

ADMINISTRATION

JASON A. MITCHELL

Superintendent

BRIAN J. LATELLA

*Director of Curriculum,
Instruction and Special
Education*

LARRY NICHOLS

Middle/High School Principal

LEEANN CUCCI

Elementary Principal

MELANIE BROUILLETTE

Treasurer



BOARD OF EDUCATION

JENNIFER LAVOIE

President

JONA SNYDER

Vice President

LAURA BILLINGS

JESSICA CLARK

MIKE FILIPOVICH

BRETT REITER

JENNAH TURNER

TRACEY LEWIS

District Clerk

Madison Central School District

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

BOARD OF EDUCATION REGULAR MEETING

APRIL 19, 2022
6:30 P.M. – CAFETERIA

- I. Call to Order
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting
 - b. Approval of Minutes
 1. April 5, 2022 Budget Workshop Meeting minutes
- IV. Public Forum
- V. Reports
 - a. Treasurer
 1. Internal Claims Auditor's Report
 2. Treasurer's Report
 3. Detail Warrants
 4. Financial Status Report
 - b. Superintendent – Information Items
 1. Connected Community Schools Ribbon Cutting
 2. BOCES Annual Meeting
 3. 2022-23 Proposed Budget
 4. Budget/Capital Project Presentations
 - c. Superintendent – Approval Items
 1. Approval of 2022-2023 Budget and Property Tax Report Card with a total budget amount of \$11,660,590
 2. Approval of Madison Central School Academic Calendar for 2022-23
 3. Resolution for BOCES 2022-23 Administrative Budget of \$6,232,373
 4. Resolution for Sally Sherwood as the Camden Central School District BOCES Representative for July 1, 2022 through June 30, 2025
 5. Resolution for Michelle Jacobsen as the Hamilton Central School District BOCES Representative for July 1, 2022 through June 30, 2024
 6. Resolution for Dr. John Costello as the Oneida City School District BOCES Representative for July 1, 2022 through June 30, 2025
 7. Resolution for Suzane Carvelli as the Rome City School District BOCES Representative for July 1, 2022 through June 30, 2025

Commitment to Excellence

8. Resolution for District Clerk Tracey Lewis to cast such ballots for Madison Central School District for items 3-7
9. Approval of Rates for Legal Services with Ferrara Fiorenza PC law firm for the 2022-23 school year
10. Approval of Service Agreement between The Kelberman Center, Inc. and Madison Central School District for March through June 2022 at a rate of \$125 per hour for twenty hours of consultation and a registered behavior technician at a rate of \$75 per hour on an as needed basis

VI. Committee Reports

VII. Policy

- a. Second Reading of Policy # 4701 entitled "Use of Phones"

VIII. Old Business

IX. Board of Education Discussion Items

X. New Business

a. Personnel

1. Appointment

- a. Alexa Mahserjian - Certified Substitute Teacher effective April 4, 2022
- b. Emily Wood - Non-Certified Substitute Teacher effective April 4, 2022
- c. Emily Wood - Long Term Substitute Teacher for Kindergarten effective approximately April 25, 2022 through June 24, 2022 at B1, Step 1, per diem

2. Appointment Edit

- a. Alexa Mahserjian - Long Term Substitute Teacher for Physical Education effective approximately April 19, 2022 through November 4, 2022 at B1, Step 1

b. CSE/CPSE Recommendations – in official packet

c. Principal / Director Reports

XI. Correspondence

XII. Question & Answer Opportunity

XIII. Adjournment

The Budget Workshop Meeting of the Board of Education of Madison Central School was held on April 5, 2022 at 6:30 pm in the auditorium.

MEMBERS PRESENT: Mrs. Laura Billings
Ms. Jessica Clark
Mr. Mike Filipovich
Mrs. Jennifer Lavoie
Mr. Brett Reiter
Mr. Jona Snyder
Ms. Jenna Turner

MEMBERS ABSENT: None

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mrs. LeeAnn Cucci, Elementary Principal
Mr. Larry Nichols, MS/HS Principal
Mr. Brian Latella, Director of Curriculum
Mrs. Melanie Brouillette, Treasurer
Ms. Tracey Lewis, District Clerk

- I. Call to Order
 - a. Mrs. Lavoie, President, called the meeting to order at 6:34 pm.
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 1 - APPROVAL OF AGENDA

ON THE MOTION of Mr. Filipovich, seconded by Mr. Snyder, the Board moved to approve the agenda for this meeting. Motion carried 7 yes, 0 no.

- b. Approval of Minutes
 1. March 15, 2022 Regular Meeting minutes

MOTION # 2 - APPROVAL OF MINUTES

ON THE MOTION of Mrs. Turner, seconded by Mr. Filipovich, the Board moved to approve the minutes from the March 15, 2022 Regular Meeting. Motion carried 7 yes, 0 no.

- IV. The Board discussed the 2022-23 budget and its impact on the District as well as the taxpayers. The Board reviewed several different scenarios with much reflection on how the current decisions will impact future budget development. The Board carefully weighed the options of use of fund balance, the bus purchase and the proposed tax levy. The Board decided to put the bus purchase into the budget this year, propose a 3.25% tax levy increase and balance the budget utilizing reserves.
- V. Superintendent – Approval Items
 1. Approval of MOAs with Madison Central School District making Juneteenth a paid holiday
 - a. Non-Instructional Employee Association
 - b. Madison Central School Teachers’ Association

MOTION # 3 - APPROVAL OF MEMORANDUM OF AGREEMENTS FOR JUNETEENTH

ON THE MOTION of Mrs. Turner, seconded by Mrs. Billings, the Board moved to approve the Memorandums of Agreement between Madison Central School and the Non-Instructional Employee Association and the Madison Central School Teachers’ Association making Juneteenth a paid holiday for employees. Motion carried 7 yes, 0 no.

2. Approval of use of unused snow days
 - a. April 8, 2022
 - b. May 26 & 27, 2022

MOTION # 4 - APPROVAL OF USE OF UNUSED SNOW DAYS

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to use the unused snow days on April 8, May 26 and May 27, 2022. Motion carried 7 yes, 0 no.

3. Approval of SEQRA for Purchase of Tractor

MOTION # 5 - APPROVAL OF SEQRA FOR PURCHASE OF TRACTOR

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to approve the SEQRA for the purchase of a tractor. Motion carried 7 yes, 0 no.

- VI. New Business
 - a. Personnel

1. Appointments

- a. Cheryl Church - Non-Certified Substitute Teacher effective March 28, 2022
 - b. Marion Fancett-Davie - Non-Certified Substitute Teacher effective March 21, 2022
 - c. Alexa Mahserjian - Long Term Substitute Teacher for Physical Education effective approximately April 20, 2022 through November 4, 2022

MOTION # 6 - APPROVAL OF APPOINTMENTS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the appointment of Cheryl Church as a Non-Certified Substitute Teacher effective March 28, 2022, Marion Fancett-Davie as a Non-Certified Substitute Teacher effective March 21, 2022 and Alexa Mahserjian as a Long Term Substitute Teacher for Physical Education effective approximately April 20, 2022 through November 4, 2022. Motion carried 7 yes, 0 no.

2. Advisor Change
 - a. Stage Manager from Megan Barnes to Amber Neiss

MOTION # 7 - APPROVAL OF ADVISOR CHANGE

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the change in Stage Manager to Amber Neiss for the 2021-22 year. Motion carried 7 yes, 0 no.

- VII. Question & Answer Opportunity
 - a. Mr. Snyder sent kudos to Coach Lewis for bringing his entire varsity baseball team to the musical to support their peers and to Mr. Nichols and Mrs. Cucci for the roles they played in the musical. Mr. Snyder is pleased to see the involvement and support of so many.

- VIII. Adjournment

MOTION # 8 - ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Mrs. Turner, the Board moved to adjourn the meeting at 7:16 pm. Motion carried 7 yes, 0 no.



Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

March 23, 2022

Ms. Tracey Lewis, District Clerk
Madison Central School District
Route 20
Madison, NY 13402

Dear Tracey:

As you are aware, the meeting to elect members to the BOCES and consider the administrative budget has been designated as April 19, 2022 by BOCES President, Donna Isbell.

I am enclosing the necessary information for this meeting.

1. Resolution for consideration of the Administrative Budget.
2. Resolutions to authorize the District Clerk to cast your ballots for members of the Madison-Oneida Board of Cooperative Educational Services.
3. Ballot to fill four seats on the Board of Cooperative Educational Services.
4. Form for certification of the ballot by the District Clerk.

Please call in the results of the votes to my office the morning of April 20, 2022 (and return the originals to me).

Copies of the Annual Meeting book, which includes information on the tentative Program, Capital and Administrative Budgets, will be mailed to all component board members on March 31st.

Please feel comfortable calling Scott Budelmann, District Superintendent, with any questions.

Sincerely,

Niki J. Maiura
District Clerk

C: Mr. Jason Mitchell
Donna Isbell

Administrative Budget Resolution

RESOLVED, the _____ (Central, City, Common) School District (approves) the 2022-2023 tentative administrative budget of the Madison-Oneida Board of Cooperative Educational Services in the amount of \$6,232,373 (funded by \$1,190,410 in expense by components plus \$5,041,963 in earned interest and other miscellaneous revenue) and shall so allocate as a contingent expense its share of said administrative budget as apportioned in accordance with Section 1950 of the New York State Education Law.

Moved _____, Seconded _____

The 2021-2022 administrative budget expense for all components was \$1,156,861

The 2022-2023 administrative budget net expense for all components is estimated at \$1,190,410 for a change of 2.90 %

Board Resolution

(for seat currently held by Sally Sherwood, Camden CSD)

RESOLVED, the _____ (Central, City, Common) School District Board of Education authorizes the Clerk to submit and certify its ballot in the name of Sally Sherwood of the Camden Central School District to serve as a member of the Madison-Oneida Board of Cooperative Educational Services of the Sole Supervisory District of Madison & Oneida Counties for the term of July 1, 2022 through June 30, 2025 for the seat currently held by Ms. Sally Sherwood, Camden, New York. The ballot will be submitted to the clerk of the Madison-Oneida BOCES on April 20, 2022.

Moved _____, Seconded _____.

Yea (list all)

Nay (list all)

Board Resolution

(for seat currently held by Michelle Jacobsen, Hamilton CSD)

RESOLVED, the _____ (Central, City, Common) School District Board of Education authorizes the Clerk to submit and certify its ballot in the name of Michelle Jacobsen of the Hamilton Central School District to serve as a member of the Madison-Oneida Board of Cooperative Educational Services of the Sole Supervisory District of Madison & Oneida Counties for the term of July 1, 2022 through June 30, 2024 for the seat currently held by Ms. Michelle Jacobsen, Hamilton, New York. The ballot will be submitted to the clerk of the Madison-Oneida BOCES on April 20, 2022.

Moved _____, Seconded _____.

Yea (list all)

Nay (list all)

Board Resolution

(for seat currently held by Dr. John Costello, Sr., Oneida CSD)

RESOLVED, the _____ (Central, City, Common) School District Board of Education authorizes the Clerk to submit and certify its ballot in the name of Dr. John Costello, Sr. of the Oneida City School District to serve as a member of the Madison-Oneida Board of Cooperative Educational Services of the Sole Supervisory District of Madison & Oneida Counties for the term of July 1, 2022 through June 30, 2025 for the seat currently held by Dr. John Costello, Sr., Oneida, New York. The ballot will be submitted to the clerk of the Madison-Oneida BOCES on April 20, 2022.

Moved _____, Seconded _____.

Yea (list all)

Nay (list all)

Please return to Niki Maiura, Madison-Oneida BOCES Clerk on April 20, 2022

Board Resolution

(for seat currently held by Ms. Suzanne Carvelli, Rome CSD)

RESOLVED, the _____ (Central, City, Common) School District Board of Education authorizes the Clerk to submit and certify its ballot in the name of Ms. Suzanne Carvelli of the Rome City School District to serve as a member of the Madison-Oneida Board of Cooperative Educational Services of the Sole Supervisory District of Madison & Oneida Counties for the term of July 1, 2022 through June 30, 2025 for the seat currently held by Ms. Suzanne Carvelli, Rome, New York. The ballot will be submitted to the clerk of the Madison-Oneida BOCES on April 20, 2022.

Moved _____, Seconded _____.

Yea (list all)

Nay (list all)

Please return to Niki Maiura, Madison-Oneida BOCES Clerk on April 20, 2022

Ballot Certification by District Clerk

I, _____, District Clerk of the _____
School District do hereby certify that at a public meeting held on April 19, 2022, the Board of
Education of the _____ School District adopted resolutions casting
votes in the annual election of members of the Board of Cooperative Educational Services for the
person or persons indicated on the attached ballot(s).

Clerk, Signature

Date

**Board of Cooperative Educational Services
of the Sole Supervisory District of the Counties
of Madison & Oneida**

Ballot for Election to Board of Cooperative Educational Services

There are four (4) vacancies on the Board of Cooperative of Educational Services to be filled at the annual election to be held on April 19, 2022. The trustees or board of education of each component school district, by resolution, may cast one vote for each vacancy to be filled, provided that no more than one vote may be cast for any candidate. No more than one person residing in a particular component school district may be elected to serve on the Board of Cooperative Educational Services at one time, except as provided in Education Law 1950 2-a. The district clerk or other officer authorized to certify that a board resolution has been adopted, shall complete the ballot by placing an "x" next to the name of each candidate for whom a vote has been cast, and by completing the attached certification. The candidates' names and addresses are listed below:

<u>Seat 1</u>	<u>Seat 2</u>	<u>Seat 3</u>	<u>Seat 4</u>
Sally Sherwood _____ 62 Second Street Camden, NY 13316 Camden Central School District	Michelle Jacobsen _ 7096 Spring Hill Road Hamilton, NY 13346 Hamilton Central School District	Dr. John Costello, Sr. ____ 580 Stoneleigh Road Oneida, NY 13421 Oneida City School District	Suzanne Carvelli _____ 8275 Northgate Drive Rome, NY 13440 Rome City School District

Please return to Niki Maiura, Madison-Oneida BOCES Clerk on April 20, 2022



FERRARA FIORENZA PC

NICHOLAS J. FIORENZA
SUSAN T. JOHNS
JOSEPH G. SHIELDS
DONALD E. BUDMEN
COLLEEN W. HEINRICH
MICHAEL L. DODD
KATHERINE E. GAVETT
CHARLES E. SYMONS
HEATHER M. COLE
JEFFREY M. LEWIS
ALLISON L. MARLEY

ATTORNEYS AND COUNSELORS AT LAW

SYRACUSE • ROCHESTER • ITHACA

5010 CAMPUSWOOD DRIVE
EAST SYRACUSE, NEW YORK 13057

TELEPHONE (315) 437-7600

FACSIMILE (315) 437-7744*

*NOT FOR SERVICE OF PROCESS

CATHERINE E. M. MUSKIN
LINDSAY A. G. PLANTHOLT
THOMAS F. BARRETT
BENJAMIN J. ANDERSON

COUNSEL

JENNIFER E. MATHEWS

DAVID E. TINKER

NICOLE M. MARLOW-JONES

MICHAEL P. LEONE

MELINDA B. BOWE

SENIOR COUNSEL

CRAIG M. ATLAS

MILES G. LAWLOR

HENRY F. SOBOTA

1952-2022

March 16, 2022

Privileged and Confidential

Jason Mitchell
Superintendent of Schools
Madison Central School District
7303 Route 20
Madison, New York 13402

Re: Rates for Legal Services: School Year 2022 - 23

Dear Jason:

To facilitate the District's financial planning for the upcoming school year, we write to advise you of the firm's hourly rates for legal services for the 2022-23 school year. We continue to be mindful of the financial pressures on school districts and make every effort to render cost-effective services while providing the highest quality of legal counsel that you expect and deserve.

Beginning July 1, 2022 and through June 30, 2023, our rate for legal services will be \$225 per hour for partners, senior counsel and of counsel. Our hourly rate will range between \$170 and \$220 for our associates, based on experience level. Our law clerks will be billed at \$140 per hour and paralegals at \$110 per hour.

We will continue our practice of sending monthly invoices which detail the attorney working on a matter, the time spent, a description of the services rendered, and any significant disbursements and travel incurred on your behalf. We are also pleased to advise that we accept electronic payments as well as traditional paper checks. Please contact our Office Administrator, Katherine Senn, if your school district would like to make electronic payments.

We have included additional information about our rates in the enclosed statement of general Terms and Conditions that apply to our working relationship. Also enclosed is a Statement of Client's Rights and Responsibilities. In furtherance of Education Law 2-d requirements, enclosed is a copy of your Parent's Bill of Rights, the firm's Parent's Bill of

Jason Mitchell
Superintendent of Schools
March 16, 2022
Page 2

Rights – Supplemental Information Addendum, and Data Security and Privacy Plan.

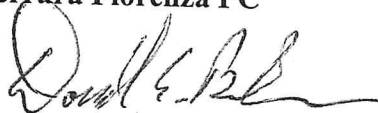
Our Firm remains dedicated to the professional mission of representing the interests of public education. We are completing our twenty-seventh year of providing representation and counsel to school districts and BOCES and are proud of the depth and breadth of our Firm's education law experience, which allows us to serve you efficiently and effectively. We value our work with the Madison Central School District and we will continue to work to ensure that your District receives the reliable, accurate and prompt legal services we are proud to provide.

We hope that your administrative team and Board of Education will join us at our annual School Law Conference which will be held this year on **Thursday, July 28, 2022**. More information will follow but, for now, please save the date for this informative briefing on critical issues impacting our school district and BOCES clients.

Thank you for the continued confidence in our Firm's service as counsel to the District. If you have any questions regarding this letter or the terms and conditions regarding the provision of legal services, please do not hesitate to contact me.

Very truly yours,

Ferrara Fiorenza PC



Donald E. Budmen

DEB/aar

Enclosures

cc: Melanie Brouillette, District Treasurer (w/encls.)

Terms and Conditions for Legal Services Provided to School Clients

FERRARA FIORENZA PC
(2022 - 23 School Year)

1. **Services.** The Firm, when appointed by the Board of Education, agrees to act as counsel for the District and to provide legal services and counsel necessary for the successful operation of the District. Such services shall include, but shall not be limited to, the following:

(a) Preparing and rendering legal opinions upon request to the Superintendent of Schools, other authorized school administrators or the Board of Education.

(b) Attending and providing legal advice at meetings of the Board as the Board may direct.

(c) Providing legal assistance in the drafting and review of legal documents, contracts, policies, rules and regulations, resolutions, applications, and other legal or quasi-legal papers upon request of the Board or the Superintendent.

(d) Performing such other professional duties on behalf of the District as the Superintendent, authorized administrators or the Board may, from time to time, assign.

2. **Compensation.**

(a) **Fees.** The hourly rate for the Firm's partners, associates, law clerks and paralegals are set forth below.

(b) **Rate Schedule:**

Partners/ Senior Counsel/Counsel:	\$225/hour
Associates:	\$170 - 220/hour
Law Clerks	\$140/hour
Paralegals:	\$110/hour

(c) **Disbursements and Costs.** In addition to fees, the District shall also reimburse the Firm for reasonable and necessary disbursements and costs incurred in its representation of the District. In instances where larger disbursements are involved, we may require that the District pay same in advance or directly to the vendor.

(d) **Invoicing and Payment.** The Firm shall invoice the District monthly for fees and disbursements. The District agrees to make payment within thirty (30) days of receipt of the invoice.

(e) **Dispute Resolution.** As with all legal clients, the District has the right to arbitrate any dispute arising out of the fees charged. New York's Rules of Professional Responsibility for Attorneys requires fee disputes in civil representations to be resolved by arbitration at the client's election pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division. These rules permit arbitration where the amount of disputed fees ranges from \$1,000 to \$50,000. Copies of these rules will be provided to the District upon request.

3. **Education Law §2-d Compliance.**

(a) **Protection of Confidential Data.** The Firm shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirement articulated under New York State Education Law §2-d and 8 NYCRR 121.9.

(b) **Breach of Confidential Data.** In the event Confidential Data is accessed or obtained by an unauthorized individual, the Firm shall notify the District without unreasonable

delay and not more than seven calendar days after the discovery of such breach. The Firm shall follow the protocol outlined in 8 NYCRR 121.10 with respect to same.

4. **Termination.** Either party may terminate the attorney-client relationship at any time, with or without cause, by giving prior written notice to the other party. The District's termination will not affect the District's responsibility for payment of amounts due for services rendered before termination and for additional charges incurred in connection with an orderly transition of pending matters to other counsel.

5. **Attorney-Client Relationship.**

(a) **Organization as Client.** In accordance with the ethical standards set forth in Rule 1.13 of the Rules of Professional Conduct, the parties acknowledge that, when the lawyer is employed or retained by an organization or entity, the lawyer represents the organization through its duly authorized officers, Board members, employees and other constituents. This means that the District and its Board, as a Board of Education, not as individuals, are the clients. While the attorneys in the Firm will work in most instances, and on a day-to-day basis, with the Superintendent and the Administration, the Board and the Firm recognize that the attorney's responsibility is to the School Board (and not to the Superintendent or the administration or any individual Board members).

(b) **Statement of Client Rights.** A copy of the Statement of Client Rights, adopted by the Judicial Departments of the Appellate Division of the New York State Supreme Court is enclosed.

6. **General.** We reserve the right to destroy the contents of any file not claimed by a client after 10 years of inactivity. Other file/document destruction procedures will be communicated separately to clients. Other applicable terms will be communicated to the District

as appropriate. If you have any questions about any aspect of our working relationship, please do not hesitate to discuss them with the attorney responsible for your matter. It is important that we work together in a clear and mutually beneficial way. We encourage open discussion on all of these matters, and always welcome full communication with our clients. We truly appreciate the opportunity to work with you and serve the interests of your District.

March 2022

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Madison Central School District Parents' Bill of Rights for Data Privacy and Security

The Madison Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Madison Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Madison Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7060. You may access this Policy from the District's website.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

**PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM
(2022-23 School Year)**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Ferrara Fiorenza PC (“Ferrara Fiorenza”) are limited to use in connection with the ongoing professional and legal services provided by Ferrara Fiorenza to Madison Central School District (the “School District”) (the “Legal Services”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** Ferrara Fiorenza will ensure that any subcontractors, or other authorized persons or entities to whom Ferrara Fiorenza will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d; 8 NYCRR Part 121).
3. **PRACTICES:** Ferrara Fiorenza provides ongoing Legal Services. During the pendency and at the conclusion of such Legal Services, Confidential Data will be maintained by Ferrara Fiorenza PC in accordance with all legal requirements, as well as Ferrara Fiorenza PC’s Data Security and Privacy Plan.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”) stored by the School District by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Ferrara Fiorenza by the School District will be stored in Ferrara Fiorenza’s secure offices and/or on its secured server. Ferrara Fiorenza will protect the Confidential Data in accordance with its Data Security and Privacy Plan.
6. **ENCRYPTION PRACTICES:** Ferrara Fiorenza will apply encryption to the Confidential Data while in motion and at rest in accordance with its Data Privacy and Protection Plan and to the extent required by applicable state and federal laws and regulations.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Madison Central School District (hereinafter “School District”) and Ferrara Fiorenza PC (hereinafter “Law Firm”) entered into an agreement for legal services effective July 1, 2022 (hereinafter “Agreement”) as described in the Law Firm's engagement letter (hereinafter “Legal Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Law Firm maintains the data security and privacy plan described herein in connection with the Legal Services provided to the School District.

1. During the term of the Agreement, Law Firm will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

All users will be required to have a unique logon ID and password for access to systems. The user's password is kept confidential. Passwords must not be found in any English or foreign dictionary. Confidential data stored on-premise is only allowed on firm's internal servers, which are secured in a locked environment. Any data that is transported outside the firm's internal network is required to be stored on encrypted devices. Any portable device lost or stolen is to be reported immediately to the firm's administrators, who will execute a remote wipe and/or disabled the device.

2. Law Firm has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Industry Standard Redundant Network Security Appliance (Firewall), Managed Endpoint Protection (Anti-Virus), Email Connection/Message Based Encryption, Remote Access Multi-Factor Authentication, Microsoft Windows Policy Based Strong Password and Frequent Password Change Enforcement. Data is protected with monitored daily disk to disk to tape backups. Tapes stored offline in secure firesafe and kept for data retention. Daily offsite replication to disaster recovery site is performed over secure VPN encrypted tunnel. Disaster Recovery Site failover is tested periodically. Monitored network security appliances and cloud security services use all standard industry services including advanced services, such as, the ability to scan inbound and outbound mail messages, sandboxing technology of email attachments and Internet downloads, scan secure internet connections (HTTPS), message link protection and regional policy filters (GEO-IP Blocking).

3. Law Firm shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Law Firm will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Law Firm will ensure that any third-party contractor(s) or other authorized persons or entities to whom Law Firm will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.

c. At the end of the term of the Agreement, Law Firm will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement, except as provided herein.

d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Law Firm and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided on an annual basis by Law Firm.

5. Third-party contractors. Law Firm may utilize third-party contractors for such matters a copying or transcribing. Law Firm shall ensure personally identifiable information is protected through the use of written agreements requiring 2-d compliance with such parties.

6. Law Firm has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Administrative Level Access to firm accounts and data is restricted to network administrators only. Access control is audited, including account creation, access level modification, password changes and account lockouts due to bad password attempts. Alert notifications are sent to network administrators for further investigation. Law Firm will promptly notify the School District of a breach or unauthorized disclosure in accordance with legal requirements.

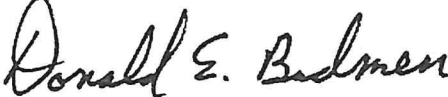
7. Termination of Agreement. In accordance with legal and professional requirements, at the termination of Services, Law Firm shall retain certain data and documents in secure storage and destroy all remaining data and documents excluding original documents which will be returned to the School District.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data

Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Law Firm hereto has executed this Data Security and Privacy Plan as of March 16, 2022.

FERRARA FIORENZA PC

A handwritten signature in black ink that reads "Donald E. Budmen". The signature is written in a cursive style with a large initial "D".

By: Donald E. Budmen



**SERVICE AGREEMENT
KELBERMAN CENTER, INC.**

AND

MADISON CENTRAL SCHOOL DISTRICT

THIS AGREEMENT is effective this 23rd day of March, between the Kelberman Center, Inc. (hereinafter referred to as "KC"), a New York not-for-profit corporation located in Utica, New York, and Madison School District, a New York State School District located in Madison, New York (hereinafter referred to as "School District"), related to Autism Services to be provided to the School District by the Kelberman Center, Inc.

WITNESSETH

WHEREAS, KC, Inc. is a not-for-profit corporation whose mission is providing a regional center for excellence for individuals with autism spectrum disorders and related learning challenges, and

WHEREAS, The School District wishes to engage the technical assistance of KC in providing Autism Services in the district for the benefit of students, families and teachers,

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

1. **OBLIGATIONS OF KC.** KC hereby agrees to use its best efforts to provide twenty (20) hours of consultation (March through June, 2022) at the rate of \$125.00 per hour for the term of this contract, as needed by the district. Performed Services under this Agreement shall be billed monthly, following the delivery of service. Additionally, KC hereby agrees to use its best efforts to provide a registered behavior technician (RBT) at the rate of \$75.00 per hour on an as needed basis for the term of this contract 2021- 2022 school year. This Agreement reflects a fee per hour contract and does not guarantee utilization of the entire service package.

2. **OBLIGATIONS OF THE SCHOOL DISTRICT.**

The School District hereby agrees to promptly provide payment for all billed hourly services on a monthly basis, within thirty (30) days of invoice. In addition, the School District shall reimburse KC agents for travel expense to and from the District, or any other location requested by the District, according to the following rate structure on a monthly basis within thirty (30) days of invoice:

Roundtrip:

- 0 – 15 minutes \$12.50
- 16 – 30 minutes \$25.00
- 31 – 45 minutes \$37.50
- 46 – 60 minutes \$50.00

Each Additional 15-minute increment \$12.50 per 15-minute interval

3. RELATIONSHIP BETWEEN KC AND THE SCHOOL DISTRICT.

3.1 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between KC and the School District other than that of independently operated entities contracting with each other solely to effectuate the purposes and provisions of this Agreement. KC and the School District each agree to provide regular supervision to all of their agents in connection with the Program.

3.2 KC and the School District shall maintain an effective liaison and close cooperation with each other to provide maximum benefits to each participant.

3.3 Both parties agree not to make reference to the other party in public documents or use the other party's trademark, or symbol in any form of advertising or for any purpose without the other party's prior written approval of the communication.

4. STUDENT RECORDS.

4.1 Nothing in this Agreement shall be deemed to replace the position of ultimate responsibility that the School District has for the students located within its District and by its participation in this Agreement KC does not accept any responsibility for said students and student records. This Agreement does not alter any requirements that the School District must fulfill regarding its ongoing obligations to meet each of its student's needs as reflected in the participating student's IEP. In addition, the School District shall maintain responsibility for the privacy of and control over the participant's student records.

4.2 Subject to applicable confidentiality requirements and to the extent feasible, the School District shall, however, establish and maintain a system, which permits maximum sharing of student records, medical and other records and information about program participants with KC, for the limited purpose of effectuating the provision of Autism Services.

4.3 The parties agree that responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of Autism Services shall be the sole responsibility of the School District. From time to time, the KC staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the School District staff involved.

4.4 KC acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such confidentiality. Both parties shall be bound by the provisions of all Federal and New York State laws with regard to privacy of Protected Health Information under the provisions of HIPAA or any other relevant statutes.

4.5 KC acknowledges that Section 2-d of the Education Law is covered under our Security Privacy booklet (available upon request).

5. TERM. This Agreement shall be in effect for all days of the 2021-2022 school year.

6. **COVENANT OF NONDISCLOSURE/CONFIDENTIALITY/NONCOMPETITION.**

6.1 (a.) The parties agree that KC's Autism Programs are proprietary intellectual property of KC. The parties agree that the provision of KC's Autism Services involve a specialized approach to provide the potential for students with autism spectrum disorders to reach their full potential. The parties agree that terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by an agent or employee of either party without the express written consent of the other party. For purposes of this Agreement, the term "third parties" includes any person or entity except (i) the parties to this Agreement, (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms, (iii) governmental entities, and (iv) persons who have obtained a lawful subpoena or court order. Information obtained will not be made available to other school districts or parties without the express written consent of KC. Any breach of this Article will be treated as a default and grounds for immediate rescission of the Agreement at KC's discretion.

6.1 (b.) Upon termination of the Agreement all proprietary intellectual property provided to the District as part of KC's Autism Programs in the provision of services shall remain the property of KC and shall be returned to KC within ten (10) days following termination.

6.1 (c.) The District covenants that its purpose in entering this agreement is to provide services for the benefit of the enrolled participants, district students with autism spectrum disorder. Therefore, the District covenants that information obtained from KC during the term of this agreement regarding KC's proprietary Autism Programs will not be making available to other school districts or parties without the express written consent of KC.

6.2 KC and School District mutually agree that during the entire term of the Agreement and for a period of three (3) years following the termination of this Agreement between the parties, neither party shall: (a) directly or indirectly solicit, entice or hire away each other's employees, agents, contractors or subcontractors, or (b) knowingly disclose to any third party the identity of either parties' participants, clients or subcontractors, or the status or existence of any contract, or lack thereof, between either party and its past, present or prospective participants, clients or subcontractors, without the prior express written consent of the other party.

7. **ADDITIONAL STUDENTS.** Should the District determine that it is required to accommodate additional students with KC Autism Program services, in excess of the hours recited in the Agreement; the parties shall promptly cooperate to reach a consensual alteration, in writing, in order to promptly meet those student needs.

8. **INSURANCE.** The School District agrees to maintain its own liability insurance for all employees, volunteers and students receiving or participating in the Program's services under this Agreement. Certificates of such insurance shall be furnished by the School District to KC and shall contain the provision that KC be given 30 days' written notice of any intent to cancel or terminate by either the School District or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

9. **INDEMNIFICATION.** The School District shall indemnify and hold harmless KC, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys fees arising out of or resulting from KC's performance under this Agreement, and shall defend KC against any such claims, damages, losses and expenses with counsel reasonably satisfactory to KC, in whole or in part; provided that nothing in this Agreement shall require the School District to hold harmless or defend the KC from any claims arising from the willful misconduct of the KC or its employees. This indemnification

shall extend to the omission or commission of any act, lawful or unlawful, by the School District, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the School District in connection with the defense of said matters.

10. **SECURITY.** The School District agrees to take reasonably prudent steps to protect the personal safety of the KC staff involved in providing Autism Services, at all times including providing the school District personnel to assist with interaction with all school district participants and their families during regular school hours. The School District shall provide notification of any developing public safety issues or other pertinent matters of relevance to the KC staff involved in providing Autism Services in a prompt and timely fashion in an effort to protect the safety of the KC staff.

11. **DEFAULT.** Upon the occurrence of default under the provisions of this Agreement, and at the same time or in the alternative, a termination prior to the stated term of the contract, KC shall immediately be relieved of any and all liability to provide ongoing services under the terms of the Agreement related to the provision of services under the individual IEPs between the School District and its students.

12. **MISCELLANEOUS PROVISIONS**

12.1 Governing Law. The validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the applicable provisions of New York law.

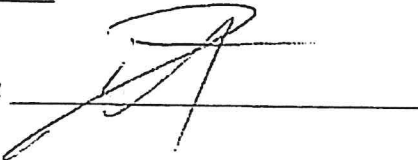
12.2 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties.

WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

APPROVAL BY KELBERMAN CENTER, INC.:

In Utica, New York this 4th day of April 2022.
Tara Costello
Tara Costello
Executive Director

APPROVAL BY MADISON SCHOOL DISTRICT:

In Madison, New York this 29th day of March 2022.
Title: DIRECTOR OF CURRICULUM, INSTRUCTION, & SPECIAL EDUCATION Signature: 

Invoices will be sent to: Brian J. Latella
Director of Curriculum, Instruction, & Special Education
Madison Central School
7303 State Rt. 20
Madison, NY 13402
315-893-1878 ex. 219 blatella@madisoncentralny.org

USE OF PHONES

I. Office & Classroom Telephones:

Madison Central School District (the District) maintains office and classroom telephones for work related telephone calls. However, in rare circumstances, an employee may use an office or classroom telephone for a necessary personal phone call that cannot be made outside of work hours, if the call does not interfere with the employee's performance of his/her job responsibilities. Employees must reimburse the District for the cost of personal long distance phone calls.

II. Cellular Telephones:

A. With the vast variety of technology that is readily available to everyone the District does not assign cell phones to its employees. Each individual administrator is responsible for their own phone service. The following position for cellular phone service and/or data package receives a stipend:

Superintendent of Schools: As per the Superintendent's contract. ~~\$30 per month.~~

B. Proof of cellular phone services must be provided to the business office.

Madison Central School District

Adopted: 01/10/06, 07/14/09

Revised: 03/01/12, 11/05/13, _____