

ADMINISTRATION

JASON A. MITCHELL

Superintendent

BRIAN J. LAPELLA

*Director of Curriculum,
Instruction and Special
Education*

LARRY NICHOLS

Middle/High School Principal

LEEANN CUCCI

Elementary Principal

MELANIE BROUILLETTE

Treasurer



BOARD OF EDUCATION

JENNIFER LAVOIE

President

JONA SNYDER

Vice President

TOBIAS ABRAMS

LAURA BILLINGS

JESSICA CLARK

BRETT REITER

JENNAH TURNER

TRACEY LEWIS

District Clerk

Madison Central School District

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

BOARD OF EDUCATION REGULAR MEETING

AUGUST 16, 2022

6:00 P.M. – AUDITORIUM

- I. Call to Order
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting
 - b. Approval of Minutes
 1. July 5, 2022 Reorganizational Meeting Minutes
 2. July 5, 2022 Regular Meeting Minutes
- IV. Public Forum
- V. Reports
 - a. Treasurer
 1. Internal Claims Auditor's Report
 - b. Superintendent – Information Items
 1. Capital Project
 2. Playground
 3. School Resource Officer
 4. Welcome Back Picnic
 5. School Lunch Rates for students for the 2022-23 school year (\$2.05 for Elementary and \$2.30 for grades 6-12)
 6. SBI General Membership Meeting updated schedule
 - c. Superintendent – Approval Items
 1. Approval of Amended District Wide Safety Plan for 2022-23
 2. Approval of summer hours for Kurt Peavey
 3. Approval of Robert Magee for 90 days at \$325 per day for the 2022-23 school year
 4. Approval of an additional school nurse, not to exceed 35 days, for September - December of 2022
 5. Approval of Tax Levy for 2022-23
 6. Approval of Agreement between Madison County and Madison Central School for SPO
 7. Acceptance of Bus Bids from Auctions International
 8. Acceptance of School Equipment Bids from Auctions International - if applicable
 9. Approval on Non-Resident Student
 - a. Student entering Grade 11

- VI. Committee Reports
- VII. Policy
 - a. None in the works right now
- VIII. Old Business
- IX. Board of Education Discussion Items
- X. New Business
 - a. Personnel
 - 1. Appointments
 - a. Jody McKane - Additional School Nurse for the fall of 2022, not to exceed 35 days, rate as per contract
 - b. Chelsea Schokker - Food Service Helper effective September 1, 2022, as per contract
 - c. - Special Education Teacher
 - d. - Special Education Teacher
 - 2. Resignations
 - a. Kimberly Johnson - Special Education Teacher effective July 13, 2022
 - b. Amy Leahey - Special Education Teacher effective August 16, 2022
 - 3. Coaching Appointments
 - a. Michael Strong - Boys Varsity Soccer
 - b. Herb Bingel - Girls Varsity Soccer
 - c. Jordan Matteson - Boys Modified Soccer
 - d. William Hunter - Girls Modified Soccer
 - e. Michael Strong - Boys Varsity Basketball
 - f. Paige Miller - Girls Varsity Basketball
 - g. William Hunter - Boys JV Basketball
 - h. Amanda Rossi - Girls JV Basketball
 - i. Mike Lee - Boys Modified Basketball
 - j. Tricia Coon - Girls Modified Basketball
 - k. Kelly Diehl - Cheerleading
 - 4. Leave Request
 - a. Emily Koniewicz - Unpaid leave for June 27 & 28, 2022
 - 5. Salary Adjustment - Elizabeth Collins from M1 to M6
 - b. CSE/CPSE Recommendations – in official packet
 - c. Principal / Director Reports
- XI. Correspondence
- XII. Question & Answer Opportunity
- XIII. Adjournment

The Reorganizational Meeting of the Board of Education of Madison Central School was held on July 5, 2022 at 6:00 pm in the cafeteria.

MEMBERS PRESENT: Mr. Tobias Abrams
Mrs. Laura Billings
Ms. Jessica Clark - 6:12 pm
Mrs. Jennifer Lavoie
Mr. Brett Reiter
Mr. Jona Snyder
Ms. Jennah Turner

MEMBERS ABSENT: None

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

- I. Call to Order and Pledge – District Clerk
 - a. The meeting was called to order at 6:02 pm by Tracey Lewis, District Clerk.

- II. Oath of Office - The following individuals took their Oath of Office at this time.
 - a. Tracey Lewis, District Clerk
 - b. Jason Mitchell, Superintendent
 - c. Newly re-elected members
 1. Tobias Abrams
 2. Jennifer Lavoie
 3. Brett Reiter

- III. Election of 2022-2023 Board President and Oath of Office
 - a. The District Clerk opened the floor for nominations for the office of President. There was only one nomination. Ms. Turner nominated Jennifer Lavoie.

MOTION # 1 - NOMINATION AND VOTE FOR PRESIDENT

ON THE MOTION of Ms. Turner, seconded by Mr. Reiter, the Board moved to approve Jennifer Lavoie as President of the Board of Education for the 2022-23 school year. Motion carried 6 yes, 0 no.

Mrs. Lavoie took her Oath of Office as President and took over the meeting.

- IV. Election of 2022-2023 Board Vice President and Oath of Office
 - a. The President opened the floor for nominations for the office of Vice President. There was only one nomination for the office of Vice President. Ms. Turner nominated Jona Snyder.

MOTION # 2 - NOMINATION AND VOTE FOR VICE PRESIDENT

ON THE MOTION of Ms. Turner, seconded by Mrs. Lavoie, the Board moved to approve Jona Snyder as Vice President of the Board of Education for the 2022-23 school year. Motion carried 6 yes, 0 no.

Mr. Snyder took his Oath of Office as Vice President.

V. Appointment of District Officers

MOTION # 3 - APPOINTMENT OF DISTRICT OFFICERS

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve 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 – Amanda Barton
- f. Extra-Classroom Activity Accounts – Tracey Lewis
- g. Purchasing Agent – Melanie Brouillette / Alternate Jason Mitchell

Motion carried 6 yes, 0 no.

VI. Appointments

MOTION # 4 - APPOINTMENTS

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the following appointments:

- a. School Physician – Community Memorial Hospital (Contract previously approved for July 1, 2021 through June 30, 2024)
- b. School Attorney – Ferrara, Fiorenza, Larrison, Barrett and Reitz, P.C., Hancock & Estabrook and Costello Cooney Fearon PLLC
- c. Attendance Officer – Tracey Lewis
- d. Independent Auditor – Mostert, Manzanero and Scott, LLP
- e. Records Access Officer – Jason Mitchell
- f. Records Management Officer – Melanie Brouillette
- g. Representative to OMH (Tri County) School Boards Association – Jona Snyder, Alternate Laura Billings
- h. Representatives for District Contract Negotiations (2) – Laura Billings and Jona Snyder
- i. Dignity Act Coordinator – MS/HS Principal Larry Nichols, Elementary Principal LeeAnn Cucci, Committee on Special Education Chairperson Brian Latella, School Counselors Michael Lee and Jennifer Buckley
- j. Compliance Coordinator - Brian Latella, Director of Curriculum, Instruction and Special Education
- k. Director of Physical Education - Larry Nichols
- l. Title IX Coordinator - Brian Latella, Director of Curriculum, Instruction and Special Education
- m. Data Protection Officer – Kurt Peavey
- n. Medicaid Compliance Officer - Brian Latella
- o. HIPAA Compliance Officer - Brian Latella, Director of Curriculum, Instruction and Special Education

Motion carried 6 yes, 0 no.

VII. Committee Appointments

MOTION # 5 - APPROVAL OF COMMITTEE APPOINTMENTS

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the following Committee Appointments:

- 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 – Robert Magee
 - School Physician
 - Parent Member – TBD
 - Other Persons Having Knowledge or Special Expertise Regarding the Student
 - Student, if appropriate
 - Office Assistant: Shania Stoddard

- 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 – Robert Magee
 - School Physician
 - Parent Member – TBD
 - Other Persons Having Knowledge or Special Expertise Regarding the Student
 - Student, if appropriate
 - Office Assistant: Shania Stoddard
 - Early intervention Transition specialist, if appropriate
 - Representative from Madison County – Ms. Rosanne Lewis
 - Representative from Oneida County – Ms. Barb Pelligrino

Motion carried 6 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 # 6 - ACCEPTANCE OF IMPARTIAL HEARING OFFICER LIST

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the Impartial Hearing Officer List as provided. Motion carried 6 yes, 0 no.

- d. District Wide Safety Plan - this was previously approved and does not need to be done again

- e. District Safety Team – see enclosed list

MOTION # 7 - APPROVAL OF DISTRICT SAFETY TEAM (AMENDED)

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the District Safety Team as amended. Motion carried 6 yes, 0 no.

VIII. Designations

MOTION # 8 - APPROVAL OF DESIGNATIONS

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the following list of Designations:

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 6 yes, 0 no.

IX. Authorizations

MOTION # 9 - APPROVAL OF AUTHORIZATIONS

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the following list of Authorizations:

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. Brian Latella - Director of Curriculum, Instruction and Special Education
c. Larry Nichols – MS/HS Principal
d. LeeAnn Cucci – Elementary 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 6 yes, 0 no.

Ms. Clark arrived at 6:12 pm.

X. Adoption of Board Policies

MOTION # 10 - ADOPTION OF BOARD POLICIES

ON THE MOTION Mr. Snyder, seconded by Ms. Turner, the Board moved to adopt the Board Policies for the 2022-23 school year. Motion carried 7 yes, 0 no.

XI. Authorization to borrow up to \$900,000 in revenue anticipation notes for the 2022-2023 school year.

MOTION # 11 - APPROVAL OF AUTHORIZATION

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the authorization to borrow up to \$900,000 in revenue anticipation notes for the 2022-23 school year. Motion carried 7 yes, 0 no.

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

MOTION # 12 - APPROVAL OF MILEAGE REIMBURSEMENT RATE

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the mileage reimbursement rate at the IRS variable rate. Motion carried 7 yes, 0 no.

XIII. Approval of Annual Reserve Report

MOTION # 13 - APPROVAL OF ANNUAL RESERVE REPORT

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to approve the Annual Reserve Report. Motion carried 7 yes, 0 no.

XIV. Approval of Annual Out of District Student Tuition of \$1,100.00 per year for 2022-2023

MOTION # 14 - APPROVAL OF OUT OF DISTRICT TUITION

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the Annual Out of District Student Tuition of \$1,100.00 per year for 2022-23. Motion carried 7 yes, 0 no.

XV. Substitute Rate of Pay as per the attached worksheet

MOTION # 15 - APPROVAL OF SUB RATES

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the Substitute Rate of Pay as per the worksheet provided. Motion carried 7 yes, 0 no.

XVI. Adoption of Calendars

MOTION # 16 - ADOPTION OF CALENDARS

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder the Board moved to adopt the following calendars, noting that Board Meetings would now have a start time of 6:00 pm instead of 6:30 pm:

- 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 16, 2023

Motion carried 7 yes, 0 no.

XVII. Appointment of Election Inspector and Clerks

MOTION # 17 - APPOINTMENT OF ELECTION INSPECTORS AND CLERKS

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to appoint the following list of Election Inspectors and Clerks:

- a. Susan Anderson, Inspector
- b. Gary Anderson, Inspector
- c. Diane Janney, Inspector
- d. Laura Fuess
- e. Jo Blunt
- f. Gerry Peckham
- g. Barbara Andrews
- h. Kathy Burns
- i. Alternate - Tracey Lewis
- j. Alternate - Melanie Brouillette

Motion carried 7 yes, 0 no.

XVIII. Acceptance of Free and Reduced Lunch Price Income Eligibility Guidelines for School Lunch 2022-2023

MOTION # 18 -ACCEPTANCE OF SCHOOL LUNCH GUIDELINES

ON THE MOTION of Ms. Turner, seconded by Mr. Reiter, the Board moved to accept the Free and Reduced Lunch Price Income Eligibility Guidelines for the School Lunch Program for the 2022-23 school year. Motion carried 7 yes, 0 no.

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

MOTION # 19 - APPROVAL OF EXTRA-CURRICULAR ORGANIZATIONS

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the list of Extra-Curricular Organizations as provided. Motion carried 7 yes, 0 no.

XX. Additional Authorizations

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

MOTION # 20 - APPROVAL OF ADDITIONAL AUTHORIZATION

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve Lisa M. Decker as the Authorized Representative to the Retiree Drug Subsidy (RDS) Center. Motion carried 7 yes, 0 no.

XXI. Adjournment

MOTION # 21 - ADJOURNMENT

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to adjourn the Reorganizational Meeting at 6:22 pm. Motion carried 7 yes, 0 no.

The Regular Meeting of the Board of Education of Madison Central School was held on July 5, 2022 at 6:30 pm in the cafeteria.

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

MEMBERS ABSENT: None

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

- I. Call to Order
 - a. Mrs. Lavoie, President, called the meeting to order at 6:24 pm.
- II. Agenda Additions
 - a. None
- III. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 1 - APPROVAL OF AGENDA

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

- b. Approval of Minutes
 - 1. June 21, 2022 Regular Meeting Minutes

MOTION # 2 - APPROVAL OF MINUTES

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the June 21, 2022 Regular Meeting Minutes. Motion carried 7 yes, 0 no.

- IV. Public Forum
 - a. None
- V. Reports
 - a. Treasurer
 - 1. Approval of Transfers

MOTION # 3 - APPROVAL OF TRANSFERS

ON THE MOTION of Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the Transfers as provided. Motion carried 7 yes, 0 no.

- 2. The Student Activities Quarterly Reports (and year end) were provided for review.
- b. Superintendent – Information Items
 - 1. Mr. Mitchell discussed the School Resource Officer position and the progress towards that being in place by September 2022.

2. Mr. Mitchell discussed his response to a recent parent concern.

c. Superintendent – Approval Items

1. Approval to surplus list of books

MOTION # 4 - APPROVAL TO SURPLUS BOOKS

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to surplus the books as provided. Motion carried 7 yes, 0 no.

2. Approval of Bus Maintenance Contract for 2022-23

MOTION # 5 - APPROVAL OF BUS MAINTENANCE CONTRACT FOR 2022-23

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the Bus Maintenance Contract for 2022-23. Motion carried 7 yes, 0 no.

3. Approval of Resolution to enter into a contract between Madison Central School and MARCH Associates for Architectural/Engineering Services for the 2022-23 Capital Improvement Project

4. Approval of Resolution to enter into a contract between Madison Central School and GYMO Architecture, Engineering & Land Surveying, DPC for Construction Management for 2022-23 Capital Improvement Project

MOTION # 6 - APPROVAL OF RESOLUTIONS FOR CONTRACTS

ON THE MOTION of Mrs. Billings, seconded by Ms, Turner, the Board moved to approve the Resolutions to enter into contracts between Madison Central School and MARCH Associates and GYMO Architecture for the 2022-23 Capital Improvement Project as provided. Motion carried 7 yes, 0 no.

5. Approval of updated 2022-23 Madison Central School Calendar

MOTION # 7 - APPROVAL OF UPDATED 2022-23 MCS CALENDAR

ON THE MOTION of Mrs. Billings, seconded by Mr. Abrams, the Board moved to approve the updated 2022-23 Madison Central School Calendar. Motion carried 7 yes, 0 no.

6. Approval of Summer Bus Runs for summer 2022

MOTION # 8 - APPROVAL OF SUMMER BUS RUNS

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the 2022 Summer Bus Runs. Motion carried 7 yes, 0 no.

VI. Committee Reports

a. None

VII. Policy

a. Second Reading of Policy # 5101 entitled "School Vandalism"

b. Second Reading of Policy # 5200 entitled "Automated External Defibrillation (AED) Policy"

c. Second Reading of Policy # 8402 entitled "Education Support Materials Selection"

MOTION # 9 - APPROVAL OF POLICY

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

Second Reading of Policy # 5101 entitled "School Vandalism"

Second Reading of Policy # 5200 entitled "Automated External Defibrillation (AED) Policy"

Second Reading of Policy # 8402 entitled "Education Support Materials Selection"

Motion carried 7 yes, 0 no.

- VIII. Old Business
 - a. None

- IX. Board of Education Discussion Items
 - a. A question was raised about Student Handbooks, in particular, will the Dress Code be updated in the handbook to reflect current practice?

- X. New Business
 - a. Personnel
 - 1. Leave Requests
 - a. Christine Buschor - Leave without Pay for June 10, 2022 afternoon only

MOTION # 10 - APPROVAL OF LEAVE REQUEST

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the unpaid leave for Christine Buschor for the afternoon of June 10, 2022. Motion carried 7 yes, 0 no.

- 2. Appointments

MOTION # 11 - APPROVAL OF APPOINTMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the appointment of Elizabeth Collins as a Probationary Full-Time Special Education Teacher effective September 1, 2022 with tenure anticipated September 1, 2026 in the area of Education of Children with Handicapping Conditions - General Special Education at M1, Step 5, with Masters as per contract with Initial Certification in Students with Disabilities Generalist 7-12. Motion carried 7 yes, 0 no.

- 3. Approval of Summer Bus Run Drivers

MOTION # 12 - APPROVAL OF SUMMER BUS DRIVERS

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the following list of drivers and aide for the summer bus runs:

- a. Sam Dapson
- b. Kim Holic
- c. Chad Billings
- d. Scott Kelley
- e. Gail Soule - Aide

Motion carried 7 yes, 0 no.

4. 2022-23 Advisor Appointments

MOTION # 13 - APPROVAL OF ADVISORS FOR 2022-23

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to approve the following list of advisors for the 2022-23 school year:

- a. Senior Class - Molly Huttar
- b. Junior Class - Megan Barnes and Jessica Mortensen
- c. Sophomore Class - Amanda Barton and Darcy Schenk
- d. Freshman Class - Amber Neiss and Kelly Diehl
- e. MADKA Yearbook - Amber Barrett
- f. Athletic Director - Mike Lee
- g. SADD - Kurt Peavey
- h. TAP Coordinator - Jennifer Buckley and Pat Hill
- i. Instrumental Music - Ryan Hobart
- j. Marching Band - Ryan Hobart
- k. Choral Director - Nicole Winegard
- l. FFA - Matt Bruno
- m. Student Council - Amber Neiss
- n. National Honor Society - Joseph Burdick
- o. Foreign Language - Nichelle Suba
- p. High School Art Club - TBD
- q. Athletics Team - TBD
- r. Musical Director - TBD
- s. Pit Band - Contingent TBD
- t. Set Designer - Contingent TBD
- u. Stage Manager - Contingent TBD
- v. Play Director - TBD

Motion carried 7 yes, 0 no.

5. Approval of Detention Monitors

MOTION # 14 - APPROVAL OF DETENTION MONITORS

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to approve the following list of Detention Monitors for the 2022-23 school year:

- a. Maxine Thurston
- b. Amanda Hinman
- c. Jessica Mortensen

Motion carried 7 yes, 0 no.

b. CSE/CPSE Recommendations – in official packet

MOTION # 15 - APPROVAL OF CSE/CPSE RECOMMENDATIONS

ON THE MOTION of Mr. SNyder, seconded by Mrs. Billings, the Board moved to approve the CSE/CPSE Recommendations. Motion carried 7 yes, 0 no.

- c. Principal / Director Reports
 1. Mrs. Cucci stated that all the end of year celebrations and activities went well and the weather was wonderful. She also stated that the District is working on a new possible grant for piloting a tutoring program with Colgate University.
 2. Mr. Nichols stated that Graduation went well and he was happy to have it back in the gym. He is also looking at making adjustments to the Senior Week activities so that all activities begin at the same hour (time) to help with confusion over start times of each event. He also stated that Regents review will be coming up and scores from the recent Regents were not as great as he would have liked.
 3. Mr. Latella stated that there is a full slate of professional development opportunities for July and August offered through the District and through BOCES, but that the staff has not shown a lot of

interest in participating in these options. He also stated that we are working on mini grants for help with social/emotional learning and is working on re-aligning the grade 6-12 special education teaching staff due to staffing changes.

- XI. Correspondence
 - a. None

- XII. Question & Answer Opportunity
 - a. None

- XIII. Adjournment

MOTION # 16 - ADJOURNMENT

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to adjourn for the evening at 6:46 pm.
Motion carried 7 yes, 0 no.

	<u>Internal</u>	<u>Claims Auditor</u>	<u>Report</u>											
			July 2022											
<u>Warrant Number</u>	<u>Warrant Date</u>	<u>Check # Sequence</u>	<u>Fund</u>	<u>ICA Review</u>	<u>Date of</u>	<u>Amount of Warrant</u>	<u>Internal Claims Auditor Findings/Questions</u>	<u>Final Findings</u>						
26	6/11-6/24/2022	4341-4345	C	7/8/2022	7/8/2022	\$2,298.72	OK	OK						OK
58	6/11-6/24/2022	23603-23622	A	7/8/2022	7/8/2022	\$225,579.53	OK	OK						OK
20	6/11-6/24/2022	3700-3703	FA22	7/8/2022	7/8/2022	\$5,245.24	OK	OK						OK
59	6/11-6/24/2022	23623-23625	A	7/8/2022	7/8/2022	\$1,273.68	OK	OK						OK
60	6/11-6/24/2022	23626-23647	A	7/8/2022	7/8/2022	\$5,334.71	OK	OK						OK
62	6/25-6/30/2022	23648-23666	A	7/18/2022	7/18/2022	\$13,483.93	OK	OK						OK
27	6/25-6/30/2022	4346-4349	C	7/18/2022	7/18/2022	\$2,865.41	OK	OK						OK
1	7/1-7/8/2022	3706	FA22	7/18/2022	7/18/2022	\$1,100.00	OK	OK						OK
3	7/1-7/8/2022	23667-23676	A	7/18/2022	7/18/2022	\$58,872.24	OK	OK						OK
4	7/9-7/22/2022	23677-23705	A	7/28/2022	7/28/2022	\$40,718.51	OK	OK						OK
2	7/9-7/22/2022	3707-3709	FA22	7/28/2022	7/28/2022	\$712.44	OK	OK						OK
1	7/9-7/22/2022	4350-4353	C	7/28/2022	7/28/2022	\$1,460.31	OK	OK						OK

Amanda Gaudin



School Boards Institute

“Children First”

8/8/22

Calendar – 2022-23

GENERAL MEMBERSHIP MEETINGS

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

In person will be at Oneida BOCES – COVID protocols Zoom meetings

Zoom meeting will have registration joining meetings 5:30 – 6:00 Zoom meetings will start at 6:00 pm

September 29, 2022
(original date 9/22)

Topic: Legal update regarding updated State and Federal laws and Regulations and current COVID protocol

(Thursday)

Time: Registration and Light Dinner 6:00 p.m.
Program starts at 6:30 p.m.
Site: Oneida BOCES

November 10, 2022

Topic: Regents report and update / Chancellor Young and Regent Hankenson

(Thursday)

Time: Registration and Light Dinner 6:00 p.m.
Program starts at 6:30 p.m.
Site: Oneida BOCES

Senate Wednesday January 25, 2023

Topic: “Legislative Forum - Assembly & Senate Educational Forum”

Assembly (Thursday) January 26

Time: Registration, Coffee and Dessert Reception 6:00 p.m.

February 1 & 2, 2023

Program starts at 6:30 p.m.

(Snow dates)

Site: Oneida BOCES

March 16, 2023

(original date 3/23)

**Topic: “School and Community Program Showcase of Component Districts from the Herkimer BOCES region”
Program Fair visitation and presentations 5:15 – 6:30 pm**

(Thursday)

Time: Dinner 6:30 – 7:15 p.m.
Program 7:15 p.m. – Synopsis of programs by appropriate individuals & Technology update from the RIC
Site: Herkimer BOCES

May 11, 2023

(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 – 2022-23

In person will be at Oneida BOCES – COVID protocols Zoom meetings
Zoom meeting will have registration joining meetings 5:30 – 6:00 Zoom meetings will start at 6:00 pm

EXECUTIVE COMMITTEE MEETINGS (These meetings are for district representatives)

September 12, 2022
(Monday)

Topic: Reorganization & Business Meeting
Site: Oneida BOCES

December 5, 2022
(Monday)

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

March 5, 2023
(Monday)

Topic: Business Meeting & Nominations
Site: Oneida BOCES

June 5, 2023
(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 27, 2023- 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 – 2022-23

BOARD MANDATED TRAINING WORKSHOPS

(For BOE members elected on May 16, 2023)

June 8, 2023
(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 12, 2023
(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 15, 2023
(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, 2023
(Tuesday -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)

2022-23 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS

October 27 - 29
Thursday – Friday - Saturday NYSSBA Convention: Syracuse, NY

November 17, 2022
(Thursday) **Genesis “Honor Education Celebration”**
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



School Boards Institute

“Children First”

2022-23 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS continued...

- December 19, 2022
(Monday)
- Topic: “Fiscal Planning for 2023-24 budget maximizing Federal COVID funds & Advocacy Initiatives”**
Presenter: NYSSBA Governmental Relations staff and Dr. Rick Timbs
Time: 6:00 p.m. “Check in” and Light dinner
Site: Oneida BOCES
- January 9, 2023
(Monday)
- Topic: “Status update on Diversity, Equity, Inclusion initiatives”**
Presenter: OMH Professional Development Teams
Time: 6:00 p.m. “Check in” and Light dinner
Site: Oneida BOCES
- February TBD
- Topic: NYSSBA Capital Conference –**

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 22, 2023
(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 / or Zoom depending on COVID
- March 28, 2023
(Tuesday)
(original date 3/29)
- Topic: “How to become a School Board of Education Candidate and what you need to know”**
Time: Zoom – 5:30 – 6:00 pm sign in
6:00 – 8:00 pm Program
Site: Zoom
- May/June/July 2023
- Local Legislative Lobbying Initiative**
Local Assembly and District Offices of NYS Representatives & Congressional Representatives for the OMH-SBI Region



School Boards Institute

“Children First”

SBI Legislative Committee Meet the Candidates Programs for the 2022-23 Calendar year:

Similar to our process for the NYS and Federal elections in 2020 we will develop two platforms depending on the COVID climate.

INPERSON MEETINGS:

If it appears that we will be able to have in-person meetings we will schedule one evening in late September or early October for our NYS legislators.

We will schedule one evening for our NYS Assembly Candidates and One evening for our NYS Senate candidates.

We will also schedule a meeting in October for our Congressional Candidates. Currently held by Claudia Tenney.

(The only change would be if there are a majority of candidates running unopposed. If that were the case we would conduct the program in one evening)

Zoom meetings: We will follow a similar schedule as in-person with one session with candidates for the NYS Assembly positions and one session for candidates for the NYS Assembly positions.

We will contact the current office holders and confirm a date with them and well as their respective challengers.

F. Staff development

- All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.
- Provision for staff development with respect to school violence prevention, intervention, and response will be included in professional development plans.
- School violence prevention and intervention training for all staff will be included annually in a superintendent's conference day.

Superintendent will be responsible for implementing instructional staff development programs.

Superintendent will be responsible for non-instructional staff development with respect to school violence.

Staff development resources and other related information are listed in Appendix 3.

SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE

A. Policies and procedures for responding to implied, or direct threats of violence or acts of violence by students, teachers, other school personnel and visitors to the school

The District has enacted policies and procedures dealing with violence. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence. A listing of policies and their respective policy numbers are included in Appendix 4 of this document (see also District Code of Conduct.)

B. Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident

Law enforcement officials will be contacted by the Chief Emergency Officer (Superintendent or designee) in line with the confidential Building Level Emergency Response Plan, and will be requested based upon the "closest response agency" concept to ensure that the response to the incident is as rapid as possible. In most cases, law enforcement agencies will be contacted through the 911 system which will dispatch the appropriate agency. Additionally, the Madison Central School District is in the process of considering silent panic alarm systems for automated notification to law enforcement agencies. Appendix 9 includes a table listing district buildings and closest response agencies with contact names and numbers for use in non-emergency situations.

C. Appropriate response to emergencies

The District recognizes that appropriate response to emergencies varies greatly depending upon the actual threat or act as well as the magnitude of such emergency. The confidential Building Level Emergency Response Plans detail the appropriate response to such emergencies. See Appendix 9 for general response agency listing.

Madison Central School District
7303 State Route 20
Madison, NY 13409

2022-2023 Tax Levy

Budget Levy **\$3,516,310**
 Full Tax Rate **17.01790963**

City or Town	Assessed Value	Equaliz. Rate	Full value	APPT %	Dollar amount Tax Levy	Taxable Assessments	Tax Rate on Assessed
Town of Augusta	39,848,398	54.00	73,793,329.63	35.713808%	1,255,808.215	39,848,398.00	31.51464747
Town of Marshall	465,718	50.00	931,436.00	0.450788%	15,851.094	465,718.00	34.0358193
Town of Vernon	519,675	52.00	999,375.00	0.483668%	17,007.273	519,675.00	32.7267493
Oriskany Falls	3,391	54.00	6,279.63	0.003039%	106.866	3,391.00	31.5146475
Total Oneida County					1,288,773.45	40,837,182.00	
Town of Eaton	938,493	95.00	987,887.37	0.478109%	16,811.778	938,493.00	17.91358909
Town of Madison	83,864,998	65.50	128,038,164.89	61.966719%	2,178,941.919	83,864,998.00	25.9815414
Town of Stockbridge	1,449,267	77.60	1,867,612.11	0.903870%	31,782.854	1,449,267.00	21.93029592
Total Madison County					2,227,536.55	86,252,758.00	
	127,089,940		206,624,084.63	100.000000%	3,516,310.00	127,089,940.00	

	<u>2021-2022</u>	<u>2022-2023</u>	<u>Change</u>	<u>% Change</u>
Augusta	31.6583599	31.51464747	-0.143712463	-0.45%
Marshall	30.5851952	34.03581926	3.450624084	11.28%
Oriskany Falls	31.6583599	31.51464747	-0.143712463	-0.45%
Vernon	29.5824019	32.72674929	3.144347393	10.63%
Eaton	18.0452652	17.91358909	-0.131676074	-0.73%
Madison	24.8900209	25.98154142	1.091520513	4.39%
Stockbridge	19.7216013	21.93029592	2.20869466	11.20%
Tax on True	18.0452652	17.01790963	-1.027355525	-5.69%

AGREEMENT

THIS AGREEMENT, by and between the **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and Madison Central School District, with principal offices at 7303 US Route 20, Madison, NY 13402, hereinafter called the "District";

WITNESSETH

WHEREAS, Madison County, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Madison Central School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

WHEREAS, in order to facilitate such a use of SPOs, Madison County and the Madison Central School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

NOW THEREFORE, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
 - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
 - B. To increase the physical law enforcement presence within the District facilities;
 - C. To decrease the number of incidents involving outside police intervention at the District facilities;
 - D. To increase a sense of safety and order within the school setting; and
 - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have SPOs on site at all District contracted campuses each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.

III. **TERM OF AGREEMENT:** The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2023, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on July 1st of that year, and conclude on June 30th of the following year, consistent with the District's fiscal calendar.

IV. **DUTIES OF THE SPOs:** The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;

T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- a. The Sheriff further agrees to provide SPOs who:
 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 4. Meet all education and experience requirements set forth by Madison County and New York State; and
 5. Also demonstrate:
 - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - c. A working knowledge of social services providers and other community justice and school resources;
 - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - e. A genuine interest in at-risk youth; and
 - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

VI. **RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;

- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;
- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MCSO supervisory personnel and request their services for a police response.

VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

VIII. RESOLUTION OF ISSUES/TERMINATION:

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by

agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

IX. COMPENSATION:

- A. Basic Payment: The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District, or their designee, as detailed herein.
- B. The Parties agree that the District, or their designee, shall pay compensation in the amount of Nineteen Thousand Dollars (\$19,000) to the County during the Term of this Agreement.
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the hourly rate of Thirty-Seven Dollars and Fifty cents (\$37.50).
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within twenty-one (21) days of receipt of the same.

X. INDEPENDENT CONTRACTORS: It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

XI. INDEMNIFICATION/HOLD HARMLESS:

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its

- agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

XII. INSURANCE:

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers Compensation and Employers Liability shall be at statutory limits.
- v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. **NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. **SUSPENSION OF WORK:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.

D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. **NOTICE:**

All notices to the County should be sent to:
Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to the Sheriff at:
Madison County Sheriff's Office
138 N. Court Street, Bldg. #7
Wampsville, New York 13163

All notices to the District should be sent to:
Madison Central School District
7303 US Route 20
Madison, New York 13402

XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2023, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

XVII. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.

XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XIX. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED:

By: _____

John M. Becker
Chairman, Board of Supervisors

MADISON COUNTY SHERIFF'S OFFICE

DATED:

By: _____

Madison Central
SCHOOL DISTRICT

DATED:

By: _____

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary