

**Board of Education**

**Steven Yancey**

President

**Jona Snyder**

Vice President

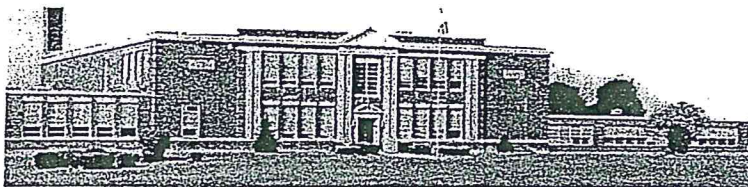
**William Langbein**

**Mary Bartlett-Linden**

**Beverly Biedermann**

**Stephanie Clark-Tanner**

**Stephen Dodge**



**Madison Central School District**

7303 Route 20, Madison, New York 13402

Phone: (315) 893-1878

Fax: (315) 893-7111

**Michael Davis**

Superintendent

**Larry Nichols**

Building Principal

**Brian J. Latella**

Elementary Principal

**Melanie Brouillette**

Treasurer

**Tracey Lewis**

District Clerk

**BOARD OF EDUCATION  
WORKSHOP MEETING**

**JUNE 5, 2018**

**6:30 P.M. – LIBRARY**

- I. Call to Order
- II. Agenda Additions
- III. Consent Agenda
  - a. Approval of Agenda for This Meeting
  - b. Approval of Minutes
    - 1. May 15, 2018 Regular Meeting Minutes
- IV. Public Forum
- V. Reports
  - a. Superintendent – Information Items
    - 1. School Board Institute 2018-19 Calendars
    - 2. 2018-19 Board of Education Member List
    - 3. 2018-19 Proposed Board Meeting Schedule
    - 4. Fund Balance Discussion
  - b. Superintendent – Approval Items
    - 1. Acceptance of Agriculture Literacy Grant of \$1,200
    - 2. Approval of July 10, 2018 at 6 pm as Reorganizational Meeting and 6:30 pm for the first 2018-19 School Board meeting date of 2018-19
    - 3. Approval of Internunicipal Agreement between MO-BOCES and Madison Central School District for July 1, 2018 through June 30, 2019
    - 4. Approval of Deletion of Library Teacher position effective 6/30/18
    - 5. Approval of Creation of Library Media Specialist position effective 7/1/18
    - 6. Approval of Cooperative Bidding Resolution
- VI. Policy
  - a. First Reading of School Food Service Program And Meal Charge Policy #5302
  - b. First Reading of Skills and Achievement Commencement Credential Policy # 8504
  - c. First Reading of School Safety and Educational Climate Reporting Policy # 7502
  - d. Second Reading of Policy # 6301 Leave for Cancer Screening

VII. New Business

a. Personnel

1. Resignations

- a. Agnes Lollman
- b. Laura Winchester – Library Teacher effective 6/30/18
- c. Lisa Seeley – Elementary Teacher effective 8/31/18

2. Appointments

- a. Lindsay Gallagher - Full Time School Nurse effective 9/4/18 with a certification as a Registered Professional Nurse, off step, at \$33,630 per year
- b. Nicole LeClair – Full Time Probationary Library Media Specialist effective 9/4/18 with certification in Library Media Specialist with tenure recommendation of 9/4/22 at M1, Step 1, \$41,964 per year
- c. Amanda Goodenough – Long Term Substitute Teacher for Elementary for the 2018-19 school year at B5, Step 1, \$39,411 per year
- d. Lindsay Murphy – Probationary Elementary Teacher effective July 1, 2018 with a tenure date of 9/4/22 with Professional Certification in Early Childhood Education (B-2), Professional Certification in Childhood Education (1-6) and Professional Certification in Literacy (B-6) at \_\_\_\_, Step \_\_\_\_, \$ \_\_\_\_\_ per year
- e. Michelle Nolan – Probationary Elementary Teacher effective July 1, 2018 with a tenure date of 9/4/22 with Professional Certification in Early Childhood Education (B-2) and Professional Certification in Childhood Education (1-6) at M5, Step 12, \$53,593 per year

3. Corrections

- a. Appointment of Matt Bruno from April 15, 2018 to April 17, 2018

4. Unpaid Leave Request

- a. Christine Buschor – April 16, 2018 and May 24, 2018 afternoon

VIII. Adjournment

M.D.  
OK

**DRAFT**

The Regular Meeting of the Board of Education of Madison Central School was held on May 15, 2018 at 8:00 pm in the library.

**MEMBERS PRESENT:** Mrs. Mary Bartlett-Linden  
Mr. Stephen Dodge  
Mr. William Langbein  
Mr. Jona Snyder  
Mrs. Stephanie Tanner  
Mr. Steven Yancey

**MEMBERS ABSENT:** Ms. Beverly Biedermann

**OTHERS PRESENT:** Mr. Michael Davis, Superintendent  
Mr. Larry Nichols, Building Principal  
Mrs. Melanie Brouillette, Treasurer – 8:23 pm  
Ms. Tracey Lewis, District Clerk  
Additional attendees in audience

- I. Call to Order
  - a. Mr. Yancey called the meeting to order at 8:04 pm.
- II. Agenda Additions
- III. Consent Agenda
  - a. Approval of Agenda for This Meeting

**MOTION # 1 – APPROVAL OF AGENDA**

ON THE MOTION of Mr. Dodge, seconded by Mrs. Bartlett-Linden, the board moved to approve the agenda for this meeting. Motion carried 6 yes, 0 no.

- b. Approval of Minutes
  - 1. April 17, 2018 Regular Meeting Minutes
  - 2. May 8, 2018 Budget Hearing Minutes

**MOTION # 2 – APPROVAL OF MINUTES**

ON THE MOTION of Mrs. Bartlett-Linden, seconded by Mrs. Tanner, the board moved to approve the minutes from the April 17<sup>th</sup> and May 8<sup>th</sup> meetings. Motion carried 6 yes, 0 no.

- IV. Public Forum
  - a. A community member praised the outcome of the softball field and dugouts and thanked those involved for a job well done.
- V. Reports
  - a. Treasurer
    - 1. Internal Claim Auditor's Report

**MOTION # 3 – APPROVAL OF INTERNAL CLAIM AUDITOR REPORT**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to approve the Internal Claim Auditor Report. Motion carried 6 yes, 0 no.



2. Treasurer's Report dated April 30, 2018

**MOTION # 4 – APPROVAL OF TREASURER'S REPORT**

ON THE MOTION of Mrs. Bartlett-Linden, seconded by Mr. Dodge, the board moved to approve the April 30, 2018 Treasurer's Report. Motion carried 6 yes, 0 no.

3. Detail Warrants

**MOTION # 5 – APPROVAL OF DETAIL WARRANTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Tanner, the board moved to approve the Detail Warrants as follow: Warrant Number 39 – Fund A – 4/2/18 – 5 pages, Warrant Number 41 – Fund A – 4/16/18 – 6 pages, Warrant Number 42 – Fund A – 5/9/18 – 4 pages, Warrant Number 43 – Fund A – 4/26/18 – 1 page, Warrant Number 17 – Fund C – 4/2/18 – 1 page, Warrant Number 18 – Fund C – 4/16/18 – 2 pages, Warrant Number 19 – Fund C – 4/27/18 – 1 page, Warrant Number 11 – Fund TA – 4/26/18 – 4 pages, Warrant Number 10 – Fund HBUS – 4/26/18 – 1 page, Warrant Number 14 – Fund FA18 – 4/2/18 – 1 page, Warrant Number 15 – Fund FA18 – 4/16/18 – 1 page, Warrant Number 16 – Fund FA18 – 4/27/18 – 1 page. Motion carried 6 yes, 0 no.

4. The Financial Status Report was provided for review.

b. Superintendent – Information Items

1. Discussion on Pontoon Boat

**MOTION # 6 – APPROVAL TO SURPLUS AND AUCTION PONTOON BOAT**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to surplus the Pontoon Boat and explore Auctions International for disposal. Motion carried 6 yes, 0 no.

2. Mr. Davis discussed the use of weight room and better ways to regulate and provide coverage to the fitness room.
3. Mr. Davis discussed the Literacy Grant, the process and the progress.
4. Troopers use of ID card to enter building

**MOTION # 7 – APPROVAL OF NYS TROOPERS TO USE ID CARDS TO ENTER BUILDING IN EMERGENCY SITUATIONS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to approve the use of a universal NYS Trooper issued ID card for the NYS Troopers to gain access to the Madison Central School building in the case of an emergency. Motion carried 6 yes, 0 no.

5. Mr. Davis shared the requested student information with the board in regards to the number of students (11) that live in the Madison Central School District and attend schools outside of Madison Central School and the number of non-resident students (27) that live outside the district but attend Madison CSD either through parental employment tuition based enrollment.

c. Superintendent – Approval Items

1. Acceptance of Grants

- a. \$1,419 TSC Grants for Growing Award for FFA
- b. Briggs & Stratton engine for small engine classes valued at \$973.22

**MOTION # 8 – ACCEPTANCE OF GRANTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Tanner, the board moved to accept the TSC Grant of \$1,219 and the Briggs & Stratton Engine valued at \$973.22. Motion carried 6 yes, 0 no.



2. Approval of Cooperative Bidding Services for 2018-19

**MOTION # 9 – APPROVAL OF COOPERATIVE BIDDING SERVICES FOR 2018-19**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Tanner, the board moved to approve the Cooperative Bidding Services Agreement for 2018-19. Motion carried 6 yes, 0 no.

3. Approval of Mr. Davis to attend the NYSCOSS Summer Summit in Saratoga Springs September 22-25, 2018 and the Winter Summit in Albany March 2-5, 2019

**MOTION # 10 – APPROVAL TO ATTEND CONFERENCES**

ON THE MOTION of Mrs. Bartlett-Linden, seconded by Mr. Snyder, the board moved to approve the attendance of Mr. Davis at the Summer and Winter Summits to be held in Saratoga Springs and Albany as listed. Motion carried 6 yes, 0 no.

4. Acceptance of the 2017 Annual Drinking Water Quality Report

**MOTION # 11 – ACCEPTANCE OF 2017 ANNUAL DRINKING WATER QUALITY REPORT**

ON THE MOTION of Mrs. Tanner, seconded by Mr. Snyder, the board moved to accept the 2017 Annual Drinking Water Quality Report. Motion carried 6 yes, 0 no.

5. Acceptance of 2018-2019 Budget Vote Results

**MOTION # 12 – ACCEPTANCE OF 2018-19 BUDGET VOTE RESULTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to accept the 2018-19 Budget Vote Results for the budget of \$9,945,818 with a vote of 103 yes and 31 no. Motion carried 6 yes, 0 no.

6. Acceptance of Board of Education Election Results

**MOTION # 13 – ACCEPTANCE OF BOARD OF EDUCATION ELECTION RESULTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to accept the Election Results of Jennifer Lavoie 83, Laurie Bono Zbock 75, Robert Hayduke 71, Bill Langbein 2, Kay Dee Eagan 1, Glenn Osterhout 1, and Carl Lindberg 1. Lavoie and Zbock in the open seats. Motion carried 6 yes, 0 no.

7. Acceptance of all 2018-2019 Budget Vote Proposition Results

**MOTION # 14 – ACCEPTANCE OF 2018-19 BUDGET VOTE PROPOSITION RESULTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Bartlett-Linden, the board moved to accept the 2018-19 Budget Vote Proposition results of Proposition # 2 (Bus Purchase) with 101 yes, 33 no and Proposition # 3 (\$100,000 Project) with 94 yes, 40 no. Motion carried 6 yes, 0 no.

- VI. Policy
  - a. The First Reading of Policy # 6301 Leave for Cancer Screening was done at this time.
- VII. Old Business
  - a. None

VIII. New Business

a. Personnel

1. Appointments

- a. Matthew Bruno – Full Time Probationary Agriculture Teacher effective 4/15/18 with tenure recommendation of 9/6/20 with permanent certification in Animal Production, Science and Business 7-12 at M1, Step 2, with Masters, at \$41,758 pro-rated

**MOTION # 15 – APPROVAL OF APPOINTMENTS**

ON THE MOTION of Mr. Snyder, seconded by Mrs. Tanner, the board moved to approve the appointment of Matthew Bruno as a full time probationary Agriculture Teacher effective 4/15/18 with tenure recommendation of 9/6/230 with permanent certification in Animal Production, Science and Business 7-12 at M1, Step 2, with Masters, at \$41,758 pro-rated. Motion carried 6 yes, 0 no.

b. CSE/CPSE Recommendations – in official packet

**MOTION # 16 – APPROVAL OF CSE/CPSE RECOMMENDATIONS**

ON THE MOTION of Mr. Dodge, seconded by, Mrs. Bartlett-Linden, the board moved to approve the CSE/CPSE Recommendations as provided. Motion carried 6 yes, 0 no.

c. Principal Reports

1. Mr. Latella discussed the minecraft/lego club, upcoming field trips, genius day, science fair day, and the author visit.  
2. Mr. Nichols discussed upcoming regents field testing, overall testing updates, the upcoming concerts, the NYS FFA Convention and the successful prom.

IX. Correspondence

- a. Richard Engelbrecht's monthly BOCES newsletter for May 2018 was provided.  
b. The Library Media Center Report for April 2018 was shared.  
c. The Madison-Oneida BOCES Banner Newsletter was shared.

X. Executive Session

**MOTION # 17 – ENTER EXECUTIVE SESSION**

ON THE MOTION of Mr. Dodge, seconded by Mrs. Bartlett-Linden, the board moved to enter into Executive Session at 8:38 pm with Mr. Snyder acting as temporary District Clerk to discuss the medical, financial, credit or **employment history** of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Motion carried 6 yes, 0 no.

XI. Adjourn Executive Session

**MOTION # 18 – ADJOURN EXECUTIVE SESSION**

ON THE MOTION of Mr. Dodge, seconded by Mrs. Bartlett-Linden, the board moved to adjourn Executive Session at 8:57 pm. Motion carried 6 yes, 0 no.

XII. Adjournment

**MOTION # 19 – ADJOURNMENT**

ON THE MOTION of Mrs. Bartlett-Linden, seconded by Mr. Dodge, the board moved to adjourn for the evening at 8:58 pm. Motion carried 6 yes, 0 no.



# School Boards Institute

*“Children First”*

5/16/18

## Calendar – 2018-19

### GENERAL MEMBERSHIP MEETINGS

(These meetings are open to all board members and superintendents)

September 20, 2018 (Thursday)	<b>Topic:</b> “Every Student Succeeds Act (ESSA) - What it Means to your Students, Staff and School Community”
	<b>Presenter:</b> Oneida/Madison/Herkimer Professional Development Team
	<b>Time:</b> Registration and Light Dinner 6:00 p.m. Program starts at 6:30 p.m.
	<b>Site:</b> Oneida BOCES
November 8, 2018 (Thursday)	<b>Topic:</b> <b>SED Update and Future Direction Commissioner Elia</b>
	<b>Time:</b> Registration and Light Dinner 6:00 p.m. Program starts at 6:30 p.m.
	<b>Site:</b> Oneida BOCES
January 24, 2019 (Thursday) January 31, 2019 (Snow date)	<b>Topic:</b> “Legislative Forum - Assembly & Senate Educational Forum”
	<b>Time:</b> Registration, Coffee and Dessert Reception 6:00 p.m. Program starts at 6:30 p.m.
	<b>Site:</b> Oneida BOCES
March 28, 2019 (Thursday)	<b>Topic:</b> “School and Community Program Showcase of Component Districts from the Oneida BOCES Region”
	<b>Time:</b> Program Fair visitation and presentations 5:30 – 6:30 p.m. Dinner 6:30 – 7:15p.m. Program 7:15 p.m. – Synopsis of programs by appropriate individuals & Technology update
	<b>Site:</b> Oneida BOCES
May 9, 2019 (Thursday)	<b>Topic:</b> <b>Distinguished Service Awards &amp; Student Achievement Awards</b>
	<b>Time:</b> “Check in” 5:15 - 5:45 p.m. Student Musical Group 5:45 p.m. - 6:00 p.m. Dinner at 6:00 p.m. Program begins immediately after dinner
	<b>Site:</b> Twin Ponds Golf and Country Club





# School Boards Institute

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## Calendar – 2018-19

### EXECUTIVE COMMITTEE MEETINGS

(These meetings are for district representatives)

September 17, 2018  
(Monday)

**Topic: Reorganization & Business Meeting**  
Site: Oneida BOCES

December 17, 2018  
(Monday)

**Topic: Business Meeting & Legislative Agenda & Draft Calendar**  
Site: Oneida BOCES

March 4, 2019  
(Monday)

**Topic: Business Meeting & Nominations**  
Site: Oneida BOCES

June 3, 2019  
(Monday)

**Topic: Business Meeting & Election of Officers**  
Site: Oneida BOCES

Light Dinner will be served beginning at 5:30 p.m.  
Meetings start at 6:00 p.m.

**OFFICER AND COMMITTEE CHAIRS MONTHLY MEETINGS TBD (Legislative, Program, Membership, Nominating)** historically on the first Monday of each month with exceptions as dictated by calendar and conflicts

March 2, 2019- 4:00 p.m. - 6:00 p.m. SAA / SDA Selection Committee  
6:00 p.m. – 7:15 p.m. Officers Meeting @ Delmonico's Restaurant





# School Boards Institute

*“Children First”*

2018-19 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS continued...

- October 25-27, 2018 NYSSBA Convention in New York City  
(Thursday - Saturday)
- November 15, 2018 **Genesis “Honor Education Celebration”**  
(Thursday) *This is not an SBI function but we usually have over 65% of our Member schools, individuals, programs or Board members receiving recognition.*  
Time: 6:00 p.m.  
Site: Harts Hill Inn
- December 10, 2018 **Topic: “Fiscal Planning for 2019-20 & Advocacy Initiatives”**  
(Monday) Presenter: NYSSBA Governmental Relations Staff  
Time: 6:00 p.m. “Check in” and Light dinner  
Site: Oneida BOCES
- January 7, 2019 **Topic: “School Improvement Programs for the Leadership Team”**  
(Monday) NYSSBA partnership program  
Time: 6:00 p.m. “Check in” and Light dinner  
Site: Oneida BOCES
- February 10-11, 2019 **Topic: NYSSBA Capital Conference - Lobby Day is Monday, February 11th**  
(Sunday - Monday) Time: Appointments with Legislators/ (First meeting 9:30 am)  
Site: State Legislative Offices, Albany, NY  
*OMH-SBI Legislative Committee will schedule times with Assembly and Senate Representatives*
- February 27, 2019 **Topic: “BOE Clerk Round Table & Legal Updates” Workshop**  
(Wednesday) Time: 9:00 a.m. - 3:00 p.m. – Continental Breakfast, snacks and lunch  
Site: Oneida BOCES
- March 30, 2019 **Topic: “How to become a School Board of Education Candidate and what you need to know”**  
(Saturday) Time: 8:30 a.m. Continental Breakfast  
9:00 a.m. – 12:00 p.m. Program  
Site: Oneida BOCES
- May/June/July 2019 **Local Legislative Lobbying Initiative**  
Local Assembly and District Offices of NYS Representatives & Congressional Representatives for the OMH-SBI Region





# School Boards Institute

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## Calendar – 2019-2020: BOARD MANDATED TRAINING WORKSHOPS FOR BOARD MEMBERS ELECTED MAY 2019

June 6, 2019            **Topic:**            **New BOE Member Orientation & Required Training**  
(*Thursday - Part 1*)    **Time:**            8:30 a.m. "Check in" and breakfast; Program 9:00 - 12:00 p.m.  
                                 **Site:**            Oneida BOCES (Oneida Room)

June 10, 2019        **Topic:**            **New BOE Member Orientation & Required Training**  
(*Monday - Part 2*)    **Time:**            12:00 -12:30 p.m. Lunch; Program 12:30 - 3:30 p.m.  
                                 **Site:**            Oneida BOCES (Oneida Room)

**\*(NOTE: BOTH SESSIONS ARE REQUIRED FOR NEWLY ELECTED BOE MEMBERS)\***

June 13, 2019        **Topic:**            **Fiscal Oversight Fundamentals Training (FOT)**  
(*Thursday - Part 1*)    **Time:**            5:30 p.m. "Check in" and Light dinner; Program 6:00 - 9:00 p.m.  
                                 **Site:**            Oneida BOCES

June 17, 2019        **Topic:**            **Fiscal Oversight Fundamentals Training (FOT)**  
(*Monday - Part 2*)    **Time:**            5:30 p.m. "Check in" and Light dinner; Program 6:00 - 9:00 p.m.  
                                 **Site:**            Oneida BOCES

**\*(NOTE: BOTH SESSIONS ARE REQUIRED FOR NEWLY ELECTED BOE MEMBERS)\***

**Madison Central School**  
**2018-19**  
**Board Of Education Members**

**Mr. Steve Yancey**  
3241 Center Road  
Madison, NY 13402  
Home – 315-893-7262  
Work – 315-841-4181  
Cell – 315-527-0744  
Term expires 6/30/21

**Mr. Jona Snyder**  
5294 Brouillette Road  
Oriskany Falls, NY 13425  
Cell – 315-750-8720  
Term expires 6/30/20

**Ms. Beverly Biedermann**  
3427 Fallin Road  
Bouckville, NY 13310  
Cell – 315-269-4878  
Term expires 6/30/19

**Mr. Stephen Dodge**  
7313 State Route 20  
Madison, NY 13402  
Cell – 315-663-7663  
Home – 315-893-4080  
Term expires 6/30/21

**Mrs. Stephanie Tanner**  
7535 State Route 20  
Madison, NY 13402  
Work – 315-853-1080  
Cell – 315-520-5701  
Term expires 6/30/20

**Mrs. Jennifer Lavoie**  
2448 Huth-Sayer Road  
Oriskany Falls, NY 13425  
Cell – 315-941-1080  
Home – 315-843-9020  
Term expires 6/30/22

**Mrs. Laurie Zbock**  
3438 Route 12B  
Bouckville, NY 13310  
Work – 315-684-6124  
Cell – 315-750-0737  
Term expires 6/30/22

# **Madison Central School Board of Education**

## **Meeting Schedule for 2018-2019**

**All meetings begin at 6:30 pm**

**Regular Meetings are 3rd Tuesday of each month and  
Workshops are the 1<sup>st</sup> Tuesday of each month as listed unless noted**

July 10, 2018 – Reorganizational & Regular Meeting 6:00 pm & 6:30 pm

August 14, 2018- R

September 18, 2018 - R

October 16, 2018 – R

November 20, 2018 - R

December 18, 2018 – R

January 15, 2019 – R

February 12, 2019 – R (2<sup>nd</sup> Tuesday)

March 5, 2019 - BW

March 19, 2019 – R

April 2, 2019 - BW

April 23, 2019 – R & BOCES Vote

May 7, 2019 – Budget Hearing

May 14 or 21, 2019 – Budget Vote & R @ 8 pm

June 4, 2019 - W

June 18, 2019 - R

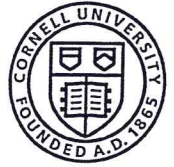
R – Regular Meeting

BW – Budget Workshop Meeting

W – Workshop Meeting

There will be an agenda planning meeting on the Monday before the week of each board meeting. The President and Vice President will be expected to attend this meeting with the Superintendent.





May 15, 2018

Dear Paul Perry,

Congratulations! You have been awarded an Agricultural Literacy Grant in the amount of \$1,200. Based on the merit of your application and creativeness of your project, New York Agriculture in the Classroom is excited to fund your grant proposal.

Following this letter, you will receive an email containing a link to your grant acceptance form. Upon completion of this form your grant award will be processed through Cornell University. Please watch your email for an automated message from Cornell to complete additional steps in the payment process, including the submission of a W-9. (The email is formatted in a way that many say looks like a spam message. You can always reach out to our program if you are unsure about clicking a link from this message.) A check will be issued to your school and sent to the address provided.

As the named grantee, you will be responsible for two progress reports during the 2018-19 school year. All grant funds must be expended by June 15, 2019.

We are proud to support your efforts and your commitment to including agriculture as a context for learning. Please do not hesitate to reach out if you have any questions.

Sincerely,

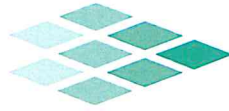
A handwritten signature in cursive script that reads "Katie Carpenter".

Katie Carpenter  
Director, New York Agriculture in the Classroom



3<sup>rd</sup> Floor, Kennedy Hall  
Ithaca, NY 14853

nyaitc@cornell.edu  
agclassroom.org/ny



# Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

*Celebrating 50 years  
1968-2018*

## OFFICE OF INTERMUNICIPAL LEGAL SERVICES

Phone: 315.361.5522 ♦ Fax: 315.361.5595

ANDREW V. LALONDE, Esq., School Attorney, [alalonde@moboces.org](mailto:alalonde@moboces.org)  
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GEORGE E. MEAD, Esq., School Attorney, [gmead@moboces.org](mailto:gmead@moboces.org)  
PATRICK J. SHANAHAN, Esq., School Attorney, [pshanahan@moboces.org](mailto:pshanahan@moboces.org)  
JENNIFER L. RUSS, Policy and Benefits Coordinator, [jrus@moboces.org](mailto:jrus@moboces.org)  
KATI L. PARKER, Senior Office Specialist, [kparker@moboces.org](mailto:kparker@moboces.org)

May 17, 2018

Mr. Michael Davis, Superintendent of Schools  
Madison Central School District  
7303 State Route 20  
Madison, NY 13402

Dear Mr. Davis:

Enclosed for your consideration is an intermunicipal agreement between the Madison Central School District and the Madison - Oneida BOCES. If your Board approves this agreement, District Superintendent Starks will present it to the BOCES Board for its approval.

Thank you and please do not hesitate to contact me with questions.

Respectfully,

Andrew V. Lalonde  
Labor Relations Coordinator / School Attorney

CC: Ms. Melanie Brouillette, Business Manager

## AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services (“**BOCES**”), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Madison Central School District (“**DISTRICT**”), with its principal business address at 7303 State Route 20, Madison, NY 13402.

### RECITALS

**A.** Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

**B.** DISTRICT is established as a central school district under the New York State Education Law; Section 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT’s board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

**C.** New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

**D.** BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

### COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2018, and shall extend through and including June 30, 2019.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.



To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$110.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:


(a) **If to DISTRICT:**  
Mr. Michael Davis, Superintendent of Schools  
Madison Central School District  
7303 State Route 20  
Madison, NY 13402

(b) **If to BOCES:**  
Ms. Jacklin G. Starks, District Superintendent  
Madison – Oneida BOCES  
4937 Spring Road / PO Box 168  
Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

  
\_\_\_\_\_  
For the DISTRICT

5/24/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
For the BOCES

\_\_\_\_\_  
Date



**CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Madison Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Madison Central School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

\_\_\_\_\_  
Date

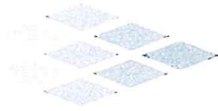
**CERTIFICATION BY BOCES BOARD CLERK**

I, Catherine M. Quinn, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the Madison Central School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BOCES BOARD CLERK

\_\_\_\_\_  
Date





# Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

*Celebrating 50 years  
1968-2018*

*Did we send  
to BOE?*

CENTRAL ADMINISTRATION  
Phone: 315.361.5510 ♦ Fax: 315.361.5517

JACKLIN G. STARKS, District Superintendent, [jstarks@moboces.org](mailto:jstarks@moboces.org)  
PATRICIA VACCA, Assistant Superintendent for Curriculum and Instruction, [pvacca@moboces.org](mailto:pvacca@moboces.org)  
SCOTT BUDELMANN, Assistant Superintendent for Administrative Services, [sbudelmann@moboces.org](mailto:sbudelmann@moboces.org)

To: Superintendents

From: Scott Budelmann, Assistant Superintendent for Administrative Services  
Madison-Oneida BOCES

Date: March 19, 2018

Re: Participation in RIC Bids with Non-General Fund Dollars

*ANS*

The Mohawk Regional Information Center helps school districts purchase hardware and software to complement school technology plans, regardless of the source of funding or the source of state aid. Additionally, the MORIC provides installation and support services to school districts to ensure consistency with existing technology, follow-through on the function of the equipment, and on-going support and accountability.

When these purchases are made with building aid funds, hardware aid funds, and/or grant funds instead of general funds, they do not qualify for BOCES aid and the district retains ownership of the items purchased. "BOCES" should not be listed as a vendor on Final Cost Reports for building projects.

Here is the process by which a school district can participate in a RIC bid with non-general fund dollars:

- A. A district can purchase from the MORIC regional bids for technology and software using non-general fund dollars by having the Board of Education approve the attached Cooperative Bidding Resolution. In this way, each local district may cut a purchase order directly to each vendor. The purchase order needs to list the Mohawk Regional Information Center bid number and a copy of the purchase order is sent to the Mohawk Regional Information Center by the district. Your assigned Mohawk Regional Information Center Technology Planning Specialist can work with you on all the details.
- B. When the equipment arrives, the district calls the Mohawk Regional Information Center for installation. The installation service cost will be provided through the established instructional or management Mohawk Regional Information Center CoSer depending on the equipment purchased. "Building aidable" equipment

tag on the equipment. The equipment is owned and insured by the district and not the Mohawk Regional Information Center because the district used grant and/or building project monies. However, the equipment is connected to district networks and other equipment made available through BOCES aidable CoSers.

If you wish to participate in the regional technology bid with non-general fund dollars, please send the attached yearly Cooperative Bid Resolution to Heather Mahoney, Director of the Mohawk Regional Information Center, by May 18, 2018.

Please do not hesitate to contact us if you have any questions or concerns.

Thank you.

Attachment

C: Heather Mahoney, Director of Mohawk Regional Information Center  
Lisa Decker, Director of Finance  
Charles Cowen, Oneida BOCES, Assistant Superintendent, Administrative Services  
Mark Deierlein, Herkimer BOCES, Executive Director of Business Operations  
Michele Traynor, Jefferson-Lewis BOCES, Assistant Superintendent for Business

**Cooperative Bidding Resolution**

**WHEREAS**, it is the plan of a number of PUBLIC SCHOOL DISTRICTS and the MADISON-ONEIDA BOCES (the "BOCES") during the 2018-2019 school year to bid jointly for the purchase of various types of computers and technology commodities (the "Commodities"); and

**WHEREAS**, the \_\_\_\_\_ School District ("the School District") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Article 5-G; and

**WHEREAS**, this Board of Education has received and reviewed the Cooperative Bid Procedures ("the Procedures") governing its right and responsibilities should it elect to participate in the joint bidding of commodities; and

**BE IT FURTHER RESOLVED**, that in accordance with Cooperative Bid Procedures the Board of Education agrees to award bid purchase item purchases according to the recommendation of the BOCES if such award is in the best interest of the school district.

**CERTIFICATION OF DISTRICT CLERK**

I, \_\_\_\_\_, District Clerk of the \_\_\_\_\_  
\_\_\_\_\_ School District Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_  
\_\_\_\_\_, 2018.

Date: \_\_\_\_\_



**Cooperative Bidding Resolution**

**WHEREAS**, it is the plan of a number of PUBLIC SCHOOL DISTRICTS and the MADISON-ONEIDA BOCES (the “BOCES”) during the 2018-2019 school year to bid jointly for the purchase of various types of computers and technology commodities (the “Commodities”); and

**WHEREAS**, the \_\_\_\_\_ School District (“the School District”) is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Article 5-G; and

**WHEREAS**, this Board of Education has received and reviewed the Cooperative Bid Procedures (“the Procedures”) governing its right and responsibilities should it elect to participate in the joint bidding of commodities; and

**BE IT FURTHER RESOLVED**, that in accordance with Cooperative Bid Procedures the Board of Education agrees to award bid purchase item purchases according to the recommendation of the BOCES if such award is in the best interest of the school district.

**CERTIFICATION OF DISTRICT CLERK**

I, \_\_\_\_\_, District Clerk of the \_\_\_\_\_  
\_\_\_\_\_ School District Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_  
\_\_\_\_\_, 2018.

Date: \_\_\_\_\_

# Policy

Draft 05/29/18

5302

## SUPPORT OPERATIONS

### SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

#### I. Statement of Policy

- A. ~~The District participates in the USDA Child Nutrition Programs including the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and to operate the District's program within the requirements of the federal and state regulations and guidelines applicable to the programs.~~
- B. ~~To extend the benefit of the program to all eligible students, the District will communicate to families the eligibility for free and reduced meals, the procedures for applying and the district's policies and procedures regarding meal charges set forth in this Policy.~~
- C. ~~The District's food service program shall be managed so that the nonprofit school food service account does not operate at a deficit, and so that subsidies from the general fund are limited.~~

#### II. Eligibility for Free and Reduced Meals

- A. ~~At the beginning of each year, information letters shall be sent to households of children attending the school to inform families about the Child Nutrition Programs and that free or reduced price meals or free milk may be available to children.~~
- B. ~~The letters may be distributed by the mail, e-mailed to the parent or guardian, or included in information packets provided to students.~~
- C. ~~A household may apply for benefits at any time during the school year.~~
- D. ~~Only one application is required for all children in the household.~~
- E. ~~No application is necessary if the household was notified by the District that all children have been directly certified. If the household is not sure if their children have been directly certified, they should contact the School Lunch Director.~~

#### III. Meal Payments and Deferred Payments (Meal Charge)

- A. ~~Students may charge meals in accordance with the following rules:~~
  - 1. ~~Students will pay for meals at the school's published meal rate each day. Families are expected to maintain funds in accounts to minimize the possibility that a child may be without meal money on any given day. If a~~

SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

~~student is without meal money on a consistent basis, the administration will investigate the situation and take further action as needed. If financial hardship exists, parents/guardians will be encouraged to apply for free or reduced price lunches.~~

~~2. Students may charge complete meals only.~~

~~3. All students will be provided with meal charge opportunities pursuant to this policy, regardless of whether they receive full price, reduced price, or free meals.~~

~~4. A student will be allowed to charge a maximum of 15 meals to their account after the balance on their meal card or MySchoolBucks is exhausted. The charge meals offered to students during this grace period will be a reimbursable meal that is available to all students (or allergy specific alternate).~~

~~5. A student with an unpaid balance 15 meals will receive a reimbursable alternate meal (or allergy specific alternate) until their account balance has been paid in full.~~

~~6. No student with a negative meal card or MySchoolBucks account balance will be allowed to purchase any a la carte items, including snacks, extras, or drinks other than milk.~~

~~B. The District is committed to ensuring that federal reimbursements, children's payments and other non-designated nonprofit food service revenues do not subsidize meals for adults. The District therefore adheres to a "no charge" meal purchase policy for adults.~~

~~IV. Communication of Policy to Families, Students, and Staff~~

~~A. The District will communicate this policy to parents/guardians in writing at the start of each school year and upon enrollment during the school year through the student handbook, newsletter, and website.~~

~~B. The District will provide this policy to all school staff responsible for enforcement, including but not limited to, school food service professionals for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, school social workers, school nurses, the homeless liaison, other staff members assisting children in need (or who may be~~



## SUPPORT OPERATIONS

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SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

~~contacted by families with unpaid meal charges), and any staff involved in enforcing any other aspects of this policy.~~

~~V. Nonprofit School Food Service Account~~

~~A. Outstanding student charges (also called delinquent debt) resulting from nonpayment for school meals are not an allowable cost to the nonprofit school food service account and cannot be absorbed by that account at the end of the school year or carried forward to the next school year.~~

~~B. When outstanding student charges accrue \$30.00 resulting from nonpayment for school meals a letter and this Policy will be forwarded by mail or email from the School Lunch Director notifying the parent/guardian of the insufficient account balance. This notification may include a repayment schedule for unpaid meal charges.~~

~~C. Unpaid student meal charges may be carried over at the end of the school year as a delinquent debt and collection efforts may continue into the new school year to allow longer repayment plans.~~

~~D. The District closes student meal charges on August 30<sup>th</sup> and classifies as "bad debt" and therefore, paid through the district's general fund. Once meal charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements.~~

**ALL NEW****I. Statement of Policy**

A. The District participates in the USDA Child Nutrition Programs including the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and operates the District's program within the requirements of the federal and state regulations and guidelines applicable to the programs.

B. The District shall apply for funding under the Community Eligibility Provision (CEP) for each school year for which CEP is available and the District meets the eligibility criteria.

1. If the District receives funding pursuant to CEP then meals will be provided to all students without cost to the student, consistent with all regulations applicable to CEP and the amount of funding received.

SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

Records shall be maintained in the form necessary to ensure the District's compliance and continued eligibility.

2. If the District does not receive CEP funding for a particular school year, free and reduced price meals shall be provided to students in accordance with this Policy, as set forth below.
- C. The District's food service program shall be managed so that the nonprofit school food service account does not operate at a deficit, and so that subsidies from the general fund are limited.
  - D. The District provides each student with the student's meal of choice for that school day of the available reimbursable meal choices for such school day, if the student requests one, unless the student's parent or guardian has specifically provided written permission to withhold a meal.
  - E. The District recognizes that the responsibility for payment of meal charges rests with a student's parent or guardian and not the student. Therefore, when a student's meal account is delinquent, as described in this Policy, communications regarding correcting the delinquency shall take place only with the parent or guardian and not with the student, and the student shall not be shamed or treated differently than a student whose meal account is not delinquent.
  - F. To the extent consistent with prudent fiscal operation of the food service program and sound nutritional practices, the Cook Manager shall attempt to purchase at least thirty percent of the total food cost for the school lunch service program from New York State farmers, growers, producers, or processors, and shall take the necessary steps to apply for all State-funded subsidies when that goal is met.

## II. Eligibility for Free and Reduced Meals

- A. To extend the benefit of the program to all eligible students, the District will communicate to families the eligibility for free and reduced meals, the procedures for applying and the district's policies and procedures regarding meal charges set forth in this Policy.
  1. At the beginning of each year, information letters shall be sent to households of children attending the school to inform families about the Child Nutrition Programs and that free or reduced price meals or free milk may be available to children, and the procedures for applying for enrollment in the program.



SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

2. The letters may be distributed by regular mail, e-mail addressed to the parent or guardian, or included in information packets provided to students.
3. The information provided to each family at the beginning of each school year shall include a printed application for enrollment in the federal free and reduced price lunch program, or instructions on how to file an electronic application and instructions on how to obtain a paper application at no cost.
4. The information provided at the beginning of each school year shall identify the District's Cook Manager, provide that person's contact information, and inform families that they may contact that person to request assistance in applying for federal free and reduced price lunch benefits.
5. When a student owes money for at least five meals, the District will take the following steps to explore the student's eligibility for federal free and reduced price lunch benefits:
  - a. make all reasonable attempts to determine if the student is directly certified as eligible for free meals;
  - b. make at least two attempts (in addition to the packet sent home at the beginning of the year) to reach the student's parent or guardian;
  - c. encourage the parent or guardian to complete the application for federal free and reduced price lunch benefits, and offer assistance in completing that application;
  - d. determine if there are other issues within the household that have caused the student to have insufficient funds to purchase a school meal; and
  - e. offer any other assistance that is appropriate.
6. If the District becomes aware that a student whose parent or guardian has not submitted an application for free or reduced price lunch or milk benefits is eligible for those benefits, the Cook Manager shall complete and file an application on behalf of the student, in accordance with the procedures set forth in 7 C.F.R. 245.6(d).



SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

- B. A household may apply for benefits at any time during the school year.
  - 1 Only one application is required for all children in the household.
  - 2. No application is necessary if the household was notified by the District that all children have been directly certified. If the household is not sure if their children have been directly certified, they should contact Cook Manager.
  - 3. A student's status as eligible for free and reduced price meals shall carry over into the next school year for thirty (30) days from the start of school attendance.
  - 4. A student that transfers from a Community Eligibility Provision (CEP) or Provision 2 (P2) participating school to a non-participating school shall be deemed eligible for free and reduced price meal benefits for thirty (30) days or until a new eligibility determination is made, whichever occurs first.

III. Meal Payments and Deferred Payments (Meal Charge)

- A. Students may charge meals in accordance with the following rules:
  - 1. Students are expected to pay for meals at the school's published meal rate each day. Families are expected to maintain funds in accounts to minimize the possibility that a child may be without meal money on any given day.
  - 2. Students may charge complete reimbursable meals only.
  - 3. All students will be provided with meal charge opportunities pursuant to this policy, regardless of whether they receive full price, reduced price, or free meals.
  - 4. When the balance on a student's meal card or MySchoolBucks is exhausted, the District will provide the student with the student's meal of choice of the available reimbursable meal choices for that school day, if the student requests one, unless the student's parent or guardian has specifically provided written permission to withhold a meal.
  - 5. No student with a negative meal card or MySchoolBucks account balance will be allowed to purchase any a la carte items, including snacks, extras, or drinks other than milk.

SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

6. The information provided at the beginning of each school year shall include an explanation of the District's Policy on charging meals, and shall provide each parent or guardian with a procedure for notifying the District that their student should not be allowed to charge meals.
  - B. The District is committed to ensuring that federal reimbursements, children's payments and other non-designated nonprofit food service revenues do not subsidize meals for adults. The District therefore adheres to a "no charge" meal purchase policy for adults.
- IV. Communication of Policy to Families, Students, and Staff
- A. This Policy will be submitted to the Commissioner and then posted on the District's website.
  - B. The District will communicate this policy to parents/guardians in writing at the start of each school year and upon enrollment during the school year through the student handbook, newsletter, letter, and website.
  - C. The District will provide this policy to all school staff responsible for enforcement, including but not limited to, school food service professionals for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, school social workers, school nurses, the homeless liaison, other staff members assisting children in need (or who may be contacted by families with unpaid meal charges), and any staff involved in enforcing any other aspects of this policy.
    1. The District's liaison for providing services to homeless, foster, and migrant students shall coordinate with the Cook Manager to insure that these students are eligible to receive free meals in accordance with federal law.
    2. Time shall be provided on one or more Superintendent Conference Days to provide staff with training with respect to this Policy and the District's procedures for implementing it. Staff shall be informed that it is the District's Policy to decrease student distress or embarrassment when a meal account is delinquent, and that no staff member is to: publicly identify or stigmatize a student who cannot pay for a meal or who owes a meal debt by any means, including wearing a wrist band or hand stamp; require a student who cannot pay for a meal or who owes a meal debt to



SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

do chores or other work to pay for a meal; require that a student throw away a meal after it has been served because of the student's inability to pay for the meal or because money is owed for earlier meals; take any action directed at a student to collect unpaid school meal fees; or discuss any outstanding meal debt in the presence of other students.

- V. Nonprofit School Food Service Account (NSFSA)
- A. When outstanding student charges accrue \$15.00 resulting from nonpayment for school meals, a letter and this Policy will be forwarded by mail or email from the Cook Manager notifying the parent/guardian of the insufficient account balance. This notification may include a repayment schedule for unpaid meal charges. These outstanding meal charges shall be classified as delinquent debt.
1. The District's collection efforts shall include communications only with the parent or guardian, not the student.
  2. The District will take the following steps to collect delinquent amounts from a parent or guardian:
    - a. The Cook Manager or his/her designee shall notify the parent or guardian that the student's meal card or account balance is exhausted and meal charges are due. This notice shall include a proposed repayment schedule.
    - b. If after fifteen business days from the notice provided by the Cook Manager the parent or guardian has not responded, or the response has not corrected the problem or established an acceptable repayment plan, then a second notification shall be sent to the parent or guardian, with a copy of this Policy, from the Superintendent.
  3. The District will not charge interest or finance charges and will not utilize a debt collector, as defined in federal law (15 U.S.C. 1692a).
- B. The District shall continue efforts to collect delinquent debt until the December 1st following the school year during which the debt was incurred. When this collection period has expired, any remaining delinquent debt will be classified as bad debt for purposes of the District's accounts. Bad debt will be written off into accordance with the District's usual accounting procedure.



## SUPPORT OPERATIONS

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SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

- C. Delinquent debt is not an allowable cost to the nonprofit school food service account and cannot be absorbed by that account at the end of the school year or carried forward to the next school year. The District will therefore subsidize the nonprofit school food service account for all unpaid meals by June 30<sup>th</sup> of each school year using nonfederal funds. However, the District reserves the right to continue debt collection efforts to the next school year.

## VI. Breakfast Program

- A. When a District school is identified by the State Education Department as meeting the threshold that seventy percent or more of the students attending the school qualify for free or reduced price lunch meals, the District shall provide a breakfast program at that school in compliance with state law; provided that, if the Superintendent, in consultation with the Cook Manager, determines that the District meets the requirements for a waiver of this requirement, then the Superintendent may apply to the Commissioner of Education for such a waiver.
- B. When the District provides a mandated breakfast program, the Superintendent shall determine the service delivery model that best suits District students, after consulting with teachers, parents, students, and members of the community. Notice will be provided to parents and guardians of students at the affected school that the District will be providing breakfast after the start of the instructional day and the service delivery model being implemented. \_

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Madison Central School District

Legal Ref: 7 CFR 210.12, 245.5 and 245.6(d); 15 USC 1692a; 42 USC 1758(b)(2)(A); Education Law §908; Ch. 537 of the Laws of 1976 as amended by Ch. 56 of the Laws of 2018; May 2006 Memo from SED's Frances N. O'Donnell to Food Service Directors/Managers; August 2005 Memo from USDA titled "Establishing A Meal Charge Policy"; July 8, 2016 Memo from USDA titled "Clarification on Collection of Delinquent Meal Payments", May 1, 2008 Memo from SED titled "New York State Legislation – Prohibition Against Meal Shaming.

Adopted: 12/12/06

Revised: 03/04/14, 09/25/17, \_\_\_\_\_

# Policy

Draft 04/09/18

8504

## INSTRUCTION

### SKILLS AND ACHIEVEMENT COMMENCEMENT CREDENTIAL

- I. ~~Beginning with the 2013-14 school year and thereafter, severely disabled s~~Students who are eligible to take the New York State Alternate Assessment (NYSAA) and meet other specified conditions pursuant to 8 NYCRR 100.6 shall be provided with the appropriate opportunities to earn a skill and achievement commencement credential.
- A. The credential shall be similar in form to the diploma issued by the district, with a clear annotation to indicate that the credential is based on achievement of alternate achievement standards;
  - B. The credential shall be issued together with a summary of the student's academic achievement and functional performance as required by 8 NYCRR 200.4.
- II. The District will ensure that the following conditions are met:
- A. The student has been recommended by the committee on special education to take the alternate assessment in lieu of a regular State assessment;
  - B. The student meets the definition of a student with a severe disability as defined in 8 NYCRR 100.1;
  - C. The student has been afforded appropriate opportunities to participate in community experiences and development of employment and other instructional activities to prepare the student for post-secondary living, learning and employment.
  - D. The student has attended school for at least 12 years, excluding kindergarten, or has received a substantially equivalent education elsewhere, or the student has attained the age of 21;
  - E. If the credential is awarded before the student turns 21 years of age, it must include a written statement of assurance that the student continues to be eligible to attend public school until the student has earned a regular high school diploma or the end of the school year in which the student turns 21, whichever occurs first.

### III. Reports

The District shall submit to the State Education Department, a report concerning students awarded skills and achievement commencement credential in that school year.

### IV. Graduation

POLICY

Draft 04/09/18  
8504

INSTRUCTION

SKILLS AND ACHIEVEMENT COMMENCEMENT CREDENTIAL

- A. Students may elect to participate in the graduation ceremony of their high school graduation class and all related activities if the student:
1. Qualified to receive a skills and achievement commencement credential or career development and occupational studies commencement credentials; and
  2. Has not otherwise qualified for a regents or local diploma.
- B. If the student's individualized education program prescribes special education, transition planning, transition services, or related services beyond the student's four academic years after the student's entry into high school, the student may elect to participate in the graduation ceremony and activities for the twelfth grade class with which the student entered ninth grade.
- C. The Superintendent will consider the recommendation, if any, of the student's committee on special education as well as the student's own expressed preference regarding participation.
- D. The District shall provide annual written notice to all students with disabilities and their parents/guardians of this policy.

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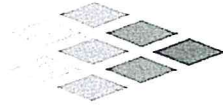
Madison Central School District

Legal Ref: 8 NYCRR 100.1, 100.6, 200.4; Education Law §4402(9)

Adopted: 12/18/00

Revised: 11/18/14, \_\_\_\_\_





**Madison-Oneida**

Board of Cooperative Educational Services

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1968-2018*

MD

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*You have received a copy of this Update because your district subscribes to our office's Board Policy Service.*

**March 28, 2018**

## **BOARD POLICY UPDATE**

### **REVISED Template Policy: Skills and Achievement Commencement Credential**

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#### **Why We Have Prepared This Update**

Recently, the Governor signed Zachary's Law that directs School Boards to establish a policy to allow any student with a disability to participate in their high school graduation and all related activities.

#### **Template Policy**

Attached please find our revised template policy "Skills and Achievement Commencement Credential" adding language to reflect Zachary's Law.

#### **Requirements of the District**

Most, if not all, school districts have a Board-adopted Skills and Achievement Commencement Credential Policy or similar policy that will need to be updated.

**Recommended District Action Plan**

- Review the content of the template policy. Determine how your district will complete the Policy.
- Contact Jennifer Russ (jruss@moboces.org) or Kati Parker (kparker@moboces.org) to prepare a revised version of your policy for presentation to the Board.
- If your Board Policy(ies) on this subject differs from our template policy, please call or e-mail, and we will consult with you regarding making comparable changes in your existing policy.
- After the Board revises the Policy, take these two steps:
  1. Advise Kati Parker (kparker@moboces.org) of the Policy number, revisions and Board action date, and we will update your Policy manual and your online policies.
  2. Identify which district staff are affected by the Policy or accountable for implementing the Policy, and inform them of the revisions

You have received a copy of this update because your district subscribes to our Policy Service. Please feel free to call or e-mail us if you have additional questions about this matter.

Enclosure

# Policy

Draft 03/28/2018

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## INSTRUCTION

### SKILLS AND ACHIEVEMENT COMMENCEMENT CREDENTIAL

- I. Students who are eligible to take the New York State Alternate Assessment (NYSAA) and meet other specified conditions pursuant to 8 NYCRR 100.6 shall be provided with the appropriate opportunities to earn a skill and achievement commencement credential.
  - A. The credential shall be similar in form to the diploma issued by the district, with a clear annotation to indicate that the credential is based on achievement of alternate achievement standards;
  - B. The credential shall be issued together with a summary of the student's academic achievement and functional performance as required by 8 NYCRR 200.4.
- II. The District will ensure that the following conditions are met:
  - A. The student has been recommended by the committee on special education to be eligible for the alternate assessment in lieu of a regular State assessment;
  - B. The student meets the definition of a student with a severe disability as defined in 8 NYCRR 100.1;
  - C. The student has been afforded appropriate opportunities to participate in community experiences and development of employment and other instructional activities to prepare the student for post-secondary living, learning and employment.
  - D. The student has attended school for at least 12 years, excluding kindergarten, or has received a substantially equivalent education elsewhere, or the student has attained the age of 21;
  - E. If the credential is awarded before the student turns 21 years of age, it must include a written statement of assurance that the student continues to be eligible to attend public school until the student has earned a regular high school diploma or the end of the school year in which the student turns 21, whichever occurs first.

### III. Reports

The District shall submit to the State Education Department, a report concerning students awarded skills and achievement commencement credential in that school year.

### IV. Graduation

- A. Students may elect to participate in the graduation ceremony of their high school graduation class and all related activities if the student:



INSTRUCTION

SKILLS AND ACHIEVEMENT COMMENCEMENT CREDENTIAL

1. Qualified to receive a skills and achievement commencement credential or career development and occupational studies commencement credentials; and
  2. Has not otherwise qualified for a regents or local diploma.
- B. If the student's individualized education program prescribes special education, transition planning, transition services, or related services beyond the student's four academic years after the student's entry into high school, the student may elect to participate in the graduation ceremony and activities for the twelfth grade class with which the student entered ninth grade.
- C. The Superintendent will consider the recommendation, if any, of the student's committee on special education as well as the student's own expressed preference regarding participation.
- D. The District shall provide annual written notice to all students with disabilities and their parents/guardians of this policy.

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District

Legal Ref: 8 NYCRR 100.1, 100.6, 200.4; Education Law §4402(9)

Adopted:

# Policy

Draft 05/23/18

7502

STUDENTS

## UNIFORM VIOLENT INCIDENT REPORTING SCHOOL SAFETY AND EDUCATIONAL CLIMATE REPORTING

### **I. PURPOSE**

- A. ~~The 2000 Project SAVE (Safe Schools Against Violence in Education) legislation and 8NYCRR Section 100.2(gg) of the Regulations of the Commissioner of Education require school districts to record information on “violent or disruptive incidents.”~~
- B. ~~Pursuant to the provisions of N.Y.S. Education Law, Section 2802, entitled “Uniform Violent Incident Reporting System,” the Commissioner of Education has been directed by the State Legislature to establish a statewide uniform violent incident reporting system, as well as promulgate regulations defining “violent or disruptive incidents.”~~
- C. ~~The Violent and Disruptive Incident Report (VADIR) Form implemented by the Department of Education serves two purposes:~~
- ~~1. To provide documentation of each incident to be used by school administrators and Department staff, and~~
  - ~~2. To assist schools in compiling the summary data that must be reported on the BEDS School Data Form.~~

### **II. DEFINITIONS**

- A. ~~“Violent or disruptive incident” shall mean one or more of the categories of incidents listed on the Violent and Disruptive Incident Report (VADIR) form that occurs on the property of the District. (Regulation #7502.1)~~
- B. ~~School “property,” as set forth in N.Y.S. Education Law Section 2801(1), entitled “Codes of Conduct on school property,” shall be defined to mean “...in or within any building, structure, athletic playing field, playground, parking lot and land contained within the real property line of a public elementary or secondary school; or in or on a school bus as defined in Section 142 of the N.Y.S. Vehicle and Traffic Law; and a school function which shall include a school sponsored or school authorized extracurricular event or activity, regardless of where such activity or event takes place.(see also: 8 NYCRR Section 100.2 (gg))~~

STUDENTS

UNIFORM VIOLENT INCIDENT REPORTING SCHOOL SAFETY AND EDUCATIONAL  
CLIMATE REPORTING

~~III. VIOLENT & DISRUPTIVE BEHAVIORS~~

- ~~A. An incident must be reported if it meets the following criteria; (1) it involved physical injury or the threat of physical injury, or (2) it disrupts the educational process and is serious enough to lead to disciplinary or referral action.~~
- ~~B. Incidents involving physical injury, with or without the use of a weapon; the “use or possession of drugs or alcohol,” and/or bomb threats or false alarms must all be reported regardless of the type of disciplinary or referral action that results. Incidents must also be reported regardless of whether or not the perpetrator(s) is identified.~~
- ~~C. Alleged incidents of Intimidation, Harassment, Menacing or Bullying that are reported to a building principal or other school administrator responsible for school discipline must be reported, regardless of whether the complaint is subsequently determined to be deemed unfounded.~~
- ~~D. Incidents defined I Categories 1-8, 14-15, and 17-19 of the VADIR Form that occur on school property (or during school sponsored or school authorized extracurricular events or activities,) are reportable in all circumstances, regardless of both the time when they occurred, and whether or not the person committing the act was an enrolled student.~~
- ~~Incidents in categories 9-13, 16 and 20 of the VADIR Form that occur on school property (or during school sponsored or school authorized extracurricular events or activities,) are reportable if the incident resulted in one or more of the disciplinary responses listed on the Summary Form, or would have resulted in one or more of the disciplinary response listed on the Summary form, in the case of an unknown perpetrator, regardless of the time when the incident occurred and whether or not the person committing the act was an enrolled student.~~

~~IV. STATE REPORTING AND RECORD KEEPING~~

- ~~A. The district is required to submit the data to the Department for each reportable violent or disruptive incident using the NYSED application business portal.~~
- ~~B. The district must report incidents that occur in common areas or on school property that are under the control of the school district or on school buses that the school district operates or provides by contract.~~



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CLIMATE REPORTING

- ~~C. — In addition, each the district must provide a summary of all reportable incidents on the Basic Educational Data System (BEDS) School Data Form the following school year.~~
- ~~D. — Violent and Disruptive Incident Report Forms must be kept on file in the School District until the youngest person involved in an incident reaches the age of 27, and must be made available to State Education Department staff on request.~~

ALL NEW

I. Statement of Policy

The District files the required annual School Safety and Educational Climate (SSEC) report on the form prescribed by the Commissioner in a timely fashion.

II. Local Procedures

- A. The Superintendent of Schools shall adopt local procedures for the reporting of violent or disruptive incidents by each District school building and program in a form and format that allows the preparation of an accurate annual report for each school and for the District.
- B. The Superintendent may designate another District staff member to be responsible for the collection and compilation of the information necessary to prepare the annual report.

III. Record Management and Retention

- A. The local procedures approved by the Superintendent shall assure that copies of all SSEC related documents are retained until the youngest person involved in the incident is 27 years of age, whether or not the reported incident is verified as the result of the fact finding process. SSEC related documents include all reports of violent incidents, all reports of DASA infractions, Individual Incident Report (IIR) forms completed for an incident, copies of SSEC Summary Data Collection reports, action plans to eliminate unsafe and hostile environments, and investigative notes.
- B. The confidentiality of SSEC related documents that include personally identifiable student information will be maintained in accordance with state and federal law.

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CLIMATE REPORTING

- C. SSEC related documents are not treated as part of a student's permanent or cumulative record, and shall not be forwarded to another school if the student enrolls elsewhere.
- D. SSEC related documents shall be available to the State Education Department.

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Madison Central School District

Legal Ref: Education Law §§2801 (1) and 2802; ~~Chapter 425 of the Laws of 2002 relevant to Unsafe School Choice, Provisions of Part 120 of the Commissioner's Regulations relevant to Unsafe School Choice;~~ 8 NYCRR 100.2(ss gg)

Adopted: 12/16/15

Revised: \_\_\_\_\_

## LEAVE FOR CANCER SCREENING

### I. Statement of Policy

Each employee of the District shall have, upon request, an unpaid leave of absence for a sufficient period of time, not to exceed four (4) hours on an annual basis, to undergo ~~screening for breast cancer~~ screening.

~~Each employee of the District shall have, upon request, an unpaid leave of absence for a sufficient period of time, not to exceed four (4) hours on an annual basis, to undergo screening for prostate cancer.~~

Leave taken pursuant to this policy shall be excused leave, and shall not be charged against any other leave to which the employee may be entitled, ~~unless the employee elects to use accrued sick leave for this purpose.~~

### II. Responsibility of Superintendent

The Superintendent shall inform all building principals, directors, and other staff members who are responsible for responding to employee leave requests of this policy; and shall institute a system for recording leave taken pursuant to this policy.

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Madison Central School District

Adopted: 01/08/08

Revised: 06/16/15, \_\_\_\_\_