

The Budget Hearing and Workshop Meeting of the Board of Education of Madison Central School was held on May 3, 2022 at 6:30 pm in the auditorium.

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

MEMBERS ABSENT: Mr. Mike Filipovich
Mrs. Jennah Turner

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mrs. LeeAnn Cucci, Elementary 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 6:31 pm.
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 1 - APPROVAL OF AGENDA

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the agenda for this meeting. Motion carried 5 yes, 0 no.

- b. Approval of Minutes
 - 1. April 19, 2022 Regular Meeting Minutes

MOTION # 2 - APPROVAL OF MINUTES

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to approve the minutes from the April 19, 2022 Regular Meeting. Motion carried 5 yes, 0 no.

- IV. Reports
 - a. Superintendent – Information Items
 - 1. Mr. Mitchell presented the 2022-23 Budget and Proposed Capital Project. Some questions and comments were discussed and answered during the presentation.
 - b. Superintendent – Approval Items
 - 1. Approval of Madison Central School Academic Calendar for 2022-23

MOTION # 3 - APPROVAL OF CALENDAR

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the Madison Central School Academic Calendar for 2022-23. Motion carried 5 yes, 0 no.

- 2. Approval of proposed Senior Class Trip Itinerary to Boston, MA for June 9-12, 2022

MOTION # 4 - APPROVAL OF PROPOSED SENIOR CLASS TRIP ITINERARY

ON THE MOTION of Ms. Clark, seconded by Mr. Reiter, the Board moved to approve the proposed Senior Class Trip Itinerary for June 9-12, 2022. Motion carried 5 yes, 0 no.

- V. New Business
 - a. Personnel
 - 1. Resignation
 - a. Aimee VanGarrett - Teacher's Aide effective May 4, 2022

MOTION # 5 - ACCEPTANCE OF RESIGNATION

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to accept the resignation of Aimee VanGarrett as a Teacher's Aide effective May 4, 2022. Motion carried 5 yes, 0 no.

- VI. Question & Answer Opportunity/Public Forum
 - a. None
- VII. Executive Session
 - a. To discuss the tentative agreement for 2022-2025 with the MTA
 - b. To discuss the employment history of a particular person

MOTION # 6 - ENTER EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to enter into Executive Session at 7:07 pm to discuss the tentative agreement with the MTA for 2022-2025 and the employment history of a particular person. Motion carried 5 yes, 0 no.

- VIII. Adjourn Executive Session

MOTION # 7 - ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to adjourn Executive Session at 8:09 pm. Motion carried 5 yes, 0 no.

- IX. Adjournment

MOTION # 8 - ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to adjourn for the evening at 8:09 pm. Motion carried 5 yes, 0 no.

Service Agreement

This Service Agreement (the "Agreement") is made by and between **INTEGRATED COMMUNITY ALTERNATIVES NETWORK, (ICAN)**, a New York not-for-profit corporation and **INTEGRATED COMMUNITY ALTERNATIVES NETWORK IPA, LLC**, each with offices located at 310 Main Street, Utica, New York 13501 (collectively referred to herein as "ICAN"), and _____ Madison Central School District _____ (hereinafter referred to as "District").

WHEREAS, Integrated Community Alternatives Network, Inc. is a tax-exempt, non-profit, non-stock corporation and the sole member of Integrated Community Alternatives Network IPA, LLC, which has formed a network of providers to furnish individualized, comprehensive treatment through integrated and wrap-around service planning using managed care principles to children and adolescents with serious emotional, behavioral or mental health problems (the "Provider Network"), and

WHEREAS, District desires to contract with ICAN to provide certain services to benefit its students and their families by utilizing ICAN's Provider Network;

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

1. **TERM.** The term of this Agreement shall begin on the date it is executed by the parties and shall end upon the completion of the Services (as hereinafter defined), or otherwise on ___ June 30th _____, 2022 (the "Termination Date"). All of the Services (as hereinafter defined) to be performed by ICAN shall be completed, approved and accepted on or before the Termination Date.
2. **SCOPE OF SERVICES.** ICAN, through the Provider Network, shall perform the services as set forth on Schedule "A" attached hereto and made apart hereof (collectively, the "Services"). Any change orders to the Services shall be in writing and acknowledged by both parties.
3. **PERFORMANCE OF SERVICES.** ICAN shall begin performance of the Services on _____ April _____ 18th _____, 2021, and shall complete all Services not later than the Termination Date. ICAN shall furnish all materials, equipment, supplies, personal and other resources necessary to perform the Services through the Provider Network.
4. **FEES.** District shall pay ICAN the fee or fees for performing the Services in the amount and in the manner as set forth on Schedule "B" attached hereto and made apart hereof. Such fee may be modified due to a change in the Services set forth on Schedule "A" through the written, mutual consent of the parties hereto.
5. **EXPENSES.** District shall reimburse ICAN for certain expenses incurred by ICAN in performing the Services as set forth on Schedule "B". Reimbursement shall be made in accordance with District policy, procedures, and applicable laws and regulations. Statements submitted by ICAN must include original bills, receipts and such other documentation as District may reasonably require. ICAN shall also be entitled to reimbursement for any other expenses as reasonably

incurred in the completion of the Services, subject to review and approval by the District.

6. **ICAN REPRESENTATIONS AND WARRANTIES.** ICAN agrees to fulfill the following obligations within federal and state confidentiality requirements:

1. ICAN covenants and agrees that ICAN and its employees, agents, officers or any other person(s) employed or engaged by ICAN through the Provider Network will comply with the terms and conditions of this Agreement;
2. ICAN shall make reasonable efforts to assure that the individuals and agencies participating in the Provider Network with ICAN during the term of this Agreement include individuals whose credentials are in conformity with the requirements of the State of New York or are otherwise qualified to provide the Services;
3. ICAN agrees to provide, or arrange for the provision of, the Services, which are within the scope of certification or competence of ICAN and/or the Provider Network, once requested and authorized by District.
4. ICAN shall provide the Services in accordance with any applicable service plan. The service plan will be updated regularly with progress notes.
5. ICAN and Provider Network will cooperate with each other and the District in the provision of Services.
6. ICAN warrants that in cases of emergency, ICAN shall refer such emergency to the nearest appropriate facility for the treatment of the emergency.
7. ICAN, its employees, agents and subcontractors shall comply with all applicable and relevant administrative policies of District.
8. ICAN acknowledges and agrees that District is subject to various county, New York State and federal laws and regulations which affect the provision of Services (hereinafter referred to as "Legal Requirements".) ICAN agrees to comply with all such Legal Requirements, as enacted or amended by the State or federal government from time to time. Included within those requirements is the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It is understood that ICAN shall comply strictly with HIPAA requirements.
9. ICAN shall not utilize any person to provide Services that has not been cleared and reviewed pursuant to ICAN's Provider Network requirements.

7. **DISTRICT REPRESENTATIONS AND WARRANTIES.** District agrees to fulfill the following obligations within federal and state confidentiality requirements:

1. Pursuant to New York State law, the commissioner of District shall maintain

ultimate responsibility for the welfare of any person receiving Services under this agreement (a "Participant" or, collectively, "Participants");

2. District shall be solely responsible for determining eligibility of all Participants, and establishing procedures for eligibility of Services;
3. District shall work with ICAN, and will mutually agree upon with ICAN, procedures for the development and management of:
 - a. Referral protocols for eligible Participants;
 - b. Procedures for coordination between District personnel and ICAN related to management of any service plan for Participants according to standards and procedures established by ICAN in light of its substantial experience providing Services to children and families;
 - c. A system for the sharing of case records of Participants consistent with applicable laws and regulations concerning the confidentiality of Participant records to ensure that appropriate information will travel with the Participant throughout the health and human services delivery systems.
4. District shall provide ICAN with information, periodically updated, concerning Participant eligibility and utilization data applicable to ICAN. District shall provide this information to ICAN by regular mail and shall confirm same by telephone or facsimile.
5. District shall provide, or arrange for the provision of, the appropriate internal administrative services to assist ICAN in fulfilling the Services and its obligations under this Agreement. District shall perform or contract for the performance of all functions necessary and appropriate for the administration of this Agreement, including but not limited to invoice processing, and accounting for provision of required data to ICAN regarding utilization of Services.
6. District shall cooperate fully in all utilization review, quality assurance and grievance procedures established by ICAN. A copy of any complaint that is made or grievance that is sent to District will be forwarded immediately to ICAN.
6. **INTELLECTUAL PROPERTY.** All intellectual property produced in the performance of the Services, including material which is or could be subject to a copyright, trademark or patent, shall be the exclusive property of ICAN.
8. **CONFIDENTIALITY.** The parties hereto agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by an agent or employee of either party without the express written consent of the other party. For purposes of this Agreement, the term "third parties" includes any person or entity except (i) the parties to this Agreement, (ii) any

employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms, (iii) governmental entities, (iv) persons who have obtained a lawful subpoena or court order, or (v) any member of the Provider Network with which ICAN has contracted to arrange for the provision of Services under this Agreement. The parties covenant to safeguard and protect the confidentiality of each other's non-public information used in the provision of Services, including, but not limited to, processes, information technology systems, training materials, policies, procedures, documentation, case management materials. This covenant shall survive the termination of this Agreement.

9. **INSURANCE.** Each party hereto, at its sole cost and expense, shall self-insure or maintain such general liability and professional liability insurance as shall be necessary to insure party and its own employees or agents against any claim or claims for damages arising by reason of injury to person or property or death occasioned directly or indirectly in connection with the performance of the Services and the obligations created by this Agreement; however, District shall bear responsibility for providing insurance coverage for the use of any District property, facilities or equipment in connection with this Agreement.
10. **INDEPENDENT CONTRACTOR.** ICAN and its agents are not employees of District and are not entitled to any benefits of employees of District, such as retirement benefits, unemployment insurance, workmen's compensation, employee's medical, hospital, or any other benefits that an employee of District is normally eligible to receive. ICAN warrants that it and its agents are independent contractors under this Agreement, hired solely to perform specialized services for District. As the relationship between the parties is one of independent contractors, ICAN absolutely disclaims and does not assume any liability of District, financial or otherwise, and District may not represent to third parties that ICAN has assumed its liabilities. Such representation would be grounds for automatic termination of this Agreement. ICAN shall function solely as an independent subcontractor under the terms of this Agreement.
11. **INDEMNIFICATION.** ICAN agrees to hold harmless and indemnify District, and any of its directors, officers, agents, servants, employees and appointees, from any and all damages, losses, claims, costs, expenses, and risk of loss or liability of any nature whatsoever, including reasonable attorney fees, arising from any negligent act or omission, or any willful misconduct, of ICAN, or any of its directors, officers, agents, servants, employees and appointees, in connection with the provision of the Services. District agrees to hold harmless and indemnify ICAN and any of its directors, officers, agents, servants, employees and appointees from any and all damages, losses, claims, costs, expenses, and risk of loss or liability of any nature whatsoever, including reasonable attorney fees, arising from any negligent act or omission, or any willful misconduct, of District, or any of its directors, officers, agents, servants, employees and appointees, in connection with this Agreement.
12. **NON-DISCRIMINATION.** ICAN shall not illegally discriminate on the basis of race, religion, color, ethnic background, gender, age, disability, sexual orientation or any other basis which is protected by federal, state or local laws in the employment of staff or in contracting with vendors, supplies or sub-contractors in the performance of the Services.
13. **TERMINATION.** Upon the breach of any of the terms of this Agreement by either party, and the

failure by the breaching party to cure the breach within thirty (30) days after written notice of such breach, the non-breaching party may terminate this agreement. In addition, either party may, at its option, terminate this Agreement without cause upon the providing of sixty (60) days' written notice to the non-terminating party. Termination shall not release either District or ICAN of contractual obligations with respect to already existing service contracts with Participants. ICAN shall continue to arrange for the provision of all required Services for the remainder of the term of such contracts. In addition, termination shall not release either party of obligations with regard to (i) payments accrued to ICAN in connection with the fee and expense schedule described on Schedule "B", or (ii) the obligation of ICAN to Participants then receiving Services. ICAN warrants that, in the event this Agreement is terminated, ICAN, its employees and agents, shall reasonably cooperate with District in the orderly transfer, including case records, of Participants associated with ICAN to another service provider designated by District.

14. **SAVING CLAUSE.** ICAN shall not assign or transfer this Agreement, or any part thereof, or any interest therein, without first receiving written approval from District. All modifications of, or changes in, the terms of this Agreement must be in writing.

15. **MISCELLANEOUS.**

1. Neither party hereto shall make any representations or commitments on behalf of the other party.
2. Both parties hereto shall comply with all federal, state and local laws, rules and regulations that apply to the performance and reception of the Services.
3. ICAN represents that all required licenses, certifications and permits necessary to provide the Services will be obtained.
4. This Agreement shall be subject to and governed by the laws of the State of New York, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of New York and to venue in Oneida County.
5. This written Agreement and the Schedules attached hereto contain the entire agreement between the parties. There are no other agreements or understandings concerning the terms of this Agreement.
6. No modification or amendments of this Agreement or any of its terms, nor any waiver of any term of this Agreement shall be valid unless it is in writing and signed by the appropriate party.
7. This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.
8. Each signatory to this Agreement represents and warrants that he or she has full authority to enter into this Agreement on behalf of the respective parties hereto.
9. This Agreement may be executed in any number of counterparts with the same effect as if

all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

10. If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
11. In connection with this Agreement and all transactions contemplated by this Agreement, each party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

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IN WITNESS WHEREOF the parties hereto have hereunto set their names as of the 18th day of April, 2022

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK
(ICAN)**

Date 7/20/2022

By [Signature]
Name: STEVEN BOBER
Title: CEO / EXECUTIVE DIRECTOR

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK
IPA, LLC (Provider Network)**

Date 4/20/22

By [Signature]
Name: GEOFFREY STEWART
Title: DIRECTOR OF IPA OPERATIONS

MADISON CENTRAL SCHOOL DISTRICT

Date 4/18/22

By [Signature]
Name: BRUCE J. WITTEW
Title: DIRECTOR OF CURRICULUM, INSTRUCTION
& SPECIAL EDUCATION

Schedule "A"

Services

ICAN will provide the following supports to the Madison Central School District:

The equivalent of 2 KEY-(Knowledge Empowers You) programs (up to 24 total sessions) for identified youth. KEY programming provides Transitional Life Skill and Social Emotional Skill building for youth 13-19 years old with a goal of educating and empowering young people. (Additional KEY details attached with KEY Brochure)

(0.5 FTE) Part-Time ICAN Behavioral and Mental Health Supports to any identified students. ICAN Provider will provide supports by being on-site 2 days one week and on-site 3 days the next week for the equivalent of 5 days out every 10 days. The focus of these supports will be to support the mental health and behavioral health needs of any identified students providing individual behavioral support, mentoring and linkage to additional supports (when necessary). This support will run from April 18th, 2022 until June 30th, 2022.

Schedule "B"

Services

ICAN will provide the following supports to the Madison Central School District:

-(2) KEY Programs (up to 24 total sessions)

-0.5 FTE (April 2022-June 2022) - Behavior Support Specialists (BSS)

Total cost: **\$20,000**

Memorandum of Agreement

THIS AGREEMENT dated this 10th day of May 2022, is entered into by and between the Madison Central School District (hereinafter referred to as “the District”) and the Madison Teachers’ Association (hereinafter referred to as “the MTA”), and the Madison Non-Instructional Employees Association (hereinafter referred to as the “MNIEA”).

WHEREAS the District, MTA and MNIEA have had discussions regarding the placement of the job title School Nurse (RN); and,

WHEREAS the parties have discussed moving the title of School Nurse (RN) from its current bargaining unit the MNIEA to the MTA; and

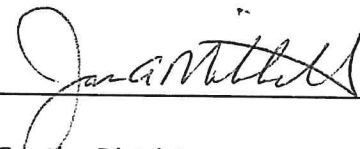
WHEREAS the District, the MTA and MNIEA agree that the title of School Nurse (RN) will be added into the MTA and the MTA will become the exclusive bargaining agent for the job title School Nurse (RN);

The parties do hereby agree as follows:


1. Prior to the signing of this Agreement, the title of School Nurse (RN) has been recognized as being represented exclusively by the MNIEA.
2. The negotiated terms of the title School Nurse (RN) are contained within the collective bargaining agreement between the District and the MNIEA.
3. Ms. Lindsay Gallagher is currently the sole, full-time employee in the job title of School Nurse (RN).
4. Ms. Gallagher has expressed a desire to both the MNIEA and the MTA to have the job title School Nurse (RN) accreted into the MTA.
5. The MTA and MNIEA have shared this desire with the District.
6. The District, MTA and MNIEA agree with releasing the job title School Nurse (RN) from being a recognized title within the MNIEA, for the purpose of adding the title into the MTA.
7. Upon the signing of this Agreement, the MTA will be recognized as the exclusive bargaining agent of the job title of School Nurse (RN), and the job title shall be recognized as falling under the Preamble and Recognition of the collective bargaining agreement of the MTA.

8. Upon the signing of this Agreement, the MNIEA will no longer be recognized as the exclusive bargaining agent for this title, and the title shall be removed from the collective bargaining unit's Recognition Agreement, Article I.
9. The negotiated terms and conditions of employment of the title School Nurse (RN) will be transferred in their entirety from the MNIEA collective bargaining agreement to the MTA collective bargaining agreement and shall remain as such until negotiated otherwise by the District and the MTA. The title School Nurse (RN) shall not be covered under any terms of the current MTA collective bargaining agreement, unless specifically agreed to by the District and the MTA.
10. The following are recognized regarding Ms. Gallagher's employment at the time of this Agreement's signing:
 - Date of Hire - September 4, 2018
 - Salary at Date of Hire - \$33,630.00
 - 2021-2022 Salary - \$37,159.00 (See MNIEA collective bargaining agreement for future negotiated salary increases.)
 - Accumulated Sick Time as of the signing of this Agreement – 26.5 hours
 - Family Health and Dental Insurance Plan (See MNIEA Premium Contribution Percentage and RX Co-pays (Article VIII in place at the time of the signing of this Agreement.)
11. This Memorandum of Agreement will become effective upon the date of its signing by the respective parties.
12. All other terms and conditions of the collective bargaining agreements between the District and the MTA and MNIEA remain in full force and effect. Entering into this agreement shall not modify the collective bargaining agreement, except as spelled out in this Agreement.
13. Nothing contained in this Agreement may be used by any of the parties to make a claim that a past practice has been established. The parties further understand and agree that this agreement is non-precedent setting.
14. In the event there is a dispute as to the interpretation or application of this Agreement, said dispute shall be resolved using the parties negotiated grievance procedure.

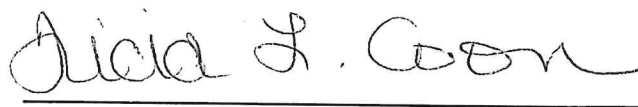
Date: 5/10/22


For the District

Date: 5/10/22


For the MTA

Date: 5/10/22


For the MNIEA

MUNICIPAL COOPERATION AGREEMENT

This Third AMENDED AND RESTATED AGREEMENT, made effective this 1st day of July 2022 (the “Effective Date”), by and among each of the signatory school districts and/or boards of cooperative educational services hereto (collectively the “Participants”).

A. PURPOSES:

1. Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of Article 5-G of the General Municipal Law authorizes municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Section 119-n of Article 5-G of the General Municipal Law defines the term “municipal corporation” to include a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district, or a school district;
4. The Participants in this Agreement have determined to their individual satisfaction that furnishing the health benefits for their eligible officers, eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (referred to collectively as “enrollees”) through a Consortium by acting in concert with one another is in their best interests as it is more cost-effective and efficient. Eligibility requirements are determined by each Participant’s collective bargaining agreements and/or their personnel policies and procedures;
5. The Participants desire to reflect the current relationship of the municipal corporations and the current terms of their participation in the Madison-Oneida-Herkimer Schools HealthCare Consortium; the participating municipalities are executing this agreement restating the terms of the existing Madison-Oneida-Herkimer Schools HealthCare Consortium, clarifying certain terms of previous Agreements they signed, amending the previous agreement to reflect changes required through compliance with certain New York State Laws; and
6. The Participants hereby designate themselves under this agreement as the Madison-Oneida-Herkimer Schools HealthCare Consortium (the “Consortium”) for the purpose of providing health benefits to those enrollees that each Participant individually elects to include in the Madison-Oneida-Herkimer Schools HealthCare Consortium Medical Plan(s) (the “Plan(s)”).

B. PARTICIPANTS

1. Membership in the Consortium will be offered to any school district within the geographical and political boundaries of the Madison-Oneida Board of Cooperative Educational Services, provided the school district can provide satisfactory proof of its financial responsibility; provided, however, that any current Participant, as of the date of this amended Agreement, shall continue to be a Participant. Membership shall be subject to the terms and conditions set forth in this agreement and any amendments hereto
2. Partial membership of a collective bargaining unit or employee group of a Participant (municipal corporation) is not encouraged. Any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board of Directors.
3. Initial membership of additional participants shall become effective on the 1st day of the calendar month following the adoption by the Board of Directors of the resolution to accept the entity as a Participant.
4. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, may elect to permit a school district which is not located in the geographical or political boundaries of the Madison-Oneida Board of Cooperative Educational Services to become a Participant of the Plan subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility. Furthermore, said municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
5. An employer, including a collective bargaining unit or an employee group of an employer who was previously a Participant or sub-group of a Participant, but is no longer a Participant or sub-group of a Participant of the Plan, and which is otherwise eligible for membership in the Plan, may apply for re-entry after a minimum of three years has passed since it was last a Participant or sub-group of a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board of Directors. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board of Directors. In order to reenter the Plan, an employer, or a collective bargaining unit or an employee group of an employer, must have satisfied in full all of its outstanding financial obligations to the Plan.

Furthermore, such employer, or a collective bargaining unit or an employee group of an employer, must agree to continue as a Participant or sub-group of a Participant for a minimum of three years upon re-entry.

C. PARTICIPANTS' LIABILITY

The Participants shall share in the costs of, and assume the liabilities for medical, surgical, hospital, and prescription drug benefits provided under the Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the Consortium's Board of Directors, as outlined in Section K, Paragraph 4 of this Agreement. The pro rata share shall be based on the Participant's current "premium" contribution to the Plan as a percentage of the total current "premium" contribution to the Plan during their period of participation.

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

D. BOARD OF DIRECTORS

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

E. ACTIONS BY THE BOARD

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

1. To fill any vacancy in any of the officers of the Consortium.
2. To fix the frequency, time, and place of regular Board meetings, and Special meetings of the Board which may be called by the Chairperson or any two Board Members provided not less than two days written or oral notice is provided to all remaining Board Members.
3. To approve an annual budget for the Consortium, prior to April 1st of each year, and determine the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.
4. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants.
5. To approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s), a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
6. To annually select a Plan Consultant for the upcoming Plan Year, prior to April 1st of each year.
7. To review, consider and act on any recommendations made by a Plan Consultant or Plan Administrator.
8. To establish administration guidelines for the efficient operation of the Plan.
9. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this agreement.
10. To contract with third parties, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Plan. Said goods and services may include, but may not be limited to accounting services, legal counsel, consulting services, purchase of insurances, and actuarial services.
11. To determine each year the insurance carrier or carriers, if any, who are to provide the stop-loss insurance coverage during the next year.
12. To determine and notify each Participant by April 1st of each year of the monthly premium equivalent for each enrollee classification during the next Plan year commencing the following July 1st.
13. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the FDIC.

14. To designate annually the Treasurer of the Consortium who may or may not be a member of the Board of Directors and who shall be the Treasurer of the Madison-Oneida BOCES. The Treasurer's duties will be determined by the Consortium's Fiscal Officer to whom he/she will report.
15. To designate annually the Secretary of the Consortium who may or may not be a member of the Board of Directors.
16. To designate the Secretary of the Consortium to have custody of all reports, statements and other documents of the Consortium. The Secretary will take minutes of each Board Meeting which shall be acted on by the Board of Directors at a subsequent meeting.
17. To designate annually the Fiscal Officer to serve as the Consortium's attorney-in-fact.
18. To choose the Certified Public Accountant and the Actuary to provide the reports required by this Agreement and any applicable law.

F. OFFICERS

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

G. EXECUTIVE COMMITTEE

1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice-Chairperson, and the Fiscal Officer of the Consortium.
2. The Executive Committee may meet at any time between meetings of the Board of Directors at the discretion of the Chairperson. The Executive Committee will make recommendations to the Board of Directors.
3. The Executive Committee oversees the Consortium between meetings of the Board of Directors, subject to such approval by the Board of Directors as may be required by this agreement.

H. PLAN ADMINISTRATOR

The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, will annually designate an administrator and/or insurance company of the Plan and the other provider(s) who are deemed by the Board of Directors to be qualified to receive, investigate, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered.

I. ATTORNEY-IN-FACT

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

J. FISCAL OFFICER

1. The Chief Fiscal Officer of the Madison-Oneida BOCES is hereby designated the Fiscal Officer of the Consortium who shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Plan and shall have custody of all monies either received or expended by the Plan. The Fiscal Officer shall receive no remuneration from the Consortium, except that the Plan will reimburse reasonable and necessary out-of-pocket expenses incurred by the Fiscal Officer in connection with performance of his or her duties that relate to the Plan
2. All monies collected by the Fiscal Officer relating to the Consortium, shall be pooled and administered as a common fund. The Fiscal Officer shall, subject to the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Consortium's Board of Directors.
3. The Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such principal amount as deemed adequate to protect the interests of the Consortium.
4. All monies collected from the Participants by the Fiscal Officer in connection with the Plan shall be deposited in accordance with the policies of the Participant which regularly employs the Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
5. The Fiscal Officer shall account for the Plan's reserve funds separate and apart from all other funds of the Plan, and such accounting shall show:
 - a. the purpose, source, date and amount of each sum paid into the fund;
 - b. the interest earned by such funds;
 - c. capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
 - d. the order, purpose, date and amount of each payment from the reserve fund; and
 - e. the assets of the fund, indicating cash balance and schedule of investments.

K. PREMIUM CALCULATIONS/PAYMENT

1. The annual premium equivalent rates shall be established by a majority of the entire Board of Directors. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board of Directors. Said premium equivalent rates shall consist of an “Individual” premium rate category and a “Family” premium rate category. Said premium rate categories are currently defined as follows and may be amended by the Board of Directors by a majority of the entire Board of Directors:
 - a. Individual Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for only themselves. This category is not to be utilized for a spouse or a dependent who is not a direct employee or retiree, unless otherwise required by State Law, Federal Law (e.g., COBRA), or in the case of a surviving spouse, by a collective bargaining agreement or Board of Education policy/procedure.
 - b. Family Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for themselves and their eligible dependents as allowed by the Plan.
2. The Consortium shall maintain reserves and stop-loss insurance to the level and extent determined by the Board of Directors in consultation with and based on the recommendations of the Consortium’s Executive Committee and Plan Consultant.
3. Each Participant’s monthly premium equivalent, by enrollee classification, shall be paid each calendar month during the Plan year (July 1st - June 30th). A late payment charge of 1% of the monthly installment then due may be charged by the Board for any payment not received by the 15th of each month, or the next business day when the 15th falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants.

The Consortium will waive the penalty once per fiscal year for each Participant, but will strictly enforce the penalty thereafter. Failure to make a payment, including any applicable penalties, within sixty days of the due date will be a basis for determination by the Board of exclusion from the Plan.
4. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, has the power to assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds. Such assessments will be made on a pro-rata basis and payment is due within 30 days of billing.
5. The Board of Directors, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts to the next year’s budget for the plan.

L. EMPLOYEE CONTRIBUTIONS

If any Participant requires an enrollee's contribution for benefits provided by the Plan, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the enrollee contribution on time shall not diminish nor delay the payment of the Participant's monthly premium equivalent to the Consortium in the manner provided.

M. ADDITIONAL BENEFITS

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Plan, will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan and shall be administered solely by and at the expense of the Participant.

N. REPORTING

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

1. Annually after the close of the Plan's fiscal year, but not later than November 30th, the following reports will be generated:
 - a. a report developed by the Consortium's Consultant showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors may prescribe, together with an audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the Plan.
 - b. an independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.
2. Periodic reports will be generated by the Fiscal Officer of the Consortium at least quarterly. Said reports will include, but may not be limited to, a Treasurer's Report and a Trial Balance Report.

O. WITHDRAWAL OF PARTICIPANT

1. Withdrawal of a Participant, or a collective bargaining unit or an employee group of a Participant, from the Plan shall be effective only once annually on the last day of the Plan-year, June 30th.
2. Notice of Intention of a Participant, or a collective bargaining unit or an employee group of a Participant, to Withdraw must be given in writing to the Chairperson of the Board of Directors and the Fiscal Officer prior to February 1st for the Fiscal Year 2022-2023 and for all subsequent fiscal years thereafter. Failure to give such notice shall automatically extend the Participant's, or the collective bargaining unit's or employee groups, membership and obligations under the Agreement for another Plan's Fiscal Year, unless the Board of Directors shall consent to such withdrawal by a 2/3 vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Plan deficit. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal. The Plan surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Plan as determined by the Board of Directors. These expenses and liabilities will be determined one year after the end of the fiscal year in which the Participant last participated.
4. The surplus or deficit will include recognition of any claims, expenses, and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's current premium contribution to the Plan as a percentage of the total current premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. All net cash assets at the time of a Participant's withdrawal will be included in the calculation of any "surplus" or "deficit" with the exception of the restricted funds assigned by the Board of Directors to the Incurred But Not Report (IBNR) Claims Liability Reserve, Catastrophic Claims Reserve, and the Rate Stabilization Reserve. The funds in these reserves are designated to cover the "run-out" of claims and/or are designated to protect the financial integrity of the Consortium and thereby are not intended to be used in the calculation of surplus for an entity which voluntarily withdraws from the Consortium. Any pro rata surplus amount due the Participant will be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount will be billed to the Participant by the Plan one year after the effective date of the withdrawal and shall be due and payable within (30) days after the date of such bill. Said deficit billing is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium.

P. DISSOLUTION; TERMINATION; EXPULSION

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board of Directors, determine that the Consortium shall be dissolved and terminated. If such determination is made, the Fund shall be dissolved ninety (90) days after written notice to the Participants.
 - a. Upon a determination to dissolve the Fund, the Board of Directors shall develop a plan for closing the Plans' affairs in an orderly manner designed to result in timely payment of all benefits.
 - b. Upon termination of this Agreement, or the Plan, each Participant shall be responsible for its pro rata share of any Plan deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Plan are closed. No part of any funds of the Plan shall be subject to the claims of general creditors of any Participant until all Plan benefits and other Plan obligations have been satisfied. The Plan's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the fiscal year in which the agreement or Plan terminates.
 - c. Any surplus or deficit will include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's current premium contribution to the Plan as a percentage of the total current premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a “Review Date”). On or before January 31st immediately preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st. Failure to submit any such resolution shall be deemed automatic consent to continuation of the Consortium until the next Review Date under the existing terms and conditions. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Board at a special meeting called for such purpose. Such special meeting shall be held on or before April 30th. Notwithstanding the foregoing, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the Budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.
3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:
 - a. a Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the solvency of the Consortium; or
 - b. a Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant’s membership in the Consortium. Upon such a finding by the affirmative vote of 75% of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of 75% of the Participants (exclusive of the Participant under consideration). Any liabilities associated with the Participant’s departure from the Consortium under this provision shall be determined by the procedures set forth in Paragraph O of this Agreement.

Q. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS

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

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

R. RECORDS

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

S. CHANGES TO AGREEMENT

Any change or amendment to this Agreement requires the approval of two-thirds (2/3) of all Participants, whose approval requires a majority vote of the entire Board of Education of the Participant.

T. CONFIDENTIALITY

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

U. ALTERNATIVE DISPUTE RESOLUTION (“ADR”).

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Fund be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section U are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.
2. Disputes subject to ADR: Any dispute by any Participant arising out of or relating to a contention that:
 - a. the Board, the Board’s designated agents, or any Participant has failed to adhere to the terms and conditions of this Agreement;
 - b. the Board, the Board’s designated agents, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement;
or
 - c. any other dispute otherwise arising out of or relating to the terms or conditions of this Agreement or requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.
3. ADR Procedure: Any dispute subject to ADR, as described in subparagraph (1), shall be resolved exclusively by the following procedure:
 - a. Board Consideration: Within 90 days of the occurrence of any dispute, the objecting party shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant’s objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

- (i) Within 60 days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the claimant, collect such other information from any other interested party or source, form a recommendation as to whether the claimant has a valid objection or claim, and if so, suggest a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such 60-day period.
 - (ii) Within 60 days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the claimant has a valid claim, and if so, what the fair resolution should be. The Board's determination shall be deemed final subject to the claimant's right to arbitrate as set forth below.
- b. Arbitration: The claimant may challenge any Board decision under subparagraph (U)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within 30 days of the Board's vote (a "Demand"). In the event a claimant shall fail to file a Demand within 30 days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim; provided however,
- (i) in no event may the arbitrator review any action taken by the Board that occurred 3 or more years prior to when the Chairperson received notice of the claim and
 - (ii) in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than 24 months.

V. MISCELLANEOUS PROVISIONS.

1. This instrument constitutes the entire agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous agreement, whether oral or written.
2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any provision of this Agreement is held to be invalid, the remainder of the document shall not be affected thereby.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section U(3)(b)(ii) except to the extent otherwise limited therein, shall be governed by New York substantive law.
5. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the Board of Education approving this Agreement and authorizing its execution.

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

ADIRONDACK CENTRAL SCHOOL DISTRICT

By: _____
Board President

MID YORK LIBRARY SYSTEM

By: _____
Board President

BROOKFIELD CENTRAL SCHOOL DISTRICT

By: _____
Board President

MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT

By: _____
Board President

CAMDEN CENTRAL SCHOOL DISTRICT

By: _____
Board President

ONEIDA CITY SCHOOL DISTRICT

By: _____
Board President

HAMILTON CENTRAL SCHOOL DISTRICT

By: _____
Board President

ROME CITY SCHOOL DISTRICT

By: _____
Board President

MADISON CENTRAL SCHOOL DISTRICT

By: _____
Board President

STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT

By: _____
Board President

MADISON-ONEIDA BOCES

By: _____
Board President

WESTMORELAND CENTRAL SCHOOL DISTRICT

By: _____
Board President

COOPERATIVE BIDDING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, organized and existing pursuant to Section 1950 of the Education Law, with its officer and principal place of business located at Spring Road, Verona, New York (hereinafter referred to as "BOCES"), and MADISON CENTRAL SCHOOL DISTRICT (hereinafter referred to as "the Participant").

WITNESSETH

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the BOCES does presently offer a cooperative bidding program in which various school districts and local government entities participate in the bidding and purchase of supplies and equipment on a collective scale, and

WHEREAS, the Participant is a duly qualified municipal corporation as defined by Section 119-n(a) of the General Municipal Law and desires to participate as a member of said cooperative venture, and

WHEREAS, the parties hereto desire to set forth their various rights, duties and responsibilities into an Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2022-2023, said time period to extend to June 30, 2023, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.

4. Upon opening of sealed bid submissions, the Participant shall be entitled to review and analyze the state prices requested. The review is accomplished by a committee of district representatives, each appointed by their respective Boards of Education. Specialty Board items can be reviewed by staff experts of each district, as delegated to the Advisory Committee by the official district representative. If the Cooperative Bidding Coordinator for BOCES received no objection from the Advisory Committee after their analysis of the bids received, then the Participant shall be hereby committed to purchase any quantities of the commodity in question from the Board winning vendor as awarded by the BOCES, based upon the analysis of the Review Committee of district representatives.
5. Upon the award of a bid by the Madison-Oneida Board of Education, a copy of said award shall be mailed to the Participant. Said award shall constitute a commitment from a vendor, thereby permitting the Participant to issue purchase orders for the delivery of the commodity in question in the quantities and at the delivery locations directed by the Participant.
6. The Participant shall not accept and make bid awards for commodities subject to this cooperative bidding independently and on its own behalf during the period in which BOCES is advertising for the same commodities or service except in the case of emergency or hardship.
7. The Participant desires and the BOCES agrees that the School Business Official or other District official of the Participant shall sit as a participating member of the BOCES Advisory Committee for Cooperative Bidding.
8. The terms and conditions of this Agreement and the authority thereof shall be governed by the terms and conditions set forth in Article 5-G, Sections 119-m, et al, of the General Municipal Law of the State of New York.
9. The Participant hereby covenants and agrees to accept sole responsibility for the payment due any vendor for all charges associated with the sale and delivery of those materials requested by the Participant. The Participant further agrees to hold harmless, indemnify, and defend the BOCES from all claims, actions, costs, expenses, and judgments that may arise from the purchases and delivery of the commodity in question for the Participant.
10. The parties hereto covenant and agree that this Agreement, although executed by an authorized representative of the Participant, shall be considered valid only when accompanied by the companion resolution adopted by the Board of Education for the participant authorizing the execution of this Cooperative Bidding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

MADISON-ONEIDA BOARD OF
COOPERATIVE EDUCATIONAL SERVICES (BOCES)

District Superintendent

PARTICIPANT

Superintendent

RESOLUTION OF BOARD OF EDUCATION OF
MADISON CENTRAL SCHOOL DISTRICT
(Regarding Cooperative Bidding)

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 2022-2023 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

WHEREAS, the Madison Central School District ("the School District") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Section 119-0; and

WHEREAS, this Board of Education has received and reviewed an agreement governing its rights and responsibilities should it elect to participate in the joint bidding of the Commodities ("the Agreement"); and

WHEREAS, this Board of Education wishes to appoint a district administrator as a member of a BOCES-wide committee to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to this Board of Education and making recommendations thereof, all in accordance with the board of Education's powers under relevant law and pursuant to the terms of the Agreement;

BE IT RESOLVED, that the Board of Education hereby appoints _____ to represent it in all matters related above (the "Committee"); and

BE IT FURTHER RESOLVED, that in accordance with the Agreement, a copy of which is annexed hereto, the Board of Education agrees (1) to assume its equitable share of the costs of the cooperative bidding; (2) to abide by majority decisions of the participating districts on quality standards; (3) to award bid item purchases according to the recommendations of the Committee, unless all bids are rejected; and (4) to negotiate directly with the successful bidder(s) after the awarding of contract(s).

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the Madison Central School District Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on _____, 20__.

DATED _____

SIGNATURE _____

AGREEMENT

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

RECITALS

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

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

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

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

COVENANTS

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

1. **TERM**: The term of this AGREEMENT shall begin on July 1, 2022, and shall extend through and including June 30, 2023.
2. **EMPLOYMENT OF AN ATTORNEY**: BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES**: BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION**: The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$120.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

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

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

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

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

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:
 - (a) **If to DISTRICT:**
Mr. Jason Mitchell, Superintendent of Schools
Madison Central School District
7303 State Route 20
Madison, NY 13402

 - (b) **If to BOCES:**
Mr. Scott Budelmann, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

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

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

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

For the DISTRICT

Date

For the BOCES

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

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

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date

CERTIFICATION BY BOCES BOARD CLERK

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

SIGNATURE OF BOCES BOARD CLERK

Date