

Colchester School Board

Meeting Agenda and Packet

June 11, 2019

**Colchester School District
Board of Education Special Meeting Agenda
Central Office Conference Room
June 11, 2019
5:30 PM**

WORK SESSION AGENDA

- I. Call to Order**
- II. Approval of Individuals with Disabilities Education Improvement Act-B Assurances** **Action**
- III. Approval for Purchase of Playground Equipment for Preschool at MBS** **Action**
- IV. Board of Education Retreat** **Discussion**
- V. Adjournment**

LOCAL EDUCATION AGENCY PLAN

ASSURANCES

FOR THE INDIVIDUALS

WITH DISABILITIES

EDUCATION ACT

PART B

FOR FISCAL YEAR 2019

Please upload the completed Local Education Agency Plan to GMS. All 10 pages must be uploaded. The plan must be uploaded as a single PDF.

SUPERVISORY UNION:

IDEA-B GRANT APPLICATION FOR FY-2019

LEAP ASSURANCES TABLE OF CONTENTS

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**Assurances Regarding Implementation during
State Fiscal Year 2019
for
Part B of the
Individuals with Disabilities Education Improvement Act,
As Passed in 2004
With implementing federal regulations effective October 13, 2006
and
State Board of Education Rules Effective June 10, 2010**

For the purposes of implementing provisions of the Individuals with Disabilities Education Improvement Act (IDEA) of 2004, the

(Type name of supervisory union or school district)

assures that throughout the period of the grant award, this supervisory union/school district will comply with the requirements of the IDEA-B, Subpart C- Local Educational Agency Eligibility. An LEA is eligible for assistance under Part B of the Act for a fiscal year if the Agency submits a plan that provides assurances to the State Educational Agency that the LEA meets each of the conditions in §§300.201 through 300.213, authority: 20 U.S.C. 1413(a).” (34 CFR § 300.200).

The supervisory union/school district assures that it will provide the Agency with information necessary to complete the Annual Performance Report. This will enable the Agency to carry out its duties under Part B of the Act, including providing information relating to the performance goals and indicators that the Agency must annually report to the Secretary of the U.S. Office of Education and the public. (34 CFR §§ 300.211 and 300.157)

The supervisory union/school district assures that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared, subject to the requirements of 34 CFR § 300.156 (related to personnel qualifications) and section 2122 of the Elementary and Secondary Education Act (ESEA). (34 CFR § 300.207)

Assurances concerning purchase of instructional materials:

(a) The supervisory union/school district assures that if it chooses to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, it must acquire those instructional materials in the same manner, and subject to the same conditions as the Agency under §300.172.

(b) Rights of supervisory union/school district.

- (1) Nothing in this section shall be construed to require an LEA to coordinate with the NIMAC.
- (2) If the supervisory union/school district chooses not to coordinate with the NIMAC, the supervisory union/school district provides an assurance to the Agency that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
- (3) Nothing in this section relieves a supervisory union/school district of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats, but are not included under the definition of blind or other persons with print disabilities in §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner. (34 CFR § 300.210) (Authority: 20 U.S.C. 1413(a)(6))

The supervisory union/school district assures that it will cooperate in the Secretary's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children. (34 CFR § 300.213) (Authority: 20 U.S.C. 1413(a)(9))

The supervisory union/school district assures that it will make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the agency under Part B of the Act. (34 CFR § 300.212) (Authority: 20 U.S.C. 1413(a)(8))

The supervisory union/school district assures that in providing for the special education of children within its jurisdiction it shall have in effect policies, procedures, and programs that are consistent with the IDEA of 2004, Vermont statutes, and the State Board of Education's special education regulations, policies and procedures. (34 CFR § 300.201) (Authority: 20 U.S.C. 1413(a)(1))

Option to Adjust Local Maintenance of Effort Requirement:

The supervisory union

_____ elects

_____ elects not

to exercise the provision under 34 CFR § 300.205 for fiscal year 2018-2019 concerning the adjustment of local maintenance of effort requirement. For any fiscal year in which the allocation of the IDEA-B basic grant funds for the supervisory union exceeds the allocation for the previous fiscal year, the supervisory union may reduce the level of expenditures from other funds by not more than 50 percent of the increase. If the supervisory union elects to reduce the level of expenditures as allowed above,

- the supervisory union **shall** use an amount of local funds equal to the reduction in maintenance of effort to carry out activities authorized under the Elementary and Secondary Act of 1965 as amended and
- the amount of funds so used decreases the amount of funds that the supervisory union can use for early intervening services as defined in IDEA 2004 for student’s grades K-12 with emphasis on grades K-3.

Limitation on the exception to the local maintenance of effort requirements: If the Vermont Agency of Education has determined that the supervisory union is not meeting the requirements of IDEA Part B, including the targets in the state’s performance plan, the SEA shall prohibit the supervisory union from reducing its maintenance of effort as allowed above for any fiscal year. (34 CFR §300.205(c))

(Type name of the Superintendent who has authority to make all assurances above on behalf of the school board)

(Signature)

(Date)

Use of IDEA Part B Funds**Excess Cost Provision §300.202**

In order for a supervisory union to be eligible to use IDEA-B funds, it must spend the average per pupil expenditures for its elementary and secondary special education students from State and “local” (Education Spending) funds. The supervisory union assures the amount it will spend from IDEA-B funds will be in excess of the average per pupil expenditure amount and will be used for providing special education and related services to children with disabilities. In order to make this assurance, the supervisory union has reviewed the information submitted on the “Supplement to IDEA-B Local Education Agency Plan for FY-2018” and ascertained that the supervisory union will be able to document compliance with the excess cost provision for FY-2018. The supervisory union assures it will submit the required documentation prior to the close of the grant year.

General Requirements Concerning Use of Grant Funds

The budget which is in a separate document indicates how this supervisory union proposes to use “IDEA-B Flow Through” funds for children ages 3 up to the 22nd birthday, for the period July 1, 2018 through June 30, 2019. These funds cannot be used for costs incurred prior to the date the Agency of Education receives this application in substantially approvable form. A separate budget is submitted for IDEA-B Pre-School funds for children ages 3 up to the 6th birthday. Both budgets detail how the funds will be spent and how those expenditures relate to providing special education and related services for children with disabilities or other expenditures allowed under the IDEA.

Proportionate Share Funding Requirement

For both the IDEA-B Basic and Pre-School Flow Through Grants, an amount is required to be set aside for children enrolled in private or independent schools by their parents when the school is located within the geographic boundaries of the supervisory union. The portion of the supervisory union’s IDEA-B FY-2019 Basic and Pre-School allocation that must be used for the provision of special education and related services to parentally placed students eligible for special education is calculated as the number of eligible parentally placed students to the total number of eligible students.

The amount to be budgeted for services to parentally placed students include the portion calculated above of the FY-2019 allocation and any carryover of the proportionate share funds from FY-2018 allocation. Budget items relating to use of these proportionate share funds in the FY-2019 application must indicate how the supervisory union plans to serve privately placed eligible students with disabilities on services plans.

Participating Districts

Identify the chairperson of Supervisory Union and each member School District and give the name and address of each district on whose behalf this application is being submitted (**attach additional sheet, if necessary**). Use the first box for the supervisory union/district and the rest for the member school districts.

Name of Supervisory Union	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #

Participating Districts (continued)

Identify the chairperson of Supervisory Union and each member School District and give the name and address of each district on whose behalf this application is being submitted (**attach additional sheet, if necessary**). Use the first box for the supervisory union/district and the rest for the member school districts.

Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #

Non-Participating Districts

Identify the chairperson and give the name and address of any member school districts in the Supervisory Union, which has voted Not to participate in the submission of this application*.

Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued) Phone #	Address (Continued) Phone #

*(A decision not to accept IDEA-B funds does not absolve a district from its responsibility to meet the requirements of the Individuals with Disabilities Education Improvement Act of 2004.)

Statement of Authorization

This is to certify that the school board(s) of the participating school districts comprising the _____ Supervisory Union/District has/have duly authorized the Superintendent of Schools to accept and administer IDEA-B grants.

(Signature of Chairperson of Supervisory Union/District School Board)

(Date)

(Typed Name of Chairperson)



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0071182072

Project: R0071_43385804452_01

Prepared For:

Rick Johnson
colchester school dept
PO BOX 27
609 Blakley Road
Colchester, VT 05446
(802) 355-9558 (phone)

Project Name & Location:

Prepared by:

PETTINELLI AND ASSOCIATES

PO BOX 5814
BURLINGTON, VT 05402
8007758154 (phone)
8028603112 (fax)
PLAYGRDBOB@AOL.COM

Ship To Address:

Mallets Bay Elementary School
609 Blakley Road
colchester, VT 05446

End User:

Quote Number: R0071182072
Quote Date: 5/30/2019
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 2-5

Components

Part Number	Description	Qty	Weight	Unit Price	Total
304	TEN SPIN	1	1,000.00	3,178.00	3,178.00
304H	TEN SPIN HARNESS KIT FOR ONE SEAT	2	10.00	320.00	640.00
714715206	MAGICAL MUSIC INSERT	1	20.00	1,655.00	1,655.00
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	2	100.00	780.00	1,560.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00	1,200.00	1,200.00
7185493	3 1/2" OD X 106" POST (3' DECK)	2	35.00	146.00	292.00
7185494	3 1/2" OD X 118" POST (4' DECK)	5	40.00	164.00	820.00
718623S	BIG TIMBER BEAR PAW CLIMBER (4' DECK)	1	115.00	995.00	995.00
718670	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"	2	125.00	1,846.00	3,692.00
7186705	CHAMELEON II RIGHT SECTION	1	60.00	484.00	484.00
7186706	CHAMELEON II LEFT SECTION	1	60.00	484.00	484.00
71871520	INTERACTIVE PANEL FRAME	1	35.00	309.00	309.00
71875734	45 DEG SLOPED CLIMBING WALL (3' & 4' DECK)	1	200.00	1,986.00	1,986.00
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	2,588.00	2,588.00
718900	WALL ENCLOSURE W/STEERING WHEEL	1	40.00	516.00	516.00
7189071	"L" SLIDE RH W/CANOPY (3' DECK)	1	90.00	1,061.00	1,061.00
7189173	CURVED TENSILE CLIMBER (3' DECK)	1	100.00	730.00	730.00
718999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00

RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
fence	green vynal fence 4 foot	100	0.00	25.00	2,500.00
surface	wood chip surfacing	100	0.00	33.00	3,300.00

Totals:

Equipment Weight:	2,817.00 lbs
Equipment List:	\$22,190.00
Discount Amount:	-\$4,000.00
Equipment Price:	\$18,190.00
Freight:	\$1,519.65
Installation:	\$6,500.00
Products by Other:	\$5,800.00
SubTotal:	\$32,009.65
Estimated Sales Tax*:	\$0.00
Grand Total:	\$32,009.65

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

6/5/2019

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QUOTE: R0071182072

Quote Number: R0071182072 **Quote Date:** 5/30/2019 **Equipment:** \$22,190.00 **Grand Total:** \$32,009.65

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance.** Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and

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QUOTE: R0071182072

retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815