

The Reorganizational Meeting of the Board of Education of Madison Central School was held on July 6, 2021 at 6:00 pm in the auditorium.

MEMBERS PRESENT: Ms. Jessica Clark
Mr. Michael Filipovich
Mrs. Jennifer Lavoie
Ms. Jennah Turner

MEMBERS ABSENT: Mrs. Laura Billings
Mrs. Brittany Rizzo
Mr. Jona Snyder

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
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 and Pledge – District Clerk
 - a. Mrs. Lewis called the meeting to order at 6:03 pm.
- II. Oath of Office
 - a. Mrs. Lewis, District Clerk, took her oath of office.
 - b. Mr. Mitchell, Superintendent, took his oath of office.
 - c. Newly re-elected members
 1. Mrs. Jessica Clark took her oath of office.
 2. Mrs. Jennah Turner took her oath of office.
- III. Election of 2021-2022 Board President and Oath of Office
 - a. Mr. Filipovich nominated Mrs. Lavoie for President. There were no other nominations.

MOTION # 1 - JENNIFER LAVOIE FOR PRESIDENT

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to elect Mrs. Jennifer Lavoie as Board President for the 2021-22 school year. Motion carried 4 yes, 0 no.

- IV. Election of 2021-2022 Board Vice President and Oath of Office
 - a. Mr. Filipovich nominated Mr. Snyder for Vice President. There were no other nominations.

MOTION # 2 - JONA SNYDER FOR VICE PRESIDENT

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Lavoie, the Board moved to elect Mr. Jona Snyder as Board Vice President for the 2021-22 school year. Motion carried 4 yes, 0 no.

- V. Appointment of District Officers

MOTION # 3 - APPOINTMENT OF DISTRICT OFFICERS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to appoint the following list of District Officers:

- a. District Clerk – Tracey Lewis
- b. District Treasurer – Melanie Brouillette – bonded at \$300,000
- c. Deputy Treasurer - Larry Nichols – bonded at \$300,000
- d. District Tax Collector – Laura Fuess
- e. Internal Claims Auditor – Johanna Kaul
- f. Extra-Classroom Activity Accounts – Tracey Lewis
- g. Purchasing Agent – Melanie Brouillette / Alternate Jason Mitchell

Motion carried 4 yes, 0 no.

VI. Appointments

MOTION # 4 - APPROVAL OF APPOINTMENTS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the following appointments:

- a. School Physician – Community Memorial Hospital School Attorney – Ferrara, Fiorenza, Larrison, Barrett and Reitz, P.C., Hancock & Estabrook and Costello Cooney Fearon PLLC
- b. Attendance Officer – Tracey Lewis
- c. Independent Auditor – Mostert, Manzanero and Scott, LLP
- d. Records Access Officer – Jason Mitchell
- e. Records Management Officer – Melanie Brouillette
- f. Representative to OMH (Tri County) School Boards Association – Jona Synder, Alternate Laura Billings
- g. Representatives for District Contract Negotiations (2) – Mike Filipovich and Jona Snyder
- h. Compliance Coordinator – Building Principal Larry Nichols
- i. Dignity Act Coordinator – Building Principal Larry Nichols, Elementary Principal TBD, School Counselors Michael Lee and TBD
- j. Data Protection Officer – Kurt Peavey

Motion carried 4 yes, 0 no.

VII. Committee Appointments

MOTION # 5 - APPROVAL OF THE COMMITTEE ON SPECIAL EDUCATION (CSE)

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the following list for the Committee on Special Education (CSE):

- a. Committee on Special Education (CSE)
 - Parent or Person in Parental Relationship to the Student
 - Regular Education Teacher of the Student
 - Special Education Teacher of the Student
 - School Psychologist – Robert Magee
 - Chairperson/Administrator – Brian Latella
 - Subcommittee Chairperson – Jon Silkowski
 - School Physician
 - Parent Member – TBD
 - Other Persons Having Knowledge or Special Expertise Regarding the Student
 - Student, if appropriate
 - Office Assistant: Johanna Kaul

Motion carried 4 yes, 0 no.

MOTION # 6 - APPROVAL OF THE COMMITTEE ON PRE-SCHOOL EDUCATION (CPSE)

ON THE MOTION of Mrs. Turner, seconded by Mr. Filipovich, the Board moved to approve the following list for the Committee on Pre-School Education (CPSE):

- b. Committee on Pre-School Education (CPSE)
 - Parent or Person in Parental Relationship to the Student
 - Regular Education Teacher of the Student
 - Special Education Teacher of the Student
 - School Psychologist – Robert Magee
 - Chairperson/Administrator – Brian Latella
 - Subcommittee Chairperson – Jon Silkowski
 - School Physician
 - Parent Member – TBD
 - Other Persons Having Knowledge or Special Expertise Regarding the Student
 - Student, if appropriate
 - Office Assistant: Johanna Kaul
 - Early intervention Transition specialist, if appropriate
 - Representative from Madison County – Ms. Rosanne Lewis
 - Representative from Oneida County – Ms. Barb Pelligrino

Motion carried 4 yes, 0 no.

- c. Acceptance to use Impartial Hearing Officer List as provided by NYSED Impartial Hearing Reporting System @pd.nysed.gov/specedhelp/ihrs.

MOTION # 7 - ACCEPTANCE TO USE IMPARTIAL HEARING OFFICER LIST

ON THE MOTION of Mrs. Clark, seconded by Mrs. Turner, the Board moved to accept the use of the Impartial Hearing Officer List as provided by NYSED Impartial Hearing Reporting System @pd.nysed.gov/specedhelp/ihrs. Motion carried 4 yes, 0 no.

- d. District Wide Safety Plan

MOTION # 8 - APPROVAL OF DISTRICT WIDE SAFETY PLAN

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the District Wide Safety Plan. Motion carried 4 yes, 0 no.

- e. District Safety Team – see enclosed list

MOTION # 9 - APPROVAL OF DISTRICT SAFETY TEAM

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the District Safety Team. Motion carried 4 yes, 0 no.

VIII. Designations

MOTION # 10 - APPROVAL OF DESIGNATIONS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Designations as follow:

- Asbestos Designee – Christopher Post
- Official Depository – Key Bank, National Bank and Trust, Bank of America, HSBC and First Niagara Bank
- Investment Banks – Bank of America, Chase Bank, National Bank and Trust and MBIA (Class), New York Liquid Assets Funds (NYLAF), Citizens Bank, HSBC, Key Bank and First Niagara Bank
- Official Newspaper – Oneida Daily Dispatch
- Health Consortium Representative – Melanie Brouillette / Alternate Jason Mitchell
- Homeless Liaison – Brian Latella
- Homeschool Coordinator - Brian Latella
- Worker’s Compensation Consortium Representative – Melanie Brouillette / Alternate Jason Mitchell

Motion carried 4 yes, 0 no.

IX. Authorizations

MOTION # 11 - APPROVAL OF AUTHORIZATIONS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the Authorizations as follow:

- Payroll Certification – Melanie Brouillette
- Conference Approval – Jason Mitchell
- Petty Cash Funds – Melanie Brouillette
- Signatures for all checks, deposits for all funds except Extra Classroom Activity – Melanie Brouillette / Alternate Larry Nichols
- Signatures for Extra Classroom Activity – Jason Mitchell and Tracey Lewis / Alternate Larry Nichols
- Budgetary Transfers – Jason Mitchell
- Applications and Reports for Federal Funds – Jason Mitchell
- School Lunch and Breakfast Claims and Applications – William Cotter
- Authorization to Suspend
 - a. Jason Mitchell - Superintendent
 - b. Larry Nichols – MS/HS Principal
 - c. TBD – Prek-5 Principal
- Authorization for the use of the District Credit Card - Superintendent Jason Mitchell or his designee with a limit of \$2,500.00

Motion carried 4 yes, 0 no.

X. Adoption of Board Policies

MOTION # 12 - ADOPTION OF BOARD POLICIES

ON THE MOTION of Mrs. Clark, seconded by Mr. Filipovich, the Board moved to adopt the Board Policies. Motion carried 4 yes, 0 no.

- XI. Authorization to borrow up to \$900,000 in revenue anticipation notes for the 2021-2022 school year.

MOTION # 13 - AUTHORIZATION TO BORROW

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Authorization to Borrow up to \$900,000 in revenue anticipation notes for the 2021-2022 school year. Motion carried 4 yes, 0 no.

- XII. Approval of Mileage Reimbursement Rate at the IRS variable rate

MOTION # 14 - APPROVAL OF MILEAGE REIMBURSEMENT RATE

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Mileage Reimbursement Rate at the IRS variable rate. Motion carried 4 yes, 0 no.

- XIII. Approval of Annual Reserve Report

MOTION # 15 - APPROVAL OF ANNUAL RESERVE REPORT

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Annual Reserve Report. Motion carried 4 yes, 0 no.

- XIV. Approval of Annual Out of District Student Tuition of \$1,100.00 per year for 2021-2022

MOTION # 16 - APPROVAL OF ANNUAL OUT OF DISTRICT TUITION

ON THE MOTION of Mrs. Turner, seconded by Mrs. Clark, the Board moved to approve the Annual Out of District Tuition of \$1,100.00 per year for the 2021-2022 school year. Motion carried 4 yes, 0 no.

XV. Substitute Rate of Pay as per the attached worksheet

MOTION # 17 - APPROVAL OF SUBSTITUTE RATE OF PAY

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Substitute Rate of Pay. Motion carried 4 yes, 0 no.

XVI. Adoption of Calendars

MOTION # 18 - ADOPTION OF CALENDARS

ON THE MOTION of Mrs. Clark, seconded by Mrs. Turner, the Board moved to adopt the following calendars for the 2021-2022 school year:

- a. Board of Education Meetings
- b. Establishment of Hours for Budget Vote and Election – Recommendation 12:00 Noon to 8:00 p.m. on May 17, 2022

Motion carried 4 yes, 0 no.

XVII. Appointment of Election Inspector and Clerks

MOTION # 19 - APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS AND CLERKS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the appointment of the following election inspectors and clerks: Inspectors Susan Anderson, Gary Anderson, and Diane Janney and Clerks Laura Fuess, Jo Blunt, Gerry Peckham, Barbara Andrews and Kathy Burns. Motion carried 4 yes, 0 no.

XVIII. Acceptance of Free and Reduced Lunch Price Income Eligibility Guidelines for School Lunch 2021-2022

MOTION # 20 - ACCEPTANCE OF FREE AND REDUCED LUNCH PRICE INCOME GUIDELINES

ON THE MOTION of Mrs. Turner, seconded by Mr. Filipovich, the Board moved to accept the Free and Reduced Lunch Price Income Eligibility Guidelines for School Lunch for 2021-2022. Motion carried 4 yes, 0 no.

XIX. Approval of Extra-Curricular Organizations as listed on enclosed listing

MOTION # 21 - APPROVAL OF EXTRA CURRICULAR ORGANIZATIONS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the Extra-Curricular Organizations as per the list for the 2021-2022 school year. Motion carried 4 yes, 0 no.

XX. Additional Authorizations

MOTION # 22 - APPROVAL OF ADDITIONAL AUTHORIZATIONS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the following additional authorization:

- a. Retiree Drug Subsidy (RDS) Center Authorized Representative Verification – Lisa M. Decker as Authorized Representative

Motion carried 4 yes, 0 no.

XXI. Adjournment

MOTION # 23 - ADJOURNMENT

ON THE MOTION of Mrs. Clark, seconded by Mr. Filipovich, the Board moved to adjourn the Reorganizational Meeting at 6:17 pm. Motion carried 4 yes, 0 no.

The Regular Meeting of the Board of Education of Madison Central School was held on July 6, 2021 at 6:30 pm in the auditorium.

MEMBERS PRESENT: Ms. Jessica Clark
Mr. Michael Filipovich
Mrs. Jennifer Lavoie
Ms. Jennah Turner

MEMBERS ABSENT: Mrs. Laura Billings
Mrs. Brittany Rizzo
Mr. Jona Snyder

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
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 6:30 pm.
- II. Agenda Additions
 - a. None
- III. Consent Agenda
 - a. Approval of Agenda for This Meeting
 - b. Approval of Minutes
 1. June 15, 2021 Regular Meeting Minutes

MOTION # 1 - APPROVAL OF CONSENT AGENDA

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the agenda for this meeting and the minutes from the June 15, 2021 Regular Meeting. Motion carried 4 yes, 0 no.

- IV. Public Forum
 - a. None
- V. Reports
 - a. Treasurer
 1. Internal Claims Auditor's Report

MOTION # 2 - APPROVAL OF INTERNAL CLAIMS AUDITOR'S REPORT

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Internal Claims Auditor's Report. Motion carried 4 yes, 0 no.

2. Mrs. Brouillette discussed the Fund Balance Report.
3. The Student Activities Quarterly and year end reports were shared.
- b. Superintendent – Information Items
 1. Mr. Mitchell welcomed Mr. Latella as the new Director of Curriculum, Instruction and Special Education and the Board will be getting a full report from him later in the meeting.
 2. Mr. Mitchell shared that thus far we have 23 applicants in our search for a new Elementary Principal and interviews are planned for July 19th and 20th.
 3. The Discovery Trail is well underway in being created and the Town and District are looking at July 31, 2021 as a Community Day to seek help from the community in assisting with the creation of this trail.

4. Mr. Mitchell shared that the new logo and new District website have gotten much positive feedback and that the District has not “lost” the devil in the move, but enhanced the options for logo flexibility.

- c. Superintendent – Approval Items
 1. Approval of Transfers

MOTION # 3 - APPROVAL OF TRANSFERS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Turner, the Board moved to approve the Transfers as provided. Motion carried 4 yes, 0 no.

2. Approval of Surplus of Books as per list

MOTION # 4 - APPROVAL OF SURPLUS OF BOOKS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the surplus of books as per the provided list. Motion carried 4 yes, 0 no.

3. Approval of Bus Transportation to Skanda

MOTION # 5 - APPROVAL OF BUS TRANSPORTATION TO SKANDA

ON THE MOTION of Mrs. Turner, seconded by Mr. Filipovich, the Board moved to approve the bus transportation of students to and from Skanda during the summer months. Motion carried 4 yes, 0 no.

4. Approval of Non Resident Student
 - a. Student entering grade 11

MOTION # 6 - APPROVAL OF NON RESIDENT STUDENT

ON THE MOTION of Mrs. Turner, seconded by Mr. Filipovich, the Board moved to approve the non resident student entering grade 11 for the 2021-22 school year. Motion carried 4 yes, 0 no.

- VI. Committee Reports
 - a. None
- VII. Policy
 - a. Second Reading of Policy

MOTION # 7 - APPROVAL OF POLICY

ON THE MOTION of Mrs. Turner, seconded by Mrs. Clark, the Board moved to approve the second readings of the following policies:

1. Policy # 0020 Code of Ethics for All District Personnel
2. Policy # 2200 Annual District Meeting and Election
3. Policy # 2202 Absentee Ballots When Schools Use Personal Registration

Motion carried 4 yes, 0 no.

- VIII. Old Business
 - a. None
- IX. Board of Education Discussion Items
 - a. None

- X. New Business
 - a. Personnel
 - 1. 2021-22 Advisor Appointments

MOTION # 8 - APPROVAL OF 2021-22 ADVISOR APPOINTMENTS

ON THE MOTION of Mrs. Turner, seconded by Mrs. Clark, the Board moved to approve the following list of advisors for the 2021-22 school year:

- a. Senior Class - Jessica Chenel and Kurt Peavey
- b. Junior Class - Amber Neiss
- c. Sophomore Class - Jessica Mortensen and Megan Barnes
- d. Freshman Class - TBD
- e. MADKA - Amber Barrett
- f. Athletic Director - Mike Lee
- g. SADD - Kurt Peavey
- h. TAP - Jon Silkowski
- i. Instrumental Music - Ryan Hobart
- j. High School Art - Mike Flint
- k. Choral - Nicole Winegard
- l. FFA - Matt Bruno
- m. Student Council - Amber Neiss
- n. NHS - Joe Burdick
- o. Music/Drama - Nicole Winegard
- p. Detention Monitors - Amanda Hinman, Jon Silkowski, Jessica Mortensen, Maxine Thurston, Pat Hill
- q. Mathletics - TBD
- r. Foreign Language - TBD

Motion carried 4 yes, 0 no.

- 2. Summer School Appointments

MOTION # 9 - APPROVAL OF SUMMER SCHOOL APPOINTMENTS

ON THE MOTION of Mrs. Clark, seconded by Mr. Filipovich, the Board moved to approve the following list of summer school appointments for the summer of 2021:

- a. Amber Neiss - English
- b. Jessica Chenel - Math
- c. William Hunter - Science
- d. Mackenzie Elliott - Special Education
- e. Hannah Kimball - Non Certified Substitute for Study Hall Coverage

Motion carried 4 yes, 0 no.

- 3. Resignations

Rachel DiGeorge - School Counselor effective August 31, 2021

MOTION # 10 - ACCEPTANCE OF RESIGNATION

ON THE MOTION of Mrs. Clark, seconded by Mr. Filipovich, the Board moved to accept the resignation of Rachel DiGeorge as School Counselor effective August 31, 2021. Motion carried 4 yes, 0 no.

4. Appointments

MOTION # 11 - APPROVAL OF APPOINTMENTS

ON THE MOTION of Mrs. Turner, seconded by Mrs. Clark, the Board moved to approve the appointments as listed:

- a. Elijah Hafelin - Substitute Bus Driver effective July 6, 2021
- b. Matt Bruno - Mentor to Molly Huttar from September 1, 2021-December 31, 2021 with a pro-rated stipend
- c. Ronald Rudwall - Cleaner effective July 12, 2021 as per contract

Motion carried 4 yes, 0 no.

- b. CSE/CPSE Recommendations – in official packet

MOTION # 12 - APPROVAL OF CSE/CPSE RECOMMENDATIONS

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Clark, the Board moved to approve the CSE/CPSE Recommendations as found in the official packet. Motion carried 4 yes, 0 no.

c. Principal / Director Reports

1. Mr. Nichols spoke about the recent Senior Week, stating that the Awards night and Graduation night were both well attended and very lovely. He thanked Kurt and Kyle Peavey for the live streaming, Mr. Post and his crew for all the work setting up and taking down the equipment and seating, Mr. Hobart for the sound system, the advisors for their efforts both at these events and in all the preparation getting ready for these events, Mr. Hunter for the drone footage and the parents and staff that helped with the decorating. He also shared that the Summer Enrichment program is serving over 50 students aged PreK-5th grade and there are currently 15 middle school students with the expectation of that number rising.
2. Mr. Latella spoke as the Director of Curriculum, Instruction and Special Education by first complimenting the student speakers at graduation, saying they were excellent, and highlighted his goals for the District including increasing teacher attendance at graduation to include many more of the faculty including the elementary teachers that provided the foundation for these students to work from in high school. He also spoke on his work for this summer's professional development, curriculum development and social and emotional learning platforms. He explained that the traditional AIS has now become MTSS, or Multi-tier System of Support and his goals of implementing the Madison BASICS program which will target the opportunities for education and growth during a child's first 3 years of life, prior to entering PreK. He also is working on the graduate profile program which is intended to help students find a pathway that best suits them after graduation. Lastly, he wished Ms. DiGeorge best on her new career path and discussed the many themes being utilized within the Summer Enrichment Program to stimulate the children's educational and emotional progress this summer.

XI. Correspondence

- a. A thank you card from Cathy Kimpton was shared.

XII. Question & Answer Opportunity

- a. A community member mentioned that the older community members were concerned that the devil had been lost in the new logo design, but was reassured that this was not the case.

- XIII. Executive Session - CANCELLED
 - a. To discuss the stipend of a Non-Instructional Employee

Executive Session will not be held at this meeting, but will be planned for a future meeting.

- XIV. Adjourn Executive Session - CANCELLED

- XV. Adjournment

MOTION # 13 - ADJOURNMENT

ON THE MOTION of Mrs. Clark, seconded by Mr. Filipovich, the Board moved to adjourn for the evening at 6:52 pm. Motion carried 4 yes, 0 no.

The Special Meeting of the Board of Education of Madison Central School was held on July 27, 2021 at 5:30 pm in the library.

MEMBERS PRESENT: Mrs. Laura Billings
Ms. Jessica Clark
Mrs. Jennifer Lavoie
Mr. Jona Snyder
Ms. Jennah Turner

MEMBERS ABSENT: Mr. Mike Filipovich
Mrs. Brittany Rizzo

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mr. Larry Nichols, MS/HS Principal
Mr. Brian Latella, Director of Curriculum

- I. Call to Order
 - a. Mrs. Lavoie called the meeting to order at 5:33 pm.
- II. Executive Session
 - a. To discuss the Elementary Principal Appointment

MOTION # 1 - ENTER EXECUTIVE SESSION

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to enter into Executive Session at 5:34 pm to discuss the Elementary Principal appointment. Motion carried 5 yes, 0 no.

- III. Adjourn Executive Session

MOTION # 2 - ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to adjourn Executive Session and resume the Special Meeting at 5:48 pm. Motion carried 5 yes, 0 no.

- IV. Appointment
 - a. LeeAnn Cucci - Probationary Elementary Principal effective August 1, 2021 with tenure anticipated for August 1, 2025 in the area of Elementary Principal with Initial Certification in School Building Leader and approval of LeeAnn Cucci's Contract for said position

MOTION # 3 - APPROVAL OF LEEANN CUCCI AS ELEMENTARY PRINCIPAL

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to approve LeeAnn Cucci as the Elementary Principal effective August 1, 2021 with tenure anticipated for August 1, 2025 in the area of Elementary Principal with Initial Certification in School Building Leader and approval of LeeAnn Cucci's Contract for said position. Motion carried 5 yes, 0 no.

- V. Executive Session
 - a. To discuss the stipend of a Non-Instructional Employee

MOTION # 4 - ENTER EXECUTIVE SESSION

ON THE MOTION of Mrs. Turner, seconded by Ms. Clark, the Board moved to enter into Executive Session at 5:50 pm to discuss the stipend of a Non-Instructional Employee. Motion carried 5 yes, 0 no.

- VI. Adjourn Executive Session

MOTION # 5 - ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to adjourn Executive Session and resume the Special Meeting at 6:03 pm. Motion carried 5 yes, 0 no.

MOTION # 6 - APPROVAL OF INCREASE IN STIPEND FOR BUILDING MAINTENANCE MECHANIC

ON THE MOTION of Mr. Snyder, seconded by Mrs. Turner, the Board moved to approve the increase in stipend for the position of Building Maintenance Mechanic, to be approved annually, with a stipend of \$12,500.00 for the 2021-22 school year. Motion carried 5 yes, 0 no.

VII. Adjournment

MOTION # 7 - ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to adjourn the meeting at 6:04 pm. Motion carried 5 yes, 0 no.



School Boards Institute

“Children First”

07/14/2021

Calendar – 2021-22

GENERAL MEMBERSHIP MEETINGS

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

September 23, 2021
(Thursday)

Topic: COVID 19 Federal Funding: Challenges and Opportunities
Time: Registration and Light Dinner 6:00 p.m.
Program starts at 6:30 p.m.
Site: Oneida BOCES

November 4, 2021
(Thursday)

Topic: Regent report-Regent Elizabeth S. Hakanson-5th Judicial District
Time: Registration and Light Dinner 6:00 p.m.
Program starts at 6:30 p.m.
Site: Oneida BOCES

January 27, 2022
(Thursday)
February 3, 2022
(Snow date)

Topic: “Legislative Forum - Assembly & Senate Educational Forum”
Time: Registration, Coffee and Dessert Reception 6:00 p.m.
Program starts at 6:30 p.m.
Site: Oneida BOCES

March 24, 2022

(Thursday)

Topic: “School and Community Program Showcase of Component Districts from the Herkimer BOCES region”
Program Fair visitation and presentations 5:15 – 6:30 pm
Time: Dinner 6:30 – 7:15p.m.
Program 7:15 p.m. – Synopsis of programs by appropriate individuals

&

Technology update
Site: Herkimer BOCES

May 12, 2022
(Thursday)

Topic: Distinguished Service Awards & Student Achievement Awards
Time: “Check in” 5:15 - 5:45 p.m.
Student Musical Group 5:45 p.m. - 6:00 p.m.
Dinner at 6:00 p.m.
Program begins immediately after dinner
Site: Twin Ponds Golf and Country Club



School Boards Institute

“Children First”

Calendar – 2021-22

EXECUTIVE COMMITTEE MEETINGS

(These meetings are for district representatives)

September 16, 2021
(Thursday)

Topic: Reorganization & Business Meeting
Site: Oneida BOCES

December 6, 2021
(Monday)

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

March 7, 2022
(Monday)

Topic: Business Meeting & Nominations
Site: Oneida BOCES

June 6, 2022
(Monday)

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

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

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

March 28, 2022- 9:00- 10:30 a.m. SAA / SDA Selection Committee Meeting
10:30-11:30 a.m. Officers Meeting @ Sammy’s Café, New Hartford



School Boards Institute

“Children First”

Calendar – 2021-22

BOARD MANDATED TRAINING WORKSHOPS

(For BOE members elected on May 17, 2022)

- June 9, 2022
(Thursday-Part 1) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. “Check in” and light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES (Oneida Room)
- June 13, 2022
(Monday- Part 2) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. “Check in” light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES (Oneida Room)
- June 16, 2022
(Thursday - Part 1) **Topic: Fiscal Oversight Fundamentals Training (FOT)**
Time: 5:30 p.m. “Check in” and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES
- June 20, 2022
(Monday -Part 2) **Topic: Fiscal Oversight Fundamentals Training (FOT)**
Time: 5:30 p.m. “Check in” and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES

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

2021-22 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS

- August 18, 2021
(Wednesday) **Topic: How to Grow and Keep Administrators**
Partnership Program open to current Superintendents, BOE officers and potential BOE officers
Time: 6:00 p.m. “Check in” and Light dinner
Site: Oneida BOCES
- Fall 2021 NYSSBA Convention: TBD
- November 18, 2021 **Genesis “Honor Education Celebration”**



School Boards Institute

“Children First”

(Thursday)

This is not an SBI function but we usually have over 65% of our Member schools, individuals, programs or Board members receiving recognition.

Time: 6:00 p.m.

Site: Harts Hill Inn

2021-22 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS continued...

December 20, 2021
(Monday)

Topic: “Fiscal Planning for 2022-23 & Advocacy Initiatives”

Presenter: NYSSBA Governmental Relations staff

Time: 6:00 p.m. “Check in” and Light dinner

Site: Oneida BOCES

January 10, 2022
(Monday)

Topic: “Timely Curriculum and/or Program Topic”

Presenter: OMH Professional Development Teams

Time: 6:00 p.m. “Check in” and Light dinner

Site: Oneida BOCES

February 13-14, 2022
10th
(Sunday - Monday)

Topic: NYSSBA Capital Conference - Lobby Day is Monday, February

Time: Appointments with Legislators/ (First meeting 9:30 am)

Site: State Legislative Offices, Albany, NY

OMH-SBI Legislative Committee will schedule times with Assembly and Senate Representatives

February 23, 2022
(Wednesday)

Topic: “BOE Clerk Round Table & Legal Updates” Workshop

Time: 9:00 a.m. - 3:00 p.m. – Continental Breakfast, snacks and lunch

Site: Oneida BOCES

March 26, 2022
(Saturday)

Topic: “How to become a School Board of Education Candidate and what you need to know”

Time: 8:30 a.m. Continental Breakfast

9:00 – 12:00 Program

Site: Oneida BOCES

May/June/July 2021

Local Legislative Lobbying Initiative



School Boards Institute

“Children First”

Local Assembly and District Offices of NYS Representatives & Congressional
Representatives for the OMH-SBI Region

Agenda

Oneida-Madison-Herkimer Counties School Boards Institute
Board Development Workshop

"How to Grow and Keep Administrators and quality Staff Members" **Tuesday, August 31, 2021**

Virtual: Zoom

(A Zoom link will be emailed to each registered member prior to the workshop)

- ❖ You may begin signing in between 5:30-6:00pm
- ❖ Program: 6:00 p.m.
- ❖ Presenters: Herkimer BOCES Superintendent, Sandra Sherwood
Vernon-Verona-Sherrill Superintendent, Martha Group

Education Leadership Mohawk Valley Program: Herkimer BOCES Superintendent Sandra Sherwood –

Educational Leadership of the Mohawk Valley is a dynamic group of local educators and aspiring leaders. The purpose of ELMV is to identify future leaders and broaden perspectives on educational issues. Cohort members collaborate with area superintendents and leaders in the region to advance knowledge in educational leadership and prepare for future leadership positions. Activities may include: job shadowing, mentoring, workshops, and study groups.

Superintendent Development Program: VVS Superintendent Martha Group –

Superintendent Development Program will be discussed. This program targets quality administrators and offers them opportunities to join a cohort that will prepare them to move into a Superintendent or equivalent position. The Superintendent Development Program (SDP) is a recognized, statewide, year-long, field program that teaches and mentors experienced senior school administrators through the transition from their current position to Superintendent of Schools.

Review "United States Chamber of Commerce position paper on Employee Retention".

This provides 8 ingredients that can be implemented to retain quality staff. The concepts can be applied across a variety of industries and organizations.

The program will wrap up with a Q and A as needed. We hope you will be able to take time to attend this informative session.

There is an electronic registration attached to this invitation program.



School Boards Institute

"Children First"

OMH-SBI Registration Form

"How to Grow and Keep Administrators"

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E-Mail:
OMHSBI@herkimer-boces.org

Date: August 31, 2021 (Tuesday)
Time: 5:30 p.m. – 6:00 p.m. "Check in" Zoom link will open
6:00 p.m. – 8:00 p.m. Program (*Agenda is attached*)
Presenter: Herkimer BOCES Superintendent, Sandra Sherwood
Vernon-Verona-Sherrill Superintendent, Martha Group
Site: Virtual, Zoom platform

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

* * * * *

To register for workshop:
Fill out the form & email to omhsbi@herkimer-boces.org. Any questions, contact
Charley Ann Priola, Herkimer BOCES, School Boards Institute, at 315-867-2077

**** REGISTER by Thursday, August 26, 2021 ****

SCHOOL DISTRICT: _____

Name _____ Title _____ Email _____

Name _____ Title _____ Email _____

Name _____ Title _____ Email _____

Name _____ Title _____ Email _____

Name _____ Title _____ Email _____

2021-2022 Madison CSD

District-Wide Safety Team Membership

Jennifer Lavoie, Board of Education Representative

Laura Billings, Board Member

Jason Mitchell, Superintendent

Brian Latella, Director of Curriculum, Instruction and Special Education

Larry Nichols, MS/HS Principal

LeeAnn Cucci, Elementary Principal

Matt Bruno, Agriculture Teacher

Joseph Burdick, Teacher

Maxine Thurston, Elementary Teacher

Kurt Peavey, Parent Representative

Student Council President

Maria Peavey, Student Representative

Melanie Brouillette, Treasurer

Lindsey Gallagher, School Nurse

Christopher Post, Maintenance

Deputy E. C. Howard, Madison County Sheriff

Deputy Alan Riley, Madison County Sheriff

Jack Angrisano, BOCES

Jeff Pieters-Hayduke, Head of Transportation

Device Category	Brand	MORIC	MCS	Serial Number
Desktop Computer	Dell	190389		
Desktop Computer	Dell	190390		
Desktop Computer	Dell	190391		
Desktop Computer	Dell	190392		
Desktop Computer	Dell	190403		
Desktop Computer	Dell	190404		
Desktop Computer	Dell	190405		
Desktop Computer	Dell	190393		
Desktop Computer	Dell	190388		
Desktop Computer	Dell	190369		
Desktop Computer	Dell	247761		
Desktop Computer	Dell	192402		
Desktop Computer	Dell	190377		
Desktop Computer	Dell	192579		
Desktop Computer	Dell	190380		
Desktop Computer	Dell	192582		
Desktop Computer	Dell	190411		
Desktop Computer	Dell	192571		
Desktop Computer	Dell	190407		
Desktop Computer	Dell	190406		
Desktop Computer	Dell	190374		
Desktop Computer	Dell	192401		
Desktop Computer	Dell	190368		
Desktop Computer	Dell	190384		
Desktop Computer	Dell	190379		
Desktop Computer	Dell	190402		
Desktop Computer	Dell	190401		
Desktop Computer	Dell	190386		
Desktop Computer	Dell	190400		
Desktop Computer	Dell	192403		

Desktop Computer	Dell		2587	1xqitv r1
Desktop Computer	Dell		20200143	1xrrvr1
Desktop Computer	Dell		2588	1xrrvr1
Desktop Computer	Dell	192583		
Desktop Computer	Dell	141084		
Desktop Computer	Dell	190381		
Desktop Computer	Dell	192585		
Desktop Computer	Dell	141088		
Desktop Computer	Dell	192580		
Desktop Computer	Dell	192573		
Desktop Computer	Dell	192578		
Desktop Computer	Dell	190364		
Desktop Computer	Dell	192577		
Desktop Computer	Dell	192572		
Desktop Computer	Dell	190387		
Desktop Computer	Dell	190376		
Desktop Computer	Dell	190383		
Desktop Computer	Dell	190371		
Desktop Computer	Dell	141092		
Desktop Computer	Dell	190375		
Desktop Computer	Dell	190370		
Desktop Computer	Dell	192574		
Desktop Computer	Dell	190367		
Desktop Computer	Dell	190373		
Desktop Computer	Dell	190372		
Desktop Computer	Dell	190412		
Desktop Computer	Dell	192575	20200066	
Desktop Computer	Dell	190365		
Desktop computer	Dell	141085		
desktop computer	Dell	247758		
desktop computer	Dell	247757		

desktop computer	dell	512579			
desktop computer	dell		4967rc1		
desktop computer	dell	192581			
desktop computer	dell	239992			
desktop computer	dell	239993			
desktop computer	dell	239994			
desktop computer	dell	512577			
desktop computer	dell	512581			
desktop computer	dell	512578			
desktop computer	dell			2578 mad tag	
desktop computer	dell			2577 mad tag	
VCR/DVD Player	JVC	109545			
VCR/DVD Player	JVC	109533			
VCR/DVD Player	JVC	109539			
VCR/DVD Player	JVC	109537			
VCR/DVD Player	JVC	109542			
VCR/DVD Player	JVC	109550			
VCR/DVD Player	Sony			2060300	
VCR/DVD Player	sony			2056747	
VCR/DVD Player	sony			2060299	
VCR/DVD Player	panasonic			g3ja20777	
VCR/DVD Player	panasonic		f9sa11195		
Document Camera	Elmo		463	512599	
	Elmo		469	512619	
	elmo	109493			
	elmo	109497			
	elmo		468	512600	
	elmo		470	512616	
	elmo	109500			

	elmo	109502		
Monitors				
Flat monitor	dell			cn-occ299-64180-71b-2hya
Flat monitor	dell	75425		
Flat monitor	dell	75438		
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Flat monitor	dell	75411		
Flat monitor	dell	75435		
Flat monitor	dell	75426		
Flat monitor	dell	75430		
Flat monitor	dell	75429		
Flat monitor	dell	75427		
Flat monitor	dell	75431		
Flat monitor	dell	75440		
Flat monitor	dell	75417		
Flat monitor	dell	75416		
Flat monitor	dell	75419		
Flat monitor	dell	75421		
Flat monitor	dell	75420		
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Flat monitor	dell	75432		
Flat monitor	dell	75413		
Flat monitor	dell	75414		

Flat monitor	dell		75415		
Flat monitor	dell		75407		
Flat monitor	dell		75408		
Flat monitor	dell		75449		
Flat monitor	dell		75423		
Flat monitor	dell		75409		
Flat monitor	dell			p1911t	
Flat monitor	dell		112703		
Flat monitor	dell			cnocc280-71618-729-altc	
dell monitor				cv-ofp816-74261-7bg-aw4s	
dell monitor			247767		
dell monitor	dell		112800		
Printer					
	hp 4250		serial number missing		
	hp p4014		jpgdf017706		
	hp 4050		91828	moric	
	hp 4050		98739	moric	
Projectors	NEC			2616	0900158EF
	nec				0900159ef
	nec				0301861fd
	nec				1601826eb
	nec				3500545ec
	nec				2300840ed
	nec				2300846ed
	nec				1601834eb
	nec				0500148fd
	nec				0101111ec
	nec				2585 0500774fd
	nec				2613 3500543ec

	nec			0101123ec
Switches				
Nortel 470-48t		225085 moric		
Nortel N269		108997 moric		
Dell Powerconnect 3548	J845v51			
Nortel Baystack 450-24t	ss6lkh6xxl	mad tag 000172		
Nortel Baystack 45024t	ssglkh6110	mad tag 000171		
Security Cameras				
Chromebooks				
hp	5cd6161mlk			
hp	5cd6243l90		523958	
hp				
hp	5cd6243l9c			
hp	5cd6243rmdm			
hp	5cd61604kk			
hp	5cd6243mcw			
hp	5cd6243nww9			
hp	5cd6243mdg			
hp	5cd6161k8x			
hp	5cd6244gf3			
hp	5cd6243lxs			
hp	5cd6243mjh			
hp	5cd61605jn			
hp	5cd6243mbk			
hp	5cd6244g9k			
hp	5cd6243ln1			

hp	5cd6243m64				
hp	5cd6243ll8				
hp	5cd6244gk1				
hp	5cd6243mch				
hp	5cd6243mk3				
hp	5cd6243n7w				
hp	5cd6243mc5				
hp	5cd6243ml3				
hp	5cd6243m6s				
hp	5cd6243mdv				
hp	5cd6243mcj				
hp	5cd6243mxo				
hp	5cd6243mld				
hp	5cd6243ml5				
hp	5cd6243lnl				
hp	5cd6244gjh				
hp	5cd6243lsh				
hp	5cd6161nhk				
hp	5cd6243l3d				
hp	5cd6243mdz				
hp	5cd6243mck				
hp	5cd6244gjl				
hp	5cd6244gld				
hp	5cd6243mtj				
hp	5cd61604lc				
acer	nxef2aa00263422f6b7600	onc	boces		
acer	nxg55aa0036360f92d7600				
acer	nxg55aa0036360fb4a7600				
acer	nxef2aa0025110f8dc7600				
acer	nxef2aa0025211c5647600				
acer	nxef2aa00251114cdd7600				

acer	nxef2aa00251104f9a7600		
acer	nxef2aa0025111970e7600		
acer	nxef2aa002634234147600	8324000223 - onc	
acer	nxef2aa0025211c577f600		
axer	nxef2aa0025211c5627600		
acer	nxef2aa00252407407600	4771862 - onc	
acer	nxef2aa0025211c53e7600		
acer	nxef2aa002634234197600	8324000222 - onc	
acer	nxef2aa002634236027600	8324000225 - onc	
acer	nxef2aa00251104fcd7600		
acer	nxef2aa0025250155a7600	4771868 - onc	
acer	nxef2aa002634234887600	8324000224 - onc	
acer	nxef2aa00251104fde7600		
acer	nxef2aa00251104fb07600		
acer	nxef2aa00251104f5f7600		
acer	nxef2aa0025101ccda7600		
acer	nxef2aa00251114ad97600		
acer	nxef2aa0025211c5407600		
acer	nxef2aa0025211c5467600		
acer	nxef2aa0025110f9737600		
acer	nxef2aa002634234d67600		
acer	nxef2aa002511196f87600		
acer	nxef2aa00251114f877600		
samsung	0ug99fbf324761v		
samsung	0ug99fbf324738r		
samsung	0ug99fdf304738a		
samsung	0ug99fbf118456		
samsung	0ug99fdf304798h		
samsung		513709 moric	
samsung		513701 moric	
samsung	0ug99fdf304809y		

Dell	247741	moric			
Dell	240052	moric			
Dell	240065	moric			
Dell	240057	moric			
Dell	240051	moric			
Dell	240059	moric			
dell	240054	moric			



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DONALD E. BUDMEN
COLLEEN W. HEINRICH
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DAVID E. TINKER
NICOLE M. MARLOW-JONES

PRIVILEGED AND CONFIDENTIAL

July 21, 2021

Via E-Mail & First-Class Mail

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

Re: Participation in JUUL Labs, Inc. Lawsuit

Dear Jason:

I am writing to advise of an opportunity for the District to join a pending lawsuit commenced against Juul Labs, Inc. (the "Lawsuit") on behalf of school districts nationwide seeking damages for costs incurred and potential future costs related to the vaping epidemic. The Lawsuit was commenced in the Northern District of California Federal District Court (Case No. 19-md-02913-WHO) by the Frantz Law Group as a "mass tort"¹ lawsuit. The basis of the lawsuit is that Juul Labs, Inc. fraudulently and intentionally marketed its product to children, and should therefore be responsible for costs incurred by schools related to the vaping epidemic, as opposed to the school's taxpayers. The Lawsuit seeks recovery for past and future damages relating to vaping, including vape detectors, salaries for supervisors and other staff, and education on the harms of vaping. The Lawsuit seeks to shift these vaping associated costs from taxpayers to the company responsible for the costs. We have reviewed the lawsuit and there is no financial risk to school districts participating in the Lawsuit since it is being handled on a contingency fee basis. This means schools are not responsible for paying fees or costs associated with the Lawsuit unless they receive some monetary compensation.

For reference, last month, Juul reached a \$40 million settlement with the state of North

¹ A "mass tort" lawsuit is a subtype of civil lawsuit where many distinct, individual plaintiffs file against a single defendant or a number of defendants. Mass tort lawsuits are different from class-action lawsuits in that a mass tort lawsuit treats each individual plaintiff as a separate plaintiff as opposed to class action lawsuits that treat a member of a larger lawsuit.

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Superintendent of Schools
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Carolina just prior to a scheduled trial in connection with a similar lawsuit filed by the State of North Carolina. The North Carolina lawsuit similarly alleged Juul fraudulently and intentionally marketed its products to children in North Carolina. This settlement provides precedent for a potential settlement in this case to shift vape relating costs from taxpayers to Juul.

If the School District has not already joined the Lawsuit and wishes to join, please let us know. The Board will need to adopt the enclosed resolution authorizing participation. Our firm will serve as co-counsel to the Frantz Law Group, and will provide the School District updates on the Lawsuit's status and any potential settlement options.

Below is a summary of the Lawsuit, the School District's potential role in the Lawsuit, and information regarding the contingency fee charged by The Frantz Law Group.

The Lawsuit

The Lawsuit alleges that the vaping manufacturer Juul Labs, Inc., fraudulently and intentionally marketed its products to children. Specifically, it alleges that Juul Labs intentionally marketed their product to children through social media, online advertising and even children television networks (i.e., Cartoon Network and Nickelodeon). Through this advertising, Juul Labs allegedly misled children to believe that their product was not harmful, when in fact, e-cigarettes contained ten times the amount of nicotine than a "traditional" cigarette. In addition, it is alleged that Juul Labs further marketed their product to children by creating "flavored" e-cigarettes such as fruit medley, crème brulee, and mango.

The Lawsuit alleges that, despite being warned years ago that a majority of their consumers were children, Juul Labs has continued to market and sell their flavored pods. It is also alleged that Juul Labs intentionally made it easier for children to bypass the legal age requirement for purchasing the product through its online distribution channels.

The Lawsuit seeks the following relief:

1. Monetary damages designed to compensate for past and future costs related to the vaping epidemic. For example, plaintiffs in the Lawsuit are asking to recoup any monies already spent on vaping-related issues on campus (e.g. staff time associated with disciplinary hearings, health education, etc.). Districts are also asking for additional damages to compensate for future expenses. For example:
 - a. the cost of installing vape detectors in every district bathroom;
 - We note there was legislation introduced in other jurisdictions (i.e. New York City and New Jersey) providing for the installation of vape

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Superintendent of Schools
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Page 3

- detectors in schools. It is conceivable that New York State schools could be required to install vape detectors in the future.
- b. hiring additional staff to supervise potential vaping areas on campus;
 - c. hiring additional counselors to deal with the well-documented social and emotional issues associated with nicotine addiction; and
 - d. developing and operating educational programs about the harms of vaping.
2. The lawsuit also seeks a court order prohibiting Juul Labs from continuing to manufacture, market and/or sell their “flavor pods”, which are particularly attractive to children.

Judge William Orrick, who is presiding over the Lawsuit, has set a trial date for March 2022. Given the possibility that a settlement is reached prior to trial, The Frantz Law Group recommended any interested school district join the lawsuit by **September 2021**.

School District’s Role in the Lawsuit

Unlike conventional lawsuits, which often require a tremendous amount of time and resources, participation in the instant case will require a very limited commitment on behalf of the School District. As opposed to other litigation the School District may have experienced, this case will not require any School District representative to be deposed or appear in court. It is our expectation that a School District representative may need to devote a maximum of 10 hours to facilitating the School District’s participation in the Lawsuit. This time will consist of preparing responses to an online questionnaire to evaluate current and future damages the School District may incur relating to vaping, as well as gathering relevant documentation.

Contingency Fee

The Frantz Law Group’s fee is being paid from any recovery or settlement. They have agreed to reduce their standard fees for this Lawsuit. Normally, The Frantz Law Group would receive 40% of the plaintiff’s recovery, after all costs and disbursements were paid. However, in this Litigation, the Frantz Law Group has agreed to accept 20% of the School District’s monetary recovery if the case resolves in the first year, and 25% if it resolves any time thereafter. Also, the School District would not be responsible for paying our firm for our assistance with the Lawsuit, as our fees will be paid by the Frantz Law Group.

Given there does not appear to be any financial risk to the School District and limited time commitment to participate in the Lawsuit, in light of the possibility of shifting vaping associated costs from taxpayers to the company responsible for those costs, we recommend joining the lawsuit. If the District is in agreement, please let me know. The Board will need to adopt the enclosed to join the Lawsuit.

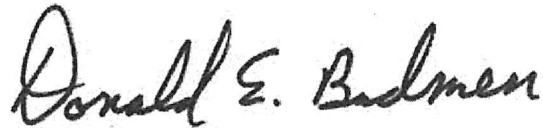
Jason Mitchell
Superintendent of Schools
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I am available to discuss any questions you may have about the Lawsuit, and the possibility of the School District joining the Lawsuit. The Frantz Law Group has advised they are also available to speak with you or the Board of Education via video conference if desired.

Once you have had the opportunity to review these materials, please do not hesitate to contact me with any questions.

Very truly yours,

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, prominent initial "D".

Donald E. Budmen

DEB/cg
Enclosure

**RESOLUTION AUTHORIZING COMMENCEMENT OF E-CIGARETTES AND
VAPING LITIGATION**

WHEREAS, the use and abuse of e-cigarettes and vaping devices has increased dramatically among high school and middle school students in recent years, leading to significant risks of addiction, potentially life threatening respiratory ailments, and other health consequences; and

WHEREAS, the use of e-cigarettes and vapid devices by students has caused the Madison Central School District (the “School District”) to incur costs in the form of staff time, disciplinary proceedings, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases; and

WHEREAS, the School District’s Board of Education (the “Board”) has been invited to join a nation-wide lawsuit by school districts against Juul Labs, Inc. the largest seller of e-cigarettes in the United States and other parties responsible for the production, marketing, sale and distribution of e-cigarettes and vaping devices; and

WHEREAS, the Board wishes to join this lawsuit to discourage the proliferation of e-cigarettes, end the marketing of e-cigarettes to children, and seek compensation for harm caused to the District due to e-cigarette use.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education hereby resolves:

31. To appoint the law firms of Ferrara Fiorenza PC, and the Frantz Law Group, APLC and approve the agreement to provide legal services in connection with pursuing claims for damages against Juul Labs, Inc. and others consistent with the recitals above;
32. To authorize the Superintendent to take all steps necessary for the District to become an active co-plaintiff to pending litigation filed on behalf of school districts Nationwide by the Frantz Law Group against Juul Labs, Inc. and others.

Dated: _____, 2021

District Clerk
Madison Central School District

**COMMUNITY MEMORIAL HOSPITAL
SCHOOL HEALTH SERVICES AGREEMENT**

This School Health Services Agreement (“Agreement”) is made as of July 1, 2021 (“Effective Date”) by and between **COMMUNITY MEMORIAL HOSPITAL**, a not-for-profit corporation organized under the laws of the State of New York with a principal office at 150 Broad Street, Hamilton, New York 13346 (“Hospital”) and **MADISON CENTRAL SCHOOL DISTRICT**, a school under the jurisdiction of the New York State Department of Education, with an address at 7303 State Route 20, Madison, New York 13402 (the “District”) (Hospital and District each referred to herein as a “Party” and collectively as the “Parties”).

RECITALS

1. Hospital is a not-for-profit, tax-exempt corporation duly organized and existing under the laws of the State of New York to operate a general hospital and related facilities, including Article 28 outpatient clinics or outpatient physician practices.

2. As part of its operations, Hospital provides outpatient primary care services (“Specialty”) and employs or contracts with duly licensed professionals in the Specialty (“Provider(s”).

3. The District is in need of and desires to engage Hospital to provide a medical inspector pursuant to Section 902 of the Education Law, and Hospital is willing to provide one or more of its licensed professionals to provide school health services in accordance with this Agreement (the “Services”).

Now, Therefore, in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

1. **Scope of Agreement.** Hospital agrees to make available its Providers to the District for provision of school based health services in accordance with NY Education Law § 902 and 8 NYCRR § 136.2 for students of the District.

2. **Services.** Hospital shall provide the Services as more fully set forth on Exhibit A, attached hereto and made a part hereof.

3. **Fees.** In consideration for the Services, the District will pay to Hospital an annual fee of Thirty-five hundred dollars (\$3500.00) payable in monthly installments. Additional services beyond the description of services outlined in Exhibit A will be paid at an hourly rate of one-hundred forty dollars (\$140.00). The District will pay Hospital within thirty (30) days of receipt of the invoice.

4. **Responsibilities of Hospital.**

- a. The Hospital shall ensure that each Provider performing Services under this Agreement comply with all the requirements in the New York State Education law for fingerprinting and criminal background checks.
- b. In the event a District student-patient requires care that falls outside the scope of Services, the Provider will direct the student-patient to follow-up with his or her established provider.
- c. Throughout the term of this Agreement, Hospital shall ensure that each Provider shall: (i) hold and maintain a current valid and unrestricted license or certification to practice provider's licensed profession in the State of New York; (ii) hold and maintain federal and state registrations to prescribe and dispense controlled substances as applicable to practitioner's licensed profession; (iii) be a participating provider in the Medicare and Medicaid programs; and (iv) comply with the applicable provisions of Exhibit A, as appropriate to the Services being provided by the practitioner hereunder.

5. **Responsibilities of District.**

- a. The District shall designate a contact person who will be responsible for coordinating with the Hospital on the implementation of this Agreement, including the commencement of Services, delivery of supplies and other coordination activities.
- b. Provide Hospital Provider with all necessary space and supplies required to perform the Services.
- c. The District shall be responsible for obtaining written consent for treatment from each student-patient's parent or legal guardian or from the student, as applicable, in order for Providers to render the Services. District shall use the form attached hereto as Exhibit B-1 in order to document such consent.
- d. The District shall obtain a HIPAA authorization from each student-patient's parent/legal guardian or student-patient, as applicable, permitting disclosure of treatment information from Providers to District, as appropriate (e.g., school principal, social worker or school nurse). The District shall use the form attached hereto as Exhibit B-2 in order to document such authorization.
- e. The District shall provide a copy of Hospital's Notice of Privacy Practices to student-patients and their parents/legal guardians, a copy of which is attached hereto as Exhibit B-3. Hospital shall supplies updates to District, as necessary.
- f. For any emergent health care needs, the District will follow its normal emergency treatment protocol.

6. **Term and Termination.**

- a. This Agreement shall commence on July 1, 2021, and continue until June 30, 2022 ("Initial Term").
- b. Provided this Agreement is in full force and effect and neither the District nor Hospital is in default at the expiration of renewal term, this Agreement shall automatically be renewed for additional terms each upon the same terms and conditions contained in this Agreement unless either party gives written notice of intention not to renew this Agreement to the other party at least ninety (90) days prior to the expiration of the Initial Term or the then current renewal term, unless and until terminated earlier pursuant to this Section 6.
- c. The Hospital may terminate this Agreement immediately upon written notice to the District if, in the Hospital's opinion, such action is reasonably necessary to secure the health, safety or welfare of Hospital patients.
- d. Upon the occurrence of a material breach of this Agreement, the non-breaching Party shall send a notice of the alleged breach to the breaching party and the breaching party shall have thirty (30) days within which to cure such breach, to the satisfaction of the non-breaching party. If the breach continues after such thirty (30) day period, the non-breaching party may terminate this Agreement on thirty (30) days' written notice thereafter.
- e. Either party shall have the right to terminate this Agreement, without liability, if on the advice of its counsel it determines in its reasonable prudent judgment that the terms of this Agreement more likely than not may be interpreted to violate any present or proposed future law or regulation applicable to it, including those which, as applicable, if violated, would jeopardize its status as a recipient of governmental or private funds for the provision of health care services or its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute. However, the terminating party shall inform the other party of its concerns and provide the other party the reasonable opportunity to respond or correct the problem before terminating party may terminate the agreement.
- f. This Agreement may be terminated by either party without cause on ninety (90) days prior written notice to the other.

7. **Confidentiality of Patient Records.** The Hospital and the District shall maintain the confidentiality of all medical records and other medical information, including patients' Protected Health Information, as defined in 45 CFR 160.103, that Hospital, the District or any Hospital staff or contractor may have access to pursuant to this Agreement. Hospital and District shall not use or disclose the foregoing information under circumstances in which such use or disclosure would constitute a violation of the Hospital's confidentiality policies and procedures or New York State or Federal laws and regulations, including, but not limited to, the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Education Rights and Privacy Act ("FERPA"). The

foregoing obligation of confidentiality shall survive the expiration or earlier termination of the Agreement.

8. **Independent Contractor Relationship.** In the performance of the services by the Hospital, the parties agree that the Hospital and all of its staff or contractors shall be and at all times are acting and performing as an independent contractor. The District shall neither have nor exercise any control or direction over the professional judgment or the method by which the District or any of its staff or contractors shall perform his/her work and functions except that the work and services shall be performed and rendered in a competent, efficient and satisfactory manner. Nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between the parties. The District will not withhold on behalf of the Hospital's staff or contractors any income tax or social security tax, and Hospital's staff or contractors will not be eligible for unemployment insurance, workers' compensation, or other District insurance benefits. Payment of taxes and arrangement for insurance coverage shall be the exclusive responsibility of the Hospital which the Hospital hereby expressly agree to discharge fully. Hospital shall not have any claim under this Agreement or otherwise against the District for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. **Insurance and Indemnification.**

- a. All Providers performing Services under this Agreement will maintain professional liability coverage in amounts of \$ 1,300,000.00 per occurrence, \$3,900,000.00 aggregate. In the event that the professional liability policy is a claims made policy, Hospital Provider shall obtain a "tail" policy for a period of no less than five (5) years from the termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
- b. District shall maintain general and commercial liability insurance and such extended coverage insurance as necessary during the term of this Agreement in amounts not less than \$1,300,000,00 for each occurrence for bodily injury and \$1,000,000.00 for each occurrence for property damage, with an aggregate limit of \$3,900,000.00.
- c. Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, the District agrees to indemnify, defend and hold harmless Hospital, its directors, officers, agents or employees from and against all claims, suits, losses, demands, damages or expenses (including reasonable attorneys' fees, court costs and expert witness fees and expenses) for any negligent act(s) or omissions(s) by its staff, employees, or agents or the failure to perform its obligations under the terms of this Agreement.

10. **Miscellaneous.**

- a. This Agreement shall be governed by and construed under the laws of the State of New York. The venue of any action or proceeding brought in connection with this Agreement shall be Madison County, New York.
- b. This Agreement may not be modified except by a writing signed by both parties; provided, however, that Hospital may modify this Agreement with immediate effect with written notice to the District when a State or Federal statute or regulation or third-party accrediting entity so requires the amendment. The District may terminate the Agreement upon thirty (30) days' written notice if the unilateral amendment by the District is, in the District's sole judgment, deemed unacceptable.
- c. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent registered or certified mail, return receipt requested, postage prepaid to the appropriate party at the address indicated at the beginning of the Agreement.
- d. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law. The District and Hospital further agree that if any term, covenant or condition of this Agreement is found to be in violation of federal or New York law or regulation, the Parties will comply in any action required to bring this Agreement into compliance with law if it is possible to do so, including termination of Agreement without liability to either Party.
- e. The failure of one of the Parties to enforce any part of this Agreement shall not operate as a waiver of its right to later enforce that provision or to enforce the balance of this Agreement.
- f. The Parties agree that the terms and conditions of this Agreement are confidential and shall be disclosed only in compliance with local, state and federal regulations, including Freedom of Information Act, or to its legal counsel and auditors, without the written consent of the other Party. If a request is received from either the District or Hospital the other party will be informed of the request. Nothing in this Section shall preclude either Party from seeking legal counsel with regard to this Agreement.
- g. This Agreement represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any prior understandings, written or oral, regarding the same subject matter.
- h. Notwithstanding any other provision in this Agreement, to the extent required by Title 10 of the New York Code of Rules and Regulations, Section 400.4, Hospital

remains responsible for ensuring that any facility service provided pursuant to this Agreement complies with all pertinent federal, state and local statutes, rules and regulations.

- i. This Agreement may be executed in two or more counterparts and each counterpart, when so executed and delivered, shall constitute a complete and original instrument and it shall not be necessary when making proof of this Agreement or any counterpart hereto to produce or account for any other counterparts.
- j. The recitals set forth above are incorporated herein as if set forth herein.

(Signature page follows)

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

COMMUNITY MEMORIAL HOSPITAL

By: _____
Print: _____
Title: _____

MADISON COUNTY SCHOOL DISTRICT

By: _____
Print: _____
Title: _____

EXHIBIT A

DESCRIPTION OF SERVICES

EXHIBIT A SCHOOL PHYSICIAN JOB DESCRIPTION

The following are duties of the Physician:

1. To make careful, periodic examinations, consistent with Education Law Sections 903 and 904, of all children in grades Pre-K, K, 1,3,5,7,9 and 11 and all new entrants who do not present a certificate from their family physicians to students enrolled in the Madison Central School District.
2. To be in the building 3 times during the school year during the months of October, March and June to give physicals for those students who have not had one by their primary doctor, for students who need a physical for interscholastic sports and to give Bus Driver physicals
2. To conduct or make arrangements for such special examinations as may be indicated after referral by the School Nurse.
3. To be a member of the Committee on Special Education, and to conduct or make arrangements for special examinations as may be indicated by such Committee. Membership is mandatory but actual attendance at each CSE meeting is necessary only if requested by the parent or the CSE in advance.
4. To examine students participating in interscholastic athletic activities at the beginning of the fall season and periodically thereafter, as deemed necessary and allowing the need for additional staffing and help during the heavy athletic sport physical dates. To adopt the new standards for the APP adopted by the NYSPHSAA Tanner Scores for both males and females.
5. To help advise, regarding public health laws governing control of communicable diseases and establish policies and procedures governing the exclusion or readmission of pupils in connection with infectious or contagious diseases. The conversations in regard to Public Health laws must be with the School Physician and/or a doctor with the medical group, not the nurse or supporting staff.
6. To provide consultations and health information individually or in groups to school administrators, school nurses, health teachers, coaches, and teacher groups regarding matters such as:
 - a. First aid;
 - b. Diet, nutrition, and food handling;
 - c. Critical health issues; and
 - d. New developments in health care.
 - e. BMI
7. To act as a consultant to school administrators and school health personnel on medical problems and public health issues, and to render opinions regarding school policies or practices regarding health and safety needs of the school community.
8. Non-patient specific orders to administer Naloxone, epi-pens, and epinephrine. To Issue standing orders as needed based on District needs regarding health care concerns within the School district.

1922014190	Jennifer L. Meyers	MD	Community Memorial Hospital	Pediatrics- 164 Broad Street, Hamilton	Primary Pediatric Physician Medical Director
1568445245	Michael K. Walsh	DO	Community Memorial Hospital	117 West Main St, Waterville & 3045 John Trush Jr. Blvd, Cazenovia	
1831137942	Melanie R. Angell	PA	Community Memorial Hospital	5180 South Street, Munnsville & 3460 South Street, Morrisville	
1912908005	Robert W. Delorme	MD	Community Memorial Hospital	164 Broad Street, Hamilton	
1851641971	Maureen Gallagher	NP	Community Memorial Hospital	Urgent Care & Primary Care 164 Broad Street, Hamilton	
1760035042	Shannon Tilbe	NP	Community Memorial Hospital	164 Broad Street, Hamilton	
1477808244	Cindy Marshall	NP	Community Memorial Hospital	164 Broad Street, Hamilton- NP Pediatrics	

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
MICHAEL FILIPOVICH
Vice President
LAURA BILLINGS
JESSICA CLARK
BRITTANY RIZZO
JONA SNYDER
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

EXHIBIT B-1

Dear Parent/Guardian,

Date:

New York State law requires a health examination for all students entering the school district for the first time and when entering Pre-K or K, 1st, 3rd, 5th, 7th, 9th and 11th grade. The examination must be completed by a New York State licensed physician, physician assistant or nurse practitioner.

We do not have a current copy of your child’s health exam. Please send in a copy of the health exam to the Health office by mail or fax. If your child will need a physical done here at school, please fill out the attached form and sign below and return to the school. School health exams are done by a provider from Community Memorial Hospital. If there are abnormal findings in the health exam the Health office will contact you.

The Hospital and the District will maintain/disclose students’ medical information as required by the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act (FERPA).

Please contact me if you have any questions.

Lindsay Gallagher, RN
School Nurse
Madison Central School
Phone (315) 893-1878 Ext. 214
Email lgallagher@madisoncentralny.org

I give my permission for my child to have a physical examination done at school by a provider from Community Memorial Hospital.

Child’s Name:

Parent Name:

Parent Signature:

EXHIBIT B-2

**COMMUNITY MEMORIAL HOSPITAL
HIPAA AUTHORIZATION**

Privacy Information		Signature	
<input type="checkbox"/>	Patient Reviewed HIPAA Statement	00/00/00	
<input type="checkbox"/>	Privacy Alert (Office Use Only)		
<input type="checkbox"/>	Do not send to Talksoft		
<input type="checkbox"/>	Do Not Send MEDENT Reminders		
<input type="checkbox"/>	Patient Refused to Sign Acknowledgement	00/00/00	
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>		<div style="background-color: #0056b3; color: white; padding: 5px; display: inline-block;">Clear</div>	
Appointment Information		Medical Information	
Pat Pref	ALL	Pat Pref	ALL
<input type="checkbox"/>	Home Phone (Include Auto Call)	<input type="checkbox"/>	Home Phone (Include Auto Call)
<input type="checkbox"/>	Mobile Phone (Include Auto Call) ()- -	<input type="checkbox"/>	Mobile Phone (Include Auto Call) ()- -
<input type="checkbox"/>	Mobile Text (Include Auto Call) ()- -	<input type="checkbox"/>	Mobile Text (Include Auto Call) ()- -
<input type="checkbox"/>	Work Phone Ext:	<input type="checkbox"/>	Work Phone Ext:
<input type="checkbox"/>	With Another Person	<input type="checkbox"/>	With Another Person
<input type="checkbox"/>	Send via Mail	<input type="checkbox"/>	Send via Mail

COMMUNITY MEMORIAL HOSPITAL



Community Memorial
Quality Healthcare Close to Home

A CROUSE HEALTH PARTNER

NOTICE OF PRIVACY PRACTICES
Effective Date: March 1, 2003
(Revised 4/2018)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Our Legal Obligations

Community Memorial Hospital is required by law to protect the privacy of your health information. We must provide you with a copy of this Notice which describes our legal duties and privacy practices and your rights concerning your health information.

- Our medical staff, affiliated health professionals, and students;
Our employees, personnel or representatives in every department having access to your health information;
Our affiliates, including independent contractors having access to your health information;
Any member of a volunteer group we allow to help you while you receive services in the hospital.

All of the Hospital-affiliated Family Health Centers.
Community Memorial Hospital and the above individuals may share your health information with each other as may be necessary to provide you treatment, for payment of your treatment, or to support our healthcare operations to the extent authorized by law.

Community Memorial Hospital is required to notify you of a breach of our secured or protected health information.

A copy of our current Notice is posted throughout our hospital and affiliated Family Health Center's registration areas. You may also obtain a copy of our Notice at www.communitymemorial.org or by contacting the Patient Access Department at (315) 824-6573, or by asking for one at the time of your next visit.

If you have any questions about this Notice or would like further information, please contact: The Compliance Coordinator at 315-824-7044

IMPORTANT INFORMATION

General Consent

We will generally obtain your written consent to use and disclose your health information for treatment, payment or health care operations.

Specific Authorization

Uses and disclosures of your health information not covered by this Notice may require your specific authorization. For example, you may request that we release a copy of your health records to another person or entity by completing a Community Memorial Hospital Authorization Form.

You may cancel your consent or authorization at any time in writing, except to the extent we have already relied upon it. To cancel your consent or authorization, please write to:

Compliance Department
Community Memorial Hospital
150 Broad Street
Hamilton, NY 13346

Depending on the nature of your health information, we may be required to comply with additional laws. For example, use and disclosure of HIV-related, genetic, and mental health information and alcohol and substance abuse records may need your specific permission.

How Someone May Act On Your Behalf - You have the right to name a representative who may act on your behalf to control the privacy of your health information. Parents and guardians will generally have the right to control the privacy of health information about minors unless the minors are permitted by law to act on their own behalf.

How to Obtain a Copy of Our Notice (or a Revised Notice) - Community Memorial Hospital must abide by the terms of the Notice currently in effect, however, we reserve the right to change our privacy practices from time to time and to make the new Notice effective for all protected health information we maintain. If we do revise the Notice, we will post the revised Notice in our registration areas, and also post a copy at www.communitymemorial.org so you will have an accurate summary of our practices. You have the right to a paper copy of our Notice. You may request a paper copy at any time, even if you have previously agreed to receive this Notice electronically.

How to File a Complaint - If you believe an improper use or disclosure has occurred, or your privacy rights have been violated, you may file a complaint with us at:

Corporate Compliance Department
Community Memorial Hospital
150 Broad Street
Hamilton, NY 13346
315-824-7044

You may also file a written complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights. Community Memorial Hospital will not take action or retaliate against you for filing a complaint.

WHAT HEALTH INFORMATION IS PROTECTED

Community Memorial Hospital is committed to protecting the privacy of your health information. Some examples of protected health information are:

- Information about your health condition (such as a disease you may have);
Information about health care services you have received or may receive in the future (such as an operation);
Information about your health care benefits under an insurance plan (such as whether a prescription is covered);
Geographic information (such as where you live or work);
Demographic information (such as your race, gender, ethnicity, or marital status);
Unique numbers that may identify you (such as your social security number, your phone number, or your driver's license number); and
Other identifying information.

HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION WITHOUT YOUR WRITTEN AUTHORIZATION

There are some situations when we do not need your specific written authorization before using your health information or sharing it with others. These situations are described below.

Treatment - We may use and disclose your health information to provide you with medical treatment and services. As an example of this, we may provide information to a provider to make available the use of a wheelchair or home oxygen to assist you during your recovery. Community Memorial Hospital utilizes an electronic medical records system for medical imaging services called the PACS system (Picture Archiving Communication). Any medical imaging tests performed by Community Memorial (such as x-rays and CAT scans) are

electronically stored on the PACS system. The PACS system also stores examinations done at other locations where Crouse Radiology Associates are the radiologists. Your physicians have Internet access to the films and reports. For example, an x-ray you had done at Community Memorial Hospital would be available to a physician who orders a test for you done at Crouse Health.

Community Memorial Hospital is affiliated with Crouse Health located in Syracuse, New York. Your health care providers working at Crouse Health and Community Memorial Hospital may access health information about you created at either hospital location as necessary to provide you with services.

Payment - We may disclose your health information to your insurance company or a billing company to obtain payment for services. Your insurance company may require that we contact it with medical information to obtain prior authorization for certain services. We may also disclose your health information to obtain payment from third parties that may be responsible for payment, such as a family member.

Health Care (Business) Operations - We may use or disclose your health information in order to support our health care operations including quality improvement and teaching. For example, we may use health information in the training of medical students.

Appointment Reminders, Treatment Alternatives, Benefits and Services - We may contact you to remind you of an appointment or to tell you about possible treatment alternatives or health-related benefits and services.

Fundraising - We may use and disclose to the Community Memorial Hospital Foundation certain information (name address, telephone number, e-mail, dates of service, age and gender) for the purpose of fundraising. If you do not want to be contacted for our fundraising efforts, you may opt out of these communications. If you do not want to receive fundraising communication, please call 315-824-7036 or email: Foundation@cmhamilton.com

Face-to-face Communications and Promotional Gifts of Nominal Value - We may use your health information to engage in face-to-face communications with you regarding our products and services or to provide you with promotional gifts of nominal value.

Treatment Alternatives - We may contact you to provide you information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Hospital Directory/Friends and Family - We may keep your name, your hospital location and general medical condition in our directory to give to anyone who asks for you by name and clergy members. We may also give your religious affiliation to members of the clergy. If you do not want us to list this information in our directory, you must tell us that you object.

Emergencies or Public Need - We may use or disclose your health information if you need emergency treatment or if we are required by law to treat you but are unable to obtain your consent.

As Required by Law - We may use or disclose your health information when required to do so by Federal, State, or Local Law.

Public Health Activities - We may disclose your health information to authorized public health officials or agencies for the purpose of public health activities (or at the direction of a public health authority, to a foreign government agency working with such officials/agencies). These disclosures may include the following:

- To prevent injury or disability;
To prevent serious threat to your health and safety or the health and safety of the public or another person;
To report births or deaths;
To report child abuse or neglect;
Victims of Abuse, Neglect or Domestic Violence - As authorized or required by law, we may release your health information to a public health or government authority that is authorized to receive reports of abuse, neglect or domestic violence. For example, we may report your information to government officials if we reasonably believe that you have been a victim of abuse, neglect or domestic violence. We will make reasonable efforts to obtain your permission before releasing this information, but in some cases we may be required or authorized to act without your permission.

Health Oversight Activities - We may disclose your information to government agencies that monitor the operation of the health care system, government health care benefit programs such as Medicare and Medicaid, and compliance with laws.

Product Monitoring, Repair and Recall - We may disclose your information to an agency Product Monitoring, Repair and Recall - We may disclose your information to an agency or individual who is required to report problems with drugs or other medical products. The information may be used to report, track, recall, replace or repair a defective or dangerous product or device or to monitor an approved product or device.

Lawsuits and Disputes - We may use or disclose your health information if we are ordered to do so by a court that is handling a lawsuit or other dispute.

Law Enforcement - We may disclose your health information to law enforcement officials to comply with laws that we are required to follow.

To the extent permitted by law, we may disclose your health information to law enforcement officials for the following:

- To assist with identifying or locating a suspect, fugitive, witness or missing person;
To comply with a court order or subpoena and other law enforcement purposes;
If you are a victim of a crime under certain circumstances;
If we suspect that your death resulted from criminal conduct;
If necessary to report a crime occurring on our premises; or
In an emergency to report a crime.

Public Health and Safety - We may use or disclose your health information to prevent a serious threat to your health or safety, or the health or safety of others.

National Security and Intelligence Activities or Protective Services - We may disclose your health information to authorized officials who are conducting activities such as providing protective services to the President or other important officials or for national security activities.

Military and Veterans - We may disclose your health information to authorized military agencies for certain activities if you are a member of the US armed forces (including veterans). We may also release health information about foreign military personnel to foreign military authorities.

Inmates and Correctional Institutions - If you are an inmate or you are detained by a law enforcement officer, we may disclose your health information to the prison officers or law enforcement officers for your or another's health and safety.

Coroners, Medical Examiners and Funeral Directors, Organ and Tissue Donation - In the event of your death, we may disclose your health information to a coroner or medical examiner to determine the cause of death. We may also release your information to funeral directors as necessary to carry out their duties. We may disclose your health information to organ donation organizations to determine whether donation or transplantation is possible.

Research - In most cases, we will ask for your written authorization before using your health information or sharing it with others in order to conduct research. However, under some circumstances, we may use and disclose your health information without your authorization if we obtain approval through a special process to ensure that research without your authorization poses minimal risk to your privacy. Under no circumstance, however, would we allow researchers to use your name or identify publicly. We may also release your health information without your authorization to people who are preparing a future research project, so long as any information identifying you does not have our facility. In the unfortunate event of your death, we may share your health information with the people who are conducting research using the information of deceased persons, as long as they agree not to remove from our facility any information that identifies you.

Workers' Compensation - We may use or disclose your health information as necessary to comply with workers' compensation laws.

USES AND DISCLOSURES THAT WILL ONLY BE MADE WITH YOUR WRITTEN AUTHORIZATION

We will only make the following uses and disclosures with your written authorization:

- Most uses and disclosures of psychotherapy notes;
Uses and disclosures for marketing purposes;
Uses and disclosures that would be considered a sale of health information; and
Other uses and disclosures not otherwise described in this Notice or covered by the laws that apply to us.

In these instances, we will provide you with an authorization form to sign. You may revoke the authorization at any time as indicated above under "Specific Authorizations."

YOUR RIGHTS TO ACCESS AND CONTROL YOUR HEALTH INFORMATION

You have the following right to access and control your health information. These rights are important because they will help you make sure that the health information we have about you is accurate, help you control the way we use and share your information, or help the way we communicate with you about your medical matters.

Right to Inspect and Copy Records

You have the right to inspect and obtain a paper or electronic copy of your health information, including medical and billing records, as long as we maintain your information. In certain circumstances, Community Memorial Hospital is authorized by law to deny your request.

To inspect or obtain a copy of your health information, please submit your request in writing to:

Health Information Management
Community Memorial Hospital
150 Broad Street
Hamilton, NY 13346

Right to Amend Records

You have the right to request an amendment of your health information if you believe your record is incorrect or incomplete, as long as we maintain the information. Community Memorial Hospital has the right to deny the request if the information was not created by us (unless the original health care provider is no longer available to amend the record), is not part of the information you have a right to inspect or copy; or it is correct.

To obtain a Request for Amendment form, please write to the address listed under "Right to Inspect and Copy Records."

Right to an Accounting of Disclosures

You have a right to request an "accounting of disclosures" which identifies information we have shared with others. This does not include:

- Disclosures we made to you;
Disclosures for treatment, payment or health care operation purposes;
Disclosures made in the hospital directory;
Disclosures made to your family and friends involved in your care and treatment;
Disclosures made to federal officials for national security and intelligence activities;
Disclosures made about inmates to correctional institutions or law enforcement officers;
Disclosures made six years prior to your request.

To request an Accounting of Disclosures, please write to the address listed under "Right to Inspect and Copy Records." You may obtain one accounting listing within every 12-month period without charge. We may charge for additional requests within the same 12-month period, but we will let you know in advance.

Right to Request Additional Privacy Protections

You have the right to request in writing that we further restrict the way we use and disclose your health information. You may also request that we limit how we use and disclose information about you to family or friends involved in your care. For example, you could request that we not disclose information about a surgery you had. Generally, Community Memorial Hospital is not required to agree to your request to restrict how we use and disclose your medical information. However, if you request Community Memorial Hospital to restrict the disclosure of your health information to a health plan (your health insurer) related to services or items we provide to you and you pay us for such services or items out-of-pocket in full, we must agree to your request, unless we are required by law to disclose the information. Please note: This restriction will apply only when requested and services are paid in full. Future services without a restriction request and for which no out-of-pocket payment is received will be billed as required by your health plan, which may include certain provider notes that reference prior treatments or services previously restricted. If we do agree to a restriction, our agreement will be in writing and we will follow your request unless your health information is needed to provide you emergency care or we terminate the agreement.

To make a request for a Request for Specific Privacy Protections form, see the address under "Right to Inspect and Copy Records." Your request should include: 1) what information you want to limit; 2) whether you want to limit how we use the information, how we share it with others, or both; and 3) to whom you want the limits to apply.

Right to Request Confidential Communications

You have the right to request in writing that we communicate with you about your medical matters by alternative means or at alternative locations. For example, you may ask that we contact you at work instead of at home.

THANK YOU

For choosing Community Memorial Hospital for your health care needs. If you would like to talk to someone about your health care or services please call:

Community Memorial Administration
315-824-6000

**NOTICE OF PRIVACY PRACTICES
COMMUNITY MEMORIAL HOSPITAL
CERTIFICATE OF INSURANCE**



Two Park Avenue, New York, NY 10016
(212) 576-9800 | (800) 275-6564 | MLMIC.com
New York City | Latham | Syracuse | Long Island | Buffalo

Certificate of Insurance

Issue Office: NYC Office **Phone Number:** 212 576 9670 **Date of Issue:** May 29, 2021

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

POLICY ADMINISTRATOR:

Community Memorial Hospital, Inc.
150 Broad Street
Hamilton, NY 13346

INSURED:

RF0675134
Jennifer Meyers, MD

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY	
Professional Liability	P0007018	07/01/2021	07/01/2022	Each Person	\$1,300,000
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Total	\$3,900,000

Specialty: Pediatrics (not to include Tonsillectomy and Adenoidectomy, other major surgery, or general or spinal anesthesia)

Specialty Specific Limiting Endorsements, if any: None

Cancellation, Change or Nonrenewal:

IN THE EVENT OF ANY MATERIAL CHANGE IN, CANCELLATION OF, OR FAILURE TO RENEW SAID POLICY, THE COMPANY ISSUING THIS CERTIFICATE WILL ENDEAVOR TO GIVE WRITTEN NOTICE TO THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY UPON THE COMPANY.

CERTIFICATE HOLDER:

Attn: Medical Staff Office
Community Memorial Hospital, Inc.
150 Broad Street
Hamilton, NY 13346

Authorized Representative

To: Mr. Jason Mitchell, Superintendent

From: Mike Lee, Athletic Director

Re: Fall 2021 Combined Sports

Date: August 10, 2021

At the upcoming Board of Education meeting, please seek approval for Madison to participate in the following sports hosted at Morrisville-Eaton:

Varsity Football
Modified Football
Varsity Field Hockey
Modified Field Hockey

Thank you!