Board of Education

Stephanie Clark-Tanner
President
Jona Snyder
Vice President
Jessica Clark
Stephen Dodge
Michael Filipovich
Jennifer Lavoie
Steven Yancey



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 REGULAR MEETING

NOVEMBER 20, 2018 6:30 P.M. – LIBRARY

- I. Call to Order
- II. Oath of Office of New Members
 - a. Jessica Clark
 - b. Michael Filipovich
- III. Agenda Additions
- IV. Consent Agenda
 - a. Approval of Agenda for This Meeting
 - b. Approval of Minutes
 - 1. October 16, 2018 Audit Committee Meeting Minutes
 - 2. October 16, 2018 Regular Meeting Minutes
- V. Public Forum
 - a. FFA Presentation
- VI. Reports
 - a. Treasurer
 - 1. Internal Claim Auditor's Report
 - 2. Treasurer's Report dated October 31, 2018
 - 3. Detail Warrants
 - a. Warrant Number 16 Fund A 11/2/18 1 page
 - b. Warrant Number $17 \text{Fund A} 10/12/18 \hat{6}$ pages
 - c. Warrant Number 18 Fund A 10/26/18 8 pages
 - d. Warrant Number 8 Fund C 10/12/18 2 pages
 - e. Warrant Number 9 Fund C 10/26/18 2 pages
 - f. Warrant Number 4 Fund TA 11/2/18 4 pages
 - g. Warrant Number 4 Fund HBUS 11/2/18 1 page
 - h. Warrant Number 1 Fund FA19 10/12/18 1 page
 - i. Warrant Number 2 Fund FA19 10/26/18 1 page
 - b. Superintendent Information Items
 - Notice of "Fiscal Planning for 2019-20 Budget Year & Legislative Advocacy Initiatives" to be held on Monday, December 3, 2018 at Oneida BOCES
 - 2. William Hunter has been approved by CollegeNow to teach BIO 104 General Biology for the 2019-20 school year for college credit

- c. Superintendent Discussion Items
 - 1. Substitute Teacher Pay Rates
 - 2. Puerto Rico Trip chaperone expense
 - 3. Use of Weight Room
 - 4. Pre-Kindergarten numbers and cost
 - 5. School Resource Officer
 - 6. Transportation of students outside of school hours
 - 7. Bus Drivers
 - 8. School Climate Survey
 - 9. Healthy Kids Extended Day Program
- d. Superintendent- Approval Items
 - 1. Approval of 2019-20 Budget Development Calendar
 - 2. Approval of Municipal Cooperative Agreement for Workers' Compensation
 - 3. Approval of Resolution to enter into a Municipal Cooperative Agreement with Madison-Oneida-Herkimer Workers' Compensation Plan Consortium
 - 4. Approval to appointment of representative and alternate to the Madison-Oneida-Herkimer Workers' Compensation Plan Consortium Board of Directors
 - 5. Acceptance of DonorsChoose.org Grant of classroom materials valued at approximately \$150
 - 6. Approval of Committee Appointment of School Physician as Community Memorial Hospital to replace Dr. Robert Burdick as per reorganizational meeting appointments
 - 7. Approval to close 3 Key Bank accounts and open new accounts in the same name with the same dollar values at NBT Bank
 - 8. Approval of Resolution for Standard Work Day
 - 9. Approval to donate the wrestling mats to Morrisville Eaton Central School

VII. Policy

a. Second Reading of Policy # 0010 entitled "Equal Opportunity and Prohibition of Discrimination and Harassment (Including Sexual Harassment)

VIII. Old Business

- IX. New Business
 - a. Personnel
 - 1. Leave Requests
 - Carolee Snyder January 3-14, 2019 utilizing personal time and unpaid leave time
 - 2. Appointments
 - a. Dan Mitchell Varsity Boys Basketball coach for 2018-19
 - b. MacKenzie Elliott Certified Substitute Teacher effective 10/25/18
 - c. Rachel DiGeorge Probationary School Counselor effective 12/17/18 with recommendation for tenure of 12/17/22 with Provisional Certification in School Counseling at M1, Step 1 with Masters at \$41,964 per year
 - d. Amber Thrasher Detention Monitor
 - e. Erin Coon Non-Certified Substitute Teacher effective 11/20/18
 - b. CSE/CPSE Recommendations in official packet
 - c. Principal Reports

X. Correspondence

- a. Thank you card from family of Kayla Smith
- b. Richard Englebrecht's monthly BOCES newsletter for November 2018
- c. Library Media Center Monthly Report for October 2018

XI. Enter Executive Session

- a. To discuss the collective negotiations pursuant to Article 14 of the Civil Service Law i.e., the Taylor Law and appoint a temporary district clerk for executive session
- XII. Adjourn Executive Session
- XIII. Adjournment

OK

DRAFT

The Audit Committee Meeting of the Board of Education of Madison Central School was held on October 16, 2018 at 6:00 pm in the library.

MEMBERS PRESENT: Mr. Stephen Dodge - 6:04 pm

Mrs. Jennifer Lavoie Mr. Jona Snyder Ms. Stephanie Clark Mr. Steven Yancey

MEMBERS ABSENT:

None

OTHERS PRESENT:

Mr. Michael Davis, Superintendent

Mr. Larry Nichols, Building Principal – 6:23 pm Mr. Brian Latella, Elementary Principal – 6:23 pm

Mrs. Melanie Brouillette, Treasurer

Ms. Tracey Lewis, District Clerk - 6:12 pm

I. Call to Order

a. Mrs. Clark called the meeting to order at 6:02 pm.

II. The Audit Results from D'Arcangelo were presented and discussed.

III. Adjournment

MOTION #1 – ADJOURNMENT

ON THE MOTION of Mr. Yancey, seconded by Mr. Dodge, the board moved to adjourn the Audit Meeting at 6:26 pm.



DRAFT

The Regular Meeting of the Board of Education of Madison Central School was held on October 16, 2018 at 6:30 pm in the library.

MEMBERS PRESENT: Mr. Stephen Dodge

Mrs. Jennifer Lavoie Mr. Jona Snyder Ms. Stephanie Clark Mr. Steven Yancey

MEMBERS ABSENT: None

OTHERS PRESENT: Mr. Michael Davis, Superintendent

Mr. Larry Nichols, Building Principal Mr. Brian Latella, Elementary Principal Mrs. Melanie Brouillette, Treasurer Ms. Tracey Lewis, District Clerk

I. Call to Order

a. Mrs. Clark called the meeting to order at 6:30 pm

II. Agenda Additions

III. Consent Agenda

a. Approval of Agenda for This Meeting

MOTION #1 - APPROVAL OF AGENDA

ON THE MOTION of Mr. Yancey, seconded by Mrs. Lavoie, the board moved to approve the agenda for this meeting. Motion carried 5 yes, 0 no.

- b. Approval of Minutes
 - 1. September 18, 2018 Regular Meeting Minutes
 - 2. October 9, 2018 Executive Session Meeting Minutes

MOTION #2 - APPROVAL OF MINUTES

ON THE MOTION of Mr. Dodge, seconded by Mrs. Lavoie, the board moved to approve the minutes from the September 18, 2018 Regular Meeting and the October 9, 2018 Executive Session meeting with the amendment to the date listed to be October 9, 2018 for Executive Session meeting. Motion carried 5 yes, 0 no.

- IV. Public Forum
 - a. Questions were raised about the process for future coaching appointments and the improvement on the integrity of that process. Future appointments will follow the same procedures as teaching appointments utilizing OLAS, the proper evaluation process and holding the proper coaching certifications.
 - b. Questions were asked about the candidate appointment terms and lengths. It was clarified by the revised and approved meeting agenda for this meeting.
- V. Reports
 - a. Treasurer
 - 1. Internal Claim Auditor's Report

MOTION #3 - APPROVAL OF INTERNAL CLAIM AUDITOR'S REPORT

ON THE MOTION of Mr. Yancey, seconded by Mr. Snyder, the board moved to approve the Internal Claim Auditor's Report. Motion carried 5 yes, 0 no.

2. Treasurer's Report dated September 30, 2018

MOTION #4 - APPROVAL OF SEPTEMBER 30, 2018 TREASURER'S REPORT

ON THE MOTION Mrs. Lavoie, seconded by Mr. Snyder, the board moved to approve the September 30, 2018 Treasurer's Report. Motion carried 5 yes, 0 no.

3. Detail Warrants

MOTION #5 - APPROVAL OF DETAIL WARRANTS

ON THE MOTION of Mr. Snyder, seconded by Mrs. Lavoie, the board moved to approve the Detail Warrants as follow: Warrant Number 12 - Fund A - 9/13/18 - 5 pages, Warrant Number 13 - Fund A - 10/6/18 - 1 page, Warrant Number 14 - Fund A - 9/27/18 - 6 pages, Warrant Number 6 - Fund C - 9/13/18 - 2 pages, Warrant Number 7 - Fund C - 9/27/18 - 2 pages, Warrant Number 3 - Fund TA - 10/6/18 - 3 pages, Warrant Number 1 - Fund FA18 - 9/13/18 - 1 page, Warrant Number 3 - Fund HBUS - 10/6/18 - 2 pages. Motion carried 5 yes, 0 no.

- 4. The Financial Status Report was provided to the board.
- 5. The Quarterly Student Activities Report was shared.
- 6. The board was notified that the State Comptroller Auditor is currently auditing Madison Central School.
- b. Superintendent Information Items
 - Mr. Davis shared the Non Resident Student data with the board. Madison has 25 total non –resident students, 10 of which are students of staff members, 8 of which have tuition offset by taxes in the district, and 7 students who are invoiced and pay their tuition outright.
 - 2. Notice of the workshop entitled "Meet the Candidates" to be held on October 22, 2018 was given.
 - 3. Notice of the workshop entitled "OMH-SBI Second General Membership Meeting" to be held on November 8, 2018 was given.
 - 4. A survey for new school board member training sessions and needs was shared.
- c. Superintendent Approval Items
 - 1. Acceptance of the 2017-18 Audit Results

MOTION # 6 - ACCEPTANCE OF 2017-18 AUDIT RESULTS

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Dodge, the board moved to accept the 2017-18 Audit Results. Motion carried 5 yes, 0 no.

2. Approval of Overnight FFA Trip to Indianapolis, IN from October 23-28, 2018

MOTION #7 - APPROVAL OF OVERNIGHT FFA TRIP

ON THE MOTION of Mr. Snyder, seconded by Mrs. Lavoie, the board moved to approve the overnight FFA trip to Indianapolis, IN from October 23-28, 2018. Motion carried 5 yes, 0 no.

3. Approval of RFP for Physician services from Community Memorial Hospital

MOTION #8 – APPROVAL OF RFP FOR PHYSICIAN SERVICES

ON THE MOTION of Mr. Snyder, seconded by Mrs. Lavoie, the board moved to approve the RFP for physician services from Community Memorial Hospital. Motion carried 5 yes, 0 no.

4. Acceptance of 2018 Legacy Grant for FFA of \$500.00

MOTION #9 - ACCEPTANCE OF 2018 LEGACY GRANT OF \$500.00

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Snyder, the board moved to accept the 2018 Legacy Grant for FFA of \$500.00. Motion carried 5 yes, 0 no.

5. Approval for Mr. Davis to attend the Madison-Oneida Superintendent's retreat at Minnowbrook on Oct 29th

MOTION # 10 – APPROVAL OF ATTENDANCE AT CONFERENCE

ON THE MOTION of Mr. Snyder, seconded by Mrs. Lavoie, the board moved to approve the attendance of Mr. Davis at the Madison-Oneida Superintendent's retreat at Minnowbrook on October 29, 2018. Motion carried 5 yes, 0 no.

VI. Policy

- a. Notice was given of the approved Superintendent Regulations as listed below.
 - 1. Regulation # 0010.1 Report of Possible Discrimination or Harassment
 - 2. Regulation # 0010.2 DASA Incident Reporting Form
- b. First Readings The first reading was done at this time for the policy listed below.
 - 1. Policy # 0010 Equal Opportunity and Prohibition of Discrimination and Harassment (Including Sexual Harassment)

VII. Old Business

a. None

VIII. New Business

- a. Personnel
 - 1. Appointments
 - a. Brittney Rose Tucker Long Term School Counselor from October 2, 2018 through December 14, 2018 at M1, Step 1 with Masters at \$41,964 per year prorated
 - b. Stephen Krysty, Jr.- Probationary Secondary Social Studies Teachers effective 10/29/18 with tenure of 10/29/22 at M6, Step 5 with Masters at \$48,634 per year prorated
 - c. Jessica Lollman Non Certified Substitute Teacher effective 10/10/18
 - d. Darcy Schenk Probationary Full Time Teacher's Assistant effective 10/15/18 with tenure of 10/15/22 at Step 2, \$14.18 per hour, and 7 hours per day
 - e. Rachael Witter Non Certified Substitute Teacher effective 10/16/18

MOTION # 11 - APPROVAL OF APPOINTMENTS

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Yancey, the board moved to approve the appointments as listed:

- a. Brittney Rose Tucker Long Term School Counselor from October 2, 2018 through December 14, 2018 at M1, Step 1 with Masters at \$41,964 per year prorated
- b. Stephen Krysty, Jr.- Probationary Secondary Social Studies Teachers effective 10/29/18 with tenure of 10/29/22 at M6, Step 5 with Masters at \$48,634 per year prorated
- c. Jessica Lollman Non Certified Substitute Teacher effective 10/10/18
- d. Darcy Schenk Probationary Full Time Teacher's Assistant effective 10/15/18 with tenure of 10/15/22 at Step 2, \$14.18 per hour, and 7 hours per day
- e. Rachael Witter Non Certified Substitute Teacher effective 10/16/18 Motion carried 5 yes, 0 no.

2. Retirements

- a. Pam Hynes Cleaner effective June 28, 2018
- b. Carolee Snyder Teacher Assistant effective June 28, 2018

MOTION # 12 – APPROVAL OF RETIREMENTS

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Dodge, the board moved to approve the intents to retire for Pam Hynes and Carolee Snyder effective 6/28/18 with regrets and many thanks and gratitude for the years of service to the district. Motion carried 5 yes, 0 no.

3. Leave Requests

- a. Kristina Staring November 2-26, 2018 using available sick time
- b. Jonathan Silkowski FMLA for 6 weeks starting approximately January 21, 2018 utilizing sick time

MOTION # 13 - APPROVAL OF LEAVE REQUESTS

ON THE MOTION of Mr. Snyder, seconded by Mrs. Lavoie, the board moved to approve the leave requests as listed for Kristina Staring and Jonathan Silkowski. Motion carried 5 yes, 0 no.

4. Winter Coaching Appointments

- a. Boys Varsity Basketball Dan Mitchell postponed
- b. Boys JV Basketball Michael Strong
- c. Boys Modified Basketball Tariq Shah
- d. Girls Varsity Basketball Payge Miller
- e. Girls JV Basketball Spencer Staring
- f. Girls Modified Basketball Tricia Coon
- g. Cheerleading Sandra Ford

MOTION # 14 - APPROVAL OF WINTER COACHING APPOINTMENTS b-g

ON THE MOTION of Mr. Yancey, seconded by Mr. Snyder, the board moved to approve the Winter Coaching Appointments b.-g. as listed:

- b. Boys JV Basketball Michael Strong
- c. Boys Modified Basketball Tariq Shah
- d. Girls Varsity Basketball Payge Miller
- e. Girls JV Basketball Spencer Staring
- f. Girls Modified Basketball Tricia Coon
- g. Cheerleading Sandra Ford

Motion carried 5 yes, 0 no.

5. Volunteer Appointments

- a. Rick Peckham Volunteer to Boys Basketball
- b. Amy Coleman Volunteer to Girls Basketball

MOTION # 15 - APPROVAL OF VOLUNTEER APPOINTMENTS

ON THE MOTION of Mr. Dodge, seconded by Mrs. Lavoie, the board moved to approve the volunteer appointments of Rick Peckham and Amy Coleman to the basketball programs for the winter of 2018-19 as listed above. Motion carried 5 yes, 0 no.

6. Salary Adjustments

- a. Michele Cotter from M4, Step 20 to M6, Step 20
- b. Amanda Hinman from B3, Step 3 to B4, Step 3
- c. Hannah Matteson from B4, Step 5 to M1, Step 5 with Masters
- d. Amanda Goodenough from B5, Step 1 to M1, Step 1 with Masters
- e. Amber Thrasher from B1, Step 2 to B2, Step 2

MOTION # 16 - APPROVAL OF SALARY ADJUSTMENTS

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Snyder, the board moved to approve the salary adjustments as listed:

- a. Michele Cotter from M4, Step 20 to M6, Step 20
- b. Amanda Hinman from B3, Step 3 to B4, Step 3
- c. Hannah Matteson from B4, Step 5 to M1, Step 5 with Masters
- d. Amanda Goodenough from B5, Step 1 to M1, Step 1 with Masters
- e. Amber Thrasher from B1, Step 2 to B2, Step 2

Motion carried 5 yes, 0 no.

b. CSE/CPSE Recommendations - in official packet

MOTION # 17 - APPROVAL OF CSE/CPSE RECOMMENDATIONS

ON THE MOTION of Mr. Snyder, seconded by Mr. Yancey, the board moved to approve the CSE/CPSE Recommendations as found in the official packet. Motion carried 5 yes, 0 no.

c. Principal Reports

- 1. Mr. Latella discussed the professional development with Olivia Wahl, the innovative ideas discovered at the technology showcase, PBIS (Positive Behavior Intervention Supports) trainings, the field trip for 4th and 5th grades to Hamilton to meet an author, the Superintendent's Conference Day Friday the 19th when there will be no school, the upcoming parent/teacher conferences which will be November 8th, the Skanda program offering a fall field trip to our students, and that the dismissal process seems to be going smoothly and with improvement since the new parking lot design took effect.
- 2. Mr. Nichols thanked Mr. Usborne for taking on the task of teaching Social Studies and thanked Mr. Usborne and Mr. Silkowski for helping transition Mr. Krysty. He also noted that Madison Central was recognized by Section III for Sportsmanship, Ethics & Integrity as well as Mr. Lee being recognized and awarded the Outstanding Service Award from Section III. He also detailed the many college credits the senior class members are earning from several area colleges. Many seniors will be graduating with between 18-39 college credits. Lastly he discussed the plan for accelerating the math program starting at the junior high level.

IX. Correspondence

- a. Richard Engelbrecht's monthly BOCES newsletter for October 2018 was shared.
- b. The Madison-Oneida BOCES Annual Report for 2017-18 was shared with the board.
- c. The Monthly Library Media Center Report for September 2018 was shared.

- X. Vote and Motions to fill vacated board seats
 - a. Ballot casting (voting for 2 candidates of 4 candidates that applied) board members were given a ballot to vote for 2 of 4 candidates. Ballots were collected by the District Clerk and opened and tallied by the District Clerk and Treasurer.
 - b. Motion for candidate with the most votes to replace the board seat formerly held by Beverly Biedermann which will expire on 6/30/19. The new term will start on 7/1/19 to be filled by vote at the annual meeting for a new 4 year term.

MOTION # 18 – APPROVAL OF MICHAEL (MIKE) FILIPOVICH AS BOARD MEMBER ON THE MOTION of Mr. Dodge, seconded by Mrs. Lavoie, the board moved to appoint Michael (Mike) Filipovich to the vacated board seat formerly held by Beverly Biedermann. The term of this seat will expire on 6/30/19. The new term will start on 7/1/19 to be filled by vote at the annual meeting for a new 4 year term. Motion carried 5 yes, 0 no.

c. Motion for a candidate with the second most votes to replace the board seat formerly held by Laurie Zbock which will expire on 6/30/19. The new term will start on 7/1/19 and this seat will be filled by vote at the annual meeting for the remaining 3 years of this term.

MOTION # 19 - APPROVAL OF JESSICA CLARK AS BOARD MEMBER

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Snyder, the board moved to appoint Jessica Clark to the vacated board seat formerly held by Laurie Zbock. The term of this seat will expire on 6/30/19. The new term will start on 7/1/19 and this seat will be filled by vote at the annual meeting for the remaining 3 years of this term. Motion carried 5 yes, 0 no.

XI. Adjournment

MOTION #20 - ADJOURMENT

ON THE MOTION of Mrs. Lavoie, seconded by Mr. Snyder the board moved to adjourn the meeting at 7:11 pm. Motion carried 5 yes, 0 no.



ONEIDA-MADISON-HERKIMER COUNTIES School Boards Institute

"Children First"

O-M-H SBI will sponsor this very informative and important presentation:

"Fiscal Planning for 2019-20 Budget Year & Legislative Advocacy Initiatives"

This OMH-SBI Workshop is <u>free</u> for all members (\$75.00 fee for non members)

≈ Monday, December 3, 2018 ≈

Oneida BOCES, Middle Settlement Road, New Hartford

6:00-6:30 p.m.: Registration & Light Refreshments

6:30-8:15 p.m.: Presentation by:

Ms. Julie Marlette, Director for Governmental Relations,
New York State School Boards Association
Mr. Brian Fessler, Governmental Relations Representative,
New York State School Boards Association

This workshop will provide our board members with information on:

- > Up-to-date report on State Aid projections for 2019-20 and its impact for local school districts
- > Equity issues and the impact on our OMH-SBI school districts
- ➤ Building your best 2019-20 school budget under current Tax Cap Levy parameters, Expenditure Challenges and discussion of options
- > Update on Legislative action regarding Educational Issues
- ➤ Advocacy strategies for gaining support for our OMH-SBI Legislative initiatives by our NYS Assembly and Senate representatives. Several new legislators from our region
- > Advocacy strategies for gaining 2019-20 budget support from your school communities
- ➤ Question and Answer session regarding School District Finances, Legislative Lobbying strategies and Legislative Issues regarding education topics

NOTE: This program is open to all Board Members, Superintendents, School Business Officials and other school staff and community members who wish to attend.

To register, please use the attached registration form (by November 28)



School Boards Institute

"Children First"

COUNTIES

MICHAEL HEAD President Telephone: (315) 794-2891 È-Mail: mhead@wboro.org

WILLIAM LENNOX 1st Vice President Telephone: (315) 895-5655 F-Mail: bblennox47@gmail.com

STEVEN BROEDEL 2nd Vice President Telephone: (315) 684-7838 È-Mail: sbroedel@m-ecs.org

JAMES VanWORMER Coordinator for **Board Training** Telephone: (315) 941-6229 È-Mail: jvwormer@gmail.com

VICKI DEVEREESE Secretary for **Board Training** Telephone: (315) 867-2007 FAX: 867-2024 E-Mail: vdevereese@herkimer-boces.org

OMH-SBI Registration Form

"Fiscal Planning for 2019-20 Budget Year & Legislative Advocacy Initiatives"

Date:

December 3, 2018 (Monday)

Time:

6:00 p.m. - 6:30 p.m. "Check in" and Light Dinner 6:30 p.m. - 8:15 p.m. Program (Agenda is attached)

Presenter(s):

Ms. Julie Marlette, Director for Governmental Relations

NYS School Boards Association

Mr. Brian Fessler, Government Relations Specialist

NYS School Boards Association

Site:

Oneida BOCES - Middle Settlement Road, New Hartford

Oneida Conference Room

Fee: No Charge for OMH-SBI Members; Non-members, \$75.00

To register for "Fiscal Planning for 2019-20 Budget Year & Legislative Advocacy Initiatives":

Fill out the form and email to Vdevereese@herkimer-boces.org. Any questions, contact Vicki Devereese, Herkimer BOCES, School Boards Institute, at 315-867-2007.

** REGISTER by Wednesday, November 28 **

SCHOOL DISTRICT:		•
Name	_ Title	Telephone
Name	Title	Telephone
Name	_ Title	Telephone
Name	_Title	Telephone
Name	_Title	Telephone



November 12, 2018

Bill Hunter Madison High School 7303 Route 20 Madison NY 13402

Dear Bill:

CollegeNow is pleased to inform you that you have been approved to instruct BIOL104 – General Biology I (4 credits) for concurrent enrollment at Madison High School for the 2018-2019 academic year.

As the course outline indicates, this course will be offered during the <u>fall semester</u> for concurrent enrollment; therefore, correspondence and registration information will be forwarded in late August of each academic year to assist students with registering for this course.

<u>Note</u>: Each semester that you instruct this course for concurrent enrollment, please provide your students with an updated copy of the approved concurrent enrollment course outline that you submitted to our office. This document contains vital information that your students will need to progress through this college-level course successfully. Each semester that you instruct this course for concurrent enrollment, you will also be asked to provide an updated copy of the course outline to our office.

During the school year you will be contacted by a department faculty member who is serving as a CollegeNow faculty liaison and who will work with you to maintain alignment with the corresponding TC3 course(s). In the meantime, if you have questions or concerns, please contact Rhonda Kowalski at 607-844-6503 or via e-mail at rmk@tompkinscortland.edu to get in touch with the appropriate individual.

I have attached the "TC3 Administrative Network/Data Access Form" for you to complete. Completing this form will allow you to gain access to the myTC3 site where you will be able to view your concurrent enrollment class lists, complete the <u>required</u> registration verification and online grading for all of your concurrent enrollment courses. Please complete each form and fax it to our office at 607-844-6535 as soon as possible.

We look forward to our continued work with you and **Madison High School** students and staff. If you have any questions or concerns, please contact me or Rhonda.

Sincerely,

Victoria Zeppelin Victoria Zeppelin

Director

cc:

Michael Davis, Superintendent

Larry Nichols, Principal Mike Lee, Counselor

Phone: 607.844.8222, Ext. 4311 | Fax: 607.844.6535 | collegenow@TC3.edu | www.TC3.edu/collegenow

2018-19 SBO Survey

	BOCES	Camden CSD	Canastota CSD	Hamilton CSD	Madison CSD	Oneida CSD	Rome CSD	Stockbridge
ıbsitute Rates:								Valley CSD
Certified Teacher	\$87.10/day (\$91.65 Dec 31)	\$112.00/day	\$87.50	\$85.00/\$90.00 After 20 Days	\$80.00/day	\$105	\$110	\$86.00
Uncertified Teacher	\$80.60/day (\$85.15 Dec 31)	\$102.00/day	\$70	\$75.00/\$80.00 After 20 Days		\$92	\$102	\$78.00
Teaching Asst.	\$11.40/hr (\$12.10 Dec 31)	\$10.40-\$11.10	16.78	\$10.40/\$11.10	\$11.10/ hr	NA	MW	\$78.00
Teacher Aide	\$10.40/hr (\$11.10 Dec 31)	\$10.40-\$11.10	\$12.41	\$10.40/\$11.10	\$11.10/hr	\$11.10	MW	\$11.10/hr.
Bus Driver Bus Driver (summer)	N/A	\$13.50	\$20.95	\$17.59		\$19.82		
ous Driver (summer)	N/A	\$13.75		\$17.59		\$19.82	\$12.50	\$18.00/hr.
Clerical	\$11.40/hr (\$12.10 Dec 31)	\$10.40-\$11.10	\$14.08	\$10.40/\$11.10	\$11.10/ hr	\$11.10	MW ·	\$12.50/6
Custodian	\$11.40/hr (\$12.10 Dec 31)	\$10.40-\$11.10	\$15.19	\$10.40/\$11.10	\$11.10/ hr	\$13.36	MW	\$12.50/hr.
Food Service Helper	\$10.40/hr (\$11.10 Dec 31)	\$10.40-\$11.10	\$11.25	\$10.40/\$11.10	\$11.10/ hr	\$11.10		\$11.10/hr.
Groundskeeper	\$11.40/hr (\$12.10 Dec 31)	\$10.40-\$11.10	\$17.36	\$10.40/\$11.10			MW	\$11.10/hr.
Maintenance Mechanic	\$11.40/hr (\$12.10 Dec 31)	\$10.40-\$11.10	\$20.85	\$10.40/\$11.10		NA	МW	
Monitor	N/A		Ć1 4 02	· ·		NA	MW	
			\$14.02	\$10.40/\$11.10		\$11.10	MW	\$11.10/hr.
Nurse (RN)	\$87.10/day (\$91.65 Dec 31)	\$112.00/day	\$27.92	\$85.00	\$20.00/ hr	\$97.00	\$109.14	\$78.00
Nurse (LPN)	\$87.10/day (\$91.65 Dec 31)	N/A		\$85.00		NA	N/A	
Other (retiree, etc.)		\$122.00/day Teacher	97.5	\$95.00 Retiree	\$90.00 / day for Sub Teacher	Aide - \$12.95 Clerical - \$15.65 Food - \$11.80	131/day (teacher)	
ırriculum Rate:	\$26.00/hr	\$35.00/hr.	\$36.49	\$43.23 hr				
mah Dulasas			1	745.25 III	\$36.37/ hr	\$44.00	\$26.00	TBD
nch Prices:								
Breakfast (Elementary) Breakfast (Secondary)	CEP	\$1.25	\$1.10	\$1.25	\$1.00	¢1.00		
Lunch (Elementary)	CEP	\$1.25	\$1.10			\$1.00 \$1.00	\$1.25	\$1.25
Lunch (Secondary)	CEP	\$1.75	\$2.15	\$2.25	A South Market Comment of the Commen	\$2.00	\$1.25	\$1.25
x on True:	CEP	\$2.25	\$2.35	\$2.50		\$2.15	\$1.90	\$2.00
	n/a ·	\$13.67	24.461331	\$18.33		\$24.03		\$2.00
lleage Reimb Rate:	IRS RATE	\$0.40	IRS Rate	IRS	IRS			\$19.59
edicare Part B reimb: N, monthly amount)	Yes/\$134	Yes/\$96.40	134, 268	Yes/\$134		No	IRS	IRS Rate
ilding use charge:	\$34/hr	\$30/hr.	20/hr.	\$30.00		\$38/hour	Yes/\$134 varies	\$25/hr.

Example

			***		TIME S						
	Г			MADIS	ON CENT	RAL SCH	HOOL				
mployee Name			90						Payroll Date		08-Nov-
Position:	SUBSTITUTE			Payroll	10				Begin Date		11-Oct-
t .				=======	=				End Date:		24-Oct-
9											
ob ·	Budget	Rate	THUR	FRI	SAT	SUN	MON	TUE	WED	Hrs/	TOTALS
	Code	1st Wk	11-Oct	12-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	Days	TOTAL
Sub Teacher-Non-C ▼		75.00	1.00	K-900 fo	c a tea	cho				1.00	\$ 75.
Sub Teacher-Non-C	A 2110.140	11.10	7.00	+ SUB FOR	an aide	,				7.00	\$ 77.
		0.00								0.00	\$ 0.
No.	-	0.00						,		0.00	\$ 0.
										Ç-	
				-						2-	
	Budget	Rate	THUR	FRI	SAT	SUN	MON	TUE	WED	Hrs/	TOTALS
294	Code	2nd Wk	18-Oct	19-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct	Days	
		0.00					ş.:			0.00	\$ 0.
	4	0.00		1						0.00	\$ 0.
<u> </u>		0.00	-	l						0.00	\$ '0.
	7	0.00								0.00	\$ 0.
	_										
							Pay Period Tot	als:		8.00	\$ 152. =====
Date Printed:	30-Oct-18										

SCHOOL CLIMATE SURVEY

U.S. DEPARTMENT OF EDUCATION SCHOOL CLIMATE SURVEYS (EDSCLS) IMPLEMENTATION

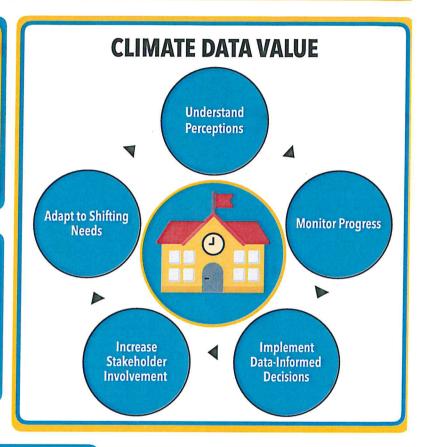
ESSA ALIGNMENT

NYSED's ESSA Plan recognizes the effect of school environment on student academic performance and supports efforts to improve the climate, including use of the EDSCLS.



WINTER/ SPRING 2019 PILOT

New York State districts are currently being invited to pilot the EDSCLS. The goal of the pilot is to evaluate the survey, define administration best practices, and explore the feasibility of scaling various deployment models.



MEASURING 3 DOMAINS AND 13 TOPICS

ENGAGEMENT

Cultural and Linguistic Competence

Relationships

School Participation

SAFETY

Emotional Safety

Physical Safety

Bullying

Substance Abuse

Emergency Readiness Management

ENVIRONMENT

Physical Environment

Instructional Environment

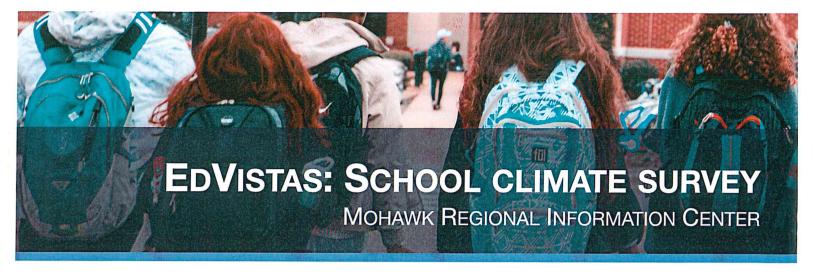
Physical Health

Mental Health

Discipline

SURVEYING STUDENTS, STAFF, AND PARENTS





OVERVIEW

The US DOE school climate survey assists schools in developing baseline data to assess the school and district climate, as well as work toward meeting DASA and ESSA requirements. All stakeholders are surveyed across three domains: engagement, safety, and environment. This data is valuable to help schools and districts understand stakeholder perceptions. monitor progress, implement data-informed decisions, increase stakeholder involvement, and adapt to shifting needs.

FEEDBACK FROM PILOT DISTRICTS

"We found the survey process to be really quite seamless. It worked extremely well and resulted in some good data."

"We had poor parent participation which may have been due to limited technological ability. A recommendation would be to send the link via email to parents allowing them to select the link and complete the survey via a mobile device."

"We were happy to be a part of the survey and have already met with our district committee...[We] are using the data to drive some of the programming we will be arranging for the 2018-19 school year."

IMPLEMENTATION TIPS & TRICKS

The survey includes sensitive topics such as drugs and alcohol use. Schools and districts may want to consider an opt-out option for families.

Publicize the survey link at all school events and in school communications!

AT A GLANCE

PARTICIPANTS

All Faculty & Staff Students Grades 5-12 Parents Grades 5-12

DISTRIBUTION

Each school or district receives a unique link to share with participants.

DURATION

15-20 minutes

INSTANT RESULTS

EdVistas provides immediate, user friendly reports that can be utilized in addressing areas of need.



INNOVATE. EDUCATE. LEAD.



Michael Davis <mdavis@madisoncentralny.org>

Healthy Kids Extended Day Program

1 message

Melissa Flores < melissa@healthykidsprograms.com > To: mdavis@madisoncentralny.org

Tue, Nov 13, 2018 at 2:02 PM

Dear Mr. Davis.

I would like to talk to you about bringing our Before and/or After School Care Program into your school.

The Healthy Kids Before/After School Care program is the largest provider of before and after school programs in New York State with programs in more than 50 public elementary. Schools choose us because of our high quality programming, terrific staff and affordable fees.

With employment levels reaching historical highs more and more parents need childcare to be able to accept job offers that can require them to leave work before the morning bus arrives and/or return home later than the afternoon bus drops off. We offer the programs they need. We can offer a morning program that can start as early as 6:30AM or 7:00AM, and an after school program that ends at 6:00PM or 6:30PM depending on the need in your working parent community.

As far as the staff we identify to work/oversee the program, we tend to look to the school to assist in identifying staff. Identifying staff that currently work in the school building has been a success formula for us. We try to align our program rules and expectations along with the daily rules/expectations of the school day. We usually have great luck with teaching assistants, and substitute teachers to run the before and/or after school program.

As you may know, all before/after care programs are closely regulated by the state of New York. Consequently, all our staff are well trained, background checked and have medical clearance to work with children.

Here is our latest e-newsletter link so you can see the wide range of schools that we are in. November 2018 HK Newsletter Link Here

I will be following up with a phone call to your secretary to be sure you have received this information. We would appreciate the time to speak to you personally about our program.

Respectfully,

Melissa Flores Regional Administrative Director Healthy Kids Program

Madison Central School 2019-2020 Budget Development Calendar

November 20, 2018		Present 2019-2020 budget calendar to Board of Education for adoption
December 12, 2018		Administration discussion on Special Ed student placements
January 3, 2019	ВС	Budget Committee - basic discussion and review bus purchases
January 9, 2019		Administration discussion on 2018-2019 expenditures
January 9, 2019		Budget requisitions distributed to staff
January 15-17, 2019		Superintendent meetings with Administration and Supervisors regarding their proposed budgets
January 15, 2019	R	Regular Board of Education Meeting - Review of recommendations for bus purch, buildings and grounds. Also discuss Health Ins, TRS, ERS
January 31, 2019		Budget requistions returned to principal
February 12, 2019		Budget descussion with principals and superintendent
February 12, 2019	R	Regular Board of Education Meeting - Review of a Draft Budget - Preliminary discussion of Revenue, Expenses, and Potential Tax Implications Anticipate Prgarm and Staffing Needs Bus purchases and building and grounds presented to the board.
February 14, 2019		Principals and Supervisors return budget proposals to the Superintendent (Includes supplies, materials and textbooks)
February 14, 2019	вс	Budget Committee - Recommendations on instructional and BOCES needs
March 1, 2019		Submit 2019-2020 calculation for tax levy limit to Office of the State Comptroller, Tax and Finance and SED.
March 5, 2019	BW	Board of Education Budget Workshop Meeting Budget discussion - Adminstrative Budget Recommendations based on need and taxing parameters
March 19, 2019	R	Regular Board of Education Meeting Budget discussion
March 28, 2019	вс	Budget Committee - prepare final budget for BOE
April 4, 2019		Publication of Legal Notice (1 of 4) 45 days before vote - Voting Dates, Petition for interested Board Members are available

April 2, 2019	BW	Board of Education Budget Workshop Meeting Board to approve 2019-2020 budget
April 18, 2019		Publication of Legal Notice (2 of 4)
April 19, 2019		Last day for submittal for propositions and Board seats to be placed on ballot - 4 PM -30 days before election Last day for 2019-2020 budget approval by Board of Education Regular Board of Education meeting Board of Education vote regarding BOCES Capital and Administrative Budget
April 23, 2019		Board of Education BOCES Vote
April 19, 2019		Last day for 2019-2020 budget approval by the Board of Education
April 26, 2019		Property Tax Report Card must be submitted to SED and local newspapers
April 24, 2019		Budget Statement and required attachments available in District Office
May 3, 2019		Mail Budget Newsletter
May 5, 2019		Publication of Legal Notice (3 of 4)
May 7, 2019		Budget Hearing 6:30 pm Budget statement and info prior to budget vote.
May 16, 2019		Publication of Legal Notice (4 of 4)
May 21, 2019		Annual Election for Board of Education members and voting on the 2019-2020 Annual Budget 12:00 Noon to 8:00 P.M. Board of Education Regular Meeting Board of Education Accepts the Election Budget vote results
June 11, 2019		Last date to file with the District Clerk and Commissioner of Education final sworn statement of campaign contributions by candidates for membership on BOE and Library Board.
June 18, 2019		Statewide budget revote day

Madison Oneida Herkimer Workers' Compensation Plan MUNICIPAL COOPERATION AGREEMENT

THE SECOND AMENDED AND RESTATED AGREEMENT, made effective this 1st day of January, 2019 (the "Effective Date"), by and among each of the signatory school districts and/or boards of cooperative educational services hereto (collectively the "Participants").

A. PURPOSES:

- 1. Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually.
- 2. Section 119-n of the General Municipal Law defines the term "municipal corporation" to include a county, city, town, village, fire district, school district and Board of Cooperative Educational Services.
- 3. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single workers' compensation insurance policy, enter into group workers' compensation plans, and establish a joint body to administer a workers' compensation plan.
- 4. Section 50(4)(a) of the New York State Workers' Compensation Law permits villages, towns, school districts and BOCES to individually self-insure for their workers' compensation obligation.
- 5. New York State Workers' Compensation Law Section 50(3-a) permits "employers," as defined therein, to participate in a program of group self-insurance.
- 6. The Participants in this Agreement have determined to their individual satisfaction that furnishing the workers' compensation benefits for their eligible officers and eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), through a Consortium by acting in concert with one another is in their best interests as it is more cost-effective and efficient.
- 7. Each of the Participants is a "municipal corporation" as defined above.
- 8. The Participants desire to reflect the current relationship of the municipal corporations and the current terms of their participation in the Madison Oneida Herkimer Workers' Compensation Plan.
- 9. The participating municipalities are executing this agreement with the intent of restating the terms of the existing Madison Oneida Herkimer Workers' Compensation Plan, clarifying certain terms of previous Agreements they have executed, and amending the previous agreement to reflect changes required through compliance with certain New York State Laws.
- 10. The Participants hereby designate themselves under this agreement as the Madison Oneida Herkimer Workers' Compensation Plan (the "Consortium") for the purpose of providing workers' compensation benefits to those employees that each Participant individually elects to include in the Madison Oneida Herkimer Workers' Compensation Plan(s) (the "Plan(s)").

B. PARTICIPANTS

- 1. The existing Participants are identified in the schedule attached hereto, and each of the Participants shall execute a counterpart of this Agreement.
- 2. After the date hereof, the Board of Directors may admit as additional participants in the Consortium school districts and Board of Cooperative Educational Services, as defined in Section 50(3-a) of the New York Workers' Compensation Law, located in New York State. Since Section 50(3-a) excludes school districts located in cities with a population of 125,000 or more from the definition of "municipal corporation," such districts shall not be permitted to participate in the plan. Such membership shall become effective on the 1st day of the calendar month following the adoption by the Board of Directors of the resolution to accept the new participant. Each new participant shall execute a counterpart to this Agreement to evidence its acceptance of the terms and conditions of this Agreement.
- 3. Within ten (10) days of such execution, the Consortium will notify the Chairman of the Workers' Compensation Board of the addition of the new participant. This notification must also be accompanied by the following documents which shall be provided to the Consortium by the new participant upon the Consortiums request:
 - a) The new participant's payroll report filed by classification code, for five (5) preceding annual fiscal periods; and
 - b) A report indicating compensation and medical losses, both payments and reserves, incurred by the new participant, for a period of up to ten (10) years prior to the date of application, as required by Title 12 of the New York Code of Rules and Regulations Section 315.6(c).
- 4. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, may elect to permit a school district which is not located in the geographical or political boundaries of the Madison Oneida Board of Cooperative Educational Services to become a Participant of the Plan subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility. Furthermore, said municipal corporation must declare that is intends to continue as a Participant for a minimum of three (3) years upon entry, and that it understands that earlier withdrawal will subject it to the consequences set forth in Section D of this Agreement.
- 5. An employer, who was previously a Participant, but is no longer a Participant of the Plan, and which is otherwise eligible for membership in the Plan, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds of the entire Board of Directors. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board of Directors. In order to reenter the Plan, an employer must have satisfied in full all of its outstanding financial obligations to the Plan.

Furthermore, such employer must declare that is intends to continue as a Participant for a minimum of three (3) years upon entry, and that it understands that earlier withdrawal will subject it to the consequences set forth in Section D of this Agreement.

C. PARTICIPANTS' LIABILITY

The Participants shall share in the costs of, and assume the liabilities for workers' compensation benefits provided under the Plan to covered officers and employees. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the Consortium's Board of Directors, as outlined in the Bylaws of this Agreement. The pro rata share shall be based on the Participant's aggregate premium contribution to the Plan for the time the participant was in the plan as a percentage of the total aggregate premium contribution to the Plan during their period of participation.

In addition, any new Participants who enter the Consortium may be subject to additional financial considerations above and beyond the premium contributions to the Plan. Said additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board of Directors.

D. WITHDRAWAL OF PARTICIPANT

- 1. Withdrawal of a Participant from the Plan shall be effective only once annually on the last day of the Plan year, June 30th.
- Notice of Intention of a Participant to Withdraw must be given in writing to the Chairperson of the Board of Directors and the Fiscal Officer prior to March 1st for the Fiscal Year 2019-20 and for all subsequent fiscal years thereafter. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan's Fiscal Year, unless the Board of Directors shall consent to such withdrawal by a two-thirds (2/3) vote.
- 3. Any withdrawing Participant shall be responsible for their pro rata share of any Plan deficit. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal. The Plan surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Plan as determined by the Board of Directors These expenses and liabilities will be determined, by independent audit and in conjunction with the Third Party Administrators recommendations, five (5) years after the end of the fiscal year in which the Participant last participated.
- 4. The surplus or deficit will include recognition of any claims, expenses, and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's aggregate premium contribution to the Plan as a percentage of the total aggregate premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant will be paid to the Participant five (5) years after the effective date of the withdrawal. Any pro rata deficit amount will be billed to the Participant by the Plan five (5) years after the effective date of the withdrawal and shall be due and payable within (30) days after the date of such bill.
- 5. Any Participant which withdraws from the Consortium less than three (3) calendar years from its most recent effective date may be subject to an additional risk charge as determined at the time of withdrawal by the Board of Directors. Said charge is separate and distinct from the calculation of the Plan Surplus or Deficit described in paragraphs 3 and 4 of this Section. Any risk charge approved by the Board of Directors is due and payable within sixty (60) days from the date said risk charge is billed to the withdrawing Participant. Failure to make a timely payment may result in the addition of late fees as determined by the Board of Directors.

E. DISSOLUTION; TERMINATION; EXPULSION

- 1. The Board at any time, by a two-thirds (2/3) of the entire Board of Directors, determine that the Consortium shall be dissolved and terminated. If such determination is made, the Fund shall be dissolved ninety (90) days after written notice to the Participants.
 - a) Upon a determination to dissolve the Fund, the Board of Directors shall develop a plan for closing the Plans' affairs in an orderly manner designed to result in timely payment of all benefits.
 - b) Upon termination of this Agreement, or the Plan, each Participant shall be responsible for its pro rata share of any Plan deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Plan are closed. No part of any funds of the Plan shall be subject to the claims of general creditors of any Participant until all Plan benefits and other Plan obligations have been satisfied. The Plan's surplus or deficit shall be based on actual expenses. These expenses will be determined within such timeframe as necessary to complete the analysis, which shall not exceed two (2) years after the end of the fiscal year in which the agreement or Plan terminates.
 - c) Any surplus or deficit will include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's aggregate premium contribution to the Plan as a percentage of the total aggregate premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.
- 2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date"). Each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement. Such written resolution shall be submitted to the Board on or before March 1st. Failure to submit any such resolution shall be deemed automatic consent to continuation of the Consortium until the next Review Date under the existing terms and conditions. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Board at a special meeting called for such purpose. Such special meeting shall be held on or before April 30th. Notwithstanding the foregoing, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the Budget and annual assessment for the next year without having approved any modification or amendment to the Agreement, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

- 3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:
 - a) A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the solvency of the Consortium; or
 - b) A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Paragraph D of this Agreement.

F. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the Participants as follows:

- 1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
- 2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the signatory municipal corporations as to those matters within the scope of the Agreement.
- 3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the collective whole may on occasion temporarily disadvantage one or more of the individual Participants.
- 4. The Participant represents and warrants that the Designated Board Member understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
- 5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of Directors of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.

G. RECORDS

All records and documents, including financial records, associated with the operation of the Consortium are the property of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiscal Officer. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared. A copy of requests for data made directly to the Administrator or Insurance Company by any Participant must be delivered to the Consortium's Fiscal Officer at the time of the request.

H. CHANGES TO AGREEMENT

Any change or amendment to this Agreement requires the approval of two-thirds (2/3) of all Participants.

I. CONFIDENTIALITY

Nothing contained in this Agreement shall be construed to waive any right that a person possesses covered under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of the covered person.

J. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

- 1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Fund be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this section are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.
- 2. <u>Disputes subject to ADR</u>: Any dispute by any Participant arising out of or relating to a contention that:
 - a) The Board, the Board's designated agents, or any Participant has failed to adhere to the terms and conditions of this Agreement;
 - b) The Board, the Board's designated agents, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or
 - c) Any other dispute otherwise arising out of or relating to the terms or conditions of this Agreement or requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

- 3. <u>ADR Procedure</u>: Any dispute subject to ADR, as described in subparagraph (1), shall be resolved exclusively by the following procedure:
 - a) Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.
 - (i) Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the claimant, collect such other information from any other interested party or source, form a recommendation as to whether the claimant has a valid objection or claim, and if so, suggest a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.
 - (ii) Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the claimant has a valid claim, and if so, what the fair resolution should be. The Board's determination shall be deemed final subject to the claimant's right to arbitrate as set forth below.
 - b) Arbitration: The claimant may challenge any Board decision under subparagraph (J)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a claimant shall fail to file a Demand within thirty (30 days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim; provided however,
 - (i) In no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim and
 - (ii) In no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

K. MISCELLANEOUS PROVISIONS.

- 1. This instrument, in conjunction with the adopted Bylaws, constitutes the entire agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supercedes any previous agreement, whether oral or written.
- 2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
- 3. If any provision of this Agreement is held to be invalid, the remainder of the document shall not be affected thereby.
- 4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section J(3)(b)(ii) except to the extent otherwise limited therein, shall be governed by New York substantive law.
- 5. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the Board of Education approving this Agreement and authorizing its execution.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

CAMDEN CSD	HAMILTON CSD
By:Board President	By: Board President
CANASTOTA CSD By:	HERKIMER BOCES By:
By:Board President	By:Board President
CENTRAL VALLEY CENTRAL CSD	HERKIMER CSD
By:Board President	By:Board President
DCMO BOCES	LITTLE FALLS CSD
By:Board President	By:Board President
DOLGEVILLE CSD	MADISON CSD
Board President	By:Board President
DOWNSVILLE CSD By: Board President	MADISON ONEIDA BOCES By: Board President
FRANKFORT SCHUYLER CSD	MORRISVILLE EATON CSD By: Board President
By:Board President	Board President
GILBERTSVILLE MT UPTON CSD	MOUNT MARKHAM CSD
By:	By:

ONEIDA CITY SCHOOLS	RICHFIELD SPRINGS CSD
By:Board President	By:Board President
OPPENHEIM EPHRATAH ST. JOHNSVILLE CSD	SHERBURNE EARLVILLE CSD
By:Board President	By:Board President
OTSELIC VALLEY CSD	STOCKBRIDGE VALLEY CSD
By:Board President	By:Board President
OWEN D. YOUNG CSD	Unadilla Valley CSD
By:Board President	By:Board President
OXFORD ACADEMY CSD	VERNON VERONA SHERRILL CSD
By:Board President	By:Board President
POLAND CSD	WEST CANADA VALLEY CSD
By:Board President	By:Board President
*	WESTMORELAND CSD
	By:Board President

MADISON ONEIDA HERKIMER WORKERS' COMPENSATION PLAN PARTICIPANTS AS OF JANUARY 1, 2019

SCHEDULE A

Camden Central School District

Canastota Central School District

Central Valley Central School District

Delaware-Chenango-Madison-Otsego BOCES

Dolgeville Central School District

Downsville Central School District

Frankfort-Schuyler Central School District

Gilbertsville-Mt. Upton Central School District

Hamilton Central School District

Herkimer BOCES

Herkimer Central School District

Little Falls City School District

Madison Central School District

Madison-Oneida BOCES

Morrisville-Eaton Central School District

Mt. Markham Central School District

Oneida City School District

Oppenheim-Ephratah-St. Johnsville Central School District

Otselic Valley Central School District

Owen D Young Central School District

Oxford Academy & Central School District

Poland Central School District

Richfield Springs Central School District

Sherburne-Earlville Central School District

Stockbridge Valley Central School District

Unadilla Valley Central School District

Vernon-Verona-Sherrill Central School District (AKA Sherrill City SD)

West Canada Valley Central School District

Westmoreland Central School District

Certified to be a true and correct copy of the By-Laws of the Madison Oneida Herkimer Consortium, adopted by the Board of Directors on

Election 16., 2018.

, Secretary

MADISON ONEIDA HERKIMER WORKERS' COMPENSATION PLAN

BY-LAWS

SCHEDULE B

A. BOARD OF DIRECTORS

- 1. The governing body of the Consortium, responsible for management, control and administration of the Plan, shall be a Board of Directors, ("Board of Directors"), composed of one (1) representative of each Participant, who shall be designated annually in writing, by the governing body of the Participant.
- 2. If a Board Member cannot fulfill his/her obligations, for any reason, as set forth herein, the Participant must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a member of the Board of Directors.
- 3. Members of the Board of Directors shall receive no remuneration from the Consortium for their service and shall serve a term from July 1 through June 30 of each year.
- 4. No individual shall be the representative of more than one (1) Participant.
- 5. No member of the Board of Directors, or any member of the member's immediate family shall be an owner, officer, director, or partner of any contract agency retained by the Consortium.
- 6. Each member of the Board of Directors shall be entitled to one (1) vote.
- 7. Each Participant may designate in writing an alternate to attend the Board of Director's meeting when its representative on the Board of Directors cannot attend. The alternate may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, have voting authority. Only alternates with voting authority shall be counted toward a quorum.
- 8. A majority of members of the Board of Directors shall constitute a quorum. A quorum is a simple majority (more than half) of the total number of board members. A quorum is required for the board to conduct any business. A majority of the entire board, not simply those present, is required for the board to take any official action, unless otherwise specified in this agreement.
- 9. The Board of Directors shall meet on a regular basis, but not less than on an annual basis at a time and place determined by the Board of Directors.

MADISON ONEIDA HERKIMER WORKERS' COMPENSATION PLAN

B. ACTIONS BY THE BOARD

The entire Board of Directors shall mean the number of Directors when there are no vacancies. A majority of the entire Board of Directors is required to take action on the following matters, with the exception of Special Meetings of the Board:

- 1. To fill any vacancy in any of the officers of the Consortium.
- 2. To fix the frequency, time, and place of regular Board meetings. Special meetings of the Board which may be called by the Chairperson or any two (2) Board Members provided not less than two (2) days written or oral notice is provided to all remaining Board Members.
- 3. To approve an annual budget for the Consortium, prior to February 1st of each year, and determine the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.
- 4. To monitor receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants.
- 5. To establish administration guidelines for the efficient operation of the Plan.
- 6. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this agreement.
- 7. To contract with third parties, which may include one (1) or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Plan. Said goods and services may include, but may not be limited to accounting services, legal counsel, consulting services, purchase of insurances, and actuarial services.
- 8. To review, consider and act on any recommendations made by a Plan Consultant or Plan Administrator.
- 9. To determine each year the insurance carrier or carriers, if any, who are to provide the Excess Workers' Compensation insurance coverage during the next year.
- 10. To determine and notify each Participant by February 1st of each year of the monthly premium equivalent for each enrollee classification during the next Plan year commencing the following July 1st.
- 11. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the FDIC.
- 12. To designate annually the Treasurer of the Consortium who may or may not be a member of the Board of Directors and who shall be the Treasurer of the Madison Oneida BOCES. The Treasurer's duties will be determined by the Consortium's Fiscal Officer to whom he/she will report.
- 13. To designate annually the Secretary of the Consortium and the Attorney in Fact who may or may not be a member of the Board of Directors.

- 14. To designate the Secretary of the Consortium to have custody of all reports, statements and other documents of the Consortium. The Secretary will take minutes of each Board Meeting which shall be acted on by the Board of Directors at a subsequent meeting.
- 15. To choose the Certified Public Accountant and the Actuary to provide the reports required by this Agreement and any applicable law.
- 16. The Board of Directors shall not have any authority to engage the services of any person as an officer or employee of the Consortium. BOCES shall provide for all necessary services and materials pursuant to an annual contract with the Board of Directors. BOCES officers and employees who assist or participate in the operation of the Plan shall not be deemed employees of the Consortium.

C. OFFICERS

- 1. The Board of Directors shall elect annually from its members a Chairperson and Vice Chairperson of the Plan. In the absence of the Chairperson, the Vice Chairperson shall perform the duties of the office of the Chairperson. Any vacancy in an officer's position shall be filled at the next meeting of the Board of Directors.
- 2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. The Board of Directors shall not have any authority to engage the services of any person as an employee of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.

D. EXECUTIVE COMMITTEE

- 1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice-Chairperson, and the Fiscal Officer of the Consortium, plus a minimum of three (3) additional Board members. The members on the Executive Committee will be chosen annually by a majority vote of the Board of Directors. If a member of the Executive Committee cannot fulfill his/her obligations, for any reason, as set forth herein, the Participants vacancy will be filled at the next meeting of the Board of Directors.
- 2. The Executive Committee may meet at any time between meetings of the Board of Directors at the discretion of the Chairperson. The Executive Committee will make recommendations to the Board of Directors.
- 3. The Executive Committee oversees the Consortium between meetings of the Board of Directors, subject to such approval by the Board of Directors as may be required by this agreement, and/or by bylaws or rules established by the Board of Directors.
- 4. The Executive Committee shall have all the authority of the Board required and necessary in the operation and management of the Plan's day-to-day affairs. However, the Executive Committee

shall have no authority as to any of the following matters:

- a) Amendments of this Agreement or the By-laws;
- b) The filling of vacancies in the Board of Directors or in the Executive Committee;
- c) Amendment or repeal of any resolution of the Board which by its terms shall not be so amenable or repealable.

The Board may designate one (1) or more directors as alternate members of such Executive Committee, who may replace any absent member or members at any meeting of such Executive Committee.

E. PLAN ADMINISTRATOR

The Board of Directors will annually designate an administrator and/or insurance company of the Plan and the other provider(s) who are deemed by the Board of Directors to be qualified to receive, investigate, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered.

F. ATTORNEY-IN-FACT

The attorney-in-fact shall receive on behalf of the Consortium service of summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.

G. FISCAL OFFICER

- 1. The Chief Fiscal Officer of the Madison Oneida BOCES is hereby designated the Fiscal Officer of the Consortium who shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Plan, and shall have custody of all monies either received or expended by the Plan. The Fiscal Officer shall receive no remuneration from the Consortium, except that the Plan will reimburse reasonable and necessary out-of-pocket expenses incurred by the Fiscal Officer in connection with performance of his or her duties that relate to the Plan.
- 2. All monies collected by the Fiscal Officer relating to the Consortium, shall be pooled and administered as a common fund. The Fiscal Officer shall, subject to the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Consortium's Board of Directors.
- 3. The Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such principal amount as deemed adequate to protect the interests of the Consortium.
- 4. All monies collected from the Participants by the Fiscal Officer in connection with the Plan shall be deposited in accordance with the policies of the Participant which regularly employs the Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

H. PREMIUM CALCULATIONS/PAYMENT

- 1. The annual premium equivalent rates shall be established by a majority of the entire Board of Directors. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board of Directors.
- 2. The Consortium shall maintain reserves and excess insurance to the level and extent determined by the Board of Directors in consultation with and based on the recommendations of the Consortium's Executive Committee and Plan Consultant.
- 3. Each Participant's annual premium equivalent, by payroll classification, shall be paid by the 15th of July for the Plan year (July 1st June 30th). Each participant may opt to pay ½ of the annual premium by the 15th of July. However, any remaining balance must be paid by the 15st of September. A late payment charge of one percent (1%) of the installment then due will be charged by the Board for any payment not received thirty (30) days of the final due date, or the next business day when the day falls on a Saturday, Sunday legal holiday or day observed as a legal holiday by the Participants.

The Consortium will waive the penalty once per fiscal year for each Participant, but will strictly enforce the penalty thereafter, unless the Board of Directors provided otherwise by approval of a majority of the entire Board of Directors. Failure to make payment, including any applicable penalties, within sixty (60) days of the due date will be a basis for determination by the Board of exclusion from the Plan, subject to compliance with the procedures set forth in Section E, Paragraph 3 of the Agreement.

- 4. The Board of Directors, by a two-thirds (2/3) of the entire Board of Directors, has the power to assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, or if the Board of Directors otherwise determines that it would be prudent to make such assessments. Such assessments will be made on a pro-rata basis and payment is due within thirty (30) days of billing.
- 5. The Board of Directors, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts to the next year's budget for the plan.

I. REPORTING

The Fiscal Officer will ensure the following reports shall be prepared and furnished to the Board of Directors, and made available to the Participants:

- 1. Annually, the Plan's Consultant will develop a report showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors may prescribe, together with an audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the Plan.
- 2. Periodic reports will be generated by the Fiscal Officer of the Consortium at least annually. Said reports will include, but may not be limited to, a Treasurer's Report and a Trial Balance Report.

RESOLUTION

AUTHORIZING THE ______ TO
ENTER INTO A MUNICIPAL COOPERATIVE AGREEMENT
WITH THE MADISON-ONEIDA-HERKIMER WORKERS'
COMPENSATION PLAN CONSORTIUM

BY:			
IT IS HEREBY RESOLVED, the Board of Education for thedoes hereby authorize the Superintendent of Schools (District Superintendent) into a Municipal Cooperative Agreement with the Madison-Oneida-Herkimer W Plan Consortium effective January 1, 2019, by which the(d membership into the Consortium to provide workers' compensation insurance	to enter Vorkers' Compensation istrict/BOCES) shall gain		
IT IS FURTHER RESOLVED, that membership into the Consortium shall renew annually, unless the District (BOCES) should seek to withdraw in accordance with the terms and conditions of the Municipal Cooperative Agreement.			
SECONDED BY			

RESOLUTION

AUTHORIZING THE APPOINTMENT OF A
DISTRICT (BOCES) REPRESENTATIVE AND
ALTERNATE TO THE MADISON-ONEIDA-HERKIMER
WORKERS' COMPENSATION PLAN CONSORTIUM
BOARD OF DIRECTORS

BY:				
WHEREAS, the District (BOCES) has entered into agreement with the Madison-Oneida- Herkimer Workers' Compensation Plan Consortium ("Consortium") to participate as a member of said organization to provide workers' compensation insurance services to the District (BOCES); and				
WHEREAS, in entering into this Agreement, the District's (BOCES') governing body is required to identify and appoint one (1) representative to serve on the Consortium's Board of Directors, as well as to identify and appoint one (1)alternate at attend the Board of Director's meetings when its representative cannot be present; and				
WHEREAS, it is the desire of the Board of Education to comply with this requirement; now, therefore;				
IT IS HEREBY RESOLVED, that the Board of Education for the School District (BOCES) does hereby appoint to serve as the District's (BOCES') representative to the Madison-Oneida-Herkimer Workers' Compensation Plan Consortium's Board of Directors for the 2018-2019 school year; and				
IT ISFURTHER RESOLVED, that the Board of Education for the School District (BOCES) does hereby appoint to serve as an alternate to its representative on the Consortium's Board of Directors should that person be unable to attend a scheduled Board meeting(s).				
SECONDED BY				

TO: Principal and Administrators at Madison Central School FROM: DonorsChoose.org (212-239-3615)
RE: Mrs. Bergeron got funding for her classroom

Give Mrs. Bergeron a high five! Mrs. Bergeron recently earned funding at DonorsChoose.org for a classroom project called "Exploring the Wonderful World of Reading Through Reading Workshop". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mrs. Bergeron's classroom.

- 1. The Little Red Hen (Paul Galdone Classics) quantity 6, \$4.99 each
- 2. Hansel and Gretel (Picture Puffins) quantity 2, \$7.59 each
- 3. Jamaica's Find (Reading Rainbow) quantity 2, \$6.95 each
- 4. Caps for Sale: A Tale of a Peddler Some Mon... quantity 2, \$5.56 each
 - 5. My Mouth Is a Volcano! quantity 2, \$5.52 each
 - 6. Where the Wild Things Are quantity 2, \$6.39 each
- 7. Dog Man: Lord of the Fleas: From the Creato... quantity 1, \$7.05 each
 - 8. And some additional requested resources.

Please tell your front office to expect delivery of any materials within the next few weeks, and ask them to inform Mrs. Bergeron when packages arrive.

If Mrs. Bergeron is no longer teaching at your school, or if there is another reason this donation should not be made, please contact us immediately at principals@donorschoose.org. Save this notice if you need documentation of grants received.

DonorsChoose.org is a free nonprofit website where teachers at your school can receive funding for student resources. All we ask teachers to provide in return is a "thank-you package" for their donors. For information about control or use of resources funded through our site, visit www.donorschoose.org/resourcepolicy.

Thank you for fostering an environment where teachers go above and beyond for their students!

The DonorsChoose.org Team

P.S. Mrs. Bergeron inspired donations from:

Anonymous (Rome, NY)
The DonorsChoose.org Community

See why these donors gave at https://www.donorschoose.org/project/exploring-the-wonderful-world-of-reading/3527970/.

134 West 37th Street, 11th Floor | New York, NY 10018 www.donorschoose.org | principals@donorschoose.org | 212-239-3615

Board of Education

Stephanie Clark-Tanner
President
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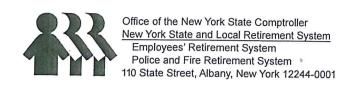
Madison Central School District

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

Please approve the following resolution at the November 20, 2018 Board of Education meeting.

RESOLVED: That the Board of Education of the Madison Central School District sets the Standard Work Day as per the attached sheet.

	Moved		Seconded
Motion Carried	Yes	No	
Date:		Clerk:	, , , , , , , , , , , , , , , , , , , ,



Standard Work Day Resolution for Employees* RS 2418

(Rev. 7/11)

the following as stand	lard work days for its employees and will report days nt System based on the time keeping system or the	code <u>1351/</u> , he worked to the New York record of activities maint	State and Local	
	Cleaner Teacher Ricle Nurse Typist / Clerical Cook / Manager School Bus Moniter	Standard Work Day (Hrs/day) Shus/day Thus/day Shus/day Units/day		
	of, 20 Date enacted:			
	re of clerk)	-2	_	
Ī,	, clerk of the governing board	of the		
I,, clerk of the governing board of the, (Name of Employer) of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the day of, 20 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.				
I further certify that the full board, consists of members, and that of such members were present at such meeting and that of such members voted in favor of the above resolution.				
IN WITNESS WHEREC Set my hand and the se	•		No.	
. (Name	of Employer)		(seal)	

*To be used for all employees. Please list Elected and Appointed Officials on the form (RS2417-A) Standard Workday and Reporting Resolution for Elected and Appointed Officials.

See Instructions for Completing Form on Back

Policy

GENERAL COMMITMENTS

Draft 10/10/2018 0010

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

I. Statement of Policy

- A. The Madison Central School District provides education programs and services, does business with vendors and the public, provides equal access to the Boy Scouts and other designated groups, and makes decisions regarding employment without consideration of an individual's race, color, creed, religion, national origin (regardless of English language skills), age, sex, sexual orientation, marital status, military or veteran status, disability, genetic information or predisposing genetic characteristics, arrest record, or prior criminal convictions, or domestic violence victim status; except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation.
- B. Our commitment to provide education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.
- C. Our commitment to provide employment without <u>harassment</u>, <u>including sexual harassment</u>, <u>or</u> discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.
- D. No student shall be subjected to harassment or bullying (as defined below) by employees or students on school property or at a school function. No student shall be subjected to discrimination based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, (including gender identity or expression), or sex by another student or a school employee on school property or at a school function. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.
- E. This goal of this Policy is to create a school environment that is free from discrimination, bullying and harassment. This Policy shall be interpreted and implemented so that the District complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

II. Opportunities for Individuals with Disabilities

- A. <u>Education Programs, Services, and Activities:</u> A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with Policy 8500, Special Education. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under Policy 8502, shall be provided educational programs, services, and activities in accordance with Section 504.
- B. <u>Employment</u>: An employee with a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the District will provide a reasonable accommodation that does not impose an undue burden upon the District.
- C. <u>Public Accommodation</u>: District facilities shall be designed, constructed, and maintained so that, when each part of the District's program is viewed in its entirety, that part of the program is readily accessible to handicapped persons.

III. Harassment Bullying and Discrimination Prohibited

A. General Standard of Conduct

No one who is receiving an education from the District, or who is employed by the District, or who is present on school property or at a school event, should experience harassment, bullying, or discrimination. The District's Code of Conduct prohibits harassment, bullying and discrimination and it applies to conduct by District employees, District students, and anyone else on school property or at a school event.

When determining whether particular conduct or statements are to be classified as prohibited harassment, the District will consider the intent of the person engaging in the conduct or making the statement; however, the determining factor will be whether the person at whom the conduct or statement was directed reasonably experienced the conduct or statement as unwelcome harassment.

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

B. Conduct Directed at a Student

- 1. Conduct (including verbal conduct) directed at a student will be classified as harassment or bullying if it ereates a hostile environment that either:
- 1. <u>Creates a hostile environment that has or would have the effect of unreasonably and substantially interfering with</u>
 - a. has the effect, or would have the effect of substantially and unreasonably interfering with the student's educational performance, opportunities, or benefits; or
 - b. causes, or would be expected to cause, the student to reasonably fear for their physical safety; or
 - b. the student's physical, emotional, or mental well-being, or
 - c. causes, or would reasonably be expected to cause, harm to the student's emotional well being through the creation of a hostile school environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.
- 2. Conduct that occurs off school property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the school environment.
- 3. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

C. Conduct Directed at Someone Other than a Student

Conduct (including verbal conduct) directed at someone other than a student who is present on school property or at a school event will be classified as discrimination or harassment if it is motivated by that person's race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, and

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

- 1. It has the purpose or the effect of substantially interfering with the person's work performance; or
- 2. the person is explicitly or implicitly told that they must submit to that treatment in order to receive or continue to receive employment opportunities; or
- 3. a decision by the District about that person's employment is influenced by whether that person has submitted to the treatment or objected to it.
- D. Also prohibited, as sexual harassment, is the making of unwanted sexual advances, the making of any requests for sexual favors, and subjecting another person to any touching, teasing or other verbal communication of a sexual nature.

 The following describes some of the types of acts that may be unlawful sexual harassment:
 - 1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation, or attempts to commit these assaults.
 - b. <u>Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.</u>
 - 2. <u>Unwanted sexual advances, propositions or other sexual comments, such as:</u>
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;
 - b. Subtle or obvious pressure for unwelcome sexual activities;
 - c. <u>Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which are sufficiently severe or pervasive to create a hostile work environment.</u>
 - 3. <u>Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, </u>

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

promotional material, reading materials, or other materials that are sexually demeaning or pornographic.

- E. Anyone who feels that they have experienced prohibited <u>discrimination or</u> harassment should bring this to the District's attention by using the Complaint Procedure described below. <u>Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Compliance Coordinator.</u>
- F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.
- G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.

IV. Strategy to Prevent Harassment, Bullying, and Discrimination

With the objective of preventing acts of harassment, bullying, or discrimination from interfering with any student's educational opportunities or sense of safety in school, the District will implement the procedures described in this Policy to:

- A. Expand student and employee awareness of the problem;
- B. Train staff and instruct students about appropriate, non-discriminatory behavior;
- C. Respond to reports of conduct that may violate this Policy; and
- D. Implement corrective and restorative measures as appropriate, when unacceptable conduct occurs.

V. Compliance Coordinator(s)

A. The Compliance Coordinator for purposes of implementing this Policy shall be:

Mr. Larry Nichols, Building Principal (315) 893-1878 ext. 204

<u>EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF</u> DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

The Compliance Coordinator is responsible for receiving complaints of conduct that may violate this Policy and Title IX (sex discrimination), Title VI (race and national origin discrimination), or Section 504 or the Americans with Disabilities Act (disability discrimination); directing a thorough fact finding regarding those complaints; making a determination whether a violation of the Policy and federal law has occurred; overseeing the implementation of corrective action when necessary, including the making of reasonable accommodations for student or employee disabilities; making sure that this Policy has been publicized as required by law; keeping records of all reports of possible discrimination based on sex, race, national origin, or disability; and making recommendations for the updating of this Policy as necessary.

The Compliance Coordinator is responsible for fulfilling these responsibilities in the event of incidents involving adult conduct directed at other adults, adult conduct directed at students, and student conduct directed at other students.

- B. The Compliance Coordinator is responsible for receiving and investigating complaints made under this Policy, making sure that this Policy has been publicized as required by law, making recommendations for reasonable accommodation of student and employee disabilities, keeping records of all reports of possible discrimination and related investigations and determinations, and making recommendations for the updating of this Policy, as necessary. The Compliance Coordinator serves as the Superintendent's designee for purposes of Article 2-A of the Education Law.
- B. The principal of each school building is designated as the District's DASA Coordinator for that school building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each building. The DASA Coordinators are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).
- C. The Compliance Coordinator shall inform the DASA Coordinators of matters that involve conduct directed at students, and the DASA Coordinators shall evaluate those incidents for possible violations of DASA. The DASA Coordinators shall inform the Compliance Coordinator of matters that involve complaints of possible

EQUAL OPPORTUNITY AND NONDISCRIMINATION PROHIBITION OF DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

discrimination on the basis of sex, race, national origin, or disability and the Compliance Coordinator shall evaluate those incidents for possible violations of Title IX, Title VI, Section 504, and the Americans with Disabilities Act.

- C. This Policy shall be interpreted and implemented so that the District complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, Title II of the Americans With Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.
- D. When a report complains of possible discrimination by the Compliance Coordinator, or a DASA Coordinator, the Superintendent shall designate another school official to conduct the necessary fact-finding and make recommendations.

VI. Complaint and Fact-finding Procedure

- A. Report of Possible Harassment, Bullying or Discrimination: Attached to this Policy are Report of Possible Discrimination or Harassment and DASA Incident Reporting Form is the District's form for making a Report of Possible Discrimination. The Compliance Coordinator and DASA Coordinator shall make sure that this these forms is are available in each school building, and its their availability is known to those who may need to use it. The use of this these forms is encouraged, but not required; the Compliance Coordinator or DASA Coordinator shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate.
 - 1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the Superintendent of Schools. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the Compliance Coordinator or Superintendent of Schools.
 - 2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or school administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The

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person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the <u>DASA</u> <u>Coordinator or</u> Compliance Coordinator. School staff shall be trained on how to receive and refer student complaints.

- 3. A parent, school volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Superintendent, the Compliance Coordinator, a DASA Coordinator, or any building principal or teacher. If a verbal report is made, a written report shall be requested. The person to whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.
- 4. District employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a <u>DASA</u> the Compliance Coordinator. The employee must make an oral report to the <u>DASA</u> Compliance Coordinator within one school day, followed by a written report to the <u>DASA</u> Compliance Coordinator no more than two school days after their oral report.
- B. <u>Fact-finding Inquiry</u>: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator <u>or DASA Coordinator</u> shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.
 - 1. The fact-finding inquiry should be begun begin promptly after receiving the complaint, and be pursued with sufficient diligence to reach a conclusion promptly within thirty (30) days after receipt of a written report.
 - 2. The inquiry should determine with as much detail as possible the sequence in which events occurred, the identity of each person involved and their respective roles, and the exact words spoken by each participant. To the extent practicable, all interviews should be conducted by one person.
 - 3. The inquiry shall include an opportunity for any person who has been identified as possibly violating this Policy to respond to each assertion made against them.

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- 4. Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements.
- 5. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision.
- C. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done, what conclusions have been drawn about what happened, a conclusion as to whether the conduct violated the District's Policy, and, if it did, what corrective action should be taken. This report shall be submitted to the Superintendent for further action.
 - 1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination verbally and in writing. The person who made the report shall be told of the option to have the determination reviewed.
 - 2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination verbally and in writing and, consistent with the confidentiality accorded to student and personnel records, told that appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them, shall be told of the corrective action being taken by the District, and shall be told of the option to have the determination reviewed.
 - 3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the school shall take prompt action that is consistent with the District's Code of Conduct and is reasonably calculated to end the harassment, bullying, or discrimination to eliminate any hostile environment; to create a more positive school culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.
 - a. Responsive actions shall be measured, balanced, and age-appropriate.

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- b. Responsive actions shall follow a progressive model and make appropriate use of intervention, education, and discipline.
- c. Responsive actions shall vary according to the nature of the offending behavior, the developmental age of the person engaging in the behavior, and the prior history of problem behaviors by the person engaging in the conduct.
- D. Report to Law Enforcement Agency: When a DASA or Compliance Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly notify the Superintendent, and the Superintendent shall promptly notify the appropriate law enforcement agency.
- E. <u>Confidentiality</u>: It shall be explained to anyone making a report or providing information about a report that the District does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every witness interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be privileged by law.
- F. <u>Special Fact-finder</u>: The Superintendent is authorized to appoint a special fact-finder to carry out the responsibilities of the Compliance Coordinator <u>or DASA Coordinator</u> when the Superintendent concludes that the circumstances of a particular report warrant that action, <u>and the special fact-finder shall fulfill the responsibilities of the Compliance Coordinator described in this policy.</u>
- G. <u>Interim Protective Action</u>: The Superintendent has discretion to implement immediate protective action, pending the completion of a fact-finding inquiry, to protect an individual when the Superintendent concludes that the circumstances of a particular report warrant that action.
- H. Review of Administrative Response: If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the Board of Education.
 - 1. A request for Board review must be made in writing, filed with the Board Clerk within ten (10) business days of receiving the written notice of the determination.

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- 2. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if any. That statement shall be filed with the Board Clerk at least five (5) business days before the Board meeting at which the review will be conducted. The Board shall also be provided with a copy of the Compliance Coordinator's report and recommendation, and documentation of the Superintendent's subsequent action(s).
- 3. Board discussion of the determination and the objection(s) made shall take place in executive session. Board action to adopt or change the determination shall be take place in public session.
- I. No Retaliation: No employee or student shall take a retaliatory action, or request or cause anyone else to take a retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a District employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report, or complaint by the District or a governmental agency.

VII. Remedial Measures When This Policy is Violated

- A. An employee found to have engaged in prohibited <u>harassment or</u> discrimination against another person (whether a District employee, District student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.
- B. A student found to have engaged in prohibited <u>harassment</u>, <u>bullying or</u> discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property will be subject to discipline. Such decisions will be made and implemented in accordance with other District policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.
- C. Any other person found to have engaged in prohibited <u>harassment or</u> discrimination against another person (whether a District employee, District student, or member of the public) while participating in a school activity or on school property may have their future access to school activities limited, as deemed appropriate under the circumstances.

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VIII. Dignity Act Coordinator

- A. The Board appoints at least one staff member at each school to serve as the Dignity Act Coordinator for that school, upon the recommendation of the Superintendent. Each person designated for this role shall be instructed in the provisions of Article 2-A of the Education Law and thoroughly trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.
- B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:
 - listing such information in the Code of Conduct posted on the District's website;
 - including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;
 - including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;
 - posting such information in a highly visible location in each school building; and
 - making such information available at the District office and each school building office.

The publication of this information shall also inform students and persons in parental relation to students that the Dignity Act Coordinator is available to speak with them if they have witnessed possible discrimination, harassment, or bullying, or if they have experienced treatment that may be prohibited discrimination, harassment or bullying.

C. In the event a designated Dignity Act Coordinator vacates that position, the Superintendent shall immediately designate an interim Coordinator pending appointment by the Board. In the event that a Coordinator is unable to perform the duties of the position for an extended period of time, another staff member shall be immediately designated by the Superintendent as an interim Coordinator

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pending return of the previous Coordinator to the position. Contact information for the new Coordinator shall be distributed as provided above.

IX. Training and Publication of Policy

- A. All District employees will be provided with a copy of this policy. notified at the beginning of each school year, or at the time of initial employment, of this Policy, the conduct expectations established by it, and how they may request an accommodation of a disability or initiate a complaint. Periodically, employees shall be provided training about the Policy and its enforcement in small group sessions. Online access to a printable copy of this Policy will satisfy this requirement.
- B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint or report possible discrimination, harassment or bullying.
- C. A summary of this Policy shall be posted as part of the District's website, and shall be distributed periodically with District publications.
- D. The Superintendent shall ensure that each year all District employees receive training designed to meet the following objectives each year in an interactive format:
 - 1. discourage the development of harassment, bullying, and discrimination;
 - 2. make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;
 - 3. raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;
 - 4. enable employees to prevent harassment, bullying, and discrimination;
 - 5. enable employees to respond to harassment, bullying, and discrimination;
 - 6. inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex; and

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- 7. strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.
- E. The Superintendent shall develop and implement guidelines:
 - 1. for the development of nondiscriminatory instructional and counseling methods to be used by District staff.
 - 2. for the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and
 - 3. include safe and supportive school climate concepts in curriculum and classroom management.
- F. The District shall develop and implement a program of instruction in grades Kindergarten through Grade 12 to include a component on civility, citizenship and character education in accordance with Education Law.
 - 1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.
 - 2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.
 - 3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying, discrimination, and civility in the relations of people of different races, weights, national origins, ethnic groups, religious, religious practices, mental or physical disabilities, sexual orientation, genders (including gender identity or expression), and sexes.
 - 4. This shall include instruction about safe and responsible use of the internet and electronic communications.

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X. Other Available Remedies for Unlawful Discrimination and Harassment, including Sexual Harassment:

- A. <u>In addition to this Policy, District employees and other persons visiting or doing business with the District are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.</u>
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in New York State Supreme Court.
 - 1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).
 - 2. You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.
 - 3. You may start a lawsuit in Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but you should retain a lawyer who is familiar with court procedures.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).
 - 1. You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).
 - 2. You may file a charge with the EEOC within three-hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.

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- 3. The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given a right to sue in court.
- D. <u>If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider contacting the local police department.</u>

Madison Central School District

Legal Ref:

Title IX, Education Amendments of 1972 (20 USC §1681, 45 CFR. Part 86); §504, Rehabilitation Act of 1973 (29 USC §794, 45 CFR Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), NYS Human Rights Law, (Article 15, NYS Executive Law); 8 NYCRR 100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 USC §§2000d and 2000e); New York State Education Law, Article 2-A and §§3201 and 3201-a; Americans with Disabilities Act of 1990 (42 USC §§12101-12213, 29 CFR Part 1630); Age Discrimination in Employment Act (29 USC §§621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g.

Cross Ref:

0010.1, Report of Possible Discrimination or Harassment; 0010.2, DASA Incident Reporting Form; 0040, Code of Conduct; 8500, Special Education Programs and Services; 8502, Programs for Students with Disabilities under section 504

Adopted:

1984

Revised:

09/21/95, 08/20/98, 08/21/12, 08/20/13, 06/15/16, _____

Thank you sincerely for your kind and thoughtful expression of sympathy by the family of Kayla Smith

Madison Central School, Thank you for the book donation.

> Kathy, Carrie Kelly + Family

Celebrating 50 years



Lead+Partner+Innovate+Excel

FYI: From Our Board to Yours

From: Richard Engelbrecht
To: Michael Davis

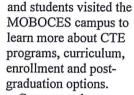
Madison Board of Education November 2018

Career and Technical Education

CTE HOLDS OPEN HOUSE AND COLLEGE FAIR

TE held its annual Fall Open House and College Fair on October 18. Hundreds of current and prospective parents





Current students showed class projects and hands-on demonstrations, including a horse in the Equine and Animal Science room, Heavy Equipment Operation students running machinery, and Early Childhood Education students reading stories and leading crafts to preschoolers.



Nearly two dozen college, trade schools, continuing education and military representatives participated in the college fair, speaking with students and parents about career options that align with different programs.





Alternative and Special Education

STUDENT-ATHLETES COMPETE IN SPECIAL OLYMPICS

ore than 300 student-athletes competed in the 8th Annual Special Olympics Autumn Games on October 10 at Canastota High School. The games include a variety of track and field events, including shot put, softball toss, long jump, and running races as well as Adaptive Games for students with additional needs.



MOBOCES students from Alternative and Special Education and several CTE classes were among the student volunteers at the event, in addition to students from many area districts. MOBOCES Early Childhood Education students again set up and staffed an Olympic Village, where athletes and spectators participated in crafts and activities.









Staff and Curriculum Development

LEATHERSTOCKING ADDRESSES DIGITAL PIONEERS

ibrarians, teachers and administrators from across three __BOCES regions attended this year's Leatherstocking Conference in Utica.





This year's keynote speaker, Kevin Honeycutt, presented on "Trends, Tactics and Tools for 21st Century Learning," encouraging educators to try new tools, and to become learners again. He reinforced the importance of relationships and self-directed professional development. Following his keynote, Kevin led breakout sessions on creativity in education, entrepreneurial learning and re-engaging students

through the library.

This year's featured speaker was children's author James Preller, who led sessions on picture books and early chapter books as well as bullying and middle-grade novels. Other breakout session presenters included librarians and educators from Camden, Morrisville-Eaton, Rome, Stockbridge Valley, MOBOCES and MORIC.

Adult and Continuing Education BCCE SUPPORTS TASTE OF ROME EVENT

The BOCES Consortium of Continuing Education participated in the Rome Art and Community Center's Taste of Rome event on September 29. Vocational Coordinator Natalie Zumpano and Job Placement Specialist Rachel Burleigh hosted the BCCE informational table, sharing information with community residents about vocational and literacy class opportunities.

The free family-friendly event included food trucks, art activities, live music, local farmers and children's activities. Participants were encouraged to bring a non-perishable food item to donate to local food banks and veterans groups.

Early Childhood Education

RED GRAMMAR SINGS ABOUT GOOD CHARACTER

MOBOCES pre-k students in Canastota had an opportunity to watch and interact with Grammy-nominated recording artist Red Grammer, a well-known children's musician who plays music that celebrates good character, kindness, diversity and unity. The Parent-Teacher Association arranged the visit



to Peterboro Street Elementary School to coincide with the schoolwide character education program and PBIS initiative. All classes at both Peterboro Street and South Side schools attended the program.

Regional Information Center SHOWCASE SPEAKER FOCUSES ON INNOVATION

Tearly 150 education and technology leaders from the region engaged in conversations about promoting innovation and student-directed learning at this year's MORIC Technology Showcase.

The annual Tech
Showcase brings
together administrators,
educators and technology
coordinators from four
BOCES regions to
discuss and exchange
ideas with MORIC
experts and vendor
partners on educational
technology.





Keynote speaker Brad Gustafson, a nationally recognized principal from Minnesota, shared strategies he has used to make his school more innovative and relevant to students. Gustafson is a 2016 National Distinguished Principal and on the National School Boards Association's list of "20 to Watch."

Following his keynote, Gustafson led a breakout session on "Inventing the Future Through Failure," where he discussed how leaders can encourage responsible risk-taking and increase buyin for initiatives. Other breakout sessions, led by MORIC and district staff, focused on data security, student assessments, data visualization, transforming the school library into a STEM center and Legos in the classroom. Canastota teacher Cecile Retrosi led a session on student-driven technology-based lessons.

New this year were MORIC Ignite! sessions focused on Administrative Leadership, Instructional Leadership and Classroom Integration, during which MORIC experts gave 10-minute presentations on regional or district highlights, such as computer-based testing, video-based professional development, Google Play apps and increasing information security.

Management Services

STATEWIDE GROUP DISCUSSES RECOVERY SCHOOLS

Planning and Grant Writing Specialist Lisa Seitz represented MOBOCES at a recent meeting of a statewide workgroup to discuss a potential new Recovery Schools CoSer. The workgroup, convened by NYSED officials, discussed student needs, current available programming, logistical considerations of starting Recovery School programs, such as finances and sustainability.

Capital Region, Western Suffolk, Monroe 2 and CITI BOCES are also part of the workgroup.

Recovery schools are alternative, multi-service programs for adolescents treated for or at risk of a diagnosed substance use disorder (SUD) that provides a safe, sober and supportive educational environment. Recovery supports are integrated into the school day to facilitate personal, academic, vocational, and recovery success for the student.

MOBOCES has been working with several community partner agencies, NYSED and the NYS Office of Alcohol and Substance Abuse Services (OASAS) to explore the possibility of establishing a recovery high school in the Mohawk Valley.

Madison Central School Library Media Center October Monthly Report

October 2018

Total number of material borrowed or renewed:

1058

Number of instructional days:

22

High School

Total number of 7th - 12th graders utilizing the library:

286

(this total does not include the students who used library as a class)

Also have 2 Study Halls in the library with a total of 27 students.

Mr. Merkt brought in his 7th grade classes for their Explorers project. We pulled a collection of books highlighting various explorers.

Elementary

Pre-K

Read - LMNO Peas by Keith Baker and talked about being unique and different. Also, read Mind Your Monsters by Catherine Bailey and discussed using "please" and "thank you" are good manners.

Vocabulary - author, title

Kindergarten

Read - Leaf Man and Red Leaf, Yellow Leaf by Lois Ehlert. We discussed as a class things we see during Autumn. We talked about the different colors. The class also brainstormed how they would create their own leaf man.

Vocabulary- author, title

1st Grade

Read - *Strega Nona* and other works by Tomie DePaola. We read several stories and discussed the repeating lesson and theme of each book.

Vocabulary: author, title, moral/lesson

2nd Grade

Read - *The Most Magnificent Thing* by Ashley Spires. We discussed how making mistakes helps us learn. After reading the book, I introduced Bee bots borrowed from School Library Systems. The students took turns to program the Bee bot to complete a task. The students were

put in groups and each had a turn. The focus was primarily on the students learning from their peers mistakes to figure out the problem. The students really enjoyed "playing around."

3rd Grade

We have been working on learning Google Classroom, Google Docs, and coding with their Chromebooks.

4th and 5th Grade

On October 16th - the 4th and 5th graders went on field trip to Hamilton Central School District to meet Steve Sheinkin, author who wrote *Lincoln's Grave Robbers*, *Bomb*, *The Notorious Benedict Arnold*, *Abraham Lincoln Pro Wrestler*, and many more. Students who purchased books ahead of time, were able to have their book signed. Students enjoyed meeting him and thought it was amazing how much research he does to write a historical fiction book. Before we attended the field trip, we brainstormed questions we could ask an author and what we would want to know.

Library Upkeep

Attended Annual Leatherstocking event hosted by School Library Systems Helped the faculty with searching and making recommendations for books/articles to support their curriculum.

Added 19 new books to our collection.

Our most circulated title was Don't let the Pigeon Drive the Bus.

We continue to add to the Imagination Library registration of Madison pre-school children.

Thank you again for all of your support.

Nicole LeClair Madison Library Media Specialist