

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
WWW.SOUTHCOUNTRY.ORG

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. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

6:00 P.M.

2. COMMENDATIONS

- *Black History Month Academic Excellence Recognition*

Afua Bediako	Darrell Johnson
Travis Correa	Monique Mosley
Olivia Dozier	Ayesha Raheem
Dayna Howell	Sajda 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. (TAB #3)
- 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. (TAB #4)
- 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 #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)
- F. RESOLVED**, 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 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. (TAB #17)
- Q. 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 Just Kids Preschool. Just Kids Preschool provides the District with special education services. (TAB #18)
- 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 #19)
- 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 #20)
- 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 #21)
- 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 #22)
- 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. (TAB #23)
- W. 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 Metro Therapy, Inc. Metro Therapy Inc. provides the District with special education services. (TAB #24)
- 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. (TAB #25)

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)

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. (TAB #27)

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. (TAB #28)

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 Part B Flow-Through Allocations with Riverhead Charter School. Riverhead Charter School provides the District with special education services. (TAB #29)

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. (TAB ##30)

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 (TAB ##31)

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. (TAB ##32)

6. **BOARD/SUPERINTENDENT DISCUSSION ITEMS**
• Anti-Bullying/Cyber Bullying & Harassment Policy Draft (TAB #33)

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**

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

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

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:

Roll Call

Victor Correa	Marian McKenna
Owen Durney	Julio Morales
Lisa Di Santo Grossman	Jeannette Mistler (arrived 6:11 pm)
Kevin Kirk	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

Pledge

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:

Convene to Executive Session

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

Meeting reconvened.

The meeting reconvened at 8:04 pm.

2. COMMENDATIONS

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 Rucinski	Frank P. Long School
Craig Surrusco	Brian Ginty	Bellport Middle School
Heather Giacomini	Bernie Soete	Bellport High School

3. PRESENTATIONS

Budget Presentation

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.

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 11th, 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.

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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 2nd 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 11th 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 6th grade level, with 1st place winners getting recognized at an upcoming April BOE meeting, tentatively.

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 district 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 test-connect 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.

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

**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.

Recess

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

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

**Approval of
minutes**

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

**Approval of
Items A to I o
Agenda.**

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B. RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following proposed Tax Levy Limit, Plus Exclusions for the 2012-2013 school year:

Tax Levy Limit

- Current Tax Levy.....\$53,353,439
- Tax Levy Limit Before Exclusions.....\$54,642,240
- Exclusions:
 - Tort orders/judgments over 5%\$ 0
 - Capital Tax Levy less building aid (cannot be less than zero dollars).....\$ 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
Islip 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
Development
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.

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.

Board / Supt
Discussion
Items.

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

Executive
Session

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

Meeting reconvened at 12:12 am.

Reconvene
Public Session

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

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

Meeting
Adjourned

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

Respectfully,

Nancy Poulos

District Clerk
Attachments

South Country Central School District



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 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



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

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 28th. 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 www.veinternational.org/ny.

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

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:

1. [Redacted] – CEO Savor the Flavor Catering Co.
2. [Redacted] – COO Savor the Flavor Catering Co.
3. [Redacted] – CFO Savor the Flavor Catering Co.
4. [Redacted] – Director of Technology, Savor the Flavor Catering Co.
5. [Redacted] – Director of Marketing, Savor the Flavor Catering Co.
6. [Redacted] – Director of Marketing, Savor the Flavor Catering Co.

7. [Redacted] – CEO Sweet Bouquets
8. [Redacted] – Director of Human Resources, Sweet Bouquets
9. [Redacted] – Director of Marketing, Sweet Bouquets
10. [Redacted] – COO Sweet Bouquets
11. [Redacted] – CFO Sweet Bouquets
12. [Redacted] – Accounting Department, Sweet Bouquets

Alt: [Redacted] – Marketing Department, Savor the Flavor Catering Co.
[Redacted] – 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

Overnight trip

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

Memo

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.
3. 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.
6. Assistant Superintendent for Curriculum, Instruction & Technology will verify with Assistant Superintendent of Business that funding is available through buildings budget code for field trips.
7. 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.

* We suggest that transportation needs are confirmed again as an approved trip nears.

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FAX 631-286-6394

ASSISTANT SUPERINTENDENT
FOR CURRICULUM, INSTRUCTION
& TECHNOLOGY

MRS. LINDA J. ROZZI
631-730-1540
FAX 631-286-4438

Received

JAN 26 2012

South Country Central School District
Office of Educational Services

FIELD TRIP APPLICATION

Day Trip Overnight Trip

Today's Date: 1/19/12

Name of Group: Virtual Enterprise class

Destination & Address: 69th St Armory, NYC - 68th Lexington Av, NYC
VE International trade show

Date of Trip: 3/28/12

Departure Time: 8:30 AM Departure Location: BHS

Return Time: Following day *see separate packet Return Location: _____

If applicable please attach the following to demonstrate the connection to our educational programs.

1. Any tests, quizzes, or other forms of assessments related to what students will learn from the field trip.
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/food)

Cost to District: \$ approx \$300 Cost to District pays for: Accommodations for Chaperones

How many subs needed 2 Cost of subs to the district \$ _____ (not kids)

Teacher' Name & Cell phone number: Sheila Smith ([redacted])

Chaperones: Sheila Smith Teacher
(Indicate staff Camille Masem Teacher
or parents)

Emergency contact information for Chaperones: Nick Smith ([redacted])

Transportation: (Check one)

Train District Bus
 Other

Overnight---Board Approval Required

Drop off
only

Detailed Itinerary: (include all locations other than destination - This information will be helpful in case of an emergency contact for you or a member of your trip) Attach additional sheet if necessary

NYC - Hotel to register & drop off personal item
69th St Armory to set up Trade fair booth
Global Business challenge

Approval By: [Signature] 1/25/2012
Department Chairman/Assistant Principal Date
[Signature] 1/26/12
Principal Date
[Signature] 2/2/12
Assistant Superintendent for Curriculum, Instruction & Technology Date
[Signature] 2/3/12
Assistant Superintendent for Business Date
[Signature] 2/3/12
Superintendent of Schools Date

Cost: \$100/student
to cover meals
and lodging

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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 3/28 8:30 Am Time of Departure from District BHS
Date 3/29 7pm 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 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: _____

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FIELD TRIP ROSTER

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

The following students, listed alphabetically, will be on a field trip to

Virtual Enterprise Trade Show on 3/28/12 & 3/29/12

Departure Time 7:15 Return Time following DAY 3/29 7pm Teacher SMITH

STUDENT'S NAME (please print)

- | | |
|-----------|-----------|
| 1. _____ | 15. _____ |
| 2. _____ | 16. _____ |
| 3. _____ | 17. _____ |
| 4. _____ | 18. _____ |
| 5. _____ | 19. _____ |
| 6. _____ | 20. _____ |
| 7. _____ | 22. _____ |
| 8. _____ | 23. _____ |
| 9. _____ | 24. _____ |
| 10. _____ | 25. _____ |
| 11. _____ | 26. _____ |
| 12. _____ | 27. _____ |
| 13. _____ | 28. _____ |
| 14. _____ | 29. _____ |

These students will be out
all day on Wed. 3/28 and Thurs. 3/29

Revised: 7/2011

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FAX 831-288-4438

STUDENT'S ACADEMIC RESPONSIBILITY FIELD TRIP

Period	Class	Teacher Name	Teacher Comments
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____

I have spoken to all of my teachers and understand that I am responsible for any academic work missed.

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

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

My son/daughter _____ has permission to participate
in the overnight school activity of _____ on _____
with _____ under the supervision of _____.
(CLASS) (TEACHER IN CHARGE)

The cost of the trip will be _____ per student (NO REFUNDS); Checks should
be made payable to _____. The students will be leaving at
approximately _____ and will return at approximately
_____.

In case of an emergency, please contact _____ (_____),
at _____ (RELATIONSHIP) (TELEPHONE)

I understand that my son/daughter will miss class work during the field trip and that
he/she is responsible to make up all missed work and assignments. Additionally, I have reviewed
with my son/daughter the requirements that he/she remain with the group and follow the
directions of all chaperones.

I acknowledge that I have read the *Information for Overnight School Activity Including
Acknowledgement, Release, and Hold Harmless* that accompanies this permission slip. I
understand it and accept the risk of electing to permit my child to participate in this overnight
school activity. My consent to my child's participation is purely voluntary and my permission is
given in spite of the risks, known or unknown.

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.

Parent's Initials _____

If my son or daughter is a minor, I agree on behalf of my child and myself to be bound by all terms and conditions of the above agreement.

Date: _____ X _____
Signature of Parent, Guardian or Responsible Party (if Participant is under 18 years of age)

Date: _____ X _____
Signature of Student (if Participant is over 18 years of age)

Today's Date _____

89041

My child has permission to take the following medication as long as a chaperone observes:

Medication

Doctor's Name

Doctor's Phone Number

Signature of Parent/Guardian
Date: _____

Signature of Student
Date: _____

Home Phone Number

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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 Trade Show
Insert name of field trip, extra-curricular activity, or athletic event.

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 explain below why you feel that a nurse is required to attend.

1. Nurse will be informed of the date of the field trip at least ten (10) school days in advance.
2. Classroom teacher and or trip coordinator will then confer with the nurse to determine the need for dispensing prescription medication to students.
3. Classroom teacher will contact the parent to discuss options for the field trip, i.e. parent attending, parent enlisting another parent to administer, medication adjustment or eliminated with doctor's permission.
4. Nurse is informed of preliminary plan:
 - ❖ If parent will attend ~ no action necessary
 - ❖ If parent designates another parent, not employed by South Country, then a written statement is given to the nurse two (2) days before the trip. (form included in Field Trip Packet)
 - ❖ If the administration of medication is to be adjusted or eliminated, an order must be submitted by the child's physician/health care provider two (2) days before the trip.

It is understood that the Nursing Supervisor in consultation with the building Nurse, will determine the need for nursing services on any field trip.

Approved: 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).
- Complete Student/Chaperone Signature Form
- Secure Medical information from the School Nurse and First Aid Kit (s).

ALL TRIPS MUST BE TAKEN PRIOR TO MAY 1ST.

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CHAPERONE SIGNATURE FORM

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) Sheila Y. Smith

CONTACT INFORMATION (631) [REDACTED]

SIGNATURE Sheila Y. 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

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

REQUEST FOR TRANSPORTATION

Date of trip: 3/28/12

Number of students 12 and 2 adults. (+ plus luggage & trade show materials)

From: BHS

To: NYC Virtual Enterprise Trade Show

Address: 69th Regiment Armory - 68 Lexington Avenue (& Hotel TBD)

Reason for trip: Set Up Booths for VE Trade Show/Attend Global Challenge Competition

Pick up location: (circle) BHS BMS FP LONG
BROOKHAVEN KREAMER ST VERNE CRITZ

PICK UP TIME: 8:30 RETURN TIME (at school): (next day!)

The following fees will be paid by VATEA/Perkins IV grant - L. Rozzi

Circle one:

Coach bus (call for quote)

- Large bus \$120.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 2 hours.
- Van \$100.00
- Large bus \$160.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 3 hours.
- Van \$150.00
- Large bus \$240.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 4 hours.
- Van \$200.00
- Large bus \$325.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 5 hours.
- Van \$280.00
- Large bus \$390.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 6 hours.
- Van \$300.00
- Large bus \$455.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 7 hours.
- Van \$400.00
- Large bus \$520.00 Per bus trip for field trips and/or athletic trips, includes tolls and parking fees. Maximum time period 8 hours.
- Van \$400.00

Drop off only!

Name of teacher Sheila Smith Principal's approval [Signature]

Above transportation request has been arranged with: _____

Transportation supervisor's approval [Signature] Date 1/26

Note: ALL APPLICATIONS FOR FIELD TRIPS MUST BE MADE TEN SCHOOL DAYS PRIOR TO DATE OF TRIP. ALL TRIPS MUST ALSO BE PAID FOR IN ADVANCE AND ANY ADDITIONAL CHARGES WILL BE BILLED TO RESPONSIBLE PARTIES IF TRIP GOES OVER ALLOTTED TIMES. RETURN FORM TO TRANSPORTATION DEPARTMENT.

About

Published on March 10, 2010

*This is supporting info
on the program in general
and on the specific
events we will be
attending!*

SS

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



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



ation

“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 15th 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

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 15th 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

Tuesday, March 27

National Business Plan Competition Preliminary Round

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

Thursday, March 29

Partners' Breakfast

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

International Trade Show

69th Regiment Armory,
Lexington Avenue and East 25th Street
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

South Country Central School District



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
2012-2013 SCHOOL CALENDAR-4th DRAFT**

JULY 2012	AUGUST 2012	SEPTEMBER 2012	OCTOBER 2012	NOVEMBER 2012	DECEMBER 2012																																																																																																																																																																					
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*South Country
Central School District*

Tab#4



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:

Not an official record; subject to change

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: 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:

Not an official record; subject to change

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: 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:

Not an official record; subject to change

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 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

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. **TERM:** 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. **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:

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

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.

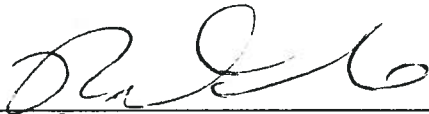
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
South Country Central School District

Date: _____



By: *Robert Scavo*
President Board of Education
Sachem Central School District

Date: *2/22/12*

CONFIDENTIAL SCHEDULE "A"

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

Name and Address of Student	Date of Birth
[REDACTED]	[REDACTED]

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 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

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. **TERM:** 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. **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

Date _____

By:
President, Board of Education

Date _____

CONFIDENTIAL SCHEDULE "A"

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

Name and Address of Student	Date of Birth
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	



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 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. **TERM**: 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. 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:

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.

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: 2/29/12 By: Ann Cotten-DeGrasse
ANN COTTEN-DEGRASSE, PRESIDENT, BOARD OF EDUCATION

Date: 1/26/12 By: Nancy Carney
NANCY CARNEY, SUPERINTENDENT OF SCHOOLS

DISTRICT OF RESIDENCE

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Date: By: _____
PRESIDENT, BOARD OF EDUCATION

Date: By: _____
SUPERINTENDENT OF SCHOOLS

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

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. **TERM:** 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. **SERVICES AND RESPONSIBILITIES:**
 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. 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 district 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:
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

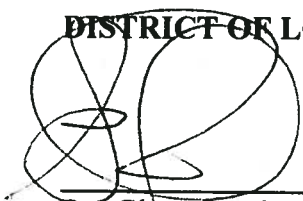
obligations other than those imposed or provided by Federal or State law or regulation.

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:
President Board of Education
South Country Central School District



By: Glenn Reed
President Board of Education
East Islip Union Free School District

Date: _____

Date: 2/3/12

SCHEDULE "A"

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

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

Name and Address of Student	Date of Birth
[REDACTED] Student A	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED] Student B	[REDACTED]
[REDACTED]	
[REDACTED]	

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

SPECIAL EDUCATION SERVICES CONTRACT

The Agreement is entered into this _____ day of _____, 201__ by and between the Board of Education of the *South Country Central SD* (hereinafter the “**DISTRICT OF RESIDENCE**”), having its principal place 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* (hereinafter the “**DISTRICT OF LOCATION**”), having its principal place of business for the purpose of this Agreement at *99 Greeley Avenue, Sayville, NY 11782*.

W I T N E S S E T H

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.

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** 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:

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

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

DISTRICT OF LOCATION

Sayville Public Schools
99 Greeley Avenue
Sayville, NY 11782

By:
President, Board of Education
School District

By: Raymond J. Nelson,
President
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
[REDACTED]	[REDACTED]

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				
	<p>2010-2011 Cost of determining whether Special Education Services are to be provided to Parentally-Placed Nonresident Student, [REDACTED] attending Prince of Peace in the Sayville School District.</p> <p>Breakdown of Costs:</p> <table><tr><td>Committee Meeting</td><td>\$289.69</td></tr><tr><td>Evaluations</td><td>698.77</td></tr></table>	Committee Meeting	\$289.69	Evaluations	698.77	
Committee Meeting	\$289.69					
Evaluations	698.77					
	<p style="text-align: right;">TOTAL</p>	<p style="text-align: right;">\$ 988.46</p>				



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

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:

Not an official record; subject to change

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	1	\$1,353.00	\$1,353.00
619	1	616.00	<u>616.00</u>
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)), 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 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-through 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.

South Country Central School District (LEA)

ACLD (ASEP)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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
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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

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

Dear Dr. Ficano:

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>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	1	\$1,353.00	\$1,353.00
619	1	616.00	<u>616.00</u>
		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 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 \$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 2011-12 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-12 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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

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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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<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	<u>205.00</u>
	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 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 2011-12 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-12 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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	618 COUNT	618 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

<u>Section</u>	<u># of Students</u>	<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 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 \$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 2011-12 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2011-12 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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

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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. 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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	5	\$1,353.00	\$ 6,765.00
611 Related Svcs. Only	1	451.00	451.00
619	3	616.00	1,848.00
619 Related Svcs. Only	1	205.00	<u>205.00</u>
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 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.
 - 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	4	\$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 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 \$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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

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

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>	<u># of Students</u>	<u>Per Pupil</u>	<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	<u>205.00</u>
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 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, 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 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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

**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

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	1	\$1,353.00	\$ 1,353.00
619	1	616.00	<u>616.00</u>
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 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.
 - 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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, L.L.C	1	1,353.00	1,353.00	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

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

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>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	1	\$1,353.00	\$1,353.00
619	1	616.00	<u>616.00</u>
		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 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 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 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-through 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.

South Country Central School District (LEA)

Leeway (ASEP)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$205.00	205.00
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Related Services Only	1	451	451.00	1	\$205.00	205.00
Kidz Therapy Services, LLC	1	1,353.00	1,353.00	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Maryhaven Center of Hope	2	1,353.00	2,706.00	0	\$616.00	0.00
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Related Services Only	2	451	902.00	2	\$205.00	410.00
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New Interdisciplinary School	23	1,353.00	31,119.00	23	\$616.00	14,168.00
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NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

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. 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:

<u>Section</u>	<u># of Students</u>	<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 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 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 \$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-through 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)

Madonna Heights (ASEP)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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 Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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

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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

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<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	<u>205.00</u>
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 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 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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
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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

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:

<u>Section</u>	<u># of Students</u>	<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 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 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 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-through 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

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<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 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.

- 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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

Tab #25

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:

Not an official record; subject to change

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

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	2	\$1,353.00	\$2,706.00
619	2	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 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.

- 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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

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. 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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	23	\$1,353.00	\$ 31,119.00
611 Related Svcs. Only	6	451.00	2,706.00
619	23	616.00	14,168.00
619 Related Svcs. Only	6	205.00	<u>1,230.00</u>
	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 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.
 - 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-through 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

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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.

BACKGROUND RATIONALE:

Not an official record; subject to change

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
Atan 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>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	1	\$1,353.00	\$1,353.00
619	1	616.00	<u>616.00</u>
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)), NY Therapy (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H :

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 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-through 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.

South Country Central School District (LEA)

NY Therapy (ASEP)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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:

Not an official record; subject to change

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
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 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 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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

South Country
Central School District

Tab# 29



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:

Not an official record; subject to change

**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:

<u>Section</u>	<u># of Students</u>	<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 Riverhead Charter School (hereinafter Approved Special Education Program (ASEP)).

W I T N E S S E T H :

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.
 - 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-through 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)

By: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
611	8	\$1,353.00	\$10,824.00
619	8	616.00	<u>4,928.00</u>
		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 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 \$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 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-through 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.

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

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	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	1	\$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	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$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	6	451	2,706.00	6	\$205.00	1,230.00
NYSARC, Inc.	1	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 County (RSO)	8	1,353.00	10,824.00	8	\$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	1	\$616.00	616.00
Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

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
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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

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:

<u>Section</u>	<u># of Students</u>	<u>Per Pupil</u>	<u>Sum</u>
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 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 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 \$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-through 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: _____
President, Board of Education

By: _____
President, Board of Education

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

APPROVED PROGRAMS	611 COUNT	611 AID/Pupil	Total 611	619 COUNT	619 AID/Pupil	TOTAL 619
Alternative for Children	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	0	451	0.00	0	\$205.00	0.00
Bilinguals	1	1,353.00	1,353.00	1	\$616.00	616.00
Related Services Only	1	451	451.00	1	\$205.00	205.00
Cleary School For the Deaf	2	1,353.00	2,706.00	0	\$616.00	0.00
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Related Services Only	1	451.00	451.00	1	\$205.00	205.00
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Kidz Therapy Services, LLC	1	1,353.00	1,353.00	1	\$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	1,353.00	1,353.00	1	\$616.00	616.00
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Riverhead Charter School	2	1,353.00	2,706.00	0	\$616.00	0.00
Suffolk County (RSO)	8	1,353.00	10,824.00	8	\$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 Leeway	1	1,353.00	1,353.00	1	\$616.00	616.00
New York Therapy	1	1,353.00	1,353.00	1	\$616.00	616.00
TOTAL STUDENTS/COST	81		98,769.00	65		\$35,108.00

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT											
BOARD OF EDUCATION PERSONNEL AGENDA FOR March 7, 2012											
The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:											
Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
RESIGNATIONS, TERMINATIONS, LEAVES OF ABSENCE, ABOLITIONS											
974	Teacher-Elementary	Unpaid Leave of Absence	Child rearing	n/a	n/a	n/a	n/a	n/a	02/17/12	06/22/12	BRK
975	Coach-Boys Lacrosse Grades 7 & 8 (Spring)	Resignation	Personal- Will be a volunteer coach	n/a	n/a	n/a	n/a	n/a	03/26/12	n/a	BMS
976	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
977	Advisor-Clubs; Variety Set Design	Resignation	Personal	n/a	n/a	n/a	n/a	n/a	09/01/11	n/a	BHS
APPOINTMENTS - FULL TIME AND PART TIME											
978	Assistant Principal	Interim	Replacing	n/a	n/a	n/a	\$600.00 per day	General Fund	03/08/12	06/22/12	FPL
979	Laborer	Probationary	Vacant custodial position	n/a	n/a	As per CSEA Contract	\$31,000.00 to be prorated	General Fund	03/08/12	n/a	DSW
980	Teacher - Special Education	Permanent Substitute	Replacing	n/a	n/a	n/a	\$115.00 per day	General Fund	03/12/12	06/22/12	BRK
981	Teacher-Special Education	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BHS
982	Teacher-Special Education	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BHS
983	Teacher-LOTE	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	BMS
984	Teacher-Elementary	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	KRM
985	Teacher-Reading	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/30/12	n/a	VWC
986	Teaching Assistant	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	06/22/12	n/a	VWC
987	Clerk Typist	Resignation	Retirement	n/a	n/a	n/a	n/a	n/a	01/02/13	n/a	BHS
988	Teacher-Guidance Counselor	Change in tenure date	Due to child bearing leave	Guidance Counselor	12/1/12	n/a	n/a	n/a	12/1/12	n/a	BHS/BMS
989	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
990	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
991	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
992	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
993	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	06/08/12	BHS

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION PERSONNEL AGENDA FOR March 7, 2012

The Superintendent of Schools recommends the Board of Education approve the following in accordance with Education Law and Civil Service Law:

Staff Member	Position	Action	Reason	Tenure Area	Tenure Date	Salary Info	Rate	Funding	Effective Date	Ending Date	Loc.
994	Advisor-Clubs	Variety - Set Design	Replacing	n/a	n/a	As per BTA contract-Shared Stipend	\$811.50	General Fund	09/01/11	06/30/12	BHS
995	Advisor-Clubs	Variety - Set Design	Replacing	n/a	n/a	As per BTA contract-Shared Stipend	\$811.50	General Fund	09/01/11	06/30/12	BHS
996	Coach	Boys Lacrosse Grades 7 & 8 (Spring)	Replacing	n/a	n/a	As per BTA contract	\$2,829.00	General Fund	03/26/12	06/30/12	BMS
997	Volunteer- Coach	Boys Lacrosse Grades 7 & 8 (Spring)	Replacing	n/a	n/a	n/a	n/a	n/a	03/26/12	06/30/12	BMS
998	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
999	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
1000	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
1001	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
1002	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
1003	Substitute Teacher (Certified)	-	Annual Appointment	n/a	n/a	n/a	\$95.00 per day	General Fund	03/08/12	06/22/12	DSW
1004	Substitute Teaching Assistant	-	Annual Appointment	n/a	n/a	n/a	\$9.75 per hour	General Fund	03/08/12	06/22/12	DSW
1005	Substitute Aide	-	Annual Appointment	n/a	n/a	n/a	\$9.00 per hour	General Fund	03/08/12	06/22/12	DSW
1006	Substitute Teaching Assistant	-	Annual Appointment	n/a	n/a	n/a	\$9.75 per hour	General Fund	03/08/12	06/22/12	DSW
1007	Substitute Aide	-	Annual Appointment	n/a	n/a	n/a	\$9.00 per hour	General Fund	03/08/12	06/22/12	DSW
1008	Substitute Custodian	-	Annual Appointment	n/a	n/a	n/a	\$11.00 per hour	General Fund	03/08/12	06/22/12	DSW

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.¹ 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.

¹ Notice and dissemination can vary by district except with respect to the Code of Conduct and provision of a summary of this policy.

