

AGREEMENT FOR CONSULTANT SERVICES

for

Erie 1 BOCES, the Facilitator Center for Title II, Part A

to provide services to

**St. John the Baptist School, Mount St. Mary Academy, St. Joseph Collegiate Institute,
St. Andrew's Country Day School, Heritage Centers/NYSARC, Cardinal O'Hara School and
The Diocese of Buffalo**

THIS IS AN AGREEMENT, made this 1st day of September, 2015, by and between the **Kenmore, Town of Tonawanda Union Free School District**, having its principal office at 1500 Colvin Boulevard, Kenmore, NY 14223 hereinafter referred to as the "**District**", and **Erie 1 Board of Cooperative Educational Services**, hereinafter referred to as "**Erie 1 BOCES**", having the principal office at 355 Harlem Road, West Seneca, New York, 14224.

Section 1. Term

Erie 1 BOCES shall commence performance of the services required under this Agreement on or about September 1, 2015 and complete the services no later than August 31, 2016, unless the parties agree in writing to an extension of the time for performance.

Section 2. Scope of Services & Contract Documents.

(a) Erie 1 BOCES shall perform the following services in a manner satisfactory to the District's Authorized Agent in an effort to assist in coordinating the Title II, Part A professional development activities of the non-public/private schools located within the geographical boundaries of the LEA; and to help reduce the overall administrative expense of the District in providing said professional development activities:

i. Upon request of:

1. St. Joseph's Collegiate Institute
2. Mount St. Mary Academy
3. St. John the Baptist School
4. St. Andrew's Country Day School
5. Heritage Centers/NYSARC
6. Cardinal O'Hara High School
7. The Diocese of Buffalo and
8. Kenmore-Town of Tonawanda Union Free School District

Erie 1 BOCES will act as a Facilitator Center to provide Title II, Part A professional development services as part of a consortium of public and non-public schools within Western New York.

- ii. Erie 1 BOCES will be responsible for reviewing the non-public/private Statement of Services Requested and ensuring that it is aligned with New York State Department of Education's initiatives, including but not limited to implementing the Common Core Learning Standards, assessments and data driven instruction.
- iii. Based on the non-public/private school's Statement of Services Requested, Erie 1 BOCES will also be responsible for providing direct staff development to the staff of the non-public/private school that is aligned with the State Education Department initiative, as stated above.

- iv. Non-public/private staff will be eligible to participate in Erie 1 BOCES consortium activities that meet the needs of the school.
 - v. Erie 1 BOCES will work with the non-public/private school to create a preliminary work plan/summary of activities and/or professional development opportunities that will provide an overview of current year activities which will be sent to the District by Erie 1 BOCES. The non-public/private school will request in writing that the non-public/private school's allocation be assigned to Erie 1 BOCES. A copy of this letter can be found in Exhibit A.
 - vi. Erie 1 BOCES will provide a report to the District, on an annual basis, that details the specific services and/or activities in which the specific non-public/private school's staff participated. Money provided to Erie 1 BOCES will be accounted for in the District's name. This report will include money not used in the current year which will be rolled over and may be used to support the new year activities, along with any additional money that may be accounted for in future year contracts. However, it is clearly understood that said funds remain the property of the District and that in the event the District terminates services with Erie 1 BOCES, or request the money back at the end of the contract term, the money will be returned to the District.
- (b) In order to enable Erie 1 BOCES to perform these services, the nonpublic/private school shall provide Erie 1 BOCES and the District with a Statement of Services Requested (Exhibit B)
- (c) Erie 1 BOCES shall issue quarterly invoices to the District during the term of this Agreement. During the term of the Agreement, Erie 1 BOCES will monitor the available funds and will notify the District of the balance of funds available as of August 31, 2015, if any.

Section 3. Authorized Agents & Notice of Claims.

- a) The District designates:
- ~~Margaret Weglarski~~ **Christine Ljungberg**
Kenmore, Town of Tonawanda UFSD
1500 Colvin Blvd.
Kenmore, NY 14223
- b) ERIE 1 BOCES designates:
- Jim Fregelette, Executive Director of Finance
Erie 1 Board of Cooperative Services
355 Harlem Road
West Seneca, New York, 14224

as the Authorized Agent of the District and Erie 1 BOCES for exchange of all communications pursuant to this Agreement. In the event that Erie 1 BOCES seeks to terminate the Agreement, or to pursue a claim based upon the Agreement, written notice shall also be provided to the above named designee. Any claim shall be subject to the notice and time requirements of New York Education Law § 3813.

Section 4. Fee & Terms of Payment.

The District shall pay Erie 1 BOCES (the facilitator center) the following amounts for full performance of professional development activities:

1. St. John the Baptist School	\$8922.00
2. Mount St. Mary Academy	\$9074.00
3. St. Joseph's Collegiate Institute	\$21,957.00
4. Andrew's Country Day School	\$7617.00
5. Heritage Centers/NYSARC	\$6079.00
6. Cardinal O'Hara High School	\$6951.00

TOTAL \$ 60,600.00 ✓

This amount is inclusive of all cost associated with professional development materials and activities attended by the staff of the nonpublic/private school.

Section 5. Contract Deemed Executory.

This Agreement shall be deemed executory only to the extent of funds appropriated by the Board of Education, and made available by the District for the purpose of this agreement, and no liability on account thereof shall be incurred by the District beyond the amount of such funds. It is understood and agreed that neither this agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the District to request, appropriate or make additional funds available for the purpose of this Agreement.

Section 6. Records.

- a) In the course of performance of this Agreement with the District, Erie 1 BOCES may have need and eligibility for access to certain restricted records of the District, such as student records; or may come into contact with such records by error or inadvertence. It is understood and agreed that the District's Board of Education and non-public schools' student, health and employment records shall be maintained by and remain the property of the Board of Education. Access to student records shall be governed by Family Educational Rights and Privacy Act (FERPA) and NYS Education Law 2d; and access to all District records is subject to all other applicable state and federal laws. Erie 1 BOCES, its officers, employees and agents shall be responsible for maintaining privacy protocols meeting or exceeding all applicable State or federal laws and regulations, including FERPA, with reference to the performance of their duties and the preparation, maintenance and control of records created or used in the performance of the contract; and shall immediately report any inadvertent access to the District and return any such record and all copies thereof to the District.
- b) Erie 1 BOCES shall not release any personal or confidential information of any student of the District to any third party. This personal or confidential information includes but is not limited to student identification numbers, student social security numbers, psychological or educational records of students, and medical records of students. At the conclusion of the term of this Agreement any personal or confidential information of any student of the District collected by Erie 1 BOCES shall be returned to the District.

Section 7. Equipment, Materials and Supplies.

Unless specified elsewhere in this Agreement, all equipment, materials and supplies necessary to perform the services required by this Agreement shall be purchased pursuant to guidelines which are provided by the state for the use of Title IIA funds. Each non-public/private school will write a rationale for the purchase of any equipment, materials and supplies they are requesting. The rationale will be kept on file with Erie 1 BOCES and will be available to the District upon request. All equipment, materials and supplies belong to the district and will be inventoried as such. The physical location of the equipment, materials and supplies will be inventoried at the non-public school.

Section 8. Termination of Contract.

- a) Each party has the right to terminate this agreement during the term, with thirty days written notice to the other party sent by U.S. Postal Service certified mail, return receipt requested, at the address indicated below.

- b) In the event that the District determines, in its sole discretion, that Erie 1 BOCES has failed to perform services required in this agreement in a timely manner; or is performing at a level which does not meet the quality expectations of the Agreement and/or the performance standards applicable to Erie 1 BOCES's industry; or has otherwise committed a material breach, the District may terminate the Agreement immediately by providing written notice sent by U.S. Postal Service certified mail, return receipt requested, at the address indicated below. In the event of such termination, the District's liability under the Agreement shall be limited exclusively to the fair market value of work performed as of the date of termination, under the principles of *quantum meruit*.

Section 9. Status as Independent Contractor.

Erie 1 BOCES represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the District, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the District.

Section 10. Tax.

As the District is exempt from paying excise or sales taxes of any jurisdiction, the District will not accept or pay any invoices or vouchers for such taxes.

Section 11. Equal Employment Opportunity.

Erie 1 BOCES agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Erie 1 BOCES also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

Section 12. Workers' Compensation.

Erie 1 BOCES shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of Erie 1 BOCES's residence,

whichever may apply. Upon request, Erie 1 BOCES shall provide proof acceptable to the District, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if Erie 1 BOCES has no employees, or if Erie 1 BOCES's employees are not required to be covered by Workers' Compensation.

Section 13. Compliance with All Laws.

- a) Erie 1 BOCES agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of Erie 1 BOCES to comply with applicable laws may, at the discretion of the District, be deemed to constitute a material breach of the Agreement.
- b) If the performance of this Agreement requires Erie 1 BOCES or his/her/its employees or agents to be in contact with students of the District and/or non-public school(s) stated above or to perform services on school campuses, Erie 1 BOCES will comply with all State and federal rules and regulations relating to child protection in effect during the term of the Agreement, which may include submitting to fingerprinting and criminal record clearance. If during the term of this Agreement Erie 1 BOCES learns that Erie 1 BOCES or any employee, volunteer or agent of Erie 1 BOCES has been convicted of a child abuse crime, Erie 1 BOCES shall immediately notify the District's designee. The District reserves the right to deny access by the convicted individual(s) to district students. Failure of ERIE 1 BOCES to comply with applicable laws may, at the discretion of the District, be deemed to constitute a material breach of the Agreement.

Section 14. ERIE 1 BOCES's Liability: Defense, Indemnification & Insurance.

- a) Except as set forth in Section 2 above, Erie 1 BOCES hereby agrees to defend and indemnify the District against any and all claims, suits and liability which the District may incur in consequence of the intentional wrongful act or negligent act or omission of Erie 1 BOCES. If a claim or suit is brought against the District for which Erie 1 BOCES may be responsible, in whole or in part, then Erie 1 BOCES shall be notified and shall handle or participate in the handling of the defense of such matter.
- b) If the Request for Proposals or bid documents required general liability or other insurance, Erie 1 BOCES shall provide a Certificate of Insurance and shall provide evidence in a form satisfactory to the District that the Board of Education and the District are listed as additional named insureds on such policies. Failure to maintain any required insurance contract in full force and effect during the term of this Agreement, or failure to maintain the Board of Education and the District as additional named insureds on such policies shall be deemed to be a material breach of contract.

Section 15. Audit.

Upon the District's demand without prior notice during normal business hours, Erie 1 BOCES shall provide to the District within seven business days, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this agreement up to three (3) years after termination of agreement without cost to the District.

Section 16. Applicable Law, Venue & Dispute Resolution.

This Agreement shall be governed by and under the laws of the State of New York without reference to its conflict of laws principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be a New York State court of competent jurisdiction sitting in Erie County, New York. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

Section 17. Non-Waiver.

In the event that the terms and conditions of this Agreement are not strictly enforced by the District or by Erie 1 BOCES, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the parties from enforcing each and every term of this Agreement thereafter.

Section 18. Severability.

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 19. Execution of Contract.

This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine, including signatures transmitted by fax shall be deemed to be originals for all purposes.

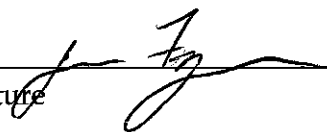
Section 20. Extent of Agreement.

This Agreement contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement may not be amended, terminated (except as provided above) or modified orally or by any course of conduct or usage of trade but only by the mutual written agreement of the parties. Any references to this Agreement shall be deemed to include all renewals.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ERIE 1 BOCES

KENMORE-TOWN OF TONAWANDA UFSD

Signature 

Signature

James Fregelette
Executive Director
Finance and Information Systems
Date:

Print Name
Date:

OK per Title II-A budget Mungberg



CARDINAL O'HARA

High School

August 4, 2015

Dawn Mirand
Kenmore - Town of Tonawanda, USFD
1500 Colvin Blvd.
Town of Tonawanda, NY 14150

Dear Dear Ms. Mirand,

This is to notify you that Cardinal O'Hara High School wishes to have its allocation for the 2015-2016 Title IIA Professional Development Program put in code 49 on your FS-10 form for the purpose of purchasing services from Erie 1 BOCES.

Cardinal O'Hara High School will be using their Title IIA funds for professional development provided by Erie 1 BOCES. The professional development activities, which are aligned with NYS RTTT initiatives (Standards, Assessment, Data Driven Instruction, Great Teachers and Leaders), will be made available for teachers and principals. In particular, we will use funds to target teaching and learning strategies that will help students meet the goal of NYSED of college and career readiness.

We will be using Title IIA funds for workshop conferences and professional development resources. Staff and administrators who attend these events will take what they have learned back to their buildings or classrooms and implement or share strategies with students and other faculty. We will focus on teaching and learning strategies that engage students in meaningful work. The workshops and or conference will also emphasize the importance of a positive learning environment that promotes success and meets the needs of our diverse population. The workshops and or conference will continually reinforce the value of education and recognize and reward student achievement.

Programs will be assessed by comparing pre and post test results from unit tests, state assessments, and standardized tests. We will also use input from teachers, students, and parents.

In the event that our school should close at some point due to closings or consolidations, any resources purchased with these funds will be returned to the district.

Sincerely,

Mary Holzerland, Principal

C: Barbara MocarSKI, Erie 1 BOCES
Christian Riso, Department of Catholic Education



24 August 2015

Ms. Dawn Mirand
Superintendent, Kenmore-Town of Tonawanda
1500 Colvin Blvd.
Tonawanda, NY 14223

Dear Ms. Mirand,

This is to notify you that Saint Joseph's Collegiate Institute wishes to have its allocation for the 2015-2016 Title IIA Professional Development Program put in code 49 on your FS-10 form for the purpose of purchasing services from Erie I BOCES.

Saint Joseph's Collegiate Institute will be using their Title IIA funds for professional development provided by Erie I BOCES. The professional development activities, which are aligned with NYS RTTT initiatives (Standards, Assessment, Data Driven Instruction, Great Teachers and Leaders), will be made available for teachers and principals. In particular, we will use funds to target teaching and learning strategies that will help students meet the goal of NYSED of college and career readiness.

We will be using Title IIA funds for workshop conferences and professional development resources. Staff and administrators who attend these events will take what they have learned back to their buildings or classrooms and implement or share strategies with students and other faculty. We will focus on teaching and learning strategies that engage students in meaningful work. The workshops and or conference will also emphasize the importance of a positive learning environment that promotes success and meets the needs of our diverse population. The workshops and or conference will continually reinforce the value of education and recognize and reward student achievement.

Programs will be assessed by comparing pre and post test results from unit tests, state assessments, and standardized tests. We will also use input from teachers, students, and parents.

In the event that our school should close at some point due to closings or consolidations, any resources purchased with these funds will be returned to the district.

Sincerely,

A handwritten signature in black ink, appearing to read "Brother Christopher J. Belleman, FSC".

Brother Christopher J. Belleman, FSC

C: Barbara MocarSKI, Erie 1 BOCES
Christian Riso, Department of Catholic Education



MOUNT ST. MARY ACADEMY

July 6, 2015

Dawn Mirand
Superintendent
Kenmore-Town of Tonawanda UFSD
1500 Colvin Boulevard
Buffalo, NY 14223

Dear Ms. Mirand,

This is to notify you that Mount St. Mary Academy wishes to have its allocation for the 2015-2016 Title IIA Professional Development Program put in code 49 on your FS-10 form for the purpose of purchasing services from Erie I BOCES.

Mount St. Mary Academy will be using their Title IIA funds for professional development provided by Erie 1 BOCES. The professional development activities, which are aligned with NYS RTTT initiatives (Standards, Assessment, Data Driven Instruction, Great Teachers and Leaders), will be made available for teachers and principals. In particular, we will use funds to target teaching and learning strategies that will help students meet the goal of NYSED of college and career readiness.

We will be using Title IIA funds for workshop conferences and professional development resources. Staff and administrators who attend these events will take what they have learned back to their buildings or classrooms and implement or share strategies with students and other faculty. We will focus on teaching and learning strategies that engage students in meaningful work. The workshops and or conference will also emphasize the importance of a positive learning environment that promotes success and meets the needs of our diverse population. The workshops and or conference will continually reinforce the value of education and recognize and reward student achievement.

Programs will be assessed by comparing pre and post test results from unit tests, state assessments, and standardized tests. We will also use input from teachers, students, and parents.

In the event that our school should close at some point due to closings or consolidations, any resources purchased with these funds will be returned to the district.

Sincerely,

Dawn M. Riggie
Principal

C: Barbara Mocariski, Erie 1 BOCES ✓
Christian Riso, Department of Catholic Education
3756 Delaware Avenue, Kenmore, New York 14217
TELEPHONE: 716-877-1358 FAX: 716-877-0548 www.mt-st-marys.org

COPY



1085 Englewood Avenue Buffalo, New York 14223-1982
(716) 877-6401 Fax (716) 877-9139 Visit us at www.stjohnskenmore.com

"Teaching Minds, Touching Hearts, Transforming Lives"

July 2, 2015

Dawn F. Mirand
Ken-Ton UFSD Superintendent
1500 Colvin Blvd.
Buffalo, New York 14223

Dear Dawn,

This is to notify you that St. John the Baptist School wishes to have its allocation for the 2015-2016 Title IIA Professional Development Program put in code 49 on your FS-10 form for the purpose of purchasing services from Erie 1 BOCES.

St. John the Baptist School will be using their Title IIA funds for professional development provided by Erie 1 BOCES. The professional development activities, which are aligned with NYS RTTT initiatives (Standards, Assessment, Data Driven Instruction, Great Teachers and Leaders), will be made available for teachers and principals. In particular, we will use funds to target teaching and learning strategies that will help students meet the goal of NYSED of college and career readiness.

We will be using Title IIA funds for workshop conferences and professional development resources. Staff and administrators who attend these events will take what they have learned back to their buildings or classrooms and implement or share strategies with students and other faculty. We will focus on teaching and learning strategies that engage students in meaningful work. The workshops and or conference will also emphasize the importance of a positive learning environment that promotes success and meets the needs of our diverse population. The workshops and or conference will continually reinforce the value of education and recognize and reward student achievement.

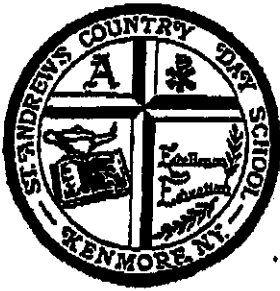
Programs will be assessed by comparing pre and post test results from unit tests, state assessments, and standardized tests. We will also use input from teachers, students, and parents.

In the event that our school should close at some point due to closings or consolidations, any resources purchased with these funds will be returned to the district.

Sincerely,


Cynthia Jacobs
Principal

C: Barbara Mocariski, Erie 1 BOCES
Christian Riso, Department of Catholic Education



St. Andrew's Country Day School

1545 Sheridan Drive
 Kenmore, New York 14217
 Telephone: 716-877-0422
 Fax: 716-877-3973
 www.standrewsecls.org

July 20, 2015

Nurturing the Whole Child

Dawn Mirand
 Kenmore Town of Tonawanda UFSD
 1500 Colvin Blvd
 Buffalo, NY 14223

Dear Dawn Mirand,

This is to notify you that St. Andrew's Country Day School wishes to have its allocation for the 2015-2016 Title IIA Professional Development Program put in code 49 on your FS-10 form for the purpose of purchasing services from Erie I BOCES.

St. Andrew's Country Day School will be using their Title IIA funds for professional development provided by Erie I BOCES. The professional development activities, which are aligned with NYS RTTT initiatives (Standards, Assessment, Data Driven Instruction, Great Teachers and Leaders), will be made available for teachers and principals. In particular, we will use funds to target teaching and learning strategies that will help students meet the goal of NYSED of college and career readiness.

We will be using Title IIA funds for workshop conferences and professional development resources. Staff and administrators who attend these events will take what they have learned back to their buildings or classrooms and implement or share strategies with students and other faculty. We will focus on teaching and learning strategies that engage students in meaningful work. The workshops and or conference will also emphasize the importance of a positive learning environment that promotes success and meets the needs of our diverse population. The workshops and or conference will continually reinforce the value of education and recognize and reward student achievement.

Programs will be assessed by comparing pre and post test results from unit tests, state assessments, and standardized tests. We will also use input from teachers, students, and parents.

In the event that our school should close at some point due to closings or consolidations, any resources purchased with these funds will be returned to the district.

Sincerely,

Dr. Kathy Dimitrievski

C: Barbara MocarSKI, Erie I BOCES
 Christian Riso, Department of Catholic Education

Accredited by Middle States Association of Colleges and School



September 11, 2015

To whom it may concern,

The following schools joined the Title IIA Shared Services Consortium through Erie 1 BOCES, as the Facilitator Center for the 2014-2015 school year:

- Cardinal O'Hara High School
- Heritage Centers/NYSARC
- Mount St. Mary Academy
- St. Amelia School
- St. Andrew's Country Day School
- St. John the Baptist School
- St. Joseph's Collegiate Institute

By joining the consortium, the non-public school is assigning their allocated funds to the Title IIA Shared Service Consortium. As a member of the Title IIA Shared Services Consortium, the consortium uses the allocations to address the professional development needs of the nonpublic school(s). The following is a list of workshops that were supported and attended by the teachers of the schools listed above:

iPad Classroom Beginner - Aug. 19 and Aug. 20, 2014	St. Joseph Collegiate Inst.
AR in Education - October 14, 2014	Mt St. Mary Academy
Sketch-Up - October 16, 2014	Mt. St. Mary Academy
Google Drive to Enhance Instruction - October 21, 2014	Mt. St. Mary Academy
After the Flip: Maximizing Your Class Time - Oct. 27, 2014	Mt. St. Mary Academy
Jackson Center Social Studies Conference - October 28, 2014	Mt. St. Mary Academy
Technology Boot Camp - November 3, 2014	Mt. St. Mary Academy
Literacy Standards in the Non-ELA Classroom - Nov. 13 & Dec. 4, 2014	Mt. St. Mary Academy
STEM-January 15, 2015	Mt. St. Mary Academy
Google Literature Trips - April 14, 2015	Mt. St. Mary Academy
Presidential Bus Tour - April 28, 2015	Mt. St. Mary Academy
Technology Assessment Series: Part 1 - May 8, 2015	Mt. St. Mary Academy
Scoring 2015 NYS CC Geometry - June 3, 2015	Mt. St. Mary Academy
Google Literature Trips - July 21, 2015	St. Andrews
Setting up your Google Classroom - July 28, 2015	St. Joseph's Colligate Institute
Google Classroom Resource Development - July 29, 2015	St. Joseph's Colligate Institute



Minecraft EDU - August 3 & August 4, 2015	St. Andrews
Getting Started with Google Classroom - August 17, 2015	Mt. St. Mary Academy St. Andrews
APSI-June 29-July 2, 2015	Mt. St. Mary Academy
In-School Professional Development	
STEAM-August 21, 2015	St. Amelia St. John the Baptist School
Elementary ELA-August 25, 2015	St. Amelia St. Andrews
Middle School ELA-August 26, 2015	St. John the Baptist School
Creating Thinkers-August 26, 2015	St. Amelia St. John the Baptist School
Math Modules-August 21, 2015	St. Amelia St. John the Baptist School

Some questions arose regarding the new guidance from NYSED. We have attached a FAQ that may answer any questions you may have regarding the Title IIA Shared Services Consortium at <https://www.e1b.org/TrainingWorkshops/CurriculumInstructionAssessment/E1BTitleIIConsortium.aspx>.

As per our contract the following schools have excess money that they will roll over to the 2015-2016 school year.

Cardinal O'Hara High School- \$10,438	Mount St. Mary Academy - \$3,212
St. Amelia School - \$.08	St. Andrew's Country Day School - \$1,943
St. John the Baptist School - \$8,051.85	St. Joseph's Collegiate Institute - \$58,173
Heritage Centers/NYSARC-\$13,038	

If you have any questions regarding the contract, finances and Title IIA Shared Services Consortium, please contact Mike Amici at (716) 821-7532 or at mamici@e1b.org

Sincerely,

Michael Amici
Technology Coordinator

Title IIA Shared Service Consortium

Q & A

Regarding issues that came out of NYSED audits of Title II, Part A funds

Because each LEA (school district) contracts with Erie 1 BOCES as the facilitator center to provide professional development services covered under the rules and regulations of Title II, Part A, there are certain things that are allowed for a BOCES that are not for NYSCIRS - New York State Coalition for Independent and Religious Schools. It is believed that the auditors applied the same rules to the BOCES as they did for the NYSCIRS.

Below are some of the questions that have been posed because of the audits:

1. Can an LEA (school district) assign a non-public's complete allocation to Erie 1 BOCES as the facilitator Center?

Yes. Each LEA enters into a contractual agreement with Erie 1 BOCES which allows the non-public schools in their geographical boundaries to join and allocate all of their funds to the Title IIA Shared Services Consortium. Because of this obligation, Erie 1 BOCES will work with the non-public/private school to create a preliminary work plan/summary of activities and/or professional development opportunities that will provide an overview of current year activities which will be addressed to the District and signed by the non-public/private school requesting that the non-public/private school's total allocation be assigned to Erie 1 BOCES.

2. Can BOCES invoice the LEA (school district) for the non-public's allocation even though services may not have been completed?

Yes. According to NYS Field Memo #01-2013

http://www.p12.nysed.gov/accountability/T2/pdfs/FinalGuidance_Feb0113_FacCenters_nonpubs.pdf) Federal requirements do not specify any particular time period; however, a facilitator center operated through a BOCES may request a payment cycle outlined in the contract agreement that is amenable to the LEA and the BOCES. Erie 1 BOCES bills on a ten month schedule. Each LEA will be billed 1/10 of the total allocation for each of its non-public schools.

3. If an LEA sponsors a workshop for the benefit of School A but no one from School A ends up attending the workshop, can the LEA require the return of those Title IIA funds for other approved use?

No. As part of the agreement as a member of the Title IIA Shared Services Consortium, BOCES has already incurred the costs related to the workshop and expended the necessary funds

4. What happens if there is unspent money for a non-public school at the end of the grant's fiscal year?

Erie 1 BOCES will provide a report to the District, on an annual basis, that details the specific services and/or activities in which the specific non-public/private school's staff participated. Money provided to Erie 1 BOCES will be accounted for in the District's name. Money not used in the current year will be rolled over, consistent with what is allowed under the Title II, Part A grant (100% of unused funds may be rolled over) and may be used to support the new year activities, along with any additional money that may be accounted for in future year contracts. However, it is clearly understood that said funds remain the property of the District and that in the event the District terminates services with Erie 1 BOCES, or request the money back at the end of the contract term, the money will be returned to the District. However, any remaining funds that had been allocated for a particular non-public school will remain funds for that non-public school to use on professional development activities for as long as the period of accessibility applies. Funds that were unused because a private school closed or because the

period of availability to the private school passed must be returned to the LEA Title IIA allocation to be redistributed among all existing private schools plus the public school.

5. Can non-public schools from different LEAs (school districts) co-mingle funds?

No. Prior to the start of each year, Erie 1 BOCES meets with Title IIA Shared Services Consortium members to determine their professional development needs. Once this is established, the Non-public schools that are a part of the Title IIA Shared Services Consortium sponsor workshops for their staff to attend. If space or seats are available then other non-public schools in the consortium can take advantage of the workshop. By structuring the professional development this way provides more opportunities for every non-public school. All of our workshops are geared toward CCLS, the NYS Learning Standards, instructional strategies, technology integration and curriculum and assessment work. If any other workshops are added throughout the year that would meet the professional development needs of the consortium's members, these are also offered to non-public schools to sponsor and attend.

6. What if the LEA (school district) recalculates the allocations for their non-public schools and determines that the allocation for the non-public school's allocation is lower than what they have given them as their allocation. Can the LEA ask the non-public school to return the overage?

No. A LEA (school district) may give a non-public school more money than the calculated allocation; they just can't give them less. Once the allocation is given to the non-public school, the LEA may not ask for the overage back. There is no penalty for an LEA to overprovide services to non-public schools.

7. If a LEA (school district) recalculates the allocations for their non-public schools and determines that the allocation for the non-public school's allocation is lower than what they have given them, can the LEA make adjustment in the current year reducing the allocation?

It depends. If an LEA recalculates allocations leading to overprovision of services PRIOR to the time that services were negotiated or provided, the LEA may recalculate and notify the private school of the change and, through consultation, adjust the service agreement accordingly. If an LEA chooses to recalculate after services have been promised/negotiated with a private school (but prior to delivery), consultation is essential to negotiate any changes in the provision of services. If the LEA wishes to recalculate after services have been provided to the private school, the LEA may not reduce the amount of funds used to provide services (See #6 above).

8. Is there a new calculation formula for 2014-15 Title II, Part A funds?

No.