

The Regular Meeting of the Board of Education of Madison Central School was held on May 16, 2023 at 7:00 pm in the auditorium.

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

MEMBERS ABSENT: Mrs. Laura Billings

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

- I. Call to Order
 - a. Mrs. Lavoie called the meeting to order at 7:00 pm.
- II. Executive Session

MOTION # 1 - ENTER EXECUTIVE SESSION

ON THE MOTION of Ms. Turner, seconded by Mr. Abrams, the Board moved to enter into Executive Session at 7:00 pm to discuss probationary reports for non-tenured teachers. Motion carried 6 yes, 0 no.

- III. Adjourn Executive Session and Resume Regular Meeting at 7:30 pm

MOTION # 2 - ADJOURN EXECUTIVE SESSION AND RESUME REGULAR MEETING

ON THE MOTION of Ms. Clark, seconded by Ms. Turner, the Board moved to adjourn Executive Session and resume the Regular Meeting at 7:41 pm. Motion carried 6 yes, 0 no.

- IV. Agenda Additions
 - a. Discussion item for the Superintendent - CEP

Mrs. Brouillette left to collect the vote results at 7:45 pm.

- V. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 3 - APPROVAL OF AGENDA

ON THE MOTION of Ms. Clark, seconded by Ms. Turner, the Board moved to approve the agenda for this meeting. Motion carried 6 yes, 0 no.

- b. Approval of Minutes
 1. May 2, 2023 Budget Hearing Minutes

MOTION # 4 - APPROVAL OF MINUTES

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to approve the minutes from the May 2, 2023 Budget Hearing Meeting. Motion carried 6 yes, 0 no.

- VI. Public Forum
 - a. None

VII. Reports

a. Treasurer

1. Internal Claims Auditor's Report

MOTION # 5 - APPROVAL OF INTERNAL CLAIMS AUDITOR'S REPORT

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to approve the Internal Claims Auditor's Report. Motion carried 6 yes, 0 no.

2. Treasurer's Report dated April 30, 2023

MOTION # 6 - APPROVAL OF TREASURER'S REPORT

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to approve the Treasurer's Report dated April 30, 2023. Motion carried 6 yes, 0 no.

3. Detail Warrants

MOTION # 7 - APPROVAL OF DETAIL WARRANTS

ON THE MOTION of Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the Detail Warrants as follow: Warrant Number 47 - Fund A - 4/14/23 - 5 pages, Warrant Number 49 - Fund A - 5/1/23 - 4 pages, Warrant Number 48 - Fund A - 5/5/23 - 1 page, Warrant Number 45 - Fund A - 5/5/23 - 4 pages, Warrant Number 20 - Fund C - 4/14/23 - 1 page, Warrant Number 21 - Fund C - 5/1/23 - 2 pages, Warrant Number 12 - Fund HBUS - 5/1/23 - 1 page, Warrant Number 17 - Fund FA23 - 4/14/23 - 1 page, Warrant Number 18 - Fund FA23 - 5/1/23 - 2 pages. Motion carried 6 yes., 0 no.

4. The Financial Status Report was shared.

b. Superintendent – Information Items

1. Mr. Mitchell provided a Capital Project update. There is a pre-bid meeting scheduled for tomorrow and then the project will go out to bid. He attended a town board meeting last week and discussed the proposed second exit road project. The town is consulting with their lawyers and will get back to the District regarding right of way approval or other appropriate options.
2. The partnership with SUNY Morrisville and Cobleskill was discussed. The field of agriculture is much more vast than most realize. The partnership may include internship opportunities as well as creating a work-based coordinator.
3. Mr. Mitchell shared with the Board, for consideration, that Madison Central School is now eligible for CEP, Community Eligibility Provision, which means that free meals will be able to be provided to all students at an estimated cost of \$1,500.00 per month to the District.

- c. Superintendent – Approval Items
 1. Non-Resident Student Applications for 2023-24

MOTION # 8 - APPROVAL OF NON-RESIDENT APPLICATIONS FOR 2023-24

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve non-resident applications for 2023-24 for the following list of students:

- a. Student entering PreK
- b. Student entering Kindergarten
- c. Student entering grade 2
- d. Student entering grade 3
- e. Student entering grade 4
- f. Two students entering grade 5
- g. Student entering grade 6
- h. Student entering grade 7
- i. Student entering grade 8
- j. Student entering grade 9
- k. Two students entering grade 10
- l. Three students entering grade 12

Motion carried 6 yes, 0 no.

2. Transportation to Non-Public School for 2023-24
 - a. One student attending Holy Cross

MOTION # 9 - APPROVAL OF TRANSPORTATION REQUEST FOR 2023-24

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the board moved to approve the request for transportation to a non-public school for 2023-24 for one student attending Holy Cross. Motion carried 6 yes, 0 no.

3. Approval of Rates for Legal Services for 2023-24

MOTION # 10 - APPROVAL OF RATES FOR LEGAL SERVICES FOR 2023-24

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the rates for legal services with Ferrara Fiorenza PC for 2023-24. Motion carried 6 yes, 0 no.

4. Approval of Annual Drinking Water Quality Report for 2022

MOTION # 11 - APPROVAL OF ANNUAL DRINKING WATER QUALITY REPORT FOR 2022

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to approve the Annual Drinking Water Quality Report for 2022. Motion carried 6 yes, 0 no.

5. Approval of overnight FFA trip to Buffalo on May 18-19, 2023

MOTION # 12 - APPROVAL OF OVERNIGHT TRIP

ON THE MOTION of Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the overnight FFA trip to Buffalo on May 18-19, 2023. Motion carried 6 yes, 0 no.

The next three items will be held to the end of the meeting.

6. Acceptance of 2023-2024 Budget Vote Results
7. Acceptance of Capital Reserve Proposition Results
8. Acceptance of Board of Education Election Results

- VIII. Committee Reports
 - a. The Policy Committee met and the recommendation is below.
- IX. Policy
 - a. The first reading of Policy # 8500 entitled “Special Education Programs and Services” was done at this time.
- X. Old Business
 - a. None
- XI. Board of Education Discussion Items
 - a. None
- XII. New Business
 - a. Personnel
 - 1. Appointment
 - a. Grace Huff - Substitute Kitchen Helper effective May 16, 2023

MOTION # 13 - APPOINTMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve Grace Huff as a Substitute Kitchen Helper effective May 16, 2023. Motion carried 6 yes, 0 no.

- 2. Resignations
 - a. Paige Cordone - Teacher’s Aide effective June 30, 2023
 - b. Payge Miller - Physical Education Teacher effective June 30, 2023

MOTION # 14 - ACCEPTANCE OF RESIGNATIONS

ON THE MOTION of Mr. Snyder, seconded by Mr. Reiter, the Board moved to accept the resignation of Paige Cordone as a Teacher’s Aide effective June 30, 2023 and Payge Miller as Physical Education Teacher, with many thanks for her years of service, effective June 30, 2023. Motion carried 6 yes, 0 no.

- 3. Leave Request
 - a. Paige Cordone - Unpaid Leave for May 15, 2023

MOTION # 15 - APPROVAL OF LEAVE REQUEST

ON THE MOTION of Ms. Clark, seconded by Mr. Reiter, the Board moved to approve the unpaid leave request for Paige Cordone for May 15, 2023. Motion carried 6 yes, 0 no.

- b. CSE/CPSE Recommendations – in official packet

MOTION # 16 - APPROVAL OF CSE/CPSE RECOMMENDATIONS

ON THE MOTION of Mr. Snyder, seconded by Ms. Clark, the Board moved to approve the CSE/CPSE Recommendations as found in the official packet. Motion carried 6 yes, 0 no.

- c. Principal / Director Reports
 - 1. Mrs. Cucci shared that the State ELA and Math testing is complete. The 5th graders went to Potato Hill today and will be going to the MOST tomorrow. Spring field trips for all grades are coming right up to multiple destinations, but Chittenango Falls will not be on the list due to construction this year. The PBIS celebration is coming up and Field Days will be June 16. The last four days of school, June 20-23, 2023 will all be half days of school for the elementary students and summer enrichment will be led by Mrs. Barton again this year. The PreK-2 concert was this evening and the grade 3-5 concert is Thursday. The 3 and Me program meets again Thursday as well. The senior trip was successful and the junior prom is this Saturday.
 - 2. Mr. Latella shared that there are several CSE meetings scheduled, the summer curriculum is being planned and they are looking into a new ELA curriculum for 2023-24 and new math curriculum for 2024-25.

- XIII. Correspondence
a. None

- XIV. Question & Answer Opportunity
a. None

Mr. Mitchell left at 8:10 pm to get vote results.

Mr. Mitchell returned at 8:11 with vote results.

1. Acceptance of 2023-2024 Budget Vote Results
2. Acceptance of Capital Reserve Proposition Results
3. Acceptance of Board of Education Election Results

MOTION # 17 - ACCEPTANCE OF VOTE RESULTS

ON THE MOTION of Mr. Snyder, seconded by Mr. Reiter, the Board moved to approve the results from the 2023-24 Budget Vote as follow:

Approval of 2023-24 Budget in the amount of \$12,410,918 - 86 yes, 25 no

Approval of creation of Capital Reserve Fund - 87 yes, 24 no

Approval of Board Candidate - Brett Reiter 99, Stephanie Clark 1 - Mr. Reiter will take the seat.

Motion carried 6 yes, 0 no.

- XV. Executive Session

MOTION # 18 - ENTER EXECUTIVE SESSION

ON THE MOTION of Ms. Turner, seconded by Ms. Clark, the Board moved to enter into Executive Session at 8:14 pm to discuss the employment history of a particular person or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person. Motion carried 6 yes, 0 no.

Mrs. Billings arrived at 8:30 pm.

- XVI. Adjourn Executive Session

MOTION # 19 - ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to adjourn Executive Session at 8:45 pm. Motion carried 7 yes, 0 no.

- XVII. Adjournment

MOTION # 20 - ADJOURNMENT

ON THE MOTION of Mr. Abrams, seconded by Mr. Reiter, the Board moved to adjourn for the evening at 8:46 pm. Motion carried 7 yes, 0 no.

Madison Central School Board of Education

Meeting Schedule for 2023-2024

All meetings begin at 6:00 pm

**Regular Meetings are 3rd Tuesday of each month and
Workshops are the 1st Tuesday of each month as listed unless noted**

July 5, 2023 – Reorganizational & Regular Meeting 6:00 pm & 6:30 pm

August 15, 2023 - R

September 19, 2023 - R

October 17, 2023 – R

November 21, 2023 - R

December 19, 2023 – R

January 16, 2024 – R

February 13, 2024 – R

March 5, 2024 - BW

March 19, 2024 – R

April 2, 2024 – BW

April 16, 2024 – R & BOCES Vote

May 7, 2024 – Budget Hearing

May 21, 2024 – Budget Vote & R @ 7:30 pm

June 4, 2024 - W

June 18, 2024 - R

R – Regular Meeting

BW – Budget Workshop Meeting

W – Workshop Meeting

There will be an agenda planning meeting on the **Wednesday** before the week of each board meeting. **The President and Vice President** will be expected to attend this meeting with the Superintendent.

Madison Central School
2023-24
Board Of Education Members

Ms. Jennah Turner
2577 State Route 26
Oriskany Falls, NY 13425
Cell - 315-327-7751
Term expires 6/30/25

Laura Billings
7230 State Route 20 Lot 13
Madison, NY 13402
Work – 315-792-5581
Cell – 607-220-9071
Term expires 6/30/24

Mr. Jona Snyder
5294 Brouillette Road
Oriskany Falls, NY 13425
Cell – 315-750-8720
Term expires 6/30/24

Mrs. Jennifer Lavoie
2448 Huth-Sayer Road
Oriskany Falls, NY 13425
Cell – 315-941-1080
Home – 315-843-9020
Term expires 6/30/26

Mr. Brett Reiter
5541 Knoxboro Rd.
Munnsville, NY 13409
Cell – 315-761-6922
Term expires 6/30/27

Mrs. Jessica Clark
4190 Canal Road
Madison, NY 13402
Cell – 315-412-5342
Term expires 6/30/25

Mr. Tobias Abrams
5573 Knoxboro Rd
Munnsville, NY 13409
Cell - 315-750-8157
Term expires 6/30/26



Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

OFFICE OF INTERMUNICIPAL LEGAL SERVICES

Phone: 315.361.5522 ♦ Fax: 315.361.5595

JUSTIN R. MURPHY, ESQ., School Attorney, jmurphy@moboces.org
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STEPHEN L. PEARCE, ESQ., School Attorney, spearce@moboces.org
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CARRIE C. REILLY, Labor Relations Specialist, creilly@moboces.org
JULIA F. DEPIETRO, Paralegal, jdepietro@moboces.org
KATHLEEN L. PARKER, Senior Office Specialist, kparker@moboces.org

May 15, 2023

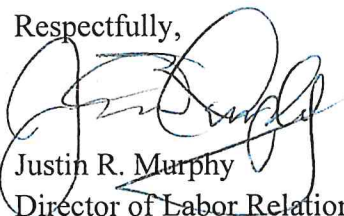
Mr. Jason Mitchell, Superintendent of Schools
Madison Central School District
7303 State Route 20
Madison, NY 13402

Dear Mr. Mitchell:

Enclosed for your consideration is an intermunicipal agreement between the Madison Central School District and the Madison - Oneida BOCES for the 2023 – 2024 school year. If your Board approves this agreement, District Superintendent Budelmann will present it to the BOCES Board for its approval.

Thank you and please do not hesitate to contact me with questions.

Respectfully,



Justin R. Murphy
Director of Labor Relations & Policy Services/School Attorney

C: Ms. Melanie Brouillette, Business Manager ✓

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, 2023, and shall extend through and including June 30, 2024.
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

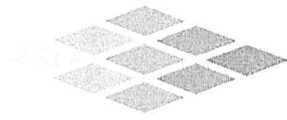
Date

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



Madison-Oneida
Board of Cooperative Educational Services

Lead*Partner*Innovate*Excel

CENTRAL ADMINISTRATION
Phone: 315.361.5510 ♦ Fax: 315.361.5517

SCOTT A. BUDELMANN, District Superintendent
LISA M. DECKER, Deputy Superintendent for Finance & Operations
MATTHEW C. WILLIAMS, PhD, Assistant Superintendent for Curriculum & Instruction

May 12, 2023

Mr. Jason Mitchell, Superintendent
Madison Central School District
7303 State Route 20
Madison, New York 13402

Dear Jason:

Enclosed please find the annual motion and cooperative bidding agreement to authorize your district's 2023-24 participation in Cooperative Bidding Services.

Please return the following materials to me: A copy of the certified Board Resolution and two (2) signed copies of the cooperative bidding agreement. I will return one signed copy of the cooperative bidding agreement to you after it has been executed by the BOCES.

We look forward to another year of working together to provide consortium participants with the collective benefits of cooperative bidding services.

Thank you.

Sincerely,

Lisa M. Decker
Deputy Superintendent for Finance & Operations

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 2023-2024, said time period to extend to June 30, 2024, 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

Inter-Municipal Cooperation Agreement

This agreement, made this 15th day of May 2023, by and between the Madison Central School District, 7303 state route 20 Madison , New York 13402 (hereinafter “school”) and the Village of Madison, 7694 state route 20 Madison, New York 13402 (hereinafter “village”)

Witnesseth;

Whereas, the village and the school entered into an inter-municipal shared services agreement allowing the village to utilize the school’s Fuel Pumping Facility.

Whereas, The school continues to own, operate, and maintain said Fuel pumping facility in accordance to it’s already existing regulations set forth contained in but not limited to 40 CFR Part 280 et. Seq. and 6 NYCRR parts 612 & 613.

Whereas, the school and the village believe it is in the best interest of their respective district taxpayers to establish an inter-municipal agreement.

Now Therefore, in consideration of mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows,

1. It shall be the sole obligation of the school to operate, maintain a fuel pumping facility in accordance with the current and existing standards and regulations already in existence.
2. The Village and School agree to jointly utilize the aforementioned Facility as necessary to acquire fuel for the respective parties. The school shall make the fuel pumping facility available at all hours for the purpose of dispensing fuel to village vehicles.
3. The school shall be liable for the acts or omissions of its employees and agents. The village shall be liable for the acts and or omissions of its employees and agents. Both parties shall indemnify the other for the negligent acts or omissions of their own employees or agents.
4. All village employees entering the premises shall adhere to reasonable rules and regulations agreed to between the school and the village regarding the dispensing of fuel: said regulations shall be binding upon the village. No employee shall be authorized to use the facility without first completing safety training consistent with the schools established procedures.
5. The village will add additional coverage to its existing insurance policy to ensure the school is covered by any acts or omissions caused by a village employee while utilizing the facility as advised by its insurance agent and satisfactory to the school superintendent.
6. The term of this agreement shall automatically renew annually on its anniversary date. Either party can suspend or terminate this agreement at any time upon a 30 day notification

verbally to either the Village Mayor or School Superintendent respectively. In the event of termination notice will be given in writing.

7. The school will invoice the village at periods that are convenient to the school but at a minimum of quarterly. The invoice shall include the unit # and gallons.

In Witness Whereof, the parties have hereto indicated the approval of this agreement by signing below.

Dated 5/24/23

Madison Central School District

Superintendent *Joan Mitchell*

Dated 5/24/23

Village of Madison

Mayor *Barbara J. Clark*

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

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Madison Central School District

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

May 30, 2023

Mostert, Manzanero & Scott, LLP

Attn: David E. Brownell

4 Associate Drive

Oneonta, New York 13820

Re: Audit report for the 2021-2022 School Year

Dear Mr. Brownell:

The Board of Education would like to present the corrective action plan for the above audit report pursuant to Section 35 of the New York State General Municipal Law, Section 2116-1 (3) © of the New York State Education Law and Section 170.12 of the Regulations of the Commissioner of Education as follows:

Capital Asset Accounting

Melanie Brouillette, Treasurer, will be working with Questar III Boces to do a physical inventory analysis for the District's assets. Questar III will also be working with the District moving forward. The process should be complete by December 30, 2023.

Thank you for helping make Madison Central School a better operation.

Sincerely,

Jennifer Lavoie
Board President

Commitment to Excellence

Madison Transfers - June 2023 - 2

From Code #	To Code #	Amount	
A-2110-122	A-2110-140	\$ 3,000.00	Increase substitute costs
A-2250-150	A-2250-400	\$ 1,200.00	Increase contractual costs special education
A-2110-122	A-2110-145	\$ 3,000.00	Increase tutoring costs
A-2850-150	A-2855-150	\$ 3,379.00	Increase coaching costs
A-5510-163	A-5510-164	\$ 1,500.00	Increase field trip costs
A-5510-168	A-5510-169	\$ 3,000.00	Increase substitute costs
A-9010-827	A-9010-800	\$ 2,897.15	Increase ERS
A-9060-800	A-9060-803	\$ 12,025.30	Increase medicare reimbursement costs
		\$ 30,001.45	

AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, 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, the County of Madison, 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, the County of Madison 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, 2024, 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 to the County at 50% of the hourly rate of \$29.56/hr per Special Patrol Officer position from July 1, 2023 to December 31, 2023. The District shall pay 50% of the hourly rate of \$30.74/hr to the County, per Special Patrol Officer position from January 1, 2024 to June 30, 2024.
- 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 overtime hourly rate of \$44.34/hr from July 1, 2023 to December 31, 2023, and \$46.11/hr from January 1, 2024 to June 30, 2024.
- 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 thirty (30) 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 \$2,000,000 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 \$2,000,000 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, NY 13402

XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2024, 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.

COUNTY OF MADISON

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

INSTRUCTION

Policy is Required

SPECIAL EDUCATION PROGRAMS AND SERVICES

I. Statement of Policy

The Madison Central School District (the District) will make available a free appropriate public education in the least restrictive environment appropriate to meet individual needs to all students who are eligible under the Individuals with Disabilities Education Act (IDEA) and Article 89 of the New York State Education Law and implementing regulations.

II. Duties of the District

- A. The District accepts its responsibility to ensure that students with disabilities have the same opportunity to participate in district programs, including extra-curricular programs and activities, which are available to all other students enrolled in the District.
- B. The District, in accordance with Section 200.2(b)(4) of the Commissioner's Regulations, shall ensure the availability of a continuum of alternative placements to meet the needs of students with disabilities for special education and related services. To enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate, specially designed instruction and supplementary services may be provided in the regular class. Such services may include, but are not limited to, consultant teacher services and other group or individual supplemental or direct special education instruction.

III. Duties of the Board

Consistent with the requirements of federal and state laws and regulations, the Board of Education (the Board) will:

- A. Appoint and train a Committee on Special Education (CSE) and, as appropriate, CSE subcommittees to assure the identification and placement of eligible students with disabilities. The Board of Education authorizes the Superintendent to recruit and recommend individuals who possess the necessary certification, education, and experience for hiring.
- B. Based upon the recommendation of the CSE, arrange for special education programs within legally prescribed timeframes. Should it disagree with the recommendation of the CSE, the Board, upon notice to the parents involved and in accordance with the procedures set forth in the Regulations of the Commissioner of Education, may forward its concerns to the CSE, or reconvene a

INSTRUCTION

SPECIAL EDUCATION PROGRAMS AND SERVICES

second CSE for review of and revisions to the original recommendations as appropriate.

IV. Duties of the Superintendent

To ensure the appropriate delivery of services to students with disabilities who reside in the District, the Superintendent shall ensure that:

- A. All children with disabilities residing in the District, including those attending private school are identified, located, and evaluated. A register of students eligible to attend the public schools or to attend a preschool program in accordance with Section 4410 of the Education Law shall be maintained and revised annually by the CSE or CPSE as appropriate.
- B. School-wide approaches and pre-referral interventions including, but not limited to academic intervention services to remediate a student's performance prior to referral for special education are implemented.
- C. Personally identifiable data and information or records pertaining to students with disabilities remain confidential as required by law and regulation.
- D. The Board shall develop and implement a plan as part of the professional development plan pursuant to section 100.2(dd) of the Commissioner's Regulations. Such plan shall include, but is not limited to, a description of the professional development activities provided to all professional staff and supplementary school personnel who work with students with disabilities to assure that they have the training, skills, and knowledge necessary to meet the needs of students with disabilities.
- E. The District plan governing the provision of special education programs and services will provide detailed information on how appropriate space for the provision of special education programs and services will be allocated.

V. Instructional Materials

- A. The District will establish a plan to ensure that all instructional materials used in the schools of the District are available in a usable alternative format, that meets the National Instructional Materials Accessibility Standard for each student with a disability in accordance with the student's educational needs and course selection at the same time that such materials are available to nondisabled students.
- B. Alternative format includes, but is not limited to, Braille or large print, open and closed captioned, audio, or an electronic file. An electronic file must be

SPECIAL EDUCATION PROGRAMS AND SERVICES

compatible with at least one alternative format conversion software program that is appropriate to meet the needs of the individual student.

- C. The plan shall:
1. Give preference in the purchase of instructional materials to those vendors who agree to provide such instructional materials in alternative formats for students with disabilities;
 2. Specify, when an electronic file is provided, how the format will be accessed by students and how the district will convert to an accessible format;
 3. Specify the process to be used when ordering materials to identify the needs of students with disabilities residing in the district for alternate format materials;
 4. Specify ordering timelines to ensure that alternative format materials are available at the same time regular format materials are available; and
 5. Include procedures so that when students with disabilities move into the school district during the school year, the process to obtain needed materials is not delayed.

V. Duties of the Committee on Special Education

The CSE is responsible for making recommendations to the Board regarding the identification and placement of students with disabilities.

- A. The CSE will convene periodically in accordance with federal laws and regulations to identify and review each student's IEP and, if necessary, to make further recommendations to the Board.
- B. The CSE will develop strategies to ensure the successful application of a student's IEP and to ensure that the student's IEP remains confidential and is not disclosed to any person except in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) and applicable regulations.
1. The CSE shall ensure that each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the implementation of a student's Individualized

INSTRUCTION

SPECIAL EDUCATION PROGRAMS AND SERVICES

remove highlighted word - replace

Education Program (IEP) is ~~given~~ a copy of such student's IEP prior to the implementation of such program.

with text

- 2. Other service providers (such as certain teachers, assistants, and support staff persons) who will not receive a copy of the IEP, but who have direct contact with a disabled student shall be given information of the specific accommodations relevant to their contact with such student.
- 3. Prior to the implementation of the student's IEP, the Chairperson of the CSE shall designate a professional employee of the district with knowledge of the student's disability and the education program to inform each such teacher, assistant, and support staff person of their responsibilities relating to the implementation of the IEP and the specific accommodations, modifications, and support that must be provided.

highlighted in green as found on last page provided

VI. Notice of the Procedural Safeguards

The District will use the procedural safeguard notice prescribed by the Commissioner of Education and make the notice available in the manner prescribed by the Commissioner's Regulations. Students with disabilities and their parents/persons in parental relation will be afforded the procedural safeguards set forth in the notice.

VII. Notice of Enrollment or Attendance

Upon enrollment or attendance of a child, the District will notify each parent or person in parental relation of their rights under state and federal law regarding referral and evaluation of the child for the purposes of special education services or programs. The notification will include the name and contact information of the CSE chairperson or other appropriate special education administrator and the website of the State Education Department.

VIII. Notice of Physical or Mechanical Restraint or Use of Time Out Room

- A. The District shall ensure that parent(s) or person(s) in parental relation of a student with a disability are notified on the same day any physical or mechanical restraint is applied to their child or if their child is placed in a time out room.
- B. The Superintendent or designee shall develop internal procedures to ensure such notifications to parents or persons in parental relation occur on the same day.
- C. If the parent or person in parental relation cannot be contacted after reasonable attempts are made, the principal shall record and report such attempts to the committee on special education.

SPECIAL EDUCATION PROGRAMS AND SERVICES

_____ School District

Legal Ref: 20 USC 1400 et seq. (IDEA); 34 CFR 300; NYS Education Law §§4001, 4401, 4402; 8 NYCRR Parts 200.2, 200.4, 200.6 (**Checked 12/2022**)

Cross Ref: Programs for Students with Disabilities Under Section 504 of the Federal Rehabilitation Act of 1973. Family Educational Rights and Privacy Act of 1974 (FERPA).

Adopted: _____

and a request that a timely meeting be held to review and consider such objections or concerns. Such second committee or subcommittee shall consider the board's objections or concerns, revise the IEP where appropriate, and resubmit a recommendation to the board. If the board continues to disagree with the recommendation of such second committee or subcommittee, the board may continue to remand the recommendation for additional reviews of its objections or concerns by such second committee or subcommittee, provided that the board arranges for the programs and services in accordance with the student's IEP, as developed by such second committee or subcommittee, within 60 school days of receipt of consent to evaluate for a student not previously identified as having a disability, or within 60 school days of the referral for review of the student with a disability. Nothing in this paragraph shall be construed to authorize the board to select the recommendation of the original committee or subcommittee once it has established a second committee or subcommittee to make a new recommendation for the student pursuant to this subparagraph.

- (3) The school district shall ensure that the recommendations on a student's IEP, including changes to the IEP made pursuant to subdivision (g) of this section, are implemented, including but not limited to:
 - (i) ensuring that each regular education teacher, special education teacher, related service provider, and/or other service provider, as defined in section 200.2(b)(11)(i)(a) of this Part, who is responsible for the implementation of a student's IEP, is provided a paper or electronic copy of the IEP prior to the implementation of such IEP or shall be able to access such student's IEP electronically. If the board of education or board of trustees adopts a policy that the student's IEP is to be accessed electronically, then such policy shall also ensure that the individuals responsible for the implementation of a student's IEP shall be notified and trained on how to access such IEPs electronically;
 - (ii) ensuring that supplementary school personnel, as defined in section 200.1(hh) of this Part, and each other provider responsible for assisting in the implementation of a student's IEP, has the opportunity to review a copy of the student's IEP, prior to the implementation of such program, and has ongoing access to a copy of the IEP, which may be the copy provided to the student's special education teacher or the teacher or related service provider under whose direction such supplementary school personnel or other provider works;
 - (iii) ensuring that each regular education teacher, special education teacher, related service provider, other service provider,



Executive Directors: Danielle Martin, Melissa Roys

Divisional Director: Colleen Matthews

Project Manager: Michele Bowen

Reporting Period: April 2023

Connected Madison April Monthly Highlight!

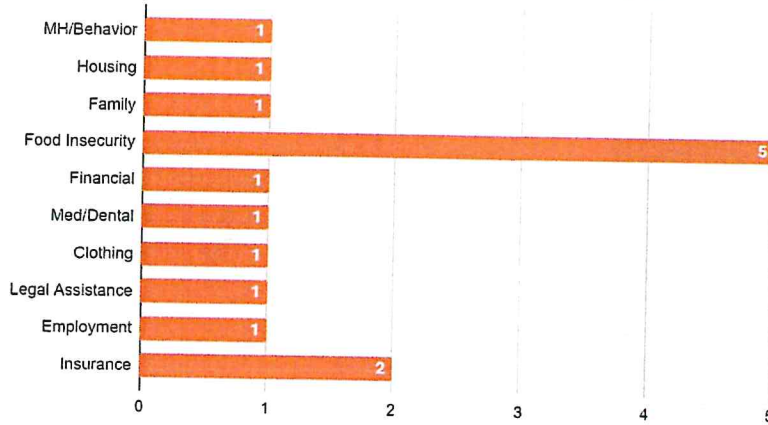
Cookies with the Easter Bunny

On April 1st, Student Council, PTO, the Optimist Club and Connected Madison Central Schools District's Project Manager, Michele collaborated to have the annual Easter event which included cookie decorating, pictures with the Easter Bunny, an outdoor egg hunt, face painting, raffle baskets, bake sale, and some free crafts and Easter items given away to families.

Fun for all ages!



LINK Team Referral Identified Needs- April



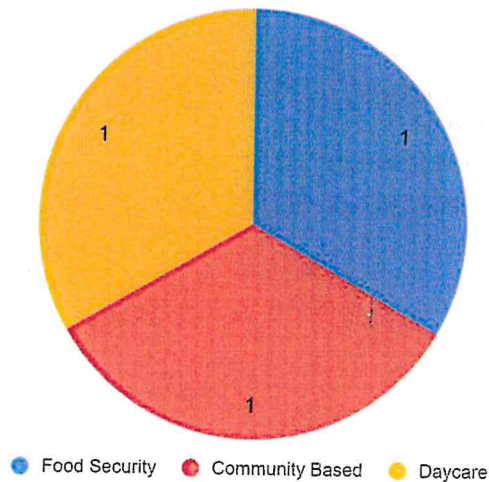
Our Connected Madison team supported **9 families** through Active LINK Team Referrals in the month of April. We received **9 LINK Team Referrals**, the largest identified need was **food insecurity**. Mental Health continues to be the highest identified need in the district.

From the 9 Active LINK Team Referrals made this month, our Connected Madison team made **3 outgoing referrals** to connect families with resources to meet their needs.

These referrals include:

- Access VR (1)
- Daycare provider (1)
- CCS HUB (1)

Connected Madison Outgoing Referrals- April





LINK Success Stories:

- A family reached out to the Project Manager, Michele directly regarding a concern. Michele had worked with the family in the past, allowing the family to feel comfortable in making that phone call to her once again. This shows us the level of trust families put into the Connected Madison District as a whole. The family was able to review their current struggle and obtain tangible resources directly from the HUB to help as well as receive referrals to local agencies to work with. Building those relationships and having a place to turn often means the world to families as was expressed by this family.
- Prom can be a memorable time for students and families but with costs of tuxedo rentals ranging from \$100-\$500 locally as well as dress prices, shoes, jewelry, hair, make-up, and the list goes on, it's no wonder that this can be stressful to so many. Project Manager, Michele was able to work with students to look at a large selection of prom dresses available at no charge and work with families in getting students fitted for tuxedos available at no charge to them. She also helped coordinate a Prom Giveaway at Connected Waterville High School with gift cards and prizes donated by **Creekside Community Thrift**. The cafeteria at Waterville was set up like a boutique where families could come, look around, try stuff on and pick out what they need.



Family Engagement

Seeking to assist families with creating more positive experiences through fun and engaging activities with their children and their school, facilitating positive interactions with staff and resulting in continued relationships and increased engagement in their children's education.



Pictures with the Easter Bunny

On April 1st, Student Council, PTO, Optimist, and Project Manager, Michele collaborated to have the annual Easter event which included cookie decorating, pictures with the Easter Bunny, an outdoor egg hunt, face painting, raffle baskets, bake sale, and some crafts and free Easter items given away to families. Fun for all ages!



Prom Give Away and Open HUB

Connected Madison and Connected Waterville Schools worked together to host a prom giveaway and open HUB at Connected Waterville School District. Project Manager, Michele and Project Manager, Miranda had dresses, shoes, purses, jewelry, and were able to measure tuxedos for any students attending prom. There were giveaways and games provided by our friends at **Creekside Community Thrift** as well as open HUB if any families needed tangible items.

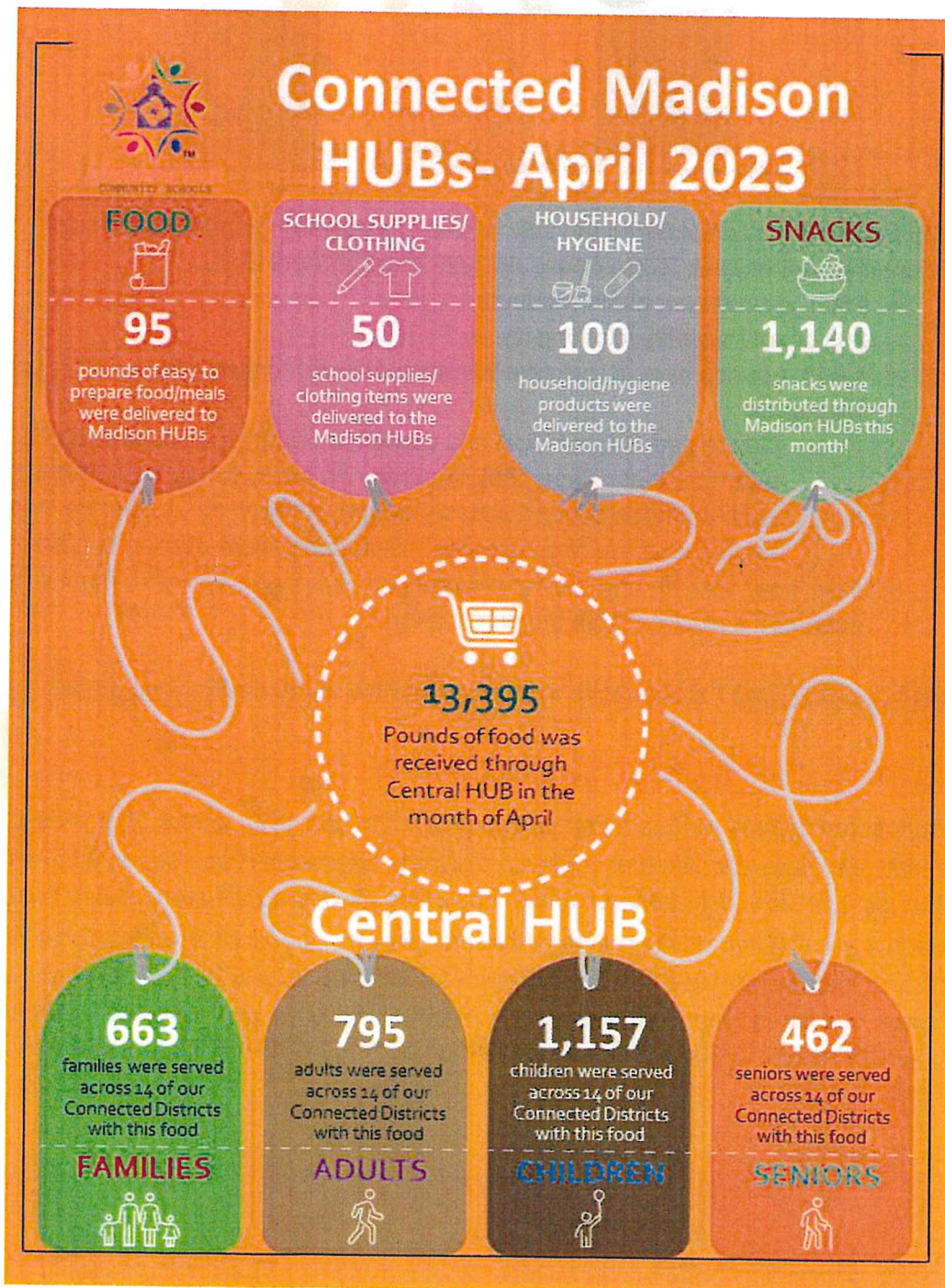


Three and Me Program

Project Manager, Michele continues to support the monthly program for 3 year olds and their families. Activities, story time, a craft, and snacks are provided to each future student by the pre-k teachers, aides, and Project Manager. This month students were invited to Ms. Matteson's room for their first classroom experience! The kids loved all of the classroom items and being in school

the
HUB

A physical space within the schools filled with tangible items that support the needs of our students, families and faculty/staff and the additional support provided through these HUBs by our Site Coordinators. Providing school supplies, emergency groceries, hygiene products, clothing, and snacks. All items are resourced through community partnerships and donations.





Initiative Wide Updates:

- Executive Directors– Melissa Roys and Danielle Martin presented at the 2023 **Integrated Care Conference** hosted by Helio Health in Syracuse, NY on April 17-18.
- This month, two new Site Coordinators received new hire training, shadowing, and support.
- A monthly Work Group was offered for any Site Coordinators to come forward with questions and review needed regarding new updates to the tracking process and have their voices heard regarding any concerns or feedback.
- A monthly Lunch and Learn was held by the **Manufacturers Association of Central New York (MACNY)** in partnership with **MVCC** and **Working Solutions** to present **their grant program, Real-Life Rosies**. The presentation covered educational and employment opportunities in manufacturing available to women. These monthly presentations are available to staff to learn about different community resources that can be utilized and partnered with to support the individuals and families we support.
- Patti Williams, Senior Transition Counselor, Statewide Transition and Youth Services, presented on **Access-VR (Adult Career and Continuing Education Services - Vocational Rehabilitation)**. Our staff learned that a liaison is assigned to every secondary school in the six counties they cover and who to contact to set students and families up with their services. They provide a range of services that support their mission to assist individuals with disabilities to achieve and maintain employment and support independent living through training, education, rehabilitation, and career development.