$50,000.00 as a result of any one covered accident. The Student Accident policy will pay those covered balances for which benefits are not provided by the parent's primary insurance carriers in excess of \$25.00. These insurance payments are secondary and based on usual and customary charges within the limits of the policy.  C. Permission Slip: I hereby give my son/daughter permission to participate in the above trip; sponsored by South Country Central School District. I understand that the above mentioned insurance coverage applies only to currently anyther the student of the school District. I understand that the above mentioned insurance coverage applies only to currently anyther the student of the school District.
mentioned insurance coverage applies only to currently enrolled students of South Country Central School District.  D. Student Academic Responsibility: I am aware that my son/daughter is responsible for any academic work missed during the trip.  Date:Signature Parent/Guardian:
Address:
Telephone:Emergency number:
Emergency Contact Name:
(To be taken with chaperones on trip - MUST BE FILLED IN COMPLETELY)  Emergency Medical Treatment Release: In case of an emergency, I hereby give permission to the adult supervisor on the field trip to secure proper medical treatment, including hospitalization, if necessary for my child,
Date of last tetanus shot:Unusual medical conditions including allergies to medication:
Date: Signature of Parent/Guardian:
Telephone:Emergency name & phone:

PRESIDENT
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# FIELD TRIP ROSTER

# 

THIS ROSTER MUST BE TURNED INTO ATTENDANCE 5 DAYS PRIOR TO TRIP

5	19
6	20
	22
	23
9	
10	

\_\_\_\_\_ 18.

11	26
12	27

13 28	
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14	29
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These students will be out Revised: 7/2011
All day on Wed. 3/28 and Thurs. 3/29

PRESIDENT VICTOR CORREA

VICE-PRESIDENT KEVIN KIRK

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> MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

# STUDENT'S ACADEMIC RESPONSIBILITY FIELD TRIP

Period	Class	Teacher Name	Teacher	Comments	
1	· · · · · · · · · · · · · · · · · · ·				
2					
I have spo		y teachers and understai			
Date:		Student Name:			

Student Responsibilities as Pertains to Field Trips
As a South Country Central School District student, it is my responsibility to:

- decide if attending this trip will be detrimental to my other academic subjects
- notify the teachers whose classes I will miss
- make up any class work or examinations which I will miss
- notify the trip teacher if I decide not to go on the trip
- submit the permission slip and fees in a timely fashion

PRESIDENT
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My son/daughter \_\_\_\_

given in spite of the risks, known or unknown.

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ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

has permission to participate

MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

# PARENTAL PERMISSION SLIP FOR OVERNIGHT SCHOOL ACTIVITY INCLUDING ACKNOWLEDGEMENT, RELEASE, AND HOLD HARMLESS

in the overnight school activity of	on
with under the su	pervision of
(CLASS)	(TEACHER IN CHARGE)
The cost of the trip will be	per student (NO REFUNDS); Checks should The students will be leaving at and will return at approximately
In case of an emergency, please contact _ at	(RELATIONSHIP) (TELEPHONE)
I understand that my son/daughter will he/she is responsible to make up all missed work with my son/daughter the requirements that had directions of all chaperones.	miss class work during the field trip and that and assignments. Additionally, I have reviewed te/she remain with the group and follow the
I acknowledge that I have read the Information of t	mation for Overnight School Activity Including ess that accompanies this permission slip. I permit my child to participate in this overnight

school activity. My consent to my child's participation is purely voluntary and my permission is

### ACKNOWLEDGEMENT, RELEASE AND HOLD HARMLESS

I also fully understand that any school travel, activity, or outdoor pursuit can have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Mindful of these conditions, I FOREVER RELEASE AND DISCHARGE South Country Schools, its personnel and volunteers for any and all liabilities, claims, demands or causes of action that I may hereafter have for any injuries or damages arising out of my child's participation on the above referenced activity. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY MY CHILD WHILE PARTICIPATING IN THE ABOVE REFERENCED ACTIVITY AND AGREE FOR MYSELF, MY CHILD AND MY HEIRS, REPRESENTATIVES AND ASSIGNS TO INDEMNIFY AND HOLD HARMLESS the South Country School District, its personnel and volunteers for any and all losses, claims actions, or proceedings of any kind including demands for damages, judgments, costs, losses of services, or expenses which may be initiated by me, my child or any other person or organization on our behalf.

all terms and condition	s of the above agree	ment.	
Date:	X		
		Guardian or Responsible Party (if Participant is under 18 y	years of age)
Date:	X		
	Signature of Studen	t (if Participant is over 18 years of age)	
Today's Date			
	n to take the followi	ng medication as long as a chaperone o	bserves
	n to take the followi	ing medication as long as a chaperone of Doctor's Name	bserves
My child has permissio	n to take the followi		observes 
= 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1		Doctor's Name	observes

PRESIDENT VICTOR CORREA

VICE-PRESIDENT KEVIN KIRK

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ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION & TECHNOLOGY

MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

DATE:

RE:

Parental Permission Slip and Information for Overnight School Activity

Including Acknowledgement, Release, and Hold Harmless

Dear Parent or Guardian:

The South Country School District is committed to increasing the safety awareness of you and your child as you decide whether or not to permit your child to attend the upcoming overnight school activity of Virtual Enterprise tradeshow

### Acknowledgement

This permission slip governs overnight school activities which occur when students leave school grounds for an educational or educationally related purpose involving curriculum-related study, interscholastic athletics, extra-curricular activities, outdoor education or as part of a school-sponsored club. As these events are out of the ordinary, please consider that overnight school activities are an area rife with possibilities for injury and liability. The off-site locations mean that students are exposed to hazards not present in the usual school environment, and staff members can more easily lose control of the students. Special exposure to hazards including but not limited to air and coach travel, other motorized activities; animal activities, including horse riding, pack animal trips, snake handling, domestic animals and birds; remote locations, strenuous activity; outdoor education including building houses, mountain climbing, cave exploring and wilderness survival; amusement park activities including carnival rides, water activities including swimming and boats; and in urban areas, heavy traffic may be present. By consenting to your child's participation in an overnight school activity, you acknowledge those common, ordinary risks which are inherent in and arise out of the nature of the school activity and which flow from your child's participation. You and your child assume the risk of injury by participating in an overnight school activity.

# Field Trip Medical Form

If student has a 504 plan and it requires a Nurse to be present on all field trips an approval is not needed. Please inform the Nursing Supervisor that a substitute nurse will be attending the field trip.

Does student have 504 plan?	Yes □	No □
Does 504 plan require a nurse on all field trips?	Yes 🗆	No 🗆
If no nurse is required to attend field trip, please a nurse is required to attend.	explain belo	ow why you feel tha
<ol> <li>Nurse will be informed of the date of the field days in advance.</li> </ol>	eld trip at le	east ten (10) school
Classroom teacher and or trip coordinator to determine the need for dispensing prescription.	will then corription med	nfer with the nurse ication to students.
<ol> <li>Classroom teacher will contact the parent to trip, i.e. parent attending, parent enlisting a medication adjustment or eliminated with of</li> </ol>	nother pare	ent to administer.
<ul> <li>4. Nurse is informed of preliminary plan:</li> <li>If parent will attend ~ no action necession.</li> <li>If parent designates another parent, recountry, then a written statement is a before the trip. (form included in Fields If the administration of medication is an order must be submitted by the chaprovider two (2) days before the trip.</li> </ul>	not employe given to the d Trip Pack to be adjus	nurse two (2) days set) ted or eliminated.
t is understood that the Nursing Supervisor in consulta will determine the need for nursing services on any field	ation with th trip.	e building Nurse,
pproved: Yes 🗆 No 🗆 Signature		_ Date:

# FIELD TRIP CHECKLIST Field Trip Packets approved by Superintendent of Schools. Complete the Transportation Form and make arrangements by contacting Montauk Bus at 345-9600. Arrange class coverage through AESOP for all chaperones participating on trip date. Make sure all Consolidated Leave form is completed and handed into the main office. Complete and submit Chaperone form to the Main Office for all trips and file with AESOP. Submit completed Roster to the Attendance Office five days prior to the trip. (Only eligible students may attend trips). An adjusted Roster indicating those NOT attending should be given to the Attendance Office prior to departure. Submit the upper-half of the Permission Slips 5 days prior to the trip. (Part D is taken with chaperones). At this time, Administrator's emergency contact phone numbers will be given to the head chaperone. In the event of a major delay, accident or personal injury, contact an Administrator for further information. OVERNIGHT FIELD TRIPS CHECKLIST Any overnight trip or trips outside of the New York Metropolitan area require Board of Education approval. Request building Principal approval. Complete the Overnight Trip form which is included in every Field Trip Packet. This form requires: Name of group, Staff member in charge, Dates & Destination, Names of Chaperones, Number of Students, Student/Chaperone ratio, Educational Purpose, Preparation for Trip (meetings before), Activities planned, Post Trip Report to the Board of Education, Mode of all Transportation, Lodgings, Cost to District, Cost to Student with itemized breakdown, method for choosing and excluding students from trip, Special Financial Funding (for students without resources to finance trip).

ALL TRIPS MUST BE TAKEN PRIOR TO MAY 1ST.

Secure Medical information from the School Nurse and First Aid Kit (s).

Complete Student/Chaperone Signature Form

PRESIDENT
VICTOR CORREA

VICE-PRESIDENT KEVIN KIRK

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## **ADMINISTRATIVE OFFICES**

189 DUNTON AVENUE EAST PATCHOGUE, NEW YORK 11772

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MRS. LINDA J. ROZZI 631-730-1540 FAX 631-286-4436

<b>CHAP</b>	ERON	IE SIGN	ATURE	<b>FORM</b>

DATE OF TRIP 3/28-3/29/12

Overnight Trip

Day Trip

I understand that all BOARD OF EDUCATION 'S Disciplinary code applies during this trip and that appropriate action will be taken if I violate this code.

CHAPERONE NAME (PRINT) Shella Y. Smith
CONTACT INFORMATION $U(631)$
SIGNATURE Sheila & Smith
DATE 1/19/12

## Supervision

The main purpose of supervision is to help protect students from injury or diminish the risk of student injury. Proper supervision includes attentiveness, behavior monitoring and intervention, hazard surveillance and intervention, and responding appropriately to emergencies. Proper supervision for secondary school students does not mean being with students at all times. Depending upon the nature of the school activity, students may be permitted to separate into small groups to, for example, visit different exhibits at a museum, go to the restroom, and enjoy free time in a public location. In hotels, staff will ensure students are supervised, including periodic room checks, but will not sleep in the same room as students.

The school will provide adequate and appropriate supervision based upon the type of activity, number of students, age and maturity level of the students, facility, duration of trip, type of transportation, and safety considerations including emergency procedures. The parent must recognize, however, that unanticipated situations and problems can arise on any trip, school-sponsored or otherwise, and that those situations or problems are not reasonably foreseeable or within the control of the school, supervising staff and chaperones. In such instances, the parent agrees that the school, supervising teachers, and chaperones are not legally responsible in the event of accident or injury and the parent will hold the school, supervising teacher(s) and chaperones harmless from any costs. liability, or expenses related thereto.

It remains, of course, your parental prerogative to decide whether or not your child will participate in this trip. Please be aware that, although our adult staff and chaperones will be informed as to recommended security procedures, the District is powerless to predict unforeseen events that could result in harm to your child.

# Acceptance of Risk

By signing the attached school activity permission slip and returning it to the school, you acknowledge the school activity carries with it certain unanticipated risks, which could result in harm or fatal injury to your child. By signing the permission slip, you accept that the school activity entails the risk of injury to your child and elect to participate in spite of risks and potential security threats that are not identifiable at this time.

Sincerely yours.

Principal's Signature

89041

01/26/2012 11:53

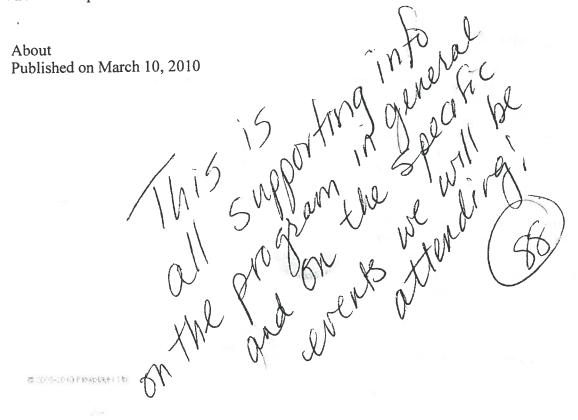
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TRANSPORTATION #1229 P. 002/004

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

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# **Program Description**

Virtual Enterprises International (VEI) is an in-school entrepreneurship program and global business simulation that draws on the European tradition of apprenticeships, transforming students into business executives and classrooms into office settings. Open to all students, VEI empowers and motivates participants to develop a range of academic, business, technology and professional skills that prepares them for success in post-secondary education, employment and the community.

# History

The idea of an office simulation can be traced back to the 17th Century. In Europe, simulated practice firms have been established for many years as places for commercial training. Since World War II, however, these simulated offices have evolved into a practical vehicle for interdisciplinary instruction and an in-school work experience.

After visiting practice firms in Vienna, Austria in 1994 and observing the benefits of this instructional model, the New York City High School Superintendents spearheaded the development of practice firms (virtual enterprises) in seven New York City public high schools—the first program of its kind in the United States.

The Virtual Enterprise Program in New York City public schools has drawn national attention as an applied learning instructional model for business, economics, finance and career education. The concept has grown in the United States to include programs in over 500 secondary and post-secondary institutions.

# The VEI Approach

Using a student-centered approach that emphasizes project-based collaborative learning, VEI replicates the functions and demands of real businesses in both structure and practice. With the guidance of a teacher-facilitator and a business partner, VEI students establish and manage a virtual company, conducting business with other "firms" domestically and internationally. Students are involved in all aspects of running the business, including human resources, accounting, product development, production, distribution, marketing, and sales.

Students are assigned to work in different departments, typically Administration, Accounting/Finance, Sales, Marketing, Human Resources and IT. The class selects a CEO and managers who oversee each department. Working in teams to make decisions about how to complete their departmental tasks in support of company goals and objectives, students learn from both their successes and mistakes.

The VEI approach emphasizes learning in four key areas:

- 1. Ownership: Students take responsibility for their own learning
- 2. Experiential: Students' learning is authentic and realistic
- 3. Cooperative: Students learn with and from others and understand the dynamics of working as part of a team.
- 4. Reflective: Students experience the consequences of their decisions and apply that learning to future challenges of their decisions are apply that learning to future challenges



Charlotte Frank
McGraw-Hill Companies
"Study findings show that the VE program
helps students to gain job-readiness and
academic skills, which help prepare students
for both careers and college. The program's
greatest strength is its student-centered,
project-based approach."

# Learning by Doing Business Globally

VEI firms conduct business across a network of 5,000 student-run companies spanning 40 countries and a breadth of products and services—from banking, insurance and technology to publishing, advertising, cosmetics, tourism and fashion. The transfer of funds is made electronically through a web-based banking system that links all U.S. firms with other virtual firms worldwide. By engaging in business and trade across industries, borders, and cultures, VEI students experience the expectations of the workplace and of conducting business in the global marketplace.

# Standards-Based Curriculum

VEI has developed curricula to support the goals and objectives of the program. Curriculum strategies include and address interdisciplinary instruction, project-based learning, research, different learning styles and real-world applications and can be downloaded from the VEI website the various state websites. An end of course assessment is available through NOCTI (National Occupational Competency Testing Institute).

Melanie Mortimer, SIFMA Foun



dation

"Virtual Enterprises literally brings business to life for students of all backgrounds, enabling them to build skills that will give them a competitive edge in work and in life. From leadership development, to business management, to financial planning, VE students are gaining experience that is practical and that inspires them to dream big and achieve."

## **Extended Learning Opportunities**

Students engage in various business activities throughout the year that create authentic extended learning opportunities. National and international trade shows, local and national business plan competitions and the Global Business Challenge are key components of the VE program that enable students to gain valuable experience in communications, technology, global business and the world of work.

Trade shows, which are held annually in different cities across the U.S. and around the world, provide students

with opportunities to present and market the products/services of their virtual business in a competitive marketplace with both local and global VE colleagues. Trade show competitions allow students to demonstrate their skills, knowledge and diverse talents in marketing, communications, computer technology, and global business.

### The Teacher as Facilitator

In the VEI learning environment, the teacher's role changes from "sage on the stage" to "guide on the side." Because the program employs a student-centered approach to learning that emphasizes project-based, collaborative learning, the teacher's primary responsibility is to guide and direct student learning, not to deliver a daily prescribed lesson.

Click here to read our program brochure

2012 Youth Business Summit Information & Registration Published on April 10, 2011 March 29, 2012

VEI is gearing up for the 2012 Youth Business Summit. The VEI Youth Business Summit is a series of challenges and competitions that showcase youth potential and business acumen. The trade show is the culminating event of the 2012 Virtual Enterprises International **Youth Business Summit**.



Summit events include the NYC International Trade Show, the seventh annual VEI National Business Plan Competition and the VEI Global Business Challenge. Don't miss out on any of these exciting events...mark your calendars now! Click here for more information.

## National Business Plan Competition Championship Round- March 28, 2012

The National Business Plan Competition challenges students to demonstrate their global business expertise through written business plans and oral presentations. The top three teams of the National Business Plan Competition will be announced at the opening ceremony of the trade show. Registration information coming soon.

## Global Business Challenge- March 28, 2012

Multinational teams of students will have 2.5 hours to solve a business case study and present their findings to a panel of judges. The winners will be announced at the Partners' Breakfast. Click here to register your students.

## NYC International Trade Show- March 29, 2012.

Students from around the world will display a wide range of products and tout their marketing campaigns at the 15<sup>th</sup> annual Virtual Enterprises International Trade Show on

**Thursday, March 29 2012, in Manhattan**. The more than 150 VEI exhibitors will display and promote virtual goods and services and include student-run businesses from the U.S., Austria, Canada, Belgium, Brazil, Bulgaria, Finland, Indonesia, Spain, Sweden, Italy and Romania. Click here for registration and payment information.

NYC International Trade Show 2011 Photos

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2012 International Trade Show Information & Registration Published on April 5, 2011 March 29, 2012



Students from around the

world will display a wide range of products and tout their marketing campaigns at the 15<sup>th</sup> annual Virtual Enterprises International Trade Show on **Thursday**, **March 29 2012**, in **Manhattan**. Students have been mentored and supported by a who's who of top U.S. corporations. The more than 150 VE exhibitors will display and promote virtual goods and services and include student-run businesses from the U.S., Austria, Canada, Belgium, Brazil, Bulgaria, Finland, Indonesia, Spain, Sweden, Italy and Romania.

The trade show is the culminating event of the 2012 Virtual Enterprises International **Youth Business Summit.** Other Summit events include the sixth annual VEI National Business Plan Competition and the Global Business Challenge. The top three teams of the National Business Plan Competition will be announced at the opening ceremony of the Trade Show. During the closing ceremonies, the awards for Catalog, Web Page, Booth, and Salesmanship will be announced. Click here for registration information.

View more photos of the Trade Show and other summit events!

Youth Business Summit 2011 Photo Gallery

2012 Global Business Challenge Information & Registration Published on January 23, 2011 March 28, 2012



The sixth annual Global Business Challenge will take place on Wednesday, March 28, 2012 at the McGraw-Hill Companies, 1221 Avenue of Americas, @ West 49th Street, New York City.

As innovation and the free flow of information have increased, the growth of international business has accelerated. In order to keep pace, it is necessary for business students to be prepared to understand the global economy in which they will work. The Global Business Challenge (or "Challenge) is a unique opportunity for Virtual Enterprise/practice firm students worldwide to achieve this goal.

The "Challenge" allows students from New York City, national and international VEs, who also participate in the Trade Show the following day, to experience working in a multinational team and examine the challenges, opportunities and risks involved in a global business.

#### The Challenge Format:

On the afternoon of Wednesday, March 28 immediately before the start of the Challenge, students are assigned to a multinational team of 10 students. The mission is for each team to analyze company data, identify relevant information for the assigned task, and prepare a business strategy to be presented to industry professionals who will serve as judges.

Each team is provided with one laptop and a flash drive in order to prepare their presentation. Teams must complete their mission in 2.5 hours.

As the teams work, judges will have the opportunity to observe and evaluate performance, professionalism and effectiveness. This evaluation will contribute to the team's overall score. At the end of the 2.5 hours, teams will make a 10- minute presentation to judges, followed by 5 minutes of questions. In addition to the criteria of teamwork, teams are rated on their analysis of the company, the strategies they recommend and the strength of their answers to judges' questions. Scores will be computed and the winners will be announced at the Partner's Breakfast.

## US-Based VE Firms Register here.

International Practice Firms Register here.

Youth Business Summit Schedule Published on November 10, 2011

## Monday, March 26

# Global Business Challenge Student Orientation

Location: TBA 3:00 pm (Tentative)

## Wednesday, March 28

## National Business Plan Competition Championship Round

McGraw-Hill Companies, 1221 Avenue of the Americas at West 49th Street 9:00 am- 12 noon

## Global Business Challenge

McGraw-Hill Companies, 1221 Avenue of the Americas at West 49th Street 1:00 to 5:00 pm

## **Booth Setup & Registration**

69th Regiment Armory, Lexington Avenue and East 25th Street 1:00 to 8:00 pm

15

## Tuesday, March 2

## National Business Plan Competition Preliminary Round

UFT Headquarters, 52 Broadway 9:00 am to 3:00 pm

## Thursday, March

### Partners' Breakfast

Baruch College Vertical Campus, Lexington Avenue at East 24th Street 8:00 to 9:30 am

### **International Trade Sho**

69th Regiment Armory, Lexington Avenue and East 25th Stree 9:45 to 10:15 am- Opening Ceremony announcement of prizewinners for the National Business Plan Competition 10:15 am to 2:45 pm- Trade Show Location Published on November 10, 2011

The New York City Trade Show will be held at: 69th Regiment Armory
East 25th Street & Lexington Avenue
New York, NY 10010

Travel Directions by Subway

Take the # 6 subway line (green line) to 23rd Street. When you exit the subway, you will be on Park Avenue and East 23rd Street. Walk two blocks north and one block east and you will find the Armory.

#### **Transit Pass**

To get around New York City, we suggest you purchase a 7-day unlimited bus/subway Metrocard, which costs \$29 and allows you to get on and off the bus and/or subway an unlimited amount of times for one week. If you choose to pay per ride (bus or subway), it costs \$2.25 per ride; or you can purchase a Metrocard for as many rides as you want. You must use



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7th, 2012

OFFICE OF ORIGIN: Office of Curriculum, Instruction and Technology

DATE MATERIAL SUBMITTED: February 17th, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: 2012/2013 School Year Calendar

#### STAFF RECOMMENDATION:

Resolution: Be it resolved, upon the recommendation of the Superintendent that the Board of Education approve the consolidated 2012/2013 school year calendar as presented.

BACKGROUND RATIONALE: After Board discussion, the 2012/2013 school year consolidated calendar has been reviewed and modified; it has also been shared with BTA leadership.

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
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### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 29, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Scholarship Check

STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$500 to the Susan C. Digilio & Fred Corso Spirit & Humanity Award Scholarship fund.

**BACKGROUND RATIONALE:** 



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### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: March 1, 2012

**CATEGORY OF ITEM: Action** 

TITLE: Jennifer Mejia Scholarship Fund

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$100 to the Jennifer Mejia Scholarship fund.

#### **BACKGROUND RATIONALE:**

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## **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: March 1, 2012

**CATEGORY OF ITEM: Action** 

TITLE: Jennifer Mejia Scholarship Fund

#### **STAFF RECOMMENDATION:**

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of \$25 to the Jennifer Mejia Scholarship fund.

#### **BACKGROUND RATIONALE:**



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

March 7, 2012

**OFFICE OF ORIGIN:** 

**Student Support Services** 

**DATE MATERIAL SUBMITTED:** February 15, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Sachem Central School District

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Sachem Central School District* for the 2011-2012 school year at the rates set forth below:

\$8,000 per student (approximate)
1 student

#### **BACKGROUND RATIONALE:**

A student parentally placed in a private / parochial school (St. Joseph's School) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change

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#### **SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772, and the Board of Education of the Sachem Central School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 51 School Street, Lake Ronkonkoma, New York 11779.

#### WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from July 1, 2011 through June 30, 2012 inclusive, unless terminated earlier as provided for in this Agreement.

#### B. <u>SERVICES AND RESPONSIBILITIES:</u>

- 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
  - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
- 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

#### C. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

#### D. **TERMINATION**.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

#### E. <u>MISCELLANEOUS</u>

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

#### To DISTRICT OF RESIDENCE:

South Country Central School District 189 Dunton Avenue East Patchogue, New York 11772

#### To DISTRICT OF LOCATION:

Ronald G. Sacks, School Business Administrator Sachem Central School District Administrative Offices 51 School Street Lake Ronkonkoma, New York 11779

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those

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imposed or provided by Federal or State law or regulation.

- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE	DISTRICT OF LOCATION
	D2 6
By:	By: Robert Seavo President Board of Education
President Board of Education	President Board of Education
South Country Central School District	Sachem Central School District
Date:	Date: 2/\$2-/12

## **CONFIDENTIAL SCHEDULE "A"**

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name and Address of Student	Date of Birth

	<u>s</u>



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

March 7, 2012

**OFFICE OF ORIGIN:** 

**Student Support Services** 

DATE MATERIAL SUBMITTED: February 15, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Middle Country Central School District at Centereach

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Middle Country Central School District at Centereach* for the 2011-2012 school year at the rates set forth below:

\$14,040 per student (approximate)
1 student

#### **BACKGROUND RATIONALE:**

A student parentally placed in a private / parochial school (Our Savior New American) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change

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#### **SPECIAL EDUCATION SERVICES CONTRACT**

This Agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, Patchogue, New York, and the Board of Education of the Middle Country Central School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 25 N. Bicycle Path, Suite A, Selden, New York.

#### WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from July 1, 2011 through June 30, 2012 inclusive, unless terminated earlier as provided for in this Agreement.

#### B. **SERVICES AND RESPONSIBILITIES:**

- 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
  - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
- 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

#### C. <u>COMPENSATION</u>:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

#### D. **TERMINATION**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

#### E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

District of Residence: South Country CSD, 189 Dunton Avenue,
East Patchogue, NY 11772

District of Location: Middle Country CSD, 25 N. Bicycle Path, Suite A Selden, NY 11784

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

South Country CSD	Middle Country CSD	
By:	_	
President, Board of Education	By:	
	President, Board of Education	
Date		
	Date	

### **CONFIDENTIAL SCHEDULE "A"**

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name and Address of Student	Date of Birth
Reff. dist = 1	





### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

March 7, 2012

**OFFICE OF ORIGIN:** 

**Student Support Services** 

**DATE MATERIAL SUBMITTED:** February 15, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Riverhead Central School District

#### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Riverhead Central School District* for the 2011-2012 school year at the rates set forth below:

\$7,500 per student (approximate) 2 students

#### **BACKGROUND RATIONALE:**

A student parentally placed in a private / parochial school (McGann-Mercy HS) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change

## SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this day of, 2012 by and between the Board of Education of the
South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal
place of business for the purpose of this Agreement at 189 North Dunton Avenue, East Patchogue, NY
11772, and the Board of Education of the Riverhead Central School District (hereinafter the "DISTRICT OF
LOCATION"), having its principal place of business for the purpose of this Agreement at 700 Osborn Avenue,
Riverhead, NY 11901.

#### WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from July 1, 2011 through June 30, 2012 inclusive, unless terminated earlier as provided for in this Agreement.

### B. **SERVICES AND RESPONSIBILITIES:**

- 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
  - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
- 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

### C. **COMPENSATION:**

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

#### D. <u>TERMINATION</u>.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

#### E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

#### To DISTRICT OF RESIDENCE:

Alan S. Phillips, Assistant Superintendent for Business South Country Central School District 189 North Dunton Avenue East Patchogue, NY 11772

#### To DISTRICT OF LOCATION:

Sam M. Schneider, Asst. Supt. for Finance & Operations Riverhead Central School District 700 Osborn Avenue Riverhead, NY 11901

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

Page 2

- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

### DISTRICT OF LOCATION

	RIVERHEAD CENTRAL SCHOOL DISTRICT
Date: 2/24/12	By: Clean Classe ANN COTTEN-DEGRASSE, PRESIDENT, BOARD OF EDUCATION
Date: '/36/13	By: MANCY CARNEY, SUPERINTENDENT OF SCHOOLS
DISTRICT OF RESI	
	SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
Date:	By:PRESIDENT, BOARD OF EDUCATION
Date:	By:SUPERINTENDENT OF SCHOOLS

# CONFIDENTIAL SCHEDULE "A"

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name and Address of Student	Date of Birth	Parochial School Attending
Student		McGann-Mercy High School
Student		McCom M
B		McGann-Mercy High School

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

March 7, 2012

**OFFICE OF ORIGIN:** 

**Student Support Services** 

DATE MATERIAL SUBMITTED: February 21, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: East Islip Union Free School District

### STAFF RECOMMENDATION:

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *East Islip Union Free School District* for the 2011-2012 school year at the rates set forth below:

\$500 per student (approximate) 2 students

### **BACKGROUND RATIONALE:**

A student parentally placed in a private / parochial school (St. Mary's School) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change



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### SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 3rd day of February, 2012 by and between the Board of Education of the East Islip Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Craig B. Gariepy Avenue, Islip Terrace, New York, 11752 and the Board of Education of the South Country Central School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York, 11772.

### WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from September 6, 2011 through June 30, 2012 inclusive, unless terminated earlier as provided for in this Agreement.

### B. <u>SERVICES AND RESPONSIBILITIES:</u>

- 1. The DISTRICT OF LOCATION shall develop individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
  - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

### C. **COMPENSATION**:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to the Agreement and the IESP attached as Schedule "B" in accordance with the Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

### D. <u>TERMINATION</u>

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school district governing the provision of special education services pursuant to Education Law 3602-c.

### E. <u>MISCELLANEOUS</u>

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF RESIDENCE: 189 Dunton Avenue, East Patchogue, NY 11772

To DISTRICT OF LOCATION:
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or

obligations other than those imposed or provided by Federal or State law or regulation.

- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE	DISTRICT OF LOCATION
By:	By: Glenn Reed
President Board of Education	President Board of Education
South Country Central School District	East Islip Union Free School District
Date:	Date: $2/3/2$

### SCHEDULE "A"

# SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Date of Birth

7.4

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING:

March 7, 2012

**OFFICE OF ORIGIN:** 

**Student Support Services** 

DATE MATERIAL SUBMITTED: February 21, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Sayville Union Free School District

### **STAFF RECOMMENDATION:**

**RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the service provider contract with *Sayville Union Free School District* for the 2010-2011 school year at the rates set forth below:

\$988.46 per student 1 student

### **BACKGROUND RATIONALE:**

A student parentally placed in a private / parochial school (Prince of Peace) outside of the SCCSD boundaries, receiving Special Education services.

Not an official record; subject to change



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### SPECIAL EDUCATION SERVICES CONTRACT

The Agreement is entered into this day of	, <b>201</b> by
and between the Board of Education of the South Country	y Central SD (hereinafter the
"DISTRICT OF RESIDENCE"), having its principal pla	ce of business for the purpose
of this Agreement at 189 Dunton Avenue East Patchogue,	NY 11772, and the Board of
Education of the Sayville Union Free School District (her	einafter the "DISTRICT OF
LOCATION"), having its principal place of business for the	he purpose of this Agreement
at 99 Greeley Avenue, Sayville, NY 11782.	

### WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

**NOW, THEREFORE,** the parties mutually agree as follows:

A. TERM: The term of this Agreement shall be from July 1, 2010 through June 30, 2011 inclusive, unless terminated earlier as provided for in this Agreement.

### **B.** SERVICES AND RESPONSIBILITIES:

- 1. The **DISTRICT OF LOCATION** shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B."
  - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the **DISTRICT OF RESIDENCE**. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the **DISTRICT OF RESIDENCE** shall be adjusted accordingly.

 The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules, and regulations.

### C. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the **DISTRICT OF RESIDENCE** and the **DISTRICT OF LOCATION** to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these Statutes and Regulations may define the maximum costs that may be charged hereunder.

The **DISTRICT OF LOCATION** shall be entitled to bill the **DISTRICT OF RESIDENCE** for the services provided the students listed in Schedule "A," pursuant to this Agreement, and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the **DISTRICT OF LOCATION** shall be made by submission of a detailed, written invoice to the **DISTRICT OF RESIDENCE** which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The **DISTRICT OF RESIDENCE** shall pay the **DISTRICT OF LOCATION** within forty-five (45) business days of receipt of each invoice by the **DISTRICT OF RESIDENCE**, unless the **DISTRICT OF RESIDENCE** sends the **DISTRICT OF LOCATION** a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

### D. <u>TERMINATION</u>:

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the **DISTRICT OF RESIDENCE** entitled to special education services from the **DISTRICT OF LOCATION**, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

### E. <u>MISCELLANEOUS</u>:

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

### TO DISTRICT OF RESIDENCE:

South Country Central SD 189 Dunton Avenue East Patchogue, NY 11772

### TO DISTRICT OF LOCATION:

Ms. Mary Bohleber Coordinator of Special Education Sayville Public Schools 99 Greeley Avenue Sayville, NY 11782

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason be declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

- 7. Except for Schedules "A" and "B," this Agreement may not be changed orally, but only by an Agreement in writing signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE	DISTRICT OF LOCATION
South Country Central SD 189 Dunton Avenue	Sayville Public Schools 99 Greeley Avenue
East Patchogue, NY 11772	Sayville, NY 11782
By: President, Board of Education	By: Raymond J. Nelson, President
School District	Board of Education
	Sayville Public Schools
Date	Date

# **CONFIDENTIAL SCHEDULE "A"**

Student(s) to whom services shall be provided pursuant to the Agreement:

Name and Address of Student	Date of Birth

# CONFIDENTIAL

### BOARD OF EDUCATION SAYVILLE UNION FREE SCHOOL DISTRICT 99 GREELEY AVENUE SAYVILLE, NEW YORK 11782 (631) 244-6530

**Invoice No: 2777** 

**Date:** 2/1/12

South Country Central School District 189 Dunton Avenue East Patchogue, NY 11772

Attn: Alan Phillips

DATE	DESCRIPTION	AMOUNT
	2010-2011 Cost of determining whether Special Education Services are to be provided to Parentally –Placed Nonresident Student, attending Prince of Peace in the Sayville School District.  Breakdown of Costs:  Committee Meeting \$289.69 Evaluations \$698.77	FEB 2012 STUDENT SUPPORT SERVICES SERVICES
	TOTAL	

MAKE CHECKS PAYABLE TO: SAYVILLE PUBLIC SCHOOLS

AND SEND TO: BUSINESS OFFICE SAYVILLE UNION FREE SCHOOL DISTRICT 99 GREELEY AVENUE SAYVILLE, NY 11782

# South Country Central School District



### BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

TWELFIEL THE PLANT OF THE PARTY.

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

**TITLE: ACLD Federal Part B Flow-Through Allocations** 

### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with ACLD. ACLD provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION
PRESIDENT
Victor Correa

VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

ACLD 1428 Fifth Avenue BayShore, New York 11706

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	<u>Sum</u>
611	I-ma -incelta? In termenta 1	\$1,353.00	\$1,353.00
619		616.00	616.00
		TOTAL:	\$1,969.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

# CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1<sup>st</sup> day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), ACLD (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of December 1, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

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President, Board of Education	President, Board of Education
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2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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NYSARC, Inc.	1	1,353.00	1,353.00	0	\$616.00	00:00
Riverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	0.00
Suffolk Country (RSO)	8	1,353.00	10,824.00	8	\$616.00	4,928.00
Palsy	1	1,353.00	1,353.00	0	\$616.00	0.00
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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Alternative for Children, Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Alternative for Children. Alternative for Children provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

VICE PRESIDENT
Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

ADMINISTRATIVE OFFICES

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillins

Alan Phillips (631) 730-1520

Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Marie E. Ficano, Ed.D., Executive Director Alternative for Children 14 Research Way Setauket, New York 11733

Dear Dr. Ficano: Search and the sear

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	sali roc <mark>Sum</mark> r, dia 4.108	
611	(leable of all throller and	\$1,353.00	\$1,353.00	
619	ormanica 1 mai na casa	616.00	616.00	
		TOTAL:	\$1,969.00	

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Alternative for Children (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of December 1, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-12</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-12</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Alternative for Children (ASEP)
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President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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ces Only         1         451.00         6,765.00         5         \$616.00           ces Only         1         451.00         1         \$205.00           ces Only         1         451.00         1         \$616.00           ces Only         0         451.00         0         \$205.00           ces Only         1         1,353.00         2,706.00         0         \$616.00           ces Only         1         451.00         1         \$616.00           ces Only         2         1,353.00         2,706.00         0         \$616.00           ces Only         2         1,353.00         2,706.00         2         \$616.00           ces Only         0         451         902.00         2         \$616.00           ces Only         0         451         2,706.00         0         \$616.00           ces Only         0         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00	Related Services Only	1	451.00	451.00		\$205.00	205.00
ces Only         1         451         451.00         1         \$205.00           Ces Only         1         1,353.00         1,353.00         1         \$616.00           Ces Only         0         451         0.00         0         \$205.00           Ces Only         1         1,353.00         2,706.00         0         \$616.00           Ces Only         1         451.00         1         \$616.00           Ces Only         1         451.00         1         \$616.00           Ces Only         2         1,353.00         2,706.00         0         \$616.00           Ces Only         2         1,353.00         2,706.00         0         \$616.00           Ces Only         0         451         0.00         0         \$616.00           Dose Only         0         451         0.00         0         \$616.00           Ses Only         0         451         2,706.00         0         \$616.00           Dose Only         6         451         2,706.00         0         \$616.00           Ses Only         6         451         2,706.00         0         \$616.00           Ses Only         6         1	Just Kids Preschool	5	1,353.00	6,765.00	5	\$616.00	3,080.00
ces Only 0 451 0.00 0 \$616.00   ces Only 0 451 0.00 0 \$816.00   2 1,353.00 2,706.00 0 \$616.00   ces Only 1 451 451.00 1 \$616.00   ces Only 2 1,353.00 2,706.00 0 \$616.00   ces Only 2 451 802.00 0 \$616.00   ces Only 2 451 2,706.00 0 \$616.00   ces Only 6 451 2,706.00 0 \$616.00   ces Only 6 451 2,706.00 0 \$616.00   ces Only 7 1,353.00 1,353.00 0 \$616.00   ces Only 6 1,353.00 1,353.00 0 \$616.00   ces Only 6 1,353.00 1,353.00 1,353.00 1 \$616.00   ces Only 7 1,353.00 1,353.00 1 \$616.00   ces Only 8 1,353.00 1,353.00 1 \$616.00   ces Only 6 1,353.00 1,353.00 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 \$616.00   ces Only 6 1,353.00 1,353.00 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 6 1,353.00 1,353.00 1 1 \$616.00   ces Only 6 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 8 1,353.00 1,353.00 1 1 \$616.00   ces Only 6 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,353.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,363.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,363.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,363.00 1,363.00 1 1 \$616.00   ces Only 7 1 1,363.00 1 1,363.00 1 1	Related Services Only		451	451.00		\$205.00	205.00
ces Only 0 451 0.00 0 \$205.00  2 1,353.00 2,706.00 0 \$616.00  ces Only 1 451 451.00 1 \$616.00  ces Only 2 1,353.00 2,706.00 0 \$616.00  ces Only 2 451 451.00 1 \$616.00  ces Only 2 451 902.00 5 \$616.00  ces Only 0 451 0.00 0 \$616.00  ces Only 6 451 0.00 0 \$616.00  ces Only 6 451 2,706.00 6 \$616.00  ces Only 6 451 2,706.00 6 \$616.00  DCAR) 1 1,353.00 1,353.00 0 \$616.00  ces Only 6 1,353.00 1,353.00 0 \$616.00  DCAR) 1 1,353.00 1,353.00 0 \$616.00  ces Only 6 1,353.00 1,353.00 0 \$616.00  ces Only 6 1,353.00 1,353.00 1,353.00 1 \$616.00  ces Only 6 1,353.00 1,353.00 1,353.00 1 \$616.00  ces Only 6 1,353.00 1,353.00 1 \$616.00  ces Only 7 1,353.00 1,353.00 1 \$616.00	Kidz Therapy Services, LLC	ı	1,353.00	1,353.00		\$616.00	616.00
ces Only         1         1,353.00         2,706.00         0         \$616.00           ces Only         1         451         451.00         1         \$616.00           ces Only         1         451         451.00         1         \$616.00           ces Only         2         1,353.00         2,706.00         0         \$616.00           ces Only         2         451         902.00         2         \$616.00           ces Only         2         1,353.00         2,706.00         0         \$616.00           ces Only         0         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           bi         1         1,353.00         1,353.00         0         \$616.00           B         1,353.00         1,353.00         1,353.00         1         \$616.00           B         1,353.00         1,353.00         1         \$616.00           B         <	Related Services Only	0	451	00.0	0	\$205.00	0.00
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ces Only         1         451         451.00         1         \$205.00           ces Only         2         1,353.00         2,706.00         0         \$616.00           ces Only         2         451         902.00         2         \$616.00           ces Only         2         1,353.00         2,706.00         2         \$616.00           ces Only         0         451         0.00         0         \$205.00           oes Only         6         451         2,706.00         6         \$205.00           oes Only         6         451         2,706.00         6         \$205.00           oes Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         0         \$616.00           DCAR         1         1,353.00         1,353.00         0         \$616.00           DCAR         4         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1	Aarion K. Salomon	200	1,353.00	1,353.00		\$616.00	616.00
2         1,353.00         2,706.00         0         \$616.00           ces Only         2         451         902.00         2         \$616.00           ces Only         2         451         902.00         2         \$616.00           ces Only         0         451         2,706.00         0         \$205.00           oes Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         6         \$616.00           ces Only         6         451         2,706.00         6         \$616.00           ces Only         6         451         2,706.00         6         \$616.00           DCAR         1         1,353.00         1,353.00         1,353.00         1,353.00         1         \$616.00           DCAR         4         1,353.00         1,353.00         1,353.00         1         \$616.00           3/COST         81         6         6         \$616.00         \$616.00           98/769.00         6         \$616.00         \$616.00         \$616.00	Related Services Only		451	451.00	1	\$205.00	205.00
ces Only         5         1,353.00         6,765.00         5         \$616.00           ces Only         2         451         902.00         2         \$205.00           ces Only         0         451         0.00         0         \$205.00           ses Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         6         \$616.00           Ces Only         6         451         2,706.00         0         \$616.00           DCAR         1         1,353.00         1,353.00         0         \$616.00           DCAR         4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           3/COST         81         6         6         \$616.00           98,769.00         6         \$616.00         \$616.00	Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
ces Only         2         451         902.00         2         \$205.00           ces Only         2         1,353.00         2,706.00         2         \$616.00           ces Only         0         451         0.00         0         \$205.00           oes Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         0         \$616.00           ces Only         6         451         2,706.00         0         \$616.00           ces Only         6         451.353.00         1,353.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         1         \$616.00           3/COST         81         98,769.00         65         65         66	Netro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
ces Only         2         1,353.00         2,706.00         2         \$616.00           ces Only         0         451         0.00         0         \$205.00           ces Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         0         \$616.00           2         1,353.00         1,353.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         1,353.00         1         \$616.00           3/COST         81         1,353.00         1,353.00         1,353.00         1         \$616.00           98,769.00         65         81         8616.00         1         \$616.00	Related Services Only	2	451	902.00	2	\$205.00	410.00
ces Only         0         451         0.00         0         \$205.00           ol         23         1,353.00         31,119.00         23         \$616.00           ces Only         6         451         2,706.00         6         \$205.00           ces Only         6         451         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         1         \$616.00           3/COST         81         98,769.00         65         8616.00	Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
ces Only         6         451         2,706.00         6         \$616.00           ces Only         6         451         2,706.00         6         \$205.00           2         1,353.00         2,706.00         0         \$616.00           8         1,353.00         2,706.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         0         \$616.00           DCAR)         4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1,353.00         1         \$616.00           3/COST         81         98,769.00         65         \$616.00	Related Services Only	0	451	0.00	0	\$205.00	00.0
ces Only         6         451         2,706.00         6         \$205.00           1         1,353.00         1,353.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           8         1,353.00         10,824.00         8         \$616.00           DCAR)         4         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           3/COST         81         98,769.00         65	lew Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
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8     1,353.00     10,824.00     8     \$616.00       DCAR)     4     1,353.00     1,353.00     0     \$616.00       DCAR)     4     1,353.00     5,412.00     0     \$616.00       1     1,353.00     1,353.00     1     \$616.00       3/COST     81     98,769.00     65     \$616.00	Riverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	0.00
DCAR) 4 1,353.00 1,353.00 0 \$616.00    DCAR) 4 1,353.00 5,412.00 0 \$616.00    1 1,353.00 1,353.00 1 \$616.00    1 1,353.00 1,353.00 1 \$616.00    3/COST 81 98,769.00 65	suffolk Country (RSO)	8	1,353.00	10,824.00	8	\$616.00	4,928.00
DCAR) 4 1,353.00 5,412.00 0 \$616.00   1,353.00 1	United Cerebral Palsy		1,353.00	1,353.00	0	\$616.00	0.00
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JDENTS/COST         1         1,353.00         1,353.00         1         \$616.00           JDENTS/COST         81         98,769.00         65	ееway	1	1,353.00	1,353.00		\$616.00	616.00
81 98,769.00 65	lew York Therapy		1,353.00	1,353.00		\$616.00	616.00
	TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Bilinguals, Inc., Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Bilinguals, Inc. Bilinguals, Inc. provides the District with special education services.

**BACKGROUND RATIONALE:** 

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Bilinguals 33 Walt Whitman Rd., Suite 300 B Huntington Station, New York 11746

To Whom It May Concern:

I am writing to inform you that we have received and processed your 611 and 619 vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	<u>Sum</u>
611	1	\$1,353.00	\$ 1,353.00
611 Related Svcs. Only	1	451.00	451.00
619	1	616.00	616.00
619 Related Svcs. Only	1	205.00	205.00
	TOTAL:		\$ 2,625.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

# CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Bilinguals, Inc. (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-12 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-12</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-12</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Bilinguals (ASEP)
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

services Only         1         1,353.00         2,706.00         8616.00           ervices Only         1         4,51         902.00         2         \$616.00           ervices Only         2         1,353.00         2,706.00         0	CIKAMO	INDOO LE	611 COUNTELL AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
lated Services Only 0 451 0.00 0 5205.00	Alternative for Children	1	1,353.00	1,353.00		\$616.00	616.00
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5	Cleary School For the Deaf	2	1,353.00	2,706.00	0	\$616.00	0.0
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Nated Services Only   1	Just Kids Preschool	5	1,353.00	6,765.00	S.	\$616.00	3,080.00
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tisted Services Only         0         451         0.00         0         \$205.00           Its         2         1,353.00         2,706.00         0         \$618.00           Ion         1         1,353.00         1,353.00         1         \$618.00           Ion         451         451.00         1         \$618.00           Ier of Hope         2         1,353.00         2,706.00         0         \$616.00           Inc.         5         1,353.00         2,706.00         2         \$616.00           Inc.         5         1,353.00         2,706.00         2         \$616.00           Inc.         5         1,353.00         2,706.00         0         \$205.00           Interest Services Only         0         451         0.00         0         \$205.00           Interest Services Only         6         451         2,706.00         0         \$616.00           Interest School         2         1,353.00         1,353.00         0         \$616.00           Rer School         2         1,353.00         1,353.00         0         \$616.00           Rer School         2         1,353.00         1,353.00         1         \$616.00 </td <td>Kidz Therapy Services, LLC</td> <td></td> <td>1,353.00</td> <td>1,353.00</td> <td></td> <td>\$616.00</td> <td>616.00</td>	Kidz Therapy Services, LLC		1,353.00	1,353.00		\$616.00	616.00
ts         2         1,353.00         2,706.00         0         \$616.00           non         1         1,353.00         1,353.00         1         \$616.00           let of Hope         2         1,353.00         2,706.00         0         \$616.00           nc.         5         1,353.00         2,706.00         0         \$616.00           nc.         5         1,353.00         2,706.00         2         \$616.00           lated Services Only         2         1,353.00         2,706.00         2         \$616.00           lated Services Only         0         451         902.00         2         \$616.00           lated Services Only         0         451         2,706.00         2         \$616.00           lated Services Only         6         451         2,706.00         2         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           let et School         2         1,353.00         1,353.00         0         \$616.00           Res SEDCAR)         4         1,353.00         1,353.00         0         \$616.00           Palsy         1         1,353.00         1,353.00 <td>Related Services Only</td> <td>0</td> <td>451</td> <td>00.00</td> <td>0</td> <td>\$205.00</td> <td>0.00</td>	Related Services Only	0	451	00.00	0	\$205.00	0.00
ter of Hope         1         451         451.00         1         \$616.00           let of Hope         2         1,353.00         2,706.00         0         \$616.00           nc.         5         1,353.00         2,706.00         5         \$616.00           nc.         5         1,353.00         2,706.00         2         \$616.00           nc.         5         1,353.00         2,706.00         2         \$616.00           spy         2         1,353.00         2,706.00         2         \$616.00           spy         2         1,353.00         2,706.00         0         \$616.00           spy         2         1,353.00         2,706.00         0         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           er School         2         1,353.00         1,353.00         0         \$616.00           Re School         3         1,353.00         1,353.00         0 <t< td=""><td></td><td>2</td><td>1,353.00</td><td>2,706.00</td><td>0</td><td>\$616.00</td><td>0.00</td></t<>		2	1,353.00	2,706.00	0	\$616.00	0.00
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nc.         5         1,353.00         6,765.00         5         \$616.00           lated Services Only         2         451         902.00         2         \$205.00           apy         2         1,353.00         2,706.00         2         \$616.00           lated Services Only         0         451         0.00         0         \$616.00           lated Services Only         6         451         2,706.00         6         \$205.00           lated Services Only         6         451         2,706.00         0         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           lated Services Only         6         451         2,706.00         0         \$616.00           er School         2         1,353.00         2,706.00         0         \$616.00           RSO)         8         1,353.00         1,353.00         1,353.00         0         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         8         1,353.00         <		2	1,353.00	2,706.00	0	\$616.00	00.00
lated Services Only 2 1,353.00 2,706.00 2 \$505.00 appy 2 1,353.00 2,706.00 2 \$616.00 lated Services Only 0 451 0.00 0 0 \$205.00 linary School 23 1,353.00 31,119.00 23 \$616.00 lated Services Only 6 451 2,706.00 6 \$5205.00 lated Services Only 6 451 2,706.00 0 \$616.00 let School 2 1,353.00 1,353.00 0 \$616.00 let School 2 1,353.00 1,353.00 0 \$616.00 lidren with 1 1,353.00 1,353.00 1 1,353.00 1,353.00 1 1,353.00 1 1,353.00 1,353.00 1 1,353.00 1,353.00 1 1,353.00 1,353.00 1 1,353.00 1,353.00 1,353.00 1,353.00 1,353.00 1 1,353.00 1,353.00 1 1 \$616.00 lidren with 1 1,353.00 1,363.00 1 1 \$616.00 lidren with 1 1,353.00 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 1 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 lidren with 1 1,363.00 1 1 \$616.00 lidren with 1 1,363.00 l	Aetro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
apy         2         1,353.00         2,706.00         2         \$616.00           lated Services Only inary School         23         1,353.00         31,119.00         0         \$516.00           lated Services Only inary School         23         4,51         2,706.00         6         \$205.00           lated Services Only inary School         1         1,353.00         1,353.00         0         \$616.00           er School         2         1,353.00         2,706.00         0         \$616.00           RSO)         8         1,353.00         10,824.00         8         \$616.00           Palsy         1         1,353.00         1,353.00         1,353.00         1         \$616.00           A (see SEDCAR)         4         1,353.00         1,353.00         1         \$616.00           A (see SEDCAR)         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         8,769.00         65         1         8616.00	Related Services Only	2	451	902.00	2	\$205.00	410.00
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inary School         23         1,353.00         31,119.00         23         \$616.00           lated Services Only         6         451         2,706.00         6         \$205.00           er School         2         1,353.00         1,353.00         0         \$616.00           er School         2         1,353.00         2,706.00         0         \$616.00           RSO)         8         1,353.00         1,353.00         0         \$616.00           A (see SEDCAR)         4         1,353.00         1,353.00         1         \$616.00           Palsy         1         1,353.00         1,353.00         1         \$616.00           Palsy         1         1,353.00         1,353.00         1         \$616.00           Palsy         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         8,769.00         65         8	Related Services Only	0	451	0.00	0	\$205.00	00.0
lated Services Only         6         451         2,706.00         6         \$205.00           er School         2         1,353.00         2,706.00         0         \$616.00           (RSO)         8         1,353.00         10,824.00         8         \$616.00           Palsy         1         1,353.00         1,353.00         0         \$616.00           3A (see SEDCAR)         4         1,353.00         1,353.00         1         \$616.00           nildren with         1         1,353.00         1,353.00         1         \$616.00           py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         88,769.00         65         8		23	1,353.00	31,119.00	23	\$616.00	14,168.00
er School         1         1,353.00         1,353.00         0         \$616.00           (RSO)         2         1,353.00         2,706.00         0         \$616.00           Palsy         1         1,353.00         10,824.00         8         \$616.00           A (see SEDCAR)         4         1,353.00         1,353.00         0         \$616.00           A (see SEDCAR)         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         98,769.00         65         8616.00	न	9	451	2,706.00	9	\$205.00	1,230.00
Ler School         2         1,353.00         2,706.00         0         \$616.00           (RSO)         8         1,353.00         10,824.00         8         \$616.00           Palsy         1         1,353.00         1,353.00         0         \$616.00           A (see SEDCAR)         4         1,353.00         1,353.00         1         \$616.00           Inidren with         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         88,769.00         65         8	YSARC, Inc.		1,353.00	1,353.00	0	\$616.00	00.00
(RSO)         8         1,353.00         10,824.00         8         \$616.00           Palsy         1         1,353.00         1,353.00         0         \$616.00           SA (see SEDCAR)         4         1,353.00         5,412.00         0         \$616.00           Inildren with         1         1,353.00         1,353.00         1         \$616.00           Py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         98,769.00         65         \$616.00	Siverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	00.00
Palsy 1 1,353.00 1,353.00 0 \$616.00   1,353.		80	1,353.00	10,824.00	8	\$616.00	4,928.00
3A (see SEDCAR)       4       1,353.00       5,412.00       0       \$616.00         nildren with       1       1,353.00       1,353.00       1       \$616.00         py       1       1,353.00       1,353.00       1       \$616.00         TUDENTS/COST       81       98,769.00       65       \$616.00	United Cerebral Palsy	-	1,353.00	1,353.00	0	\$616.00	0.00
nildren with     1     1,353.00     1,353.00     1     \$616.00       Py     1     1,353.00     1,353.00     1     \$616.00       TUDENTS/COST     81     98,769.00     65     \$616.00	OOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
py         1         1,353.00         1,353.00         1         \$616.00           TUDENTS/COST         81         1,353.00         65         8616.00	ICLD Adults -Children with		1,353.00	1,353.00		\$616.00	616.00
py 1,353.00 1,353.00 1 \$616.00 TUDENTS/COST 81 98,769.00 65	eeway	1	1,353.00	1,353.00		\$616.00	616.00
TUDENTS/COST 81 98,769.00 65	Vew York Therapy		1,353.00	1,353.00		\$616.00	616.00
	TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00
				MILL THE SET	THE RESERVE		STATE STATE

# Capital States of States between

# South Country Central School District



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Cleary School for the Deaf, Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Cleary School for the Deaf. Cleary School for the Deaf provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Ms. Florentina Pannacchione, Director of Finance
Cleary School for the Deaf
301 Smithtown Blvd.
Nesconset, New York 11767-2077

Dear Ms. Pannacchione,

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	<u>Per Pupil</u>	<u>Sum</u>
611	2	\$1,353.00	\$2,706.00
		TOTAL:	\$2,706.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

# CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Cleary School for the Deaf (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-12 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-12</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-12</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Cleary School for the Deaf (ASEP)
Ву:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children Related Services Only	1			The state of the s		
Related Services Only	Part Section	1,353.00	1,353.00		\$616.00	616.00
ı	0	451	00'0	0	\$205.00	00.0
Bilinguals	1	1,353.00	1,353.00		\$616.00	616.00
	1	451	451.00		\$205.00	205.00
ary Schoc	2	1,353.00	2,706.00	0	\$616.00	0.00
IQQ	5	1,353.00	6,765.00	ဗ	\$616.00	1,848.00
Related Services Only		451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	2	\$616.00	3.080.00
Related Services Only		451	451.00		\$205.00	205.00
Kidz Therapy Services, LLC		1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	00.00
Madonna Heights	2	1,353.00	2,706.00	0	\$616.00	00.00
Marion K. Salomon		1,353.00	1,353.00		\$616.00	616.00
Related Services Only		451	451.00		\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
Metro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.		1,353.00	1,353.00	0	\$616.00	00.0
	2	1,353.00	2,706.00	0	\$616.00	0.00
Suffolk Country (RSO)	8	1,353.00	10,824.00	8	\$616.00	4,928.00
	1,	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with	1	1,353.00	1,353.00		\$616.00	616.00
eeway		1,353.00	1,353.00		\$616.00	616.00
New York Therapy		1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST	18		98,769.00	65		\$35,108.00
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# South Country Central School District



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Developmental Disabilities Institute, Inc., Federal Part B Flow-Through

Allocations

#### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Developmental Disabilities Institute, Inc. (DDI). DDI, Inc. provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

#### **ADMINISTRATIVE OFFICES**

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips

> Business Administrator Charles Delargy (631)730-1520

(631) 730-1520

February 27, 2012

Ms. Ann Marie Roza, CFO Developmental Disabilities Institute, Inc. 90 Air Park Drive Ronkonkoma, New York 11779

Dear Ms. Roza:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	<u>Sum</u>
611	5	\$1,353.00	\$ 6,765.00
611 Related Svcs. Only	nami <sup>1</sup> ope shitting	451.00	451.00
619 h 195 mar no 1960 no 14	tan <b>3</b> 46an tan t	616.00	1,848.00
619 Related Svcs. Only	1	205.00	205.00
	TOTAL:		\$ 9,269.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office Enclosures

#### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Developmental Disabilities Institute, Inc. (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2011-2012 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-2012 school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Developmental Disabilities Institute, Inc. (ASEP)
cut at inserving confiners is also	
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children Related Services Only 0 Bilinguals 1 Related Services Only 1 Cleary School For the Deaf 2 DDI Related Services Only 1 Just Kids Preschool 5 Related Services Only 1	1,353.00	1,353.00		\$616.00	616.00
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or the Deaf ated Services Only ated Services Only nool	104	00.0	0	\$205.00	00.00
or the Deaf or the Deaf ated Services Only nool	1,353.00	1,353.00		\$616.00	616.00
or the Deaf ated Services Only nool lated Services Only	451	451.00		\$205.00	205.00
ated Services Only nool lated Services Only	1,353.00	2,706.00	0	\$616.00	0.00
ated Services Only nool lated Services Only	1,353.00	6,765.00	3	\$616.00	1,848.00
nool lated Services Only	451.00	451.00		\$205.00	205.00
lated Services	1,353.00	6,765.00	Ω	\$616.00	3,080.00
	451	451.00		\$205.00	205.00
Kidz Therapy Services, LLC	1,353.00	1,353.00		\$616.00	616.00
Related Services Only 0	451	00:00	0	\$205.00	0.00
Madonna Heights	1,353.00	2,706.00	0	\$616.00	00.00
Marion K. Salomon 1	1,353.00	1,353.00	Language Control	\$616.00	616.00
Related Services Only 1	451	451.00		\$205.00	205.00
Maryhaven Center of Hope	1,353.00	2,706.00	0	\$616.00	0.00
Metro Therapy Inc.	1,353.00	6,765.00	S	\$616.00	3,080.00
Related Services Only 2	451	902.00	2	\$205.00	410.00
Mid Island Therapy 2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only 0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School 23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only 6	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.	1,353.00	1,353.00	0	\$616.00	00.0
Riverhead Charter School 2	1,353.00	2,706.00	0	\$616.00	0.00
	1,353.00	10,824.00	æ	\$616.00	4,928.00
United Cerebral Palsy 1	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR) 4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with 1	1,353.00	1,353.00		\$616.00	616.00
Leeway 1	1,353.00	1,353.00		\$616.00	616.00
New York Therapy	1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST 81		98,769.00	65		\$35,108.00
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# South Country Central School District



#### BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: DoR P-PP at Victory Christian Academy Federal Part B Flow-Through

Allocations

#### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with DoR P-PP at Victory Christian Academy. DoR P-PP at Victory Christian Academy provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

DoR P-PP at Victory Christian Academy 1345 Montauk Highway East Patchogue, New York 11772

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

<u>Section</u>	# of Students	Per Pupil	<u>Sum</u>
611	i phonos <b>4</b> monochra	\$1,353.00	\$5,412.00
		TOTAL:	\$5,412.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

#### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and DoR P-PP at Victory Christian Academy (see SEDCAR) (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
    - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
    - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2011-2012 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-2012 school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	DoR P-PP at Victory Christian Academy (see SEDCAR) (ASEP)
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children  Related Services Only  Bilinguals  Related Services Only  Cleary School For the Deaf		1 353 00	. 0000			
Related Services Only Related Services Only For the Deaf		30.000	1,353.00		\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Related Services Only	1	1,353.00	1,353.00		\$616.00	616.00
For the Deaf	1	451	451.00		\$205.00	205.00
ary control of the Deal	2	1,353.00	2,706.00	0	\$616.00	00.00
	5	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only		451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	5	\$616.00	3,080.00
es Only		451	451.00		\$205.00	205.00
		1,353.00	1,353.00		\$616.00	616.00
slated Services Only	0	451	0.00	0	\$205.00	0.00
ıts	2 1	1,353.00	2,706.00	0	\$616.00	00.0
non	1	1,353.00	1,353.00		\$616.00	616.00
ces Only		451	451.00		\$205.00	205.00
iter of Hope	2 1	1,353.00	2,706.00	0	\$616.00	0.00
	5	,353.00	6,765.00	5	\$616.00	3,080.00
ed Services Only	2	451	902.00	2	\$205.00	410.00
	2 1	,353.00	2,706.00	2	\$616.00	1,232.00
slated Services Only	0	451	0.00	0	\$205.00	0.00
	23 1	,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.		,353.00	1,353.00	0	\$616.00	0.00
		1,353.00	2,706.00	0	\$616.00	0.00
Suffolk Country (RSO) 8		,353.00	10,824.00	8	\$616.00	4,928.00
		,353.00	1,353.00	0	\$616.00	00.0
DOR P-PP at VCA (see SEDCAR) 4		,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with		1,353.00	1,353.00		\$616.00	616.00
Leeway		,353.00	1,353.00		\$616.00	616.00
New York Therapy		,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST 81			98,769.00	65		\$35,108.00
			41 - H			

# South Country Central School District



#### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Just Kids Preschool, Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Just Kids Preschool. Just Kids provides the District with special education services.

## BACKGROUND RATIONALE:

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Just Kids Preschool P.O. Box 12 Longwood Road Middle Island, New York 11953

To Whom It May Concern:

I am writing to inform you that we have received and processed your 611 and 619 vouchers. You will be receiving the following:

<u>Section</u>	# of Students	Per Pupil	<u>Sum</u>
611	5	\$1,353.00	\$ 6,765.00
611 Related Svcs. Only	1	451.00	451.00
619	5	616.00	3,080.00
619 Related Svcs. Only	1	205.00	205.00
	TOTAL:		\$10,501.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

#### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Just Kids Preschool (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2009.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Just Kids Preschool (ASEP)
By: The transfer of the second to the second	By:
President, Board of Education	President, Board of Education

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2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children Related Services Only			A PERSONAL PROPERTY.			アコー・ラー
Related Services Only	1	1,353.00	1,353.00		\$616.00	
	0	451	00.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	1	451	451.00		\$205.00	205.00
Cleary School For the Deaf	2	1,353.00	2,706.00	0	\$616.00	0.00
IOO	5	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only	1	451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only		451	451.00		\$205.00	205.00
Kidz Therapy Services, LLC	-	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	00.0	0	\$205.00	0.00
Madonna Heights	2	1,353.00	2,706.00	0	\$616.00	0.00
Marion K. Salomon	-	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	-	451	451.00		\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
Metro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	5	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.	81 11 15	1,353.00	1,353.00	0	\$616.00	0.00
Riverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	0.00
Suffolk Country (RSO)	ھ	1,353.00	10,824.00	8	\$616.00	4,928.00
Jnited Cerebral Palsy		1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with	-	1,353.00	1,353.00		\$616.00	616.00
eeway	-	1,353.00	1,353.00		\$616.00	616.00
New York Therapy		1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Kidz Therapy Services LLC., Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Kidz Therapy Services, LLC.. Kidz Therapy Services provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
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(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Kidz Therapy Services, LLC 300 Garden City Plaza, Suite 350 Garden City, New York 11530

To Whom It May Concern:

I am writing to inform you that we have received and processed your 611 and 619 vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	<u>Sum</u>
611	1	\$1,353.00	\$ 1,353.00
619	1	616.00	616.00
		TOTAL:	\$ 1,969.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Kidz Therapy Services, LLC (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
    - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
    - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2011-2012 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-2012 school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Kids Therapy Services, LLC (ASEP)
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By:President, Board of Education	By:President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children	GRAMS	11 COUNT	611 COUNTIEST AID/PUPIL	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
0         461         0.00         0         \$205.00           1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           5         1,353.00         2,706.00         0         \$616.00           5         1,353.00         6,765.00         3         \$616.00           1         451.00         451.00         1         \$616.00           1         451.00         451.00         1         \$616.00           1         451.00         451.00         1         \$616.00           1         451.00         451.00         1         \$616.00           1         451.00         1         \$616.00         \$616.00           1         451.00         451.00         1         \$616.00           2         1,353.00         1,353.00         1         \$616.00           2         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00	Alternative for Children	-	1,353.00	1,353.00		\$616.00	616.00
1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           5         1,353.00         2,706.00         0         \$616.00           5         1,353.00         6,765.00         1         \$205.00           1         451.00         451.00         1         \$205.00           1         451.00         451.00         1         \$616.00           1         451.00         1         \$205.00           1         451.00         1         \$616.00           1         451.00         1         \$616.00           2         1,353.00         1,353.00         1         \$616.00           2         1,353.00         1,353.00         1         \$616.00           2         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           3         1,353.00         2,706.00         0         \$616.00           4         1,353.00         2,706.00         0         \$616.00           5         1,353.00         1,353.00         0         \$616.00		0	451	00.00	0	\$205.00	0.00
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2         1,353.00         2,706.00         0         \$616.00           5         1,353.00         6,765.00         3         \$616.00           1         451.00         451.00         1         \$205.00           1         451.00         451.00         1         \$205.00           1         451         451.00         1         \$205.00           1         4,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           451         2,706.00         0         \$616.00           6         451         2,706.00         0         \$616.00           1         1,353.00         1,353.00         0         \$616.00           2         1,353.00         1,353.00         0         \$616.00           3         1,353.00         1,353.00 <td>Related Services Only</td> <td>1</td> <td>451</td> <td>451.00</td> <td></td> <td>\$205.00</td> <td>205.00</td>	Related Services Only	1	451	451.00		\$205.00	205.00
5         1,353.00         6,765.00         3         \$616.00           1         451.00         451.00         1         \$205.00           1         1,353.00         6,765.00         5         \$616.00           1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           1         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           3         1,353.00         2,706.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           1 <t< td=""><td>ary School F</td><td>2</td><td>1,353.00</td><td>2,706.00</td><td>0</td><td>\$616.00</td><td>0.00</td></t<>	ary School F	2	1,353.00	2,706.00	0	\$616.00	0.00
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5         1,353.00         6,765.00         5         \$616.00           1         451         451.00         1         \$205.00           1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         451         451.00         1         \$616.00           2         451         902.00         2         \$616.00           2         451         902.00         2         \$616.00           2         451         2,706.00         0         \$616.00           3         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           8         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1	Related Services Only		451.00	451.00		\$205.00	205.00
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1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           1         1,353.00         2,706.00         0         \$616.00           1         451         451.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         451         902.00         2         \$616.00           2         451         902.00         2         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           3         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00	Related Services Only		451	451.00		\$205.00	205.00
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2         1,353.00         2,706.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         4,51         902.00         2         \$616.00           2         4,51         902.00         2         \$616.00           2         1,353.00         2,706.00         2         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           2         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.	Related Services Only	0	451	00.0	0	\$205.00	0.00
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1         451         451.00         1         \$205.00           2         1,353.00         2,706.00         0         \$616.00           5         1,353.00         6,765.00         5         \$616.00           2         451         902.00         2         \$205.00           2         1,353.00         2,706.00         0         \$616.00           23         1,353.00         31,119.00         23         \$616.00           4         1,353.00         1,353.00         0         \$616.00           2         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           81         1 <td>Aarion K. Salomon</td> <td></td> <td>1,353.00</td> <td>1,353.00</td> <td></td> <td>\$616.00</td> <td>616.00</td>	Aarion K. Salomon		1,353.00	1,353.00		\$616.00	616.00
2         1,353.00         2,706.00         0         \$616.00           5         1,353.00         6,765.00         5         \$616.00           2         451         902.00         2         \$616.00           2         1,353.00         2,706.00         2         \$616.00           2         1,353.00         2,706.00         0         \$616.00           3         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         1,353.00         1         \$616.00           4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           8         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           81         1,353.00         1,353.00         1         \$616.00           81         1,353.00         1         \$616.00	Related Services Only		451	451.00	1	\$205.00	205.00
5         1,353.00         6,765.00         5         \$616.00           2         451         902.00         2         \$205.00           2         1,353.00         2,706.00         2         \$616.00           23         1,353.00         31,119.00         23         \$616.00           6         451         2,706.00         6         \$205.00           1         1,353.00         1,353.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           4         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           8         1         1,353.00         1         \$616.00           1         1,353.00         1         \$616.00           8         1         \$616.00	Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
2         451         902.00         2         \$205.00           2         1,353.00         2,706.00         2         \$616.00           23         1,353.00         31,119.00         23         \$616.00           6         451         2,706.00         6         \$205.00           1         1,353.00         1,353.00         0         \$616.00           2         1,353.00         2,706.00         0         \$616.00           8         1,353.00         10,824.00         8         \$616.00           4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           81         81         98,769.00         65         8	Netro Therapy Inc.	2	1,353.00	6,765.00	5	\$616.00	3,080.00
2       1,353.00       2,706.00       2       \$616.00         23       1,353.00       31,119.00       23       \$205.00         451       2,706.00       6       \$205.00         1       1,353.00       1,353.00       0       \$616.00         2       1,353.00       2,706.00       0       \$616.00         8       1,353.00       10,824.00       8       \$616.00         1       1,353.00       1,353.00       0       \$616.00         1       1,353.00       1,353.00       1       \$616.00         1       1,353.00       1,353.00       1       \$616.00         1       1,353.00       1,353.00       1       \$616.00         81       81       8616.00       1       \$616.00	Related Services Only	2	451	902.00	2	\$205.00	410.00
0         451         0.00         0         \$205.00           23         1,353.00         31,119.00         23         \$616.00           1         451         2,706.00         6         \$205.00           2         1,353.00         1,353.00         0         \$616.00           1         1,353.00         1,353.00         0         \$616.00           4         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           1         1,353.00         1,353.00         1         \$616.00           81         1,353.00         1,353.00         1         \$616.00           81         1,353.00         1,353.00         1         \$616.00	id Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
23     1,353.00     31,119.00     23     \$616.00       451     2,706.00     6     \$205.00       1     1,353.00     1,353.00     0     \$616.00       2     1,353.00     2,706.00     0     \$616.00       1     1,353.00     1,353.00     0     \$616.00       4     1,353.00     1,353.00     1     \$616.00       1     1,353.00     1,353.00     1     \$616.00       1     1,353.00     1,353.00     1     \$616.00       81     98,769.00     65     \$616.00	Related Services Only	0	451	0.00	0	\$205.00	0.00
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# South Country Central School District



### BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Leeway Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Leeway. Leeway provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powel! Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

ADMINISTRATIVE OFFICES

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Leeway 335 Johnson Avenue Sayville, New York 11782

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

<u>Section</u>	# of Students	Per Pupil	<u>Sum</u>
611	t of storic River and Core	\$1,353.00	\$1,353.00
619	200 (2 m) (1 m) 2 m (1 m)	616.00	616.00
	into Charles - Incomes Antonio	TOTAL:	\$1,969.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1<sup>st</sup> day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Leeway (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

By:	
President, Board of Education	President, Board of Education
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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Madonna Heights, Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Madonna Heights. Madonna Heights provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
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SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Ms. Donna Ryder Madonna Heights 151 Burrs Lane Dix Hills, New York 11746

Dear Ms. Donna Ryder:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	<u>Per Pupil</u>	<u>Sum</u>	
611	rane il cel 2 paix il ligio	\$1,353.00	\$2,706.00	
		TOTAL:	\$2,706.00	

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Madonna Heights (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

  The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of December 1, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
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- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Madonna Heights (ASEP)
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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# South Country Central School District



## **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Marion K. Salomon & Associates, Inc., Federal Part B Flow-Through

Allocations

### STAFF RECOMMENDATION:

**RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Marion K. Salomon & Associates, Inc.. Marion K. Salomon provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS

Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Marion K. Salomon & Associates, Inc. 125 East Bethpage Road, Suite 5 Plainview, New York 11803

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum
611	1	\$1,353.00	\$ 1,353.00
611 Related Svcs. Only	1	451.00	451.00
619	1	616.00	616.00
619 Related Svcs. Only	1	205.00	205.00
	TOTAL:		\$ 2,625.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

# CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Marion K. Salomon (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00 (1/3 of the calculated per-student vendor funding amount)
  - d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Marion K. Salomon (ASEP)
	tion with A.P. Copyrigans on white S.R.X. and
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Maryhaven Center of Hope, Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Maryhaven Center of Hope. Maryhaven Center of Hope provides the District with special education services.

### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Maryhaven Center of Hope 450 Myrtle Avenue Port Jefferson, New York 11777

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum Sum	
611	6.7.361 (material 2 material) 2 material (2 material)	\$1,353.00	\$2,706.00	
		TOTAL:	\$2,706.00	

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Maryhaven Center of Hope (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Maryhaven Center of Hope (ASEP)
By: President, Board of Education	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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1 1,353.00	1 \$616.00	616.00
TOTAL STUDENTS/COST 81 98,769.00	65	\$35,108.00

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# South Country Central School District



### **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

**DATE MATERIAL SUBMITTED: February 27, 2012** 

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Metro Therapy Inc. Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Metro Therapy, Inc.. Metro Therapy provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION
PRESIDENT
Victor Correa

VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Metro Therapy Inc.
P. O. Box 6005
Hauppauge, New York 11788-9005

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	<u>Sum</u>
611	5	\$1,353.00	\$6,765.00
611 Related Svcs. Only	2	451.00	902.00
619	5	616.00	3,080.00
619 Related Svcs. Only	/ 2	205.00	410.00
		TOTAL:	\$11,157.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

# CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Metro Therapy, Inc. (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2011-2012 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-2012 school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Metro Therapy, Inc. (ASEP)
By:	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children				110000		
		1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	-	1,353.00	1,353.00		\$616.00	616.00
$\sim$ 1		451	451.00		\$205.00	205.00
ary Schoo	. 2	1,353.00	2,706.00	0	\$616.00	0.00
DDI	5	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only		451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Kidz Therapy Services, LLC	1	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Madonna Heights	2	1,353.00	2,706.00	0	\$616.00	0.00
Marion K. Salomon	-	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	1	451	451.00		\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	00.0
Metro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
		1,353.00	1,353.00	0	\$616.00	0.00
	2	1,353.00	2,706.00	0	\$616.00	0.00
	80	1,353.00	10,824.00	8	\$616.00	4,928.00
	-	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with	1	1,353.00	1,353.00		\$616.00	616.00
Leeway	1	1,353.00	1,353.00		\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	사기가 [삼11년	\$616.00	616.00
TOTAL STUDENTS/COST	18		98,769.00	65		\$35,108.00

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Action in Sales of Market Strains

# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Mid Island Therapy Federal Part B Flow-Through Allocations

### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Mid Island Therapy. Mid Island Therapy provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

ADMINISTRATIVE OFFICES

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Mid Island Therapy 255 Executive Drive, Suite LL 108 Plainview, New York 11803

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum Later C
611	no hugh still fortule his facility. 2	\$1,353.00	\$2,706.00
619	ondi brabel <mark>z</mark> aki rijeme	616.00	<u>1,232.00</u>

TOTAL: \$3,938.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Mid Island Therapy (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of December 1, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

# 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Mid Island Therapy (ASEP)
By: After things it sandfines on the first policies.	By:
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children			10 To			
	-	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	00.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00		\$616.00	616.00
Related Services Only	1	451	451.00		\$205.00	205.00
ary Schoo	2	1,353.00	2,706.00	0	\$616.00	0.00
DDI	5	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only	1	451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	186	451	451.00		\$205.00	205.00
Kidz Therapy Services, LLC		1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	00.00	0	\$205.00	0.00
Madonna Heights	2	1,353.00	2,706.00	0	\$616.00	00.0
Marion K. Salomon	1	1,353.00	1,353.00		\$616.00	616.00
Related Services Only		451	451.00	1 Table   1 Tabl	\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	00.00
Metro Therapy Inc.	5	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
	-	1,353.00	1,353.00	0	\$616.00	0.00
	2	1,353.00	2,706.00	0	\$616.00	0.00
	80	1,353.00	10,824.00	8	\$616.00	4,928.00
	-	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	00.0
ACLD Adults -Children with	-	1,353.00	1,353.00	1	\$616.00	616.00
Leeway	-	1,353.00	1,353.00		\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST	81	THE REPORT OF	98,769.00	65		\$35,108.00
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# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

**DATE MATERIAL SUBMITTED: February 27, 2012** 

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: New Interdisciplinary School Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with New Interdisciplinary School. New Interdisciplinary School provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

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SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

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February 27, 2012

Ms. Helen C. Wilder, Executive Director THE NEW INTERDISCIPLINARY SCHOOL 430 Sills Road Yaphank, New York 11980

Dear Ms. Wilder:

I am writing to inform you that we have received and processed your 611 and 619 vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum
611	23	\$1,353.00	\$ 31,119.00
611 Related Svcs. Only	From A 6 to 14 back o	451.00	2,706.00
619	23	616.00	14,168.00
619 Related Svcs. Only	anthouse 6 page that has	205.00	1,230.00
	TOTAL:		\$ 49,223.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office Enclosures

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and New Interdisciplinary School (hereinafter Approved Special Education Program (ASEP)).

### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of December 1, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
  - c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
    - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
    - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	New Interdisciplinary School (ASEP
By: President, Board of Education	By: President, Board of Education
Fresident, Board of Education	Fresident, Board of Education

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2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

1   1,353.00   1,353.00   1   \$616.00	GRAMS	S11 COUNT	611 COUNTIG11 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
ted Services Only 0 451 0.00 0 \$206.00  ted Services Only 1 1,353.00 1,353.00 1 \$616.00  the Deaf 2 1,353.00 6,766.00 3 \$616.00  ed Services Only 1 451.00 1 \$205.00  ed Services Only 1 451.00 1 \$205.00  led Services Only 1 451.00 1 \$616.00  led Services Only 1 451.00 0 \$205.00  led Services Only 1 451.00 1 \$616.00  led Services Only 1 451.00 1 \$616.00  led Services Only 1 451.00 0 \$616.00  led Services Only 2 451 0.00 0 \$8616.00  led Services Only 2 1,353.00 1,363.00 0 \$8616.00  led Services Only 6 451 0.00 0 \$8616.00  led Services Only 7 1 1,363.00 1,363.00 1,363.00 1,8616.00  led Services Only 6 1,363.00 1,363.00 1,363.00 1,8616.00  led Services Only 1 1 1,363.00 1,863.00 1,8616.00  led Services Only 1 1 1,363.00 1,8616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1,8616.00  led Services Only 1 1 1,363.00 1,8616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1,8616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1,3616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1,3616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,363.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,3616.00 1 1,8616.00  led Services Only 1 1 1,363.00 1,3616.00 1 1,8616.00  led Services	Alternative for Children		1,353.00	1,353.00		\$616.00	616.00
ted Services Only 1 451 451.00 1 5205.00 the Deaf 2 1,353.00 2,706.00 0 8616.00 ed Services Only 1 451.00 1 5 8616.00 ed Services Only 1 451.00 1 2,706.00 1 8616.00 lices, LLC 1 1,353.00 1,353.00 1,353.00 1 8616.00 ed Services Only 1 1 451 0.00 0 8616.00 led Services Only 2 1,353.00 2,706.00 0 8616.00 led Services Only 2 1,353.00 1,363.00 0 8616.00 led Services Only 2 1,353.00 1,363.00 0 8616.00 led Services Only 1 1,363.00 1,363.00 0 8616.00 led Services Only 2 1,363.00 1,863.00 0 8616.00 led Services Only 2 1,363.00 1,363.00 0 8616.00 led Services Only 2 1,363.00 1,363.00 0 8616.00 led Services Only 2 1,363.00 1,863.00 0 8616.00 led Services Only 2 1,363.00 1,363.00 0 8616.00 led Services Only 2 1,363.00 1,363.00 0 8616.00 led Services Only 2 1,363.00 1,863.00 0 8616.00 led Services Only 2 1,363.00 1,363.00 0 1,3		0	451	00.0	0	\$205.00	0.00
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the Deaf 2 1,353.00 2,706.00 0 \$616.00 ed Sericos Children	Related Services Only	1	451	451.00		\$205.00	205.00
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81 98,769.00 65	lew York Therapy		1,353.00	1,353.00		\$616.00	616.00
	TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00
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CALCULATION OF SECURITIONS OF SECURI

# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: New York Therapy Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with NY Therapy. NY Therapy provides the District with special education services.

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#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

ADMINISTRATIVE OFFICES

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

New York Therapy 5225 Nesconset Highway, Suite 30 Port Jefferson Station, New York 11776

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

<u>Section</u>	# of Students	Per Pupil	<u>Sum</u>
611	ti siti atgad <u>n</u> ë të metuse	\$1,353.00	\$1,353.00
619	grasifial latine baron	616.00	616.00
		TOTAL:	\$1,969.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

### CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1<sup>st</sup> day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), NY Therapy (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

# 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ 451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

By:	rupanus mitros kantos il menore la presenta il menore la la presenta della constanta della con
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2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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Just Kids Preschool	5	1,353.00	6,765.00	2	\$616.00	3.080.00
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ed Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only (	0	451	0.00	0	\$205.00	0.00
	23	1,353.00	31,119.00	23	\$616.00	14,168.00
elated Services Only	8	451	2,706.00	8	\$205.00	1,230.00
	1	1,353.00	1,353.00	0	\$616.00	00.0
ter School	2	1,353.00	2,706.00	0	\$616.00	0.00
(RSO)	8	1,353.00	10,824.00	8	\$616.00	4,928.00
Palsy	1	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with		1,353.00	1,353.00		\$616.00	616.00
Leeway		1,353.00	1,353.00		\$616.00	616.00
New York Therapy		1,353.00	1,353.00		\$616.00	616.00
	81		98,769.00	65		\$35,108.00

													302146		

# South Country Central School District



# BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: NYSARC, INC. Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with NYSARC, INC.. NYSARC provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

#### **ADMINISTRATIVE OFFICES**

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT

FOR BUSINESS
Alan Phillips
(631) 730-1520

Business Administrator Charles Delargy (631)730-1520

February 27, 2012

NYSARC, Inc. 2900 Vets Memorial Hwy. Bohemia, New York 11716

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum
611	1	\$1,353.00	\$ 1,353.00

TOTAL:

\$ 1,353.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

## CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA), and NYSARC, Inc. (hereinafter Approved Special Education Program (ASEP).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of December 1, 2010; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

# 5. <u>Sub-Allocation Amounts</u>:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	NYSARC, Inc. (ASEP)
By:	By: 1 mail with the many Garage
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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Suffolk Country (RSO) 8 1,353.00 10,824.00	8	\$616.00	4,928.00
United Cerebral Palsy 1,353.00 1,353.00	0	\$616.00	0.00
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ACLD Adults -Children with 1,353.00 1,353.00		\$616.00	616.00
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New York Therapy 1,353.00 1,353.00		\$616.00	616.00
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CARLES CLOSES - PROCESS - TRANS

# South Country Central School District



## BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Riverhead Charter School Federal Part B Flow-Through Allocations

#### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Riverhead Charter School. Riverhead Charter School provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

> VICE PRESIDENT Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Michele Dalpiaz Riverhead Charter School 3685 Middle Country Rd Calverton, New York 11933

Dear Ms. Dalpiaz:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

Section	# of Students	Per Pupil	Sum   Company (Company
611	salah di 2 man asambasa	\$1,353.00	\$2,706.00
	control for the second but	TOTAL:	\$2,706.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

## CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Riverhead Charter School (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1</u>, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2011-2012 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-2012 school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	Riverhead Charter School (ASEP
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By:	By: Land and the state of the s
President, Board of Education	President, Board of Education

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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	451	451.00		\$205.00	205.00
Cleary School For the Deaf	1,353.00	2,706.00	0	\$616.00	0.00
DDI	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only 1	451.00	451.00		\$205.00	205.00
Just Kids Preschool 5	1,353.00	6,765.00	2	\$616.00	3,080.00
Related Services Only	451	451.00		\$205.00	205.00
Kidz Therapy Services, LLC	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only 0	1111	0.00	0	\$205.00	0.00
Madonna Heights	1,353.00	2,706.00	0	\$616.00	00.0
Marion K. Salomon	1,353.00	1,353.00		\$616.00	616.00
Related Services Only 1	451	451.00		\$205.00	205.00
Maryhaven Center of Hope 2	1,353.00	2,706.00	0	\$616.00	0.00
Metro Therapy Inc.	1,353.00	6,765.00	5	\$616.00	3,080.00
Related Services Only 2	451	902.00	2	\$205.00	410.00
Mid Island Therapy 2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only 0	451	00.00	0	\$205.00	00.0
New Interdisciplinary School 23	3 1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only 6	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.	1,353.00	1,353.00	0	\$616.00	00.0
Riverhead Charter School 2	1,353.00	2,706.00	0	\$616.00	0.00
Suffolk Country (RSO) 8	1,353.00	10,824.00	8	\$616.00	4,928.00
United Cerebral Palsy	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR) 4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with 1	1,353.00	1,353.00		\$616.00	616.00
Leeway	1,353.00	1,353.00		\$616.00	616.00
New York Therapy	1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST 81		98,769.00	65		\$35,108.00
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# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: Suffolk County Department of Health Services Federal Part B Flow-

Through Allocations

#### STAFF RECOMMENDATION:

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with Suffolk County Department of Health Services. Suffolk County Department of Health Services provides the District with special education services.

**BACKGROUND RATIONALE:** 

BOARD OF EDUCATION PRESIDENT Victor Correa

VICE PRESIDENT
Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Mr. Lawrence Roth
Suffolk County Dept. of Health Services
50 Laser Court
Hauppauge, New York 11788-3620

Dear Mr. Roth:

To Whom It May Concern:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

<u>Section</u>	# of Students	Per Pupil	Sum EV FAR
611	of the helicity is not the 8	\$1,353.00	\$10,824.00
619	11. h h a a 8 a 4 a 4 a 4 a 4 a 4 a 4 a 4 a 4 a	616.00	4,928.00
	นะ 25ติงย์ได้ 6เรียงBryggh 25	TOTAL:	\$15,752.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

## CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and Suffolk County (RSO) (hereinafter Approved Special Education Program (ASEP)).

#### WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1, 2010</u>.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

# 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$ 616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)
- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students

listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.

- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.

South Country CSD (LEA)

County of Suffolk, acting through its duly constituted Suffolk County Dept. Of Health Services (hereinafter Approved Special Education Program (ASEP)).

By:

President, Board of Education

By:

Acting Director

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year first set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and

2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

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Leeway 1,353.00 1,353.00	1 \$616.00	616.00
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TOTAL STUDENTS/COST 81 98,769.00	65	\$35,108.00

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# South Country Central School District



# **BOARD OF EDUCATION AGENDA MATERIALS**

DATE OF BOARD MEETING: March 7, 2012

**OFFICE OF ORIGIN: Business Office** 

DATE MATERIAL SUBMITTED: February 27, 2012

CATEGORY OF ITEM: Action or Report (circle one)

TITLE: United Cerebral Palsy of Greater Suffolk Federal Part B Flow-Through

Allocations

#### STAFF RECOMMENDATION:

**RESOLVED,** that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board to enter into a Contract for Receipt of Federal Part B Flow-Through Allocations with United Cerebral Palsy of Greater Suffolk. United Cerebral Palsy provides the District with special education services.

#### **BACKGROUND RATIONALE:**

BOARD OF EDUCATION PRESIDENT Victor Correa

VICE PRESIDENT
Kevin Kirk

Lisa Di Santo Grossman Owen Durney Marian McKenna Jeannette Mistler Julio Morales Rob Powell Barbara Schatzman

# South Country Central School District

TOWN OF BROOKHAVEN - COUNTY OF SUFFOLK

**ADMINISTRATIVE OFFICES** 

189 DUNTON AVENUE
EAST PATCHOGUE, NEW YORK 11772
(631) 730-1510
FAX: (631) 286-5518
www.southcountry.org

SUPERINTENDENT OF SCHOOLS Joseph L. Cipp, Jr.

ASSISTANT SUPERINTENDENT FOR BUSINESS Alan Phillips (631) 730-1520

> Business Administrator Charles Delargy (631)730-1520

February 27, 2012

Chief Financial Officer United Cerebral Palsy of Greater Suffolk 250 Marcus Blvd., P.O. Box 18045 Hauppauge, New York 11788

Dear Chief Financial Officer:

I am writing to inform you that we have received and processed your **611** and **619** vouchers. You will be receiving the following:

and similarly recarry 2 to make a transfer to be a facility of

Section	# of Students	Per Pupil	<u>Sum</u>
611	[www.land.nabasawa.	\$1,353.00	\$1,353.00
		TOTAL:	\$1,353.00

We have submitted an amendment for our grants. When we receive our monies, we will forward a check to you in the above amount. I am also including two (2) originals of a Memorandum of Agreement for the 2011-2012 school year signed by our Board President. Please review, sign both originals and return one to me.

If you have any questions, do not hesitate to contact me.

Thank you for your prompt attention to this matter.

Sincerely,

Mary Beth Briggs Business Office

**Enclosures** 

## CONTRACT FOR RECEIPT OF FEDERAL PART B FLOW-THROUGH ALLOCATIONS 2011-2012

This agreement is entered into this 1st day of July, 2011 by and between the Board of Education of the South Country Central School District (hereinafter Local Educational Agency (LEA)), and United Cerebral Palsy of Greater Suffolk (hereinafter Approved Special Education Program (ASEP)).

## WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA flow-through funds in connection with IDEA Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA flow-through funds for the 2011-2012 school year; and

WHEREAS, The ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such program for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, The LEA has authorized the placement of students in the ASEP; and

WHEREAS, The ASEP provided special education services and/or related services to students of the LEA as of <u>December 1, 2010</u>; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The ASEP certifies that it has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by March 1, 2011. The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.
- 2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on

Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of <u>December 1</u>, 2010.

- 3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
- 4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.

#### 5. Sub-Allocation Amounts:

- a. The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
- b. Funds received by the LEA pursuant to IDEA Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$616.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$205.00. (1/3 of the calculated per-student vendor funding amount)
- c. Funds received by the LEA pursuant to IDEA Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of December 1, 2010.
  - \* The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$1,353.00.
  - \* The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$451.00. (1/3 of the calculated per-student vendor funding amount)

- d. The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
- e. Notwithstanding the above, if the LEA is entitled to American Recovery and Reinvestment Act of 2009 (ARRA) IDEA Section 611 allocations for Article 81 students, and is required to provide vendor funds to the in-state school providing services, a SEDCAR-2 (In State Article 81 School Notice of Designated Local Education Agency for IDEA, Part B Funds) form shall be completed by the ASEP and forwarded to the LEA and the State Education Department (at the designated address on the SEDCAR-2 form) by March 3, 2011 and the designated LEA shall list the proposed expenditures in the IDEA regular and IDEA ARRA Section 611 FS-10 sub-grants within Purchased Services: Code 40, provided, however, that the calculation of per student vendor funding must include both regular IDEA and ARRA IDEA Section 611 final allocations.
- 6. The above-referenced sub-allocations of IDEA Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within thirty (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten percent (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
- 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
- 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the <u>2011-2012</u> school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the <u>2011-2012</u> school year.
- 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-though funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
- 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
- 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.

- 12. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, such determination shall not affect the enforceability of the other, unaffected provisions and covenants set forth herein.
- 13. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 14. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
- 15. Any funds that are to be sub-allocated pursuant to this Agreement which are appropriations of the American Recovery and Reinvestment Act of 2009 (ARRA) shall be disbursed and accounted for in accordance with the New York State Education Department Field Memoranda dated May 2009, annexed hereto as Schedules "A" and "B", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first set forth above.

South Country CSD (LEA)	United Cerebral Palsy of Greater Suffolk (ASEP)
By:	By:
President, Board of Education	President, Board of Education

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2011-2012 611/619 Grants + ARRA Funds Federal Sub-allocations

Alternative for Children Related Services Only Bilinguals						
	100	1,353.00	1,353.00		\$616.00	-
ilinguals	0	451	00.0	0	\$205.00	0.00
	1	1,353.00	1,353.00		\$616.00	616.00
	1	451	451.00		\$205.00	205.00
Cleary School For the Deaf	2	1,353.00	2,706.00	0	\$616.00	00.00
IQQ	2	1,353.00	6,765.00	3	\$616.00	1,848.00
Related Services Only		451.00	451.00		\$205.00	205.00
Just Kids Preschool	5	1,353.00	6,765.00	သ	\$616.00	3.080.00
Related Services Only		451	451.00	20 1100	\$205.00	205.00
Kidz Therapy Services, LLC		1,353.00	1,353.00		\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Madonna Heights	2	1,353.00	2,706.00	0	\$616.00	0.00
Marion K. Salomon	-	1,353.00	1,353.00		\$616.00	616.00
Related Services Only		451	451.00		\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
Metro Therapy Inc.	2	1,353.00	6,765.00	2	\$616.00	3,080.00
Related Services Only	2	451	902.00	2	\$205.00	410.00
Mid Island Therapy	2	1,353.00	2,706.00	2	\$616.00	1,232.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
Related Services Only	9	451	2,706.00	9	\$205.00	1,230.00
NYSARC, Inc.	•	1,353.00	1,353.00	0	\$616.00	0.00
Riverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	0.00
	8	1,353.00	10,824.00	8	\$616.00	4,928.00
	-	1,353.00	1,353.00	0	\$616.00	0.00
DOR P-PP at VCA (see SEDCAR)	4	1,353.00	5,412.00	0	\$616.00	0.00
ACLD Adults -Children with		1,353.00	1,353.00		\$616.00	616.00
Leeway	-	1,353.00	1,353.00		\$616.00	616.00
New York Therapy		1,353.00	1,353.00		\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00
		30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			

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Tho	The Superior of EDUCATION PERSONNEL AGENDA FOR March 7, 2012	DOAND OF ED	CCA ION PERSO	MINEL AGEIN	BIN NO I V	101 / 2012					
Ctoff Momber	Superintendent of Schools	recommends the Board	of Education app	rove the follo	wing in acc	ordance with		and Civil Service Law	vice Law:		
INCHIDE	rosition	Action		l enure Area	Tenure Date	Salary Info	Rate	Funding	Effective	Ending	Loc.
		RESIGNATIONS,		LEAVES OF /	ABSENCE,	ABOLITIONS				Calc	<b>国际公司部区</b>
NAME OF TAXABLE PARTY.		Unpaid Leave of Absence	Leave of Child rearing	n/a	n/a	n/a	n/a	n/a	02/17/12	06/22/12	BRK
	Commence of the State of the St	Resignation	Personal- Will be a volunteer coach	n/a	n/a	n/a	n/a	n/a	03/26/12	n/a	BMS
	Volunteer Coach-Boys Lacrosse Grades 7 & 8	Resignation	To assume the coaching position	n/a	n/a	n/a	n/a	n/a	03/26/12	n/a	BMS
	Advisor-Clubs; Variety Set Design	Resignation	Personal	n/a	n/a	n/a	n/a	n/a	09/01/11	n/a	BHS
	子生の はいい かんしょう かんしゅう		S	- FULL TIME AND PART	PART TIME						SERVICE SERVICES
	Assistant Principal		Replacing	n/a	n/a	n/a	\$600.00 per day	General	03/08/12	06/22/12	FPL
	Laborer	Probationary	Vacant custodial position	n/a	n/a	As per CSEA Contract	\$31,000.00 to	General	03/08/12	n/a	DSW
	Teacher - Special Education	Substitute	Replacing	n/a	n/a	n/a	day	General	03/12/12	06/22/12	BRK
	Teacher-Special Education	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BHS
	al a		Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BHS
		Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BMS
	ary		Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	KRM
			Ketirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	VWC
	Clark Typist		Retirement	n/a	n/a	n/a	n/a	n/a	06/22/12	n/a	WC
	Teacher-Guidance	Change in tenure date	Due to child	Guidance	12/1/12	2/2	1/a	11/a	12/1/13	B o	BHS
40	Counselor		bearing leave	Counselor	7 11 17	5			711177		BMS/
	Teacher-Elementary	Change in tenure date	Due to Regular Substitute position prior to tenure	Elementary	12/14/12	n/a	n/a	n/a	12/14/12	n/a	FPL
	Teacher-Science	Credit Recovery Facilitator - not to exceed two sessions per week (1 of 4)	Amended number of sessions, rate amount, fund & ending date	n/a	n/a	As per BTA contract	\$55.00 per session	Race to Top Funds	11/17/11	06/08/12	BHS
	Teacher-Social Studies	Credit Recovery Facilitator - not to exceed two sessions per week (2 of 4)	Amended number of sessions, rate amount, fund & ending date	n/a	n/a	As per BTA contract	\$55.00 per session	Race to Top Funds	11/17/11	06/08/12	BHS
	Teacher-Special Education	Credit Recovery Facilitator - not to exceed two sessions per week (3 of 4)	Amended number of sessions, rate amount, fund & ending date	n/a	n/a	As per BTA contract	\$55.00 per session	Race to Top Funds	11/17/11	06/08/12	BHS
	Teacher-Mathematics	Credit Recovery Facilitator - not to exceed two sessions per week (4 of 4)	Amended number of sessions, rate amount, fund & ending date	n/a	n/a	As per BTA contract	\$55.00 per session	Race to Top Funds	11/17/11	7	BHS
										322049	1

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	. 00	BHS	BHS	BMS	BMS	DSW	DSW	MSQ	DSW							
	Ending Date	06/30/12	06/30/12	06/30/12	06/30/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	06/22/12	
vice Law:	Effective Date	09/01/11	09/01/11	03/26/12	03/26/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	03/08/12	
d Civil Ser	Funding	General	General Fund	General Fund	n/a	General Fund	General	General	General	General	General	General	General	General	General	2
Education Law ar	Rate	\$811.50	\$811.50	\$2,829.00	n/a	\$95.00 per day	\$9.75 per hour	\$9.00 per hour	\$9.75 per hour	\$9.00 per hour						
arch 7, 2012 cordance with	Salary Info	As per BTA contract- Shared Stipend	As per BTA contract-Shared Stipend	As per BTA contract	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
NA FOR Ma	Tenure Date	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
NNEL AGENT	Tenure Area	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
BOARD OF EDUCATION PERSONNEL AGENDA FOR March 7, 2012 nds the Board of Education approve the following in accordance w	Reason	Replacing	Replacing	Replacing	Replacing	Annual Appointment	Annual Appointment	Annual Appointment	Annual Appointment							
E	Action	Variety - Set Design	Variety - Set Design	Boys Lacrosse Grades 7   8 (Spring)	Boys Lacrosse Grades 7 Replacing & 8 (Spring)			same to to the same		_	•	The state of the s	Acquestion		· · · · · · · · · · · · · · · · · · ·	
perintendent of Schools	Position	Advisor-Clubs	Advisor-Clubs	Coach	Volunteer- Coach	Substitute Teacher (Certified)	Substitute Teacher (Certifled)	Substitute Teacher (Certified)	Substitute Teacher (Certified)	Substitute Teacher (Certified)	Substitute Teacher (Certified)	Substitute Teaching Assistant	Substitute Aide	Substitute Teaching Assistant	Substitute Aide	
The St	Staff Member															
		994	995	966	997	866	666	1000	1001	1002	1003	1004	1005	1006	1007	

## STUDENT BULLYING PREVENTION AND INTERVENTION POLICY

The Board of Education of the South Country Central School District is committed to providing an educational environment that promotes respect, dignity and equality. The Board recognizes that students' ability to learn and to meet high academic standards and a school's ability to educate its students are compromised by incidents of bullying or harassment. Such behavior affects not only the individuals who are its targets, but also those who participate in or witness such acts.

Therefore, it is the policy of the District to prohibit bullying and harassment on district property, district transportation, and at school-sponsored events and functions. Acts of bullying and harassment are prohibited, whether they are committed directly or indirectly, in person (face-to-face), or remotely by use of electronic technology, either on school property, at a school function, on a school or coach bus, or off school property where there is a sufficient nexus to the school environment.

#### **DEFINITIONS:**

#### "Bullying" and "Harassment":

- 1. "Bullying" and "harassment" mean the creation of a hostile educational environment:
  - a. by written, verbal, or physical conduct, intimidation or abuse, including such behavior conducted via electronic communication,
  - **b.** that has the effect of substantially interfering with a student's education or reasonably causes, or would be expected to cause, a person to fear for his or her physical safety.
- 2. "Bullying" and "harassment" can take many forms including, but not limited to: slurs, rumors, jokes, innuendo, demeaning comments, drawing cartoons, pranks, gestures, physical attacks, threats, or other written, verbal, physical, or electronic actions.
- 3. The basis for such conduct may include, but is not limited to, a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, physical or mental ability or disability, sexual orientation, gender, sex, marital status, gender identity, socio-economic status, and familial status.
- 4. "Bullying" and "harassment" do not have to include the intent to harm, be directed at a specific target, or involve repeated incidents.

"Electronic communication" means a communication transmitted by means of an electronic device, including but not limited to, a telephone, cellular phone, computer, laptop, pager, or other hand-held device, communications transmitted through email, text message, instant message, voicemail, social networking sites, webpage, video, blogs and twitter.

#### REPORTING:

In order for the Board to effectively enforce this policy and to take prompt corrective measures when the policy is violated, it is essential that all victims and persons with knowledge of bullying, harassment, or similar behavior report it immediately to District administrative staff.

The District will promptly investigate all complaints, whether informal or formal, verbal or written. Complaints will be treated confidentially to the extent possible but limited disclosure may be required to complete a thorough investigation. If, after investigation, the District finds that there has been a violation of this policy, prompt corrective action will be taken.

Any person having reasonable cause to suspect that a student has been subjected to bullying or harassment who, acting in good faith, either reports such information to school officials, to the commissioner, or to law enforcement authorities, or otherwise participates in proceedings related to such bullying or harassment, shall have immunity from any civil liability arising from making such report or participating in the related investigation.

Retaliation for reporting incidents of bullying or harassment, or for participation in a related investigation constitutes a violation of this policy. False reports or retaliation against the alleged bully or harasser also constitutes a violation of this policy. Acts of retaliation should be reported to the Administration. The District will investigate such reports and if, after investigation, the District finds that there has been a violation of this policy, prompt corrective action will be taken.

#### **POLICY IMPLEMENTATION:**

The Superintendent of Schools shall implement regulations for reporting, investigating, and addressing allegations of harassment and discrimination.

The Board recognizes that the effective implementation of this policy requires that it be part of a District-wide educational program which shall include elements of prevention, intervention and consequences:

#### Prevention will include:

- (1) training for administrators and staff to increase awareness of the prevalence, causes, and consequences of bullying and harassment, and sharing strategies for preventing such behavior;
- (2) promoting student involvement in anti-bullying and anti-harassment efforts, peer support, mutual respect, and creating a culture which encourages students to report incidents of bullying and harassment, or similar behavior to an adult;
- (3) collaborating with families and the community to inform parents about the prevalence, causes, and consequences of bullying and harassment;

#### Intervention will include:

- (1) training for school staff on how to respond appropriately to students who engage in bullying or harassing behavior, are victims of such behavior, and are bystanders who report such behavior;
- (2) remedial measures designed to correct the bullying or harassing behavior, prevent another occurrence, and protect the victim;
- (3) development of nondiscriminatory instructional and counseling methods; and
- (4) thorough training of at least one staff member at every school to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, physical or mental ability or disability, sexual orientation, gender, sex, marital status, gender identity, socio-economic status, and familial status. This staff member's contact information will be included in student registration materials, student, parent, and employee handbooks, and other appropriate school publications, and will be distributed to students and staff annually at the beginning of the school year.

#### Consequences may include:

- (1) discipline, including suspensions and expulsions consistent with the Student Code of Conduct and all rights under law and other applicable agreements; and
- (2) recognition for positive behavior exhibited by students who take an active role in addressing prohibited behaviors.

This policy shall be posted in a prominent place in each District facility, shall also be included in the code of conduct in plain language, student registration materials, student, parent and employee handbooks, and other appropriate school publications, and distributed to students and staff annually at the beginning of the school year. A summary of this policy shall be included as a part of the District's summary of the code of conduct.

Cross Ref: [insert cross refs, Code of Conduct]

References:

Dignity for All Students Act, Education Law §§ 10-18

Americans With Disabilities Act, 42 U.S.C. section 12101 et seq.

Title VI, Civil Rights Act of 1964, 42 U.S.C. section 2000d et seq.

Title VII, Civil Rights Act of 1964, 42 U.S.C. section 2000e et seq.

Title IX of the Education Amendments of 1972, 20 U.S.C. section 1681 et seq.

34 CFR 100 et seq.

20 U.S.C 1681 et seq.

Section 504, Rehabilitation Act of 1973, 29 U.S.C. section 794

IDEA, 20 U.S.C. section 1400 et seq.

Education Law, Article 2

Executive Law section 290 et seq.

Executive Law sections 313(3), 3201, 3201-a

U.S. Department of Education, Office for Civil Rights, *Dear Colleague Letter*, October 26, 2010.

<sup>&</sup>lt;sup>1</sup> Notice and dissemination can vary by district except with respect to the Code of Conduct and provision of a summary of this policy.

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