

## ADMINISTRATION

**JASON A. MITCHELL**

*Superintendent*

**BRIAN J. LAELLA**

*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

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315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

## BOARD OF EDUCATION

### AUDIT COMMITTEE

### REGULAR MEETING

5:30 P.M. - AUDITORIUM

6:00 P.M. – AUDITORIUM

- I. Call to Order - Audit Committee Meeting
- II. Discussion of the Audit
- III. Adjournment of Audit Committee Meeting
- IV. Call to Order - Regular Meeting
- V. Agenda Additions
- VI. Consent Agenda
  - a. Approval of Agenda for this meeting
  - b. Approval of Minutes
    1. September 20, 2022 Regular Meeting Minutes
- VII. Public Forum
- VIII. Reports
  - a. Treasurer
    1. Internal Claims Auditor's Report
    2. Treasurer's Report dated September 30, 2022
    3. Detail Warrants
      - a. Warrant Number 11 - Fund A - 9/2/22 - 3 pages
      - b. Warrant Number 14 - Fund A - 9/16./22 - 5 pages
      - c. Warrant Number 15 - Fund A - 10/3/22 - 5 pages
      - d. Warrant Number 13 - Fund A - 10/10/22 - 2 pages
      - e. Warrant Number 9 - Fund A - 10/10/22 - 4 pages
      - f. Warrant Number 3 - Fund C - 9/2/22 - 1 page
      - g. Warrant Number 5 - Fund C - 9/16/22 - 2 pages
      - h. Warrant Number 6 - Fund C - 10/3/22 - 2 pages
      - i. Warrant Number 2 - Fund HBUS - 10/3/22 - 1 page
      - j. Warrant Number 1 - Fund FA23 - 9/2/22 - 1 page
      - k. Warrant Number 2 - Fund FA23 - 9/16/22 - 1 page
      - l. Warrant Number 3 - Fund FA23 - 10/3/22 - 1 page
      - m. Warrant Number 4 - Fund FA23 - 10/10/22 - 1 page
    4. Financial Status Report

b. Superintendent – Information Items

1.

c. Superintendent – Approval Items

1. Approval of Business Associate Agreement between Madison Central School and Rochester Primary Care Network, Inc. (DBA Mosaic Health)
2. Approval of Memorandum of Understanding between Madison Central School and Mosaic Health for dental services for students in grades PreK-5
3. Approval of Memorandum of Understanding between Madison Central School and Mosaic Health for dental services for students in grades 6-12
4. Approval of Non-Resident Student Applications for 2022-23 (just moved out of district-current students)
  - a. Student in 7th grade
  - b. Student in 9th grade
5. Approval of Library Book Surplus list
6. Approval of Textbook Surplus list
7. Approval of Auctions International Bid

IX. Committee Reports

a. Policy

X. Policy

a. None

XI. Old Business

XII. Board of Education Discussion Items

XIII. New Business

a. Personnel

1. Appointments
  - a. Chelsea Schokker - Non-Certified Substitute Teacher effective September 29, 2022
2. Mentor Appointments
  - a. Amber Barrett for Sandy Roberts with a stipend of \$100
  - b. Amber Neiss for Rhianna Donohue with a stipend of \$500
  - c. Jessica Chenel for Elizabeth Collins with a stipend of \$100
  - d. Brian Merkt for Daniel Suydam with a stipend of \$100
  - e. Jessica Mortensen for Ariel Hummer with a stipend of \$500
  - f. Matthew Bruno for Phillip Keville with a stipend of \$500
  - g. Bridget Idzi for Lauryn Blake with a stipend of \$100
3. Salary Adjustments
  - a. Daniel Suydam - from M2, Step 12 to M3, Step 12

b. CSE/CPSE Recommendations – in official packet

c. Principal / Director Reports

XIV. Correspondence

- a. September 2022 Library Report
- b. 2021-22 BOCES Annual Report
- c. MO BOCES Fall Open House invitation for October 20, 2022 at 5:30 pm

XV. Question & Answer Opportunity

XVI. Executive Session

- a. To discuss Information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed.
- b. To discuss the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, **discipline**, suspension, dismissal or removal of a particular person or corporation.

XVII. Adjourn Executive Session

XVIII. Adjournment

The Regular Meeting of the Board of Education of Madison Central School was held on September 20, 2022 at 6:00 pm in the auditorium.

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

**MEMBERS ABSENT:** Mr. Jona Snyder

**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 6:05 pm.
- II. Agenda Additions
- III. Consent Agenda
  - a. Approval of Agenda for this meeting

**MOTION # 1 - APPROVAL OF AGENDA**

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

- b. Approval of Minutes
  1. September 1, 2022 Special Meeting minutes

**MOTION # 2 - APPROVAL OF MINUTES**

ON THE MOTION of Mr. Abrams, seconded by Mrs. Billings, the Board approved the minutes from the September 1, 2022 Special Board Meeting. Motion carried 6 yes, 0 no.

- IV. Public Forum
  - a. None
- V. Presentations
  - a. The 2022 Summer LEAP program presentation was presented by Amanda Barton with a slideshow and recap of each week's focus.
- VI. Reports
  - a. Treasurer
    1. Internal Claims Auditor's Report

**MOTION # 3 - APPROVAL OF INTERNAL CLAIM AUDITOR'S REPORT**

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

2. Treasurer's Report dated June 30, 2022

**MOTION # 4 - APPROVAL OF JUNE 30, 2022 TREASURER'S REPORT**

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the June 30, 2022 Treasurer's Report. Motion carried 6 yes, 0 no.

3. Detail Warrants

**MOTION # 5 - APPROVAL OF DETAIL WARRANTS**

ON THE MOTION of Mrs. Billings, seconded by Mr. Abrams, the Board moved to approve the Detail Warrants as follow: Warrant Number 53 - Fund A - 6/2/22 - 7 pages, Warrant Number 54 - Fund A - 7/8/22 - 4 pages, Warrant Number 56 - Fund A - 6/10/22 - 3 pages, Warrant Number 57 - Fund A - 6/21/22 - 9 pages, Warrant Number 58 - Fund A - 6/27/22 - 4 pages, Warrant Number 59 - Fund A - 6/27/22 - 1 page, Warrant Number 60 - Fund A - 6/27/22 - 3 pages, Warrant Number 61 - Fund A - 7/8/22 - 2 pages, Warrant Number 62 - Fund A - 7/11/22 - 3 pages, Warrant Number 25 - Fund C - 6/10/22 - 2 pages, Warrant Number 26 - Fund C - 6/24/22 - 1 page, Warrant Number 27 - Fund C - 7/11/22 - 1 page, Warrant Number 19 - Fund FA22 - 6/10/22 - 1 page, Warrant Number 20 - Fund FA22 - 6/24/22 - 1 page, Warrant Number 21 - Fund FA22 - 7/11/22 - 1 page. Motion carried 6 yes, 0 no.

4. Treasurer's Report dated July 31, 2022

**MOTION # 6 - APPROVAL OF JULY 31, 2022 TREASURER'S REPORT**

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the July 31, 2022 Treasurer's Report. Motion carried 6 yes, 0 no.

5. Detail Warrants

**MOTION # 7 - APPROVAL OF DETAIL WARRANTS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to approve the Detail Warrants as follow: Warrant Number 1 - Fund A - 6/2/22 - 3 pages, Warrant Number 3 - Fund A - 7/11/22 - 2 pages, Warrant Number 4 - Fund A - 7/22/22 - 5 pages, Warrant Number 1 - Fund C - 7/22/22 - 1 page, Warrant Number 1 - Fund FA22 - 7/11/22 - 1 page, Warrant Number 2 - Fund FA22 - 7/22/22 - 1 page. Motion carried 6 yes, 0 no.

6. Treasurer's Report dated August 31, 2022

**MOTION # 8 - APPROVAL OF AUGUST 31, 2022 TREASURER'S REPORT**

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the August 31, 2022 Treasurer's Report. Motion carried 6 yes, 0 no.

7. Detail Warrants

**MOTION # 9 - APPROVAL OF DETAIL WARRANTS**

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the Detail Warrants as follow: Warrant Number 7 - Fund A - 6/5/22 - 3 pages, Warrant Number 8 - Fund A - 8/19/22 - 4 pages, Warrant Number 12 - Fund A - 9/12/22 - 1 page, Warrant Number 5 - Fund A - 9/12/22 - 2 pages, Warrant Number 2 - Fund C - 8/5/22 - 2 pages, Warrant Number 4 - Fund C - 9/12/22 - 1 page, Warrant Number 1 - Fund HBUS - 8/23/22 - 1 page, Warrant Number 3 - Fund FA22 - 8/5/22 - 1 page, Warrant Number 4 - Fund FA22 - 8/19/22 - 2 pages. Motion carried 6 yes, 0 no

8. The Financial Status Report was shared.

b. Superintendent – Information Items

1. Mr. Mitchell shared the success of the start of the new School Resource Officer Don March. He is a great addition to the MCS family.
2. Mr. Mitchell spoke about the successful and well attended Community Picnic which will hopefully become an annual event preceding Open House.

3. Notice of the SBI General Membership Meeting to be held September 29, 2022 was shared.
4. Mr. Mitchell is exploring the possibility of getting a company to provide dental services inside the District.

c. Superintendent – Approval Items

1. Approval of Non-Resident Applications
  - a. Student entering PreK
  - b. Student entering grade 11

**MOTION # 10 - APPROVAL OF NON-RESIDENT STUDENTS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the applications for Non-Resident Students entering grade PreK and grade 11. Motion carried 6 yes, 0 no.

2. Approval to Surplus Power Washer, random small pieces of furniture and other small classroom items

**MOTION # 11 - APPROVAL TO SURPLUS**

ON THE MOTION of Mrs. Billings, seconded by Mr. Abrams, the Board moved to approve the list of items to surplus which includes a power washer, random pieces of small furniture and other small classroom items. Motion carried 6 yes, 0 no.

3. Acceptance of Student Mental Health Support Grants to School Districts in the amount of \$1,050,054 over five years

**MOTION # 12 - ACCEPTANCE OF GRANT**

ON THE MOTION of Ms. Clark, seconded by Ms. Turner, the Board moved to accept the Student Mental Health Support Grant in the amount of \$1,050,054 over five years. Motion carried 6 yes, 0 no.

4. Acceptance of SAM Grant in the amount of \$60,000 for the purchase of a new tractor for the maintenance department

**MOTION # 13 - ACCEPTANCE OF SAM GRANT**

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to accept the SAM Grant in the amount of \$60,000 for the purchase of a tractor for the maintenance department. Motion carried 6 yes, 0 no.

5. Approval of School Comprehensive Education Plan for 2022-23
6. Approval of District Comprehensive Improvement Plan for 2022-23

**MOTION # 14 -APPROVAL OF PLANS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the School Comprehensive Education Plan and the District Comprehensive Improvement Plan for 2022-23. Motion carried 6 yes, 0 no.

- VII. Committee Reports
  - a. None

- VIII. Policy
  - a. None

- IX. Old Business
  - a. None

- X. Board of Education Discussion Items
  - a. None

XI. New Business

a. Personnel

1. Appointments

- a. Colton Mennig - Non-Certified Substitute Teacher effective September 6, 2022
- b. Matthew Bednarczyk - Non-Certified Substitute Teacher effective September 12, 2022
- c. Cindy Ogden - Certified Substitute Teacher effective September 12, 2022
- d. Phillip Keville - Probationary Full-Time Agriculture Teacher effective September 26, 2022, pending fingerprint clearance, with tenure anticipated September 26, 2026 in the area of Agriculture at B4, Step 1, as per contract pending certification
- e. Marta Mendoza - Non-Certified Substitute Teacher effective September 20, 2022
- f. Katherine Swartfiguer - Non-Certified Substitute Teacher effective September 20, 2022 pending fingerprint clearance

**MOTION # 15 - APPROVAL OF APPOINTMENTS**

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

1. Colton Mennig - Non-Certified Substitute Teacher effective September 6, 2022
2. Matthew Bednarczyk - Non-Certified Substitute Teacher effective September 12, 2022
3. Cindy Ogden - Certified Substitute Teacher effective September 12, 2022
4. Phillip Keville - Probationary Full-Time Agriculture Teacher effective September 26, 2022, pending fingerprint clearance, with tenure anticipated September 26, 2026 in the area of Agriculture at B4, Step 1, as per contract pending certification
5. Marta Mendoza - Non-Certified Substitute Teacher effective September 20, 2022
6. Katherine Swartfiguer - Non-Certified Substitute Teacher effective September 20, 2022 pending fingerprint clearance

Motion carried 6 yes, 0 no.

2. Resignations

- a. Mike Flint - Art Education Teacher effective September 15, 2022 with 30 days service to be provided, last day of work to be October 14, 2022

**MOTION # 16 - ACCEPTANCE OF RESIGNATION**

ON THE MOTION of Mr. Abrams, seconded by Mrs. Billings, the Board moved to accept the resignation of Mike Flint as Art Education Teacher, with regrets, effective September 15, 2022 with 30 days service to be provided and the last day of work to be October 14, 2022. Motion carried 6 yes, 0 no.

3. Leave Request

- a. Jessie Rocker - Unpaid Leave for September 27 through October 4, 2022

**MOTION # 17 - APPROVAL OF LEAVE REQUEST**

ON THE MOTION of Mrs. Billings, Seconded by Ms. Turner, the Board moved to approve the unpaid leave request of Jessie Rocker for September 27 through October 4, 2022. Motion carried 6 yes, 0 no.

4. Advisor Appointments for 2022-23

- a. Tracey Lewis - Senior Class Advisor
- b. Tricia Coon - Senior Class Advisor

**MOTION # 18 - ADVISOR APPOINTMENTS**

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve Tracey Lewis and Tricia Coon as Senior Class Advisors for the 2022-23 school year. Motion carried 6 yes, 0 no.

5. Salary Adjustment
  - a. Jessica Mortensen from M2, Step 23 to M3, Step 23
  - b. Amber Neiss from M3, Step 17 to M5, Step 17

**MOTION # 19 - APPROVAL OF SALARY ADJUSTMENTS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the salary adjustments of Jessica Mortensen from M2, Step 23 to M3, Step 23 and that of Amber Neiss from M3, Step 17 to M5, Step 17. Motion carried 6 yes, 0 no.

- b. CSE/CPSE Recommendations – in official packet

**MOTION # 20 - APPROVAL OF CSE/CPSE RECOMMENDATIONS**

ON THE MOTION of Mrs. Billings, seconded by Ms. Clark, the Board moved to approve the CSE/CPSE Recommendations. Motion carried 6 yes, 0 no.

c. Principal / Director Reports

1. Mrs. Cucci shared information about the Three and Me program with the Board. There were 15 children with families for the first night. The District has been celebrating our color days and the elementary students have been meeting Officer Don. The students have asked lots of questions and are building a positive relationship with our new SRO. The Ice Bucket Challenge was held this past Friday and Bus Safety for grades PreK-2 has been completed.
2. Mr. Nichols has gotten rave reviews about the Community Picnic and Open House. The staff development days prior to the start of school were very productive and stimulating for the staff. The middle and high school students have also had the opportunity to meet Officer Don and thus far, the opening of the 22-23 school year has been pretty smooth.
3. Mr. Latella shared that he and Mrs. Barton will be participating in the Ride for Missing Children on September 28th. He is actively working on hiring a mental health counselor and that person will be housed in the elementary wing in the counseling suite. Mr. Lee's office has been moved upstairs and this has proved to be a positive change as well. Next week the District will start its after school club programming which will run until 4:15 each day with a late bus scheduled for 4:30 pick up at the flagpole entrance.

XII. Correspondence

- a. The Summer 2022 Library Media Center Report was shared.

XIII. Question & Answer Opportunity

- a. None

XIV. Adjournment

**MOTION # 21 - ADJOURNMENT**

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



## BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is made effective as of September 08, 2022 by and between Rochester Primary Care Network, Inc. (DBA Mosaic Health (the "Covered Entity"), and the Madison Central School District (the "Business Associate").

**WHEREAS**, the Covered Entity maintains certain confidential protected health information concerning its patients (each referred to as an "Individual"), and such information includes information created or received by the Covered Entity or created, maintained, transmitted or received by the Business Associate (the "PHI"), and includes electronic protected health information ("E PHI"); and

**WHEREAS**, as a result of their access to and Use and Disclosure of PHI and E PHI, the Covered Entity and Business Associate acknowledge that they are obligated to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including, but not limited to, the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rules") and the Privacy of Individually Identifiable Health Information standards (the "Privacy Rules") (collectively the "HIPAA Requirements"); and

**WHEREAS**, the parties are obligated under the HIPAA Requirements to enter into a written agreement under which the Business Associate will agree to appropriately protect and safeguard PHI and E PHI; and

**WHEREAS**, the Business Associate and the Covered Entity have entered into an agreement (the "Contract"), dated February 12, 2016, under which the Business Associate provides services to the Covered Entity and, in the course of providing those services, the Business Associate may or will have access to PHI and E PHI; and

**WHEREAS**, the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 includes new standards and has new implementing regulations which provide that certain provisions of the HIPAA Requirements are directly applicable to business associates and that any existing business associate agreements must be updated to address these new standards (collectively referred to as the "HITECH Act"); and

**WHEREAS**, the HIPAA Requirements and the new provisions of the HITECH Act shall collectively be known in this Agreement as the "HIPAA Rules";

**NOW, THEREFORE**, the parties agree as follows:

### 1. Definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" is defined in the HIPAA Rules.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" is defined in the HIPAA Rules.

(c) The following capitalized terms and/or their derivatives used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Electronic Protected Health Information/EPHI, Health Care Operations, Individual, Limited Data Set, Minimum Necessary, Notice of Privacy Practices, Protected Health Information/PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Notwithstanding the foregoing, "Security Incident" shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate and (ii) immaterial incidents that occur on a routine basis, such as general "pinging or "denial of service" attacks.

## 2. Use and Disclosure of PHI and EPHI

(a) The Business Associate will hold and keep the PHI and EPHI strictly confidential and Use and/or Disclose PHI and EPHI only as required or permitted under the terms of the Underlying Agreement, this Agreement, and the HIPAA Rules. However, the HIPAA Rules limit the Use and/or Disclosure of PHI and EPHI by the Covered Entity, and those restrictions also apply to the Business Associate and the Business Associate's Subcontractors that create, receive, transmit or maintain PHI and/or EPHI in order to perform a function, activity or service delegated by the Business Associate. This means that any Use and/or Disclosure must be related to the treatment of the Individual to whom the PHI and EPHI relates, payment for the treatment of that Individual, or the Covered Entity's general Health Care Operations.

(b) The Business Associate may also Use and/or Disclose the PHI and EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the PHI and EPHI or Disclosing the PHI and EPHI, the Business Associate must obtain reasonable assurance from the person to whom the PHI and EPHI will be Disclosed that the PHI and EPHI: (i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which it is aware in which the confidentiality of the PHI and EPHI has been Breached.

(c) The Business Associate may also Use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

(d) The Business Associate will not Use or further Disclose the PHI and EPHI other than as permitted or required by this Agreement, by applicable law, or by the HIPAA Rules.

3. Covered Entity's Obligations

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI and EPHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI and EPHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI and EPHI.

(c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI and EPHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI and EPHI.

(d) Covered Entity agrees that it shall provide only the minimum necessary PHI required for Business Associate to perform the services pursuant to the Underlying Agreement.

4. Safeguards/Requirements

(a) The Business Associate will use appropriate safeguards to prevent any Use or Disclosure of the PHI and EPHI that is not permitted under the terms of this Agreement. Specifically, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.

(b) The Business Associate will ensure that any of its agents, including a Subcontractor, to whom the Business Associate provides PHI and EPHI, will enter into a Business Associate Agreement with Business Associate and agree to the same restrictions and conditions that apply to the Business Associate under the terms of this Agreement, and will agree to implement reasonable and appropriate safeguards as required by the HIPAA Rules to protect the PHI and EPHI.

(c) The Business Associate may Use and Disclose PHI and EPHI that Business Associate obtains, maintains, transmits or creates only if such Use or Disclosure is in compliance with each applicable requirement of the HIPAA Rules relating to business associate agreements. The additional requirements of the HITECH Act that relate to privacy and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with these privacy requirements which shall be incorporated into this Agreement.

(d) Under the HIPAA Rules the requirements pertaining to "administrative safeguards," "physical safeguards," "technical safeguards," and "policies and procedures and documentation requirements" of the Security Rules apply to Business Associate in the same manner that such sections apply to Covered Entity, and the additional

requirements of the HITECH Act that relate to security and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with these security requirements which shall be incorporated into this Agreement.

(e) Unless Covered Entity agrees, in writing, that this HITECH Act requirement is not feasible with respect to particular PHI or EPHI, Business Associate shall secure all PHI and EPHI by utilizing a technology standard or methodology that renders PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance, as further amended in the future, issued by the Secretary of the Department of Health and Human Services (the "Secretary") specifying the technologies and methodologies that render PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

(f) Except as otherwise allowed in this Agreement and the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or EPHI of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization, including a specification of whether the PHI or EPHI can be further exchanged for remuneration by the receiving party.

(g) Except as otherwise provided in the HIPAA Rules, the Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a product or service that encourages the recipient to purchase or use the product or service.

(h) The Business Associate will report to Covered Entity's Privacy and/or Security Official, within five (5) business days, any Use or Disclosure of PHI and EPHI not provided for by this Agreement. Business Associate shall conduct and document a risk assessment, in accordance with the HIPAA Rules, of such unauthorized Use or Disclosure and provide Covered Entity with a copy of such risk assessment—upon Covered Entity's request. In the event Business Associate concludes the unauthorized Use or Disclosure constitutes a Breach of Unsecured Protected Health Information, Business Associate shall provide to Covered Entity the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, Used, acquired, or Disclosed during such Breach, as well as such other information required by the HIPAA Rules. A Breach shall be treated as discovered by the Business Associate as of the first day on which—such Breach is known to such Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of—the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(i) Covered Entity, in its sole and absolute, but reasonable, discretion, may elect to delegate to Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such a delegation, Business Associate shall perform such notifications at Business Associate's sole cost and expense, and—in compliance with all applicable requirements,

including the HIPAA Rules. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such Breach notification that Business Associate provides to Individuals. The parties agree that Business Associate's obligation in this Section 4 (i) apply only to provide notifications that are required under the HIPAA Rules.

(j) The Business Associate will respond to a request for, -changes in, or a revocation of, permission by an Individual to restrict the Business Associate's Use or Disclosure of PHI or EPHI, in a timely manner in accordance with the HIPAA Rules, and to make changes to Business Associate's procedures to the extent that such request, if approved, may affect Business Associate's Use or Disclosure of PHI or EPHI. Business Associate will monitor compliance with these requests for restrictions in accordance with the HIPAA Rules.

(k) The Business Associate will Use, Disclose, or request PHI or EPHI, only if it limits such PHI or EPHI, to the extent practicable, to a Limited Data Set, or, if needed by the entity, to the Minimum Necessary to accomplish the intended purposes of such Use, Disclosure, or request. In the case of the Disclosure of PHI or EPHI, the Business Associate, in conjunction with the Covered Entity, shall determine what constitutes the Minimum Necessary to accomplish the intended purposes of such Disclosure.

(l) The Business Associate recognizes that civil and criminal penalties for a violation of the HIPAA Rules, as such violation is detailed in this Agreement, shall apply to the Business Associate with respect to such violation in the same manner as such penalties apply to the Covered Entity.

(m) The Business Associate will comply with any periodic audit request initiated by the Secretary to ensure that Business Associate is complying with the HIPAA Rules.

(n) The Business Associate will not acquire any title or rights to the PHI or EPHI, including any de-identified information, as a result of this Agreement.

(o) The Business Associate will immediately report to the Covered Entity any Use or Disclosure of the PHI and EPHI that is not permitted under the terms of this Agreement, provided -that the Business Associate becomes aware of such improper Use or Disclosure. The Business Associate will also immediately report to the Covered Entity any Security Incident of which it becomes aware.

## 5. Access to Information

(a) The Business Associate will make its internal books and records relating to the Use and Disclosure of PHI and EPHI available to the Secretary, for the purpose of the Secretary determining whether the Covered Entity has complied with the HIPAA Rules, at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(b) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the PHI and EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(c) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity, or as directed by the Covered Entity, so that the Covered Entity can amend the PHI and EPHI as required under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity. The Business Associate will also make any amendment to the PHI and EPHI that is requested by the Covered Entity as a result of the Individual having requested such an amendment.

(d) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, in order for the Covered Entity to provide an accounting of Disclosures which it is required to do under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and manner designated by the Covered Entity.

## 6. Mitigation

The Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI and EPHI by the Business Associate in violation of the terms of this Agreement.

## 7. Indemnification

Each Party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and the other party's employees, directors, officers, Subcontractors, agents, or members of its workforce (each of the foregoing referred to as an "Indemnified Party") during the term of this Agreement and subsequent to its termination, from and against all claims, damage, losses, liabilities, fines, penalties, costs or expenses including, but not limited to, expenses associated with State and/or Federal Breach notification requirements and reasonable attorneys' fees (collectively, "Losses") suffered by an Indemnified Party that arises from, or is connected with, any act or omission by the Indemnifying Party or the Indemnifying Party's employees, agents, Subcontractors or representatives that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of any term or condition of this Agreement, (ii) negligence or misconduct, and/or (iii) a violation of the HIPAA Rules. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

## 8. Termination

(a) The Underlying Agreement may be terminated by the Covered Entity- if the Covered Entity determines that the Business Associate has materially breached its obligation(s) under this Agreement. If termination is not a feasible remedy for the Covered

Entity, the Covered Entity may report the breach by the Business Associate to the Secretary.

(b) Upon termination or expiration of this Agreement for any reason, Business Associate, with respect to PHI and EPHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1) Retain only that PHI and EPHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI and EPHI that the Business Associate still maintains in any form;

3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to PHI and EPHI to prevent Use or Disclosure of PHI and EPHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

4) Not Use or Disclose the PHI or EPHI retained by Business Associate other than for the purposes for which such PHI and EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination; and

5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI and EPHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and EPHI and limit further Uses and Disclosures to those purposes that make the return or the destruction of the PHI and EPHI not feasible.

(c) Survival. The obligations of Business Associate under this Section shall survive the expiration or termination of this Agreement.

## 9. Miscellaneous

The following provisions shall apply to this Agreement:

(a) All capitalized and other terms used but not otherwise defined in this Agreement shall have the same meaning as those terms contained in the HIPAA Rules.

(b) The paragraph headings contained -in this Agreement -have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(c) Several copies of this Agreement may be executed by the parties, each of

which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.

(d) The parties will take such action as is necessary to amend –or further amend, as the case may be, this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the HIPAA Rules, as further amended in the future. Any ambiguity or inconsistency in this Agreement shall be resolved to permit the parties to comply with the requirements of the HIPAA Rules.

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

#### 10. Failure of Performance

If either party to this Agreement fails in the due performance of any of its obligations under the terms of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

#### 11. Notices

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

#### 12. Construction

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement.



(b) This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement. Any provisions of this Agreement which by their terms are intended to survive the termination or expiration of this Agreement shall so survive.

13. Applicable Law; Jurisdiction; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

14. Binding Effect

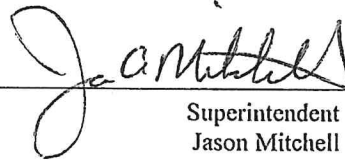
This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

IN WITNESS WHEREOF, we have signed this Business Associate Agreement.



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Chief Executive Officer  
Michael Leary



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Superintendent  
Jason Mitchell





**mosaic health**  
Community Dentistry

## Memorandum of Understanding

Memorandum of Understanding made and entered into this 8<sup>th</sup> day of September, 2022 by and between the **Madison Central School District**, (hereinafter referred to as “**District**”) and **Mosaic Health**, (hereinafter referred to as “**Mosaic Health**” or “**Community Dentistry**”) located at 1 S. Washington St. Suite 300 Rochester, NY 14614 on behalf of Mosaic Health Community Dentistry for the provision of dental services to all school aged children in the District at a school-based dental clinic established pursuant to Education Law Section 414(1)(j) located at **Madison Central School (6-12)** (hereinafter referred to as “**School**”) located at 7303 US-20, Madison, NY 13402.

Whereas Community Dentistry, as a provider of New York State School Based Health Dental Services, agrees to provide dental services to students of the **School** through a portable program and has students who may benefit from such services,

Now therefore, it is agreed as follows:

- I. The School agrees to provide the following support to Community Dentistry staff and shall identify such services on **Attachment A**:
  - A. **FACILITIES: (Room must be at least 8 X 10 with a sink within 50’ of designated room)**
    - i. Space for Community Dentistry not needed by the District as determined by resolution of its Board of Education that **includes room** for the following and as documented on school Blue Print/ Floor Plan (SEE SAMPLE MAP):
      - a. Dental Chair
      - b. Dental operatory room, sterilization set-up and c.
      - c. Computers
    - ii. Sink with running hot water and
    - iii. Use of internet services
  - B. **EQUIPMENT AND SUPPLIES:**
    - i. The availability of telephone usage for contacting staff, parents and other community dental personnel and
    - ii. At least **one desk and 2 chairs** for Community Dentistry staff
  - C. **EMERGENCIES:**
    - i. System to notify the Community Dentistry site manager in the event of school closures or a declared emergency situation
  - D. **PROGRAMMATIC COMPONENTS:**
    - i. Appoint a **liaison** as the School contact person
    - ii. Provide assistance with:

- I
- a. [Intentionally Omitted]
  - b. [Intentionally Omitted]
  - c. Accommodating parental/guardian presence during dental services (if parents/guardians request to be present)
  - d. Allow Community Dentistry Social Work Navigator to reach out to parents for scheduling of parents or guardians to meet on school premises in a confidential location so that they may assist them with an application for government insurance programs, Mosaic Health's Sliding Fee Discount Program and other applicable social programs.
  - e. Assist the Community Dentistry staff to reach out to parents for rescheduling and follow-up of broken or missed appointments due to illness, classroom testing etc.
  - f. Marketing the program and availability of dental services as follows:
    - i. Distributing mutually agreed upon communication and application materials.
    - ii. Allowing the Community Dentistry program, the option to use the automated school phone systems for reminders and announcements of Community Dentistry visits.
    - iii. Implementing joint health education workshops/health fairs.

II. Community Dentistry agrees to provide the following dental support services:

**A. PRIMARY AND PREVENTIVE DENTAL HEALTH SERVICES:**

- i. For school-age children in accordance with dental health guidelines and Education Law Section 414(1)(j). Pursuant to Education Law Section 414(2), Mosaic Health shall not restrict access to services because a child does not attend a District school, or because such child is not attending the District school which is sponsoring such use or on which grounds the use is to occur.
- ii. Working with the School nurse as appropriate under NYS Education, NYS Health and the HITECH Privacy Act.
- iii. Submitting a list of students to be seen which includes scheduling students and providing the student's schedule to the District staff at least three school days in advance of the scheduled site visit.
- iv. Collecting materials such as the informed parental consent, program enrollment paperwork and delivering to the District staff at least three school days in advance of the scheduled site visit.
- v. To the extent applicable to the operation of Mosaic Health's portable dental program, Mosaic Health shall comply with the service requirements set forth in Department of Health guidance incorporated herein as Addendum "D".
- vi. Mosaic Health agrees, to the extent required by law, that all individuals providing services under this Memorandum of Understanding who are reasonably expected to have direct, in-person face-to-face communication or interaction with the District's students on the District's premises for more than five (5) days during the school year will, prior to providing services pursuant to this Memorandum of Understanding, submit fingerprints, and cooperate and comply fully with the required criminal background check and criminal clearance process through the New York State Education Department (NYSED), as set forth in the New York Education Law and regulations of the Commissioner of Education and other applicable law. Mosaic Health will directly pay or reimburse the District for all applicable fingerprinting and criminal clearance costs and fees.
- vii. Mosaic Health shall reimburse District for all expenses incurred by the District arising from or relating to any damage that Mosaic Health or its personnel directly cause to such space. Mosaic Health shall pay undisputed expenses within 30 days' receipt of an invoice from the District.

viii. Mosaic Health warrants that the portable dental program established pursuant to this Memorandum of Understanding is a program licensed by the department of health pursuant to article twenty-eight of the public health law. Mosaic Health shall comply with all legal requirements applicable to this Memorandum of Understanding, including but not limited to applicable state and federal laws and regulations. Mosaic Health shall implement practices and protocols consistent with policies, procedures, and guidelines from the District, New York Department of Health, CDC and applicable legal requirements relating to the COVID-19 pandemic.

**B. REFERRAL AND FOLLOW-UP:**

i. For needed dental care identified during dental visits.

**C. HEALTH EDUCATION:**

i. Offered for parents and school staff in cooperation with the school.

**D. SPECIALIZED SERVICES:**

i. Ensuring ongoing coordination of care to assist students and families.

**E. FIRST AID AND EMERGENCY CARE:**

i. Available to all students in the school by trained and certified Community Dentistry staff.

**F. ADHERENCE TO RELEVANT DISTRICT AND SCHOOL POLICIES/PROCEDURES**

i. To assure the safety of Community Dentistry staff and students.

**G. REFERRAL TO AN MOSAIC HEALTH FACILITY AS A SOURCE OF CARE:**

i. Services to assure continuity of care are available to students enrolled in the program (24 hours a day, 7 days a week) either for in-person care or by phone through one of our Community Health Centers (CHC) at:

**Mosaic Health Rushville**  
2 Rubin Drive  
Rushville, NY 14544  
585-554-4400

**Mosaic Health Mt. Morris**  
1 Murray Hill Drive  
Building #1, Room 140  
Mount Morris, NY 14510  
585-243-7840

**Mosaic Health Lyons**  
1519 Nye Road  
Lyons, NY 14489  
315-871-3178

**Mosaic Health Utica Dental**  
3 Parkside Court Bldg. 1  
Utica, NY 13501  
315-927-0000

**III. TERMS OF AGREEMENT-** This agreement shall be automatically renewed for one-year terms upon the anniversary date of full execution. This agreement shall only be modified in writing by mutual agreement of both parties. This agreement is subject to changes in statutory regulation or compliance with local, state and federal law. This agreement may be terminated upon thirty (30) days' written notice from either party.

**IV. PAYMENT -** In accordance with Education Law Section 414(1)(j), the cost of providing dental services under this Memorandum of Understanding shall not be a charge upon the District, and shall be paid from federal, state or other local funds available for such purpose. To the extent required by law, building space used for such program shall be excluded from the rated capacity of the school building for the purpose of computing building aid pursuant to Education Law Section 3602.

V. **CONFIDENTIALITY** – Mosaic Health acknowledges and agrees that, in the course of providing services under this Memorandum of Understanding, Mosaic Health staff may obtain confidential information and records about the District, including, but not limited to, information about students. Mosaic Health agrees that it shall comply with all applicable laws, including the Family Education Rights and Privacy Act (“FERPA”), the Individuals with Disabilities Education Act (“IDEA”) and the New York State Education Law, and the Health Insurance Portability and Accountability Act (“HIPAA”). The Parties agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Memorandum of Understanding. NY Education law and regulations require that a third-party contractor that receives personally identifiable student, teacher, and/or principal data from a school district must meet certain data security standards and incorporate certain language into any written agreement between the contractor and a school district. The law requires that every agreement between a school district and a third-party contractor receiving student, teacher and/or principal data must include as attachments the following documents:

- Addendum A: Madison CSD’s Parents’ Bill of Rights for Data Privacy and Security
- Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
- Addendum C: Third-Party Data Security and Privacy Plan

These addenda attached hereto shall be incorporated into the Memorandum of Understanding and shall supersede any inconsistent provisions in the Memorandum of Understanding. The parties acknowledge that Community Dentistry is a HIPAA Covered Entity and, as such, is required to maintain the confidentiality of patient information obtained in providing services hereunder, and to retain records relating to same for purposes of compliance with Community Dentistry’s legal obligations.

VI. **INDEMNIFICATION** – Pursuant to Education Law Section 414(1)(j), this Memorandum of Understanding shall not be construed to justify a cause of action for damages against the District by reason of acts of negligence or misconduct by the Mosaic Health and/or Mosaic Health’s officers or employees. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party’s failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage

VII. **INDEPENDENT CONTRACTOR STATUS** – No agent or employee of either Party shall be deemed an agent or employee of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees. Mosaic Health, for the purposes of carrying out its respective duties and responsibilities under this Memorandum of Understanding, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Memorandum of Understanding. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Memorandum of Understanding or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

## VI. MISCELLANEOUS PROVISIONS

- A. This Memorandum of Understanding shall be governed by the laws of the State of New York without regard to its conflict of law principles. The venue for any legal action or proceeding to interpret or enforce this Memorandum of Understanding shall be in the courts situated in Oneida County, New York.
- B. If any provision of this Memorandum of Understanding shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- C. This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.
- D. Neither party may assign this Memorandum of Understanding without the express written consent of the other. Mosaic Health shall not delegate the duties imposed by this Memorandum of Understanding by subcontract or otherwise without the prior written consent of District, which District is under no obligation whatsoever to give. Any attempt to assign this Memorandum of Understanding or to delegate or subcontract the duties hereunder without such written consent shall be void.
- E. The waiver of a breach of any provision of this Memorandum of Understanding by either party shall not operate or be construed as a waiver of any subsequent breach.
- F. Unless otherwise specified, notices or consents required to be given by either party to the other under this Memorandum of Understanding shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.
- G. Neither Mosaic Health nor District is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the other unless provided in this Memorandum of Understanding or specifically authorized by the party which would be responsible for the obligation.
- H. All provisions of this Memorandum of Understanding that by their terms require performance by one or both parties following the expiration or other termination of this Memorandum of Understanding shall survive such expiration or termination.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

**Mosaic Health**

BY:   
Chief Executive Officer – Michael Leary

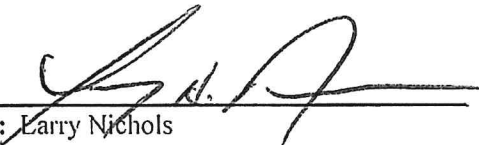
DATE: 09/08/2022

Madison Central School (6-12)  
School Name

Madison Central School District  
School District Name

BY:   
Superintendent: Jason Mitchell

DATE: 9/20/22

BY:   
Principal: Larry Nichols

DATE: 9/26/2022

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Community Dentistry MOU Updated



**The following documents must be included for site approval. Please email signed copy (in color) to:**

Sherilee Callahan -Finger Lakes Region  
[scallahan@mosaichealth.org](mailto:scallahan@mosaichealth.org)

Kara Sweet- Mohawk Valley Region  
[ksweet@mosaichealth.org](mailto:ksweet@mosaichealth.org)

- **One** original copy (The School is to keep a copy)
- A signed Business Associates Agreement
- A copy of the school districts \*Certificate of Liability (*\*To be sent to Mosaic Health on an Annual Basis via mail or e-mail to [ksweet@mosaichealth.org](mailto:ksweet@mosaichealth.org)*)
- Addendum A: School district's: Districts Parent's Bill of Rights for Privacy and Security
- Addendum B: School district's: Parent's Bill of Rights-Supplemental Information Addendum
- Completed Attachment A
- Completed Table E (Fill out high-lighted areas only)
- Submit a Floor Plan: See sample for requirements needed for approval by NYS DOH.

**\*\*\*PLEASE NOTE: Room must be at least 8' X 10'(80 sq. ft.)**

**ATTACHMENT A - SCHOOL SERVICES:**

**Madison Central School (6-12)**

**School/Site**

The School agrees to provide the following services:

**FACILITIES, EQUIPMENT AND SUPPLIES:**

The following space has been identified for Community Dentistry staff usage and houses the needed equipment and supplies:

This space includes room for portable Dental Chair, Sterilization set-up, Computers. This room shall include a sink with running hot water, internet access, a desk and chair for Community Dentistry staff members.

**INTERNET SERVICES:**

Mosaic Health uses an electronic health record and will need Internet and our devices white-listed by your IT Department.

School has internet services available. (Please select one):

Wireless

Wired

There are no Internet services available

Name: KURT PEAVEY E-Mail: KPEAVEY@med.srcentralny.org Phone: 315-893-1878  
(School/District's IT Department Contact Information)

**PROGRAMMATIC COMPONENTS:**

The School appoints the following liaison(s) as our team's School contact(s). The liaison, who is typically the school nurse or someone in the main office, will assist with handing out program forms to obtain informed parental consent for enrollment and will submit paperwork to Community Dentistry staff at least two school days in advance of the previously scheduled visit. The liaison may also coordinate our team's dental health presentations and assist with communicating the program's dental services through the school's website, newsletter, or other means of getting information to parents.

<u>LINDSAY GALLAGHER</u>	<u>315-893-1878</u>	<u>lgallagher@Madisoncentralny.org</u>
Liaison's Name	Phone Number	Email Address

_____	_____	_____
Liaison's Name	Phone Number	Email Address

**EMERGENCIES:**

*In the event of a school closure or declared emergency the school will alert the Community Dentistry*

*Director as follows:*

*Sherilee Callahan, Director of Oral Health Services-Finger Lakes Cell: 585-474-2283 or e-mail:*

*scallahan@mosaichealth.org*

*Kara Sweet, Director of Oral Health-Mohawk Valley Cell: 315-570-5629 or e-mail:*

*ksweet@mosaichealth.org*

**Table E**

**SITE-SPECIFIC INFORMATION**

**SITE NAME:**Madison Central School (6-12)  
[complete one table for each service site]

Please complete the School Characteristics Table and the Racial/Ethnic Distribution part of the School Population.

<b>SCHOOL CHARACTERISTICS</b>			
Total school student population		SBHC on site – yes or no	NO
Grade levels	6-12	Total students enrolled in SBHC	-
Percent of students eligible for free/reduced price lunch program	52%	Summer Program – yes or no	YES

<b>SCHOOL POPULATION</b>			
<b>Insurance Status Estimates</b>	<b>%</b>	<b>Racial/Ethnic Distribution</b>	<b>%</b>
Medicaid Fee-for-Service	7	White, non-Hispanic, non-Asian	98 %
Medicaid Managed Care	71	Black, non-Hispanic	>1 %
Child Health Plus	3	Hispanic	>1 %
Other 3 <sup>rd</sup> party fee-for service	5	Southeast Asian/Pacific Islander	>1 %
Other 3 <sup>rd</sup> party managed care	4	Native American	0 %
Uninsured	11	Bi-racial	>1 %
		Unknown	0 %

<b>TYPES OF DENTAL SERVICES AND WHERE PROVIDED</b>					
<b>Preventive Dental Care</b>	<b>on-site</b>	<b>referral</b>	<b>Dental Treatment</b>	<b>on-site</b>	<b>referral</b>
Comprehensive Oral Exam	x		Restoration		x
X-Rays	x		Extractions		x
Oral Prophylaxis	x		Specialty Care (specify)		
Fluoride	x		<b>Ortho</b>		X
Sealant	x		<b>Operating Room</b>		X
Other (specify)			<b>Oral Surgery</b>		X

<b>Article 28 or Back-Up Facility:</b> Mosaic Health Sites located in Mount Morris, Lyons, Rushville, & Utica After hours on-call services provided	Distance from SBHC-D site:  <b>21.3 Miles</b>
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<b>STAFFING PATTERN BY NUMBER OF HOURS WORKED</b>											
<b>Dental Program Direct Services Staff</b>	<b>Monday</b>		<b>Tuesday</b>		<b>Wednesday</b>		<b>Thursday</b>		<b>Friday</b>		<b>Total Hours Worked</b>
	time worked		time worked		time worked		time worked		time worked		
	from	to	from	to	from	to	from	to	from	To	
Dentists (2)*Health Center			9:00	3:00	7:00	5:00	9:00	3:00			57
Hygienists (4)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
DA's (4)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
<u>Others (list):</u> CHW's (2)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
Directors (2)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
<b># of hours a wk. worked - All staff</b>											<b>697</b>

## ADDENDUM A

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

The Madison Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law. To further these goals, the Madison Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

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

## ADDENDUM B

### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Mosaic Health (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Madison Central School District (the “District”) commencing and expiring on the dates set forth therein (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the District in the format in which it was received by Contractor and/or destroyed by the Contractor as directed by the District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the District in a Contractor’s product and/or service by following the District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by District in Contractor’s product and/or service by following the appeal procedure in the District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the District will be stored on the District’s computer network. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

ADDENDUM C

MOSAIC HEALTH DATA SECURITY AND PRIVACY PLAN

[Attached PDF]

## DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Madison Central School District (hereinafter "School District") and Mosaic Health (hereinafter "Contractor") entered into an agreement dated September 8, 2022 (hereinafter "Agreement") for school-based dental health clinic services (hereinafter "Services").

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

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

Contractor maintains policies and procedures to fulfill requirements under the Health Insurance Portability and Accessibility Act (HIPAA) and all applicable New York State health information data security laws and regulations.

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

Contractor maintains policies and procedures to fulfill requirements under the Health Insurance Portability and Accessibility Act (HIPAA) and all applicable New York State health information data security laws and regulations.

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

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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

*Specify date of each training*

Contractor requires that all staff receive training on all legal requirements concerning data security and protection upon hiring and annually thereafter. All staff are continually within one year's time span of their last previous training on this topic.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

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

*Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Contractor maintains policies and procedures governing identification of breaches of protected health information (PHI), notification of governing authorities and affected parties, remediation to the extent possible for such breaches, and ongoing monitoring, including:  
 HM03-18\_Accounting for Disclosures of PHI  
 HM03-04.CC03-04\_Safeguarding and Storing Protected Health Information  
 HM03-02.CC03-02\_Minimum Necessary Uses and Disclosure of PHI  
 HM02-01.S02-01\_Health Information Management Policy  
 HM01-47.CL01-47\_Confidentiality of Patient Health Records  
 HM01-02.P02.IS01-02-P02\_Transportation of PHI

7. Termination of Agreement.

- a. Within 60 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession



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

**IN WITNESS WHEREOF**, the Contractor hereto has executed this Data Security and Privacy Plan as of September 8, 2022

CONTRACTOR:

*Michael Leary*

By: Michael Leary

Title: President and Chief Executive Officer

ADDENDUM D

NEW YORK DEPARTMENT OF HEALTH

PRINCIPLES AND GUIDELINES FOR SCHOOL BASED HEALTH CENTERS IN NEW YORK STATE

[Attached PDF]

## Memorandum of Understanding

**Memorandum of Understanding** made and entered into this 8<sup>th</sup> day of September, 2022 by and between the **Madison Central School District**, (hereinafter referred to as “**District**”) and **Mosaic Health**, (hereinafter referred to as “**Mosaic Health**” or “**Community Dentistry**”) located at 1 S. Washington St. Suite 300 Rochester, NY 14614 on behalf of Mosaic Health Community Dentistry for the provision of dental services to all school aged children in the District at a school-based dental clinic established pursuant to Education Law Section 414(1)(j) located at **Madison Central School (PK-5)** (hereinafter referred to as “**School**”) located at 7303 US-20, Madison, NY 13402.

**Whereas** Community Dentistry, as a provider of New York State School Based Health Dental Services, agrees to provide dental services to students of the **School** through a portable program and has students who may benefit from such services,

**Now therefore**, it is agreed as follows:

- I. The School agrees to provide the following support to Community Dentistry staff and shall identify such services on **Attachment A**:
  - A. **FACILITIES: (Room must be at least 8 X 10 with a sink within 50’ of designated room)**
    - i. Space for Community Dentistry not needed by the District as determined by resolution of its Board of Education that **includes room** for the following and as documented on school Blue Print/ Floor Plan (SEE SAMPLE MAP):
      - a. Dental Chair
      - b. Dental operatory room, sterilization set-up and c.
      - c. Computers
    - ii. Sink with running hot water and
    - iii. Use of internet services
  - B. **EQUIPMENT AND SUPPLIES:**
    - i. The availability of telephone usage for contacting staff, parents and other community dental personnel and
    - ii. At least **one desk and 2 chairs** for Community Dentistry staff
  - C. **EMERGENCIES:**
    - i. System to notify the Community Dentistry site manager in the event of school closures or a declared emergency situation
  - D. **PROGRAMMATIC COMPONENTS:**
    - i. Appoint a **liaison** as the School contact person
    - ii. Provide assistance with:

- a. [Intentionally Omitted]
- b. [Intentionally Omitted]
- c. Accommodating parental/guardian presence during dental services (if parents/guardians request to be present)
- d. Allow Community Dentistry Social Work Navigator to reach out to parents for scheduling of parents or guardians to meet on school premises in a confidential location so that they may assist them with an application for government insurance programs, Mosaic Health's Sliding Fee Discount Program and other applicable social programs.
- e. Assist the Community Dentistry staff to reach out to parents for rescheduling and follow-up of broken or missed appointments due to illness, classroom testing etc.
- f. Marketing the program and availability of dental services as follows:
  - i. Distributing mutually agreed upon communication and application materials.
  - ii. Allowing the Community Dentistry program, the option to use the automated school phone systems for reminders and announcements of Community Dentistry visits.
  - iii. Implementing joint health education workshops/health fairs.

II. Community Dentistry agrees to provide the following dental support services:

**A. PRIMARY AND PREVENTIVE DENTAL HEALTH SERVICES:**

- i. For school-age children in accordance with dental health guidelines and Education Law Section 414(1)(j). Pursuant to Education Law Section 414(2), Mosaic Health shall not restrict access to services because a child does not attend a District school, or because such child is not attending the District school which is sponsoring such use or on which grounds the use is to occur.
- ii. Working with the School nurse as appropriate under NYS Education, NYS Health and the HITECH Privacy Act.
- iii. Submitting a list of students to be seen which includes scheduling students and providing the student's schedule to the District staff at least three school days in advance of the scheduled site visit.
- iv. Collecting materials such as the informed parental consent, program enrollment paperwork and delivering to the District staff at least three school days in advance of the scheduled site visit.
- v. To the extent applicable to the operation of Mosaic Health's portable dental program, Mosaic Health shall comply with the service requirements set forth in Department of Health guidance incorporated herein as Addendum "D".
- vi. Mosaic Health agrees, to the extent required by law, that all individuals providing services under this Memorandum of Understanding who are reasonably expected to have direct, in-person face-to-face communication or interaction with the District's students on the District's premises for more than five (5) days during the school year will, prior to providing services pursuant to this Memorandum of Understanding, submit fingerprints, and cooperate and comply fully with the required criminal background check and criminal clearance process through the New York State Education Department (NYSED), as set forth in the New York Education Law and regulations of the Commissioner of Education and other applicable law. Mosaic Health will directly pay or reimburse the District for all applicable fingerprinting and criminal clearance costs and fees.
- vii. Mosaic Health shall reimburse District for all expenses incurred by the District arising from or relating to any damage that Mosaic Health or its personnel directly cause to such space. Mosaic Health shall pay undisputed expenses within 30 days' receipt of an invoice from the District.

viii. Mosaic Health warrants that the portable dental program established pursuant to this Memorandum of Understanding is a program licensed by the department of health pursuant to article twenty-eight of the public health law. Mosaic Health shall comply with all legal requirements applicable to this Memorandum of Understanding, including but not limited to applicable state and federal laws and regulations. Mosaic Health shall implement practices and protocols consistent with policies, procedures, and guidelines from the District, New York Department of Health, CDC and applicable legal requirements relating to the COVID-19 pandemic.

**B. REFERRAL AND FOLLOW-UP:**

i. For needed dental care identified during dental visits.

**C. HEALTH EDUCATION:**

i. Offered for parents and school staff in cooperation with the school.

**D. SPECIALIZED SERVICES:**

i. Ensuring ongoing coordination of care to assist students and families.

**E. FIRST AID AND EMERGENCY CARE:**

i. Available to all students in the school by trained and certified Community Dentistry staff.

**F. ADHERENCE TO RELEVANT DISTRICT AND SCHOOL POLICIES/PROCEDURES**

i. To assure the safety of Community Dentistry staff and students.

**G. REFERRAL TO AN MOSAIC HEALTH FACILITY AS A SOURCE OF CARE:**

i. Services to assure continuity of care are available to students enrolled in the program (24 hours a day, 7 days a week) either for in-person care or by phone through one of our Community Health Centers (CHC) at:

Mosaic Health Rushville  
2 Rubin Drive  
Rushville, NY 14544  
585-554-4400

Mosaic Health Mt. Morris  
1 Murray Hill Drive  
Building #1, Room 140  
Mount Morris, NY 14510  
585-243-7840

Mosaic Health Lyons  
1519 Nye Road  
Lyons, NY 14489  
315-871-3178

Mosaic Health Utica Dental  
3 Parkside Court Bldg. 1  
Utica, NY 13501  
315-927-0000

**III. TERMS OF AGREEMENT-** This agreement shall be automatically renewed for one-year terms upon the anniversary date of full execution. This agreement shall only be modified in writing by mutual agreement of both parties. This agreement is subject to changes in statutory regulation or compliance with local, state and federal law. This agreement may be terminated upon thirty (30) days' written notice from either party.

**IV. PAYMENT -** In accordance with Education Law Section 414(1)(j), the cost of providing dental services under this Memorandum of Understanding shall not be a charge upon the District, and shall be paid from federal, state or other local funds available for such purpose. To the extent required by law, building space used for such program shall be excluded from the rated capacity of the school building for the purpose of computing building aid pursuant to Education Law Section 3602.

V. **CONFIDENTIALITY** – Mosaic Health acknowledges and agrees that, in the course of providing services under this Memorandum of Understanding, Mosaic Health staff may obtain confidential information and records about the District, including, but not limited to, information about students. Mosaic Health agrees that it shall comply with all applicable laws, including the Family Education Rights and Privacy Act (“FERPA”), the Individuals with Disabilities Education Act (“IDEA”) and the New York State Education Law, and the Health Insurance Portability and Accountability Act (“HIPAA”). The Parties agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Memorandum of Understanding. NY Education law and regulations require that a third-party contractor that receives personally identifiable student, teacher, and/or principal data from a school district must meet certain data security standards and incorporate certain language into any written agreement between the contractor and a school district. The law requires that every agreement between a school district and a third-party contractor receiving student, teacher and/or principal data must include as attachments the following documents:

- Addendum A: Madison CSD’s Parents’ Bill of Rights for Data Privacy and Security
- Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
- Addendum C: Third-Party Data Security and Privacy Plan

These addenda attached hereto shall be incorporated into the Memorandum of Understanding and shall supersede any inconsistent provisions in the Memorandum of Understanding. The parties acknowledge that Community Dentistry is a HIPAA Covered Entity and, as such, is required to maintain the confidentiality of patient information obtained in providing services hereunder, and to retain records relating to same for purposes of compliance with Community Dentistry’s legal obligations.

VI. **INDEMNIFICATION** – Pursuant to Education Law Section 414(1)(j), this Memorandum of Understanding shall not be construed to justify a cause of action for damages against the District by reason of acts of negligence or misconduct by the Mosaic Health and/or Mosaic Health’s officers or employees. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party’s failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage

VII. **INDEPENDENT CONTRACTOR STATUS** – No agent or employee of either Party shall be deemed an agent or employee of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees. Mosaic Health, for the purposes of carrying out its respective duties and responsibilities under this Memorandum of Understanding, shall be and perform at all times as an independent contractor. Neither Party will be under the direction or supervision of the other in the performance of its duties under this Memorandum of Understanding. Nothing herein shall be construed to create an employer/employee relationship between the Parties or between either Party and the employees or contractors of the other Party. Neither Party nor its employees or contractors shall be eligible for any employee benefits programs of the other Party nor shall they have any claim under this Memorandum of Understanding or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

## VI. MISCELLANEOUS PROVISIONS

- A. This Memorandum of Understanding shall be governed by the laws of the State of New York without regard to its conflict of law principles. The venue for any legal action or proceeding to interpret or enforce this Memorandum of Understanding shall be in the courts situated in Oneida County, New York.
- B. If any provision of this Memorandum of Understanding shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- C. This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.
- D. Neither party may assign this Memorandum of Understanding without the express written consent of the other. Mosaic Health shall not delegate the duties imposed by this Memorandum of Understanding by subcontract or otherwise without the prior written consent of District, which District is under no obligation whatsoever to give. Any attempt to assign this Memorandum of Understanding or to delegate or subcontract the duties hereunder without such written consent shall be void.
- E. The waiver of a breach of any provision of this Memorandum of Understanding by either party shall not operate or be construed as a waiver of any subsequent breach.
- F. Unless otherwise specified, notices or consents required to be given by either party to the other under this Memorandum of Understanding shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.
- G. Neither Mosaic Health nor District is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the other unless provided in this Memorandum of Understanding or specifically authorized by the party which would be responsible for the obligation.
- H. All provisions of this Memorandum of Understanding that by their terms require performance by one or both parties following the expiration or other termination of this Memorandum of Understanding shall survive such expiration or termination.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

**Mosaic Health**

BY: Michael Leary  
Chief Executive Officer – Michael Leary

DATE: 09-12-2022

Madison Central School (PK-5)  
School Name

Madison Central School District  
School District Name

BY: Jason Mitchell  
Superintendent: Jason Mitchell

DATE: 9/20/22

BY: LeeAnn Cucci  
Principal: LeeAnn Cucci

DATE: 9/26/22

Community Dentistry MOU Updated



**The following documents must be included for site approval. Please email signed copy (in color) to:**

Sherilee Callahan -Finger Lakes Region  
[scallahan@mosaichealth.org](mailto:scallahan@mosaichealth.org)

Kara Sweet- Mohawk Valley Region  
[ksweet@mosaichealth.org](mailto:ksweet@mosaichealth.org)

- **One** original copy (The School is to keep a copy)
- A signed Business Associates Agreement
- A copy of the school districts \*Certificate of Liability (*\*To be sent to Mosaic Health on an Annual Basis via mail or e-mail to [ksweet@mosaichealth.org](mailto:ksweet@mosaichealth.org)*)
- **Addendum A:** School district's: Districts Parent's Bill of Rights for Privacy and Security
- **Addendum B:** School district's: Parent's Bill of Rights-Supplemental Information Addendum
- **Completed Attachment A**
- **Completed Table E** (Fill out high-lighted areas only)
- **Submit a Floor Plan:** See sample for requirements needed for approval by NYS DOH.

**\*\*\*PLEASE NOTE: Room must be at least 8' X 10'(80 sq. ft.)**

The School agrees to provide the following services:

**FACILITIES, EQUIPMENT AND SUPPLIES:**

The following space has been identified for Community Dentistry staff usage and houses the needed equipment and supplies:

This space includes room for portable Dental Chair, Sterilization set-up, Computers. This room shall include a sink with running hot water, internet access, a desk and chair for Community Dentistry staff members.

**INTERNET SERVICES:**

Mosaic Health uses an electronic health record and will need Internet and our devices white-listed by your IT Department.

School has internet services available. (Please select one):

Wireless

Wired

There are no Internet services available

Name: KURT PEAVEY E-Mail: kpeavey@madisoncentralny.org Phone: 315-893-1878  
(School/District's IT Department Contact Information)

**PROGRAMMATIC COMPONENTS:**

The School appoints the following liaison(s) as our team's School contact(s). The liaison, who is typically the school nurse or someone in the main office, will assist with handing out program forms to obtain informed parental consent for enrollment and will submit paperwork to Community Dentistry staff at least two school days in advance of the previously scheduled visit. The liaison may also coordinate our team's dental health presentations and assist with communicating the program's dental services through the school's website, newsletter, or other means of getting information to parents.

<u>LINDSAY GALLAGHER</u>	<u>315-893-1878</u>	<u>lgallagher@madisoncentralny.org</u>
Liaison's Name	Phone Number	Email Address

_____	_____	_____
Liaison's Name	Phone Number	Email Address

**EMERGENCIES:**

*In the event of a school closure or declared emergency the school will alert the Community Dentistry Director as follows:*

*Sherilee Callahan, Director of Oral Health Services-Finger Lakes Cell: 585-474-2283 or e-mail: [scallahan@mosaichealth.org](mailto:scallahan@mosaichealth.org)*

*Kara Sweet, Director of Oral Health-Mohawk Valley Cell: 315-570-5629 or e-mail: [ksweet@mosaichealth.org](mailto:ksweet@mosaichealth.org)*

**Table E**

**SITE-SPECIFIC INFORMATION**

**SITE NAME:**Madison Central School (PK-5)  
 [complete one table for each service site]

Please complete the School Characteristics Table and the Racial/Ethnic Distribution part of the School Population.

SCHOOL CHARACTERISTICS			
Total school student population		SBHC on site – yes or no	NO
Grade levels	PK-5	Total students enrolled in SBHC	-
Percent of students eligible for free/reduced price lunch program	52%	Summer Program – yes or no	YES

SCHOOL POPULATION			
Insurance Status Estimates	%	Racial/Ethnic Distribution	%
Medicaid Fee-for-Service	7	White, non-Hispanic, non-Asian	98%
Medicaid Managed Care	71	Black, non-Hispanic	>1%
Child Health Plus	3	Hispanic	1%
Other 3 <sup>rd</sup> party fee-for service	5	Southeast Asian/Pacific Islander	0%
Other 3 <sup>rd</sup> party managed care	4	Native American	0%
Uninsured	11	Bi-racial	0%
		Unknown	0%

TYPES OF DENTAL SERVICES AND WHERE PROVIDED					
Preventive Dental Care	on-site	referral	Dental Treatment	on-site	referral
Comprehensive Oral Exam	x		Restoration		x
X-Rays	x		Extractions		x
Oral Prophylaxis	x		Specialty Care (specify)		
Fluoride	x		Ortho		X
Sealant	x		Operating Room		X
Other (specify)			Oral Surgery		X

<b>Article 28 or Back-Up Facility:</b> Mosaic Health Sites located in Mount Morris, Lyons, Rushville, & Utica After hours on-call services provided	Distance from SBHC-D site:  <u>21.3</u> Miles
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Dental Program Direct Services Staff	STAFFING PATTERN BY NUMBER OF HOURS WORKED										Total Hours Worked
	Monday		Tuesday		Wednesday		Thursday		Friday		
	time worked		time worked		time worked		time worked		time worked		
	from	to	from	to	from	to	from	to	from	To	
Dentists (2)*Health Center			9:00	3:00	7:00	5:00	9:00	3:00			57
Hygienists (4)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
DA's (4)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
Others (list): CHW's (2)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
Directors (2)	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	8:00	4:30	160
# of hours a wk. worked – All staff											697

## ADDENDUM A

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

The Madison Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law. To further these goals, the Madison Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

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

## ADDENDUM B

### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

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

Contractor maintains policies and procedures to fulfill requirements under the Health Insurance Portability and Accessibility Act (HIPAA) and all applicable New York State health information data security laws and regulations.

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

Contractor maintains policies and procedures to fulfill requirements under the Health Insurance Portability and Accessibility Act (HIPAA) and all applicable New York State health information data security laws and regulations.

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

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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

*Specify date of each training*

Contractor requires that all staff receive training on all legal requirements concerning data security and protection upon hiring and annually thereafter. All staff are continually within one year's time span of their last previous training on this topic.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

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

*Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Contractor maintains policies and procedures governing identification of breaches of protected health information (PHI), notification of governing authorities and affected parties, remediation to the extent possible for such breaches, and ongoing monitoring, including:

HM03-18\_Accounting for Disclosures of PHI  
 HM03-04.CC03-04\_Safeguarding and Storing Protected Health Information  
 HM03-02.CC03-02\_Minimum Necessary Uses and Disclosure of PHI  
 HM02-01.S02-01\_Health Information Management Policy  
 HM01-47.CL01-47\_Confidentiality of Patient Health Records  
 HM01-02.P02.IS01-02-P02\_Transportation of PHI

7. Termination of Agreement.

a. Within 60 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession



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

**IN WITNESS WHEREOF**, the Contractor hereto has executed this Data Security and Privacy Plan as of September 8, 2022

CONTRACTOR:

*Michael Leary*

\_\_\_\_\_  
By: Michael Leary

Title: President and Chief Executive Officer

ADDENDUM D

NEW YORK DEPARTMENT OF HEALTH

PRINCIPLES AND GUIDELINES FOR SCHOOL BASED HEALTH CENTERS IN NEW YORK STATE

[Attached PDF]

# Library Book Weeding Rationale

Attached to this document is a list of titles I am requesting to be surplus and then removed from our library's collection. At this point in time, the section that has been weeded is the middle grade chapter books. The goal is to continue to examine other sections during the remainder of the school year and in the future to maintain a relevant collection for students and staff to use.

In making the decision to weed a book, I looked at several factors including:

- The condition (yellow pages, significantly warped)
- The circulation history (some titles have not been checked out in several years)
- The relation to the curriculum
- The timeliness of the book
- Is it a multiple copy title that is no longer popular

In making these decisions, I have examined weeding guidelines through BOCES School Library System and also through professional sources such as School Library Journal to ensure that I could be as thoughtful and methodical as possible.

Nicole Bodner, MCS Librarian

<b>Book Title</b>	<b>Call Number</b>	<b>Barcode</b>
Alfred Hitchcock's Spellbinders in Suspense	ESC HIT	MAHS03847
Alfred Hitchcock's Spellbinders in Suspense	ESC HIT	MAHS04858
Alfred Hitchcock's Monster Museum	ESC HIT	MAHS04868
Giggle Box Funny Stories for Boys and Girls	ESC FEN	MAHS03853
The Animal Storybook	ESC FRA	MAHS03859
Walt Disney's Stories from Other Lands	ESC DIS	MAHS03851
Walt Disney's Stories from Other Lands	ESC DIS	MAHS03836
Stories from Dickens	ESC DIC	MAHS03846
The Snow Parlor and other bedtime stories	ESC COA	MAHS03842
Told Under the Christmas Tree Favorite Christmas Stories	ESC CAV	MAHS03835
Bedtime Stories	ESC BUR	MAHS03860
The Best Christmas Stories Ever	ESC BES	MAHS03834
The Big book of Favorite Horse Stories	ESC BRA	MAHS03852
The Wonderful Worlds of Walt Disney America	ESC DIS	MAHS03856
The Wonderful Worlds of Walt Disney America	ESC DIS	MAHS03855
Stories from other Lands	ESC DIS	MAHS03843
Animal Tales	ESC DUP	MAHS03861
The Adventure of Captain William Walrus	ESC DUP	MAHS03862
Sweet Dreams The Bedtime Story Book	ESC SUM	MAHS03858
The Golden Treasury of Animal Stories and Poems	ESC UNT	MAHS03838
A-Haunting We Will Go	ESC HOP	MAHS03845
The Wishing Penny and other Fantasy Stories	ESC WIS	MAHS03854
Chalres Tazcwell's Littlest Stories	ESC TAZ	MAHS03864
Just So Stories	ESC KIP	MAHS04257
Favorite Just So Stories	ESC KIP	MAHS04258
Tenggren's Pirates, Ships, and Sailors	ESC JAC	MAHS03863
The Around the Year Storybook	ESC JAC	MAHS03865
The Clue in the Crumbling Wall	EFIC KEE	MAHS04903
The Invisible Intruder	EFIC KEE	MAHS04941
Mystery of Crocodile Island	EFIC KEE	MAHS04919
The Strange Message in the Parchment	EFIC KEE	MAHS04942
The Clue of the Leaning Chimney	EFIC KEE	MAHS04927
The Spider Sapphire Mystery	EFIC KEE	MAHS04940
The Mysterious Mannequin	EFIC KEE	MAHS04917
The Kachina Doll Mystery	EFIC KEE	MAHS04900
The Clue in the Old Stagecoach	EFIC KEE	MAHS04934
The Secret of the Wooden Lady	EFIC KEE	MAHS04929
The Broken Anchor	EFIC KEE	MAHS04892
The Elusive Heiress	EFIC KEE	MAHS04899
The Message in the Hollow Oak	EFIC KEE	MAHS04886
The Secret of the Forgotten City	EFIC KEE	MAHS04885
The Clue in the Crossword Cipher	EFIC KEE	MAHS04915

The Secret of the Red Gate Farm	EFIC KEE	MAHS04912
The Secret of the Old Clock	EFIC KEE	MAHS04921
The Phantom of Pine Hill	EFIC KEE	MAHS04939
The Double Jinx Mystery	EFIC KEE	MAHS04883
The Mystery of the Ivory Charm	EFIC KEE	MAHS04890
The Clue in the Diary	EFIC KEE	MAHS04910
Captive Witness	EFIC KEE	MAHS04901
The Thirteenth Pearl	EFIC KEE	MAHS04922
The Sky Phantom	EFIC KEE	MAHS04896
The Mystery of the Fire Dragon	EFIC KEE	MAHS04936
Mystery of the Glowing Eye	EFIC KEE	MAHS04884
The Clue of the Black Keys	EFIC KEE	MAHS04913
Mystery of the Ski Jump	EFIC KEE	MAHS04926
The Twin Dilemma	EFIC KEE	MAHS04920
The Ghost of Blackwood Hall	EFIC KEE	MAHS04923
The Silver Cobweb	EFIC KEE	MAHS04893
The Winking Ruby Mystery	EFIC KEE	MAHS04852
The Crooked Banister	EFIC KEE	MAHS04918
The Secret of the Lost Lake	EFIC KEE	MAHS04882
Mystery of the Stone Tiger	EFIC KEE	MAHS04871
Tic-Tac-Terror	EFIC DIX	MAHS04825
The Submarine Caper	EFIC DIX	MAHS04823
The Sting of the Scorpion	EFIC DIX	MAHS04783
The Masked Monkey	EFIC DIX	MAHS04788
Mystery of the Whale Tattoo	EFIC DIX	MAHS04791
The Secret of Pirates' Hill	EFIC DIX	MAHS04795
The Mystery of Cabin Island	EFIC DIX	MAHS04807
Mystery of the Flying Express	EFIC DIX	MAHS04798
The Mystery of the Spiral Bridge	EFIC DIX	MAHS04824
The Yellow Feather Mystery	EFIC DIX	MAHS04813
The Shore Road Mystery	EFIC DIX	MAHS04808
The Crisscross Shadow	EFIC DIX	MAHS04821
The Secret of Wildcat Swamp	EFIC DIX	MAHS04777
The Four Headed Dragon	EFIC DIX	MAHS04782
While the Clock Ticked	EFIC DIX	MAHS04806
The Hidden Harbor Mystery	EFIC DIX	MAHS04803
Footprints under the Window	EFIC DIX	MAHS04805
The Secret of the Lost Tunnel	EFIC DIX	MAHS04822
The Melted Coins	EFIC DIX	MAHS04819
The Secret Warning	EFIC DIX	MAHS04801
The Clue in the Embers	EFIC DIX	MAHS04815
The Twisted Claw	EFIC DIX	MAHS04800
The Mysterious Caravan	EFIC DIX	MAHS04785

A Figure in Hiding	EFIC DIX	MAHS04802
The Shattered Helmet	EFIC DIX	MAHS04787
The Infinity Clue	EFIC DIX	MAHS04816
The Outlaw's Silver	EFIC DIX	MAHS04776
The Secret of the Lost Tunnel	EFIC DIX	MAHS04779
Danger on Vampire Trail	EFIC DIX	MAHS04778
The Missing Chums	EFIC DIX	MAHS04809
Mystery of the Desert Giant	EFIC DIX	MAHS04812
The Disappearing Floor	EFIC DIX	MAHS04799
The Wailing Siren Mystery	EFIC DIX	MAHS04820
The Ghost at Skeleton Rock	EFIC DIX	MAHS04794
The Clue of the Broken Blade	EFIC DIX	MAHS04797
The Hooded Hawk Mystery	EFIC DIX	MAHS04814
The Mystery of the Chinese Junk	EFIC DIX	MAHS04811
The Short-wave Mystery	EFIC DIX	MAHS04796
The Sinister Signpost	EFIC DIX	MAHS04817
The Jungle Pyramid	EFIC DIX	MAHS04784
The Flickering Torch Mystery	EFIC DIX	MAHS04818
The Viking Symbol Mystery	EFIC DIX	MAHS04793
The Bombay Boomerang	EFIC DIX	MAHS04789
Mystery at Devil's Paw	EFIC DIX	MAHS04810
The Mark on the Door	EFIC DIX	MAHS04804
The Haunted Fort	EFIC DIX	MAHS04792
Game Plan for Disaster	EFIC DIX	MAHS04781
The Crimson Flame	EFIC DIX	MAHS04780
The Clue of the Hissing Serpent	EFIC DIX	MAHS04786
The Blob	ENF 791.43 THO	MAHS02986
The Wolf Man	ENF 791.43 THO	MAHS02974
The Mummy	ENF 791.43 THO	MAHS10457
Mad Scientists	ENF 791.43 THO	MAHS02990
Mad Scientists	ENF 791.43 THO	MAHS02972
It Came From Outer Space	ENF 791.43 THO	MAHS02968
It Came From Outer Space	ENF 791.43 THO	MAHS02970
The Deadly Mantis	ENF 791.43 THO	MAHS02987
Creature from the Black Lagoon	ENF 791.43 THO	MAHS02989
Godzilla	ENF 791.43 THO	MAHS02971
Godzilla	ENF 791.43 THO	MAHS02976
The Blob	ENF 791.43 THO	MAHS02973
The Wolf Man	ENF 791.43 THO	MAHS02975
Frankenstein	ENF 791.43 THO	MAHS02967
Frankenstein	ENF 791.43 THO	MAHS02978
Frankenstein Meets Wolfman	ENF 791.43 THO	MAHS02969
Dracula	ENF 791.43 THO	MAHS02977

Weapons and Warfare Vol 16	ENF 355	MAHS10851
Weapons and Warfare Vol 13	ENF 355	MAHS10850
Weapons and Warfare Vol 2	ENF 355	MAHS10838
Weapons and Warfare Vol 23	ENF 355	MAHS10833
Weapons and Warfare Vol 10	ENF 355	MAHS10852
Weapons and Warfare Vol 18	ENF 355	MAHS10848
Weapons and Warfare Vol 8	ENF 355	MAHS10845
Weapons and Warfare Vol 15	ENF 355	MAHS10843
Weapons and Warfare Vol 22	ENF 355	MAHS10832
Weapons and Warfare Vol 11	ENF 355	MAHS10839
Weapons and Warfare Vol 21	ENF 355	MAHS10836
Weapons and Warfare Vol 1	ENF 355	MAHS10837
Weapons and Warfare Vol 5	ENF 355	MAHS10840
Weapons and Warfare Vol 20	ENF 355	MAHS10835
Weapons and Warfare Vol 19	ENF 355	MAHS10831
Weapons and Warfare Vol 9	ENF 355	MAHS10846
Weapons and Warfare Vol 12	ENF 355	MAHS10853
Weapons and Warfare Vol 7	ENF 355	MAHS10844
Weapons and Warfare Vol 14	ENF 355	MAHS10841
Reluctantly Alice	EFIC NAY	MAHS04063
The Borrowers Aloft	EFIC NOR	MAHS04090
On the Banks of Plum Creek	EFIC WIL	MAHS03803
These Happy Golden Years	EFIC WIL	MAHS03813
The Long Winter	EFIC WIL	MAHS03817
On the Banks of Plum Creek	EFIC WIL	MAHS03807
Little Town on the Prairie	EFIC WIL	MAHS03812
Shadow of a Bull	EFIC WOJ	MAHS04987
The Christmas Dolls	EFIC YOR	MAHS03833
The Castle in the Attic	EFIC WIN	MAHS03820
The Castle in the Attic	EFIC WIN	MAHS03821
The Ghost Witch	EFIC WRI	MAHS03823
Some of the Kinder Planets	EFIC WYN	MAHS03827
The Dollhouse Murders	EFIC WRI	MAHS03825
The Swiss Family Robinson	EFIC WYS	MAHS03857
The First Four Years	EFIC WIL	MAHS03806
Farmer Boy	EFIC WIL	MAHS03814
By the Shores of Silver Lake	EFIC WIL	MAHS03804
By the Shores of Silver Lake	EFIC WIL	MAHS03810
Little House on the Prairie	EFIC WIL	MAHS03811
Little House in the Big Woods	EFIC WIL	MAHS03815
The First Four Years	EFIC WIL	MAHS03808
Little Town on the Prairie	EFIC WIL	MAHS03809
Little Town on the Prairie	EFIC WIL	MAHS03801

Little House on the Prairie	EFIC WIL	MAHS03802
The Long Winter	EFIC WIL	MAHS03805
The Long Winter	EFIC WIL	MAHS03800
Mr. Peale's Bones	EFIC WES	MAHS03789
Fire in the Valley	EFIC WES	MAHS03790
The Farewell Kid	EFIC WER	MAHS03787
Make-Believe Ball Player	EFIC SLO	MAHS03921
A Friend Like That	EFIC SLO	MAHS04971
Finding Buck McHenry	EFIC SLO	MAHS03922
Maggie Marmelstein For President	EFIC SHA	MAHS03906
Into the Dream	EFIC SLE	MAHS03915
Blackwater Swamp	EFIC WAL	MAHS03761
Justin and the Best Biscuits in the World	EFIC WAL	MAHS03763
Voyage of the Half Moon	EFIC WES	MAHS03788
Back to Before	EFIC SLE	MAHS03899
Moving in	EFIC SLO	MAHS03923
The Boy who Reversed Himself	EFIC SLE	MAHS03919
Kidnapped	EFIC STE	MAHS04978
Treasure Island	EFIC STE	MAHS04979
Ferret in the Bedroom, Lizards in the Fridge	EFIC WAL	MAHS03769
A Dog Called Kitty	EFIC WAL	MAHS03764
The Well	EFIC TAY	MAHS05429
The Thief	EFIC TUR	MAHS04981
The Thief	EFIC TUR	MAHS04980
Linda Craig The Palomino Mystery	EFIC SHE	MAHS03911
The Great Christmas Kidnapping Caper	EFIC VAN	MAHS03772
Horse Crazy Happy Trails	EFIC VAI	MAHS03773
A Taste of Blackberries	EFIC SMI	MAHS05430
A Taste of Blackberries	EFIC SMI	MAHS03926
Chocolate Fever	EFIC SMI	MAHS03930
Jelly Belly	EFIC SMI	MAHS03928
Jelly Belly	EFIC SMI	MAHS03929
Key to the Treasure	EFIC PAR	MAHS04103
Call it Courage	EFIC SPE	MAHS03944
Call it Courage	EFIC SPE	MAHS03957
Maggie Marmelstein For President	EFIC SHA	MAHS03907
Ghost of the Hanged Man	EFIC VAN	MAHS03778
Skinny Bones	EFIC PAR	MAHS04108
Operation Dump the Chump	EFIC PAR	MAHS04107
Jip his Story	EFIC PAT	MAHS04116
The Great Gilly Hopkins	EFIC PAT	MAHS10672
Witch Weed	EFIC NAY	MAHS04068
Star Ka'ats and the Winged Warriors	EFIC NOR	MAHS04093



the Other side of Dark	EFIC NIX	MAHS04079
The Orphan Train Adventures Keeping Secrets	EFIC NIX	MAHS04087
The Orphan Train Adventures In the Face of Danger	EFIC NIX	MAHS04082
The Gift	EFIC NIX	MAHS04078
The Orphan Train Adventures A Family Apart	EFIC NIX	MAHS04083
The Orphan Train Adventures A Dangerous Promise	EFIC NIX	MAHS04084
The Orphan Train Adventures Circle of Love	EFIC NIX	MAHS04086
The Orphan Train Adventures Caught in the Act	EFIC NIX	MAHS04085
Rascal	EFIC NOR	MAHS04094
The Girls Take Over	EFIC NAY	MAHS79104
Once Upon America A Long Way to Go	EFIC ONE	MAHS04100
The Girls' Revenge	EFIC NAY	MAHS79103
The Girls Get Even	EFIC NAY	MAHS79102
Mrs. Frisby and Rats of NIMH	EFIC OBR	MAHS04095
Hockey Wingman	EFIC OBR	MAHS04096
Yours Till Niagara Falls, Abby	EFIC OCO	MAHS04098
Girls Rule!	EFIC NAY	MAHS79259
The Witch's Eye	EFIC NAY	MAHS04065
A Room Full of Animals	E HOU	MAHS00962
A Child's Garden of Verses	ENF 811 STE	MAHS02518
Nancy Drew Mystery Stories Password to Larkspur Lane	EFIC KEE	MAHS04916
Nancy Drew Mystery Stories The Mystery at Lilac Inn	EFIC KEE	MAHS04894
Nancy Drew Mystery Stories The Whispering Statue	EFIC KEE	MAHS04888
Nancy Drew Mystery Stories The Clue in the Old Album	EFIC KEE	MAHS04924
Nancy Drew Mystery Stories The Secret of Shadow Ranch	EFIC KEE	MAHS04937
Nancy Drew Mystery Stories The Witch Tree Symbol	EFIC KEE	MAHS04930
Nancy Drew Mystery Stories The Mystery of the 99 Steps	EFIC KEE	MAHS04914
Nancy Drew Mystery Stories The Flying Saucer Mystery	EFIC KEE	MAHS04895
Nancy Drew Mystery Stories The Moonstone Castle Mystery	EFIC KEE	MAHS04898
Nancy Drew Mystery Stories The Clue of the Whistling Bagpipe	EFIC KEE	MAHS04897
Nancy Drew Mystery Stories The Scarlet Slipper Mystery	EFIC KEE	MAHS04931
The Year of the Golpher	EFIC NAY	MAHS04070
Witch's Sister	EFIC NAY	MAHS04072
Witch's Sister	EFIC NAY	MAHS04057
Nancy Drew Mystery Stories The Hidden Window Mystery	EFIC KEE	MAHS04881
Nancy Drew Mystery Stories The Clue of the Broken Locket	EFIC KEE	MAHS04889
Nancy Drew Mystery Stoies The Secret of Mirror Bay	EFIC KEE	MAHS04909
Nancy Drew Mystery Stories The Haunted Showboat	EFIC KEE	MAHS04933
Nancy Drew Mystery Stories The Hidden Staircase	EFIC KEE	MAHS04938
Nancy Drew Mystery Stories The Sign of the Twisted Candles	EFIC KEE	MAHS04911
Nancy Drew Mystery Stories The Haunted Showboat	EFIC KEE	MAHS04904
Arthur Rocks with Binky	EFIC KRE	MAHS04275
Arthur and the Crunch Cereal Contest	EFIC KRE	MAHS04274

Arthur and Popularity Test	EFIC KRE	MAHS04273
Arthur and the Lost Diary	EFIC KRE	MAHS04276
Arthur Accused!	EFIC KRE	MAHS04272
Nancy Drew Mystery Stories Mystery of the Brass-Bound Trunk	EFIC KEE	MAHS04887
Nancy Drew Mystery Stories The Quest of the Missing Map	EFIC KEE	MAHS04907
Nancy Drew Mystery Stories The Clue of the Dancing Puppet	EFIC KEE	MAHS04935
Nancy Drew Mystery Stories The Bungalow Mystery	EFIC KEE	MAHS04906
Nancy Drew Mystery Stories The Ringmaster's Secret	EFIC KEE	MAHS04925
Nancy Drew Mystery Stories the Clue of the Velvet Mask	EFIC KEE	MAHS04928
Nancy Drew Mystery Stories Mystery of the Tolling Bell	EFIC KEE	MAHS04902
Nancy Drew Mystery Stories The Clue in the Jewel Box	EFIC KEE	MAHS04905
Nancy Drew Mystery Stories The Haunted Bridge	EFIC KEE	MAHS04891
Nancy Drew Mystery Stories The Clue of the Tapping Heels	EFIC KEE	MAHS04908
Nancy Drew Mystery Stories The Secret of the Golden Pavilion	EFIC KEE	MAHS04932
One of the Third Grade Thinkers	EFIC NAY	MAHS04071
The Orphan Train Quartet Caught in the Act	EFIC NIX	MAHS04077
Mick Harte was Here	EFIC PAR	MAHS04106
The Kid in the Red Jacket	EFIC PAR	MAHS04110
Don't Make me Smile	EFIC PAR	MAHS04104
The Witch Herself	EFIC NAY	MAHS04061
Sea Star Orphan of Chincoteague	EFIC HEN	MAHS04441
Carry On, Mr. Bowditch	EFIC LAT	MAHS04284
Black Gold	EFIC HEN	MAHS04443
Brightly of the Grand Canyon	EFIC HEN	MAHS04450
Justin Morgan Had a Horse	EFIC HEN	MAHS04449
Stormy Misty's Foal	EFIC HEN	MAHS04444
Bone Chillers Teacher Creature	EFIC HAY	MAHS04439
Bone Chillers Strange Brew	EFIC HAY	MAHS04438
A Wrinkle in Time	EFIC LEN	MAHS04292
It's like this, cat	EFIC NEV	MAHS04074
Sam, Bangs & Moonshine	EFIC NES	MAHS04073
Rabbit Hill	EFIC LAW	MAHS04287
The Tough Winter	EFIC LAW	MAHS04286
No Boys Allowed	EFIC LEV	MAHS04294
Frankenstein Moved in on the Fourth Floor	EFIC LEV	MAHS04298
Keep Ms. Sugarman in the Fourth Grade	EFIC LEV	MAHS04296
Pippi Longstocking	EFIC LIN	MAHS04315
There's a Boy in the Girls' Bathroom	EFIC SAC	MAHS03888
Old Ramon	EFIC SCH	MAHS03895
A Blue-Eyed Daisy	EFIC RYL	MAHS03883
Chester Cricket's New Home	EFIC SEL	MAHS03898
The Cricket in Time Square	EFIC SEL	MAHS03900
Cousins in the Castle	EFIC WAL	MAHS03767

Beauty	EFIC WAL	MAHS03765
The Call of the wild	EFIC LON	MAHS04320
Dracula is a Pain in the Neck	EFIC LEV	MAHS04297
Rip Van Winkle	EFIC STO	MAHS03986
Black Beauty	EFIC SEW	MAHS03901
Rome Antics	EFIC MAC	MAHS04018
Riptide	EFIC WEL	MAHS03786
The Westing Game	EFIC RAS	MAHS04174
Once Upon America Close to Home	EFIC WEA	MAHS03783
Goodbye, Vietnam	EFIC WHE	MAHS03791
Trapped in a Death Cave	EFIC WAL	MAHS03766
Forbidden Friendship	EFIC WEB	MAHS03784
Daughter of the Mountains	EFIC RAN	MAHS04194
The Best Christmas Pageant Ever	EFIC ROB	MAHS04185
Anastasia Has the Answers	EFIC LOW	MAHS04330
Anastasia Krupnik	EFIC LOW	MAHS04324
Anastasia On her Own	EFIC LOW	MAHS04332
Anastasia's Chosen Career	EFIC LOW	MAHS04328
Us and Uncle Fraud	EFIC LOW	MAHS04336
Baby	EFIC MAC	MAHS04016
The One Hundredth Thing About Caroline	EFIC LOW	MAHS04325
A Summer to Die	EFIC LOW	MAHS14494
Switcharound	EFIC LOW	MAHS04333
Taking Care of Terrific	EFIC LOW	MAHS04321
The Secret Journey of the Silver Reindeer	EFIC WAR	MAHS04250
A Mouse Called Wolf	EFIC KIN	MAHS79039
Texas Rebel	EFIC KER	MAHS04248
Funny Frank	EFIC KIN	MAHS05922
Martin's Mice	EFIC KIN	MAHS04251
Three Terrible Trins	EFIC KIN	MAHS79043
The Ghosts of Mercy Manor	EFIC WRI	MAHS07510
Johnny's in the Basement	EFIC SAC	MAHS03890
Sixth Grade Secrets	EFIC SAC	MAHS03889
Grandmama's Joy	EFIC GRE	MAHS04420
Give Us a Great Big Smile, Rosy Cole	EFIC GRE	MAHS04421
I Know You, Al	EFIC GRE	MAHS04415
Just Plain Al	EFIC GRE	MAHS04416
Star Shine	EFIC GRE	MAHS04413
The Story of Doctor Dolittle	EFIC LOF	MAHS04318
Once Upon America the Day It Rained Forever	EFIC GRO	MAHS04423
Name Your Nightmare	EFIC LOW	MAHS04285
You Old Pal, Al	EFIC GRE	MAHS04417
Ask Anybody	EFIC GRE	MAHS04418

Lost and Found	EFIC LIT	MAHS04317
Sophie Hartley and the Facts of Life	EFIC GRE	MAHS83443
The Treasure Bird	EFIC GRI	MAHS04463
Happy Birthday Sophie Hartley	EFIC GRE	MAHS83102
Sky Guys to White Cat	EFIC GOR	MAHS04410
The Dollhouse Murders	EFIC WRI	MAHS03826
Beat the Turtle Drum	EFIC GRE	MAHS04414
A Girl Called Al	EFIC GREA	MAHS04419
Falcon's Egg	EFIC GRA	MAHS04412
Ellie's Birthstone Ring	EFIC GOR	MAHS04408
Anastasia Ask Your Analyst	EFIC LOW	MAHS04326
Anastasia At Your Service	EFIC LOW	MAHS04322
Heart's Blood	EFIC YOL	MAHS03832
The Girl Who Cried Flowers	EFIC YOL	MAHS03831
Babe The Gallant Pig	EFIC KIN	MAHS79021
Julia's House	EFIC GRI	MAHS04422
All About Sam	EFIC LOW	MAHS04331
Anastasia Again!	EFIC LOW	MAHS04323
AAA Florida Tourbook 2006 Edition	REF	MAHS10880
AAA Arkansas, Kansas, Missouri, and Oklahoma Tourbook 2006 Ed	REF	MAHS10872
AAA Alabama, Louisiana, and Mississippi Tourbook 2006 Ed	REF	MAHS10878
AAA Oregon and Washington Tourbook 2006 Ed	REF	MAHS10882
AAA New Jersey and Pennsylvania Tourbook 2010 Ed	REF	MAHS10876
AAA Western Canada and Alaska Tourbook 2014 Ed	REF	MAHS10877
AAA Mid-Atlantic Tourbook 2010 Ed	REF	MAHS10869
AAA Michigan and Wisconsin Tourbook 2006 Ed	REF	MAHS10879
AAA Illinois, Indiana, and Ohio Tourbook 2006 Ed	REF	MAHS10874
AAA Colorado and Utah Tourbook 2006 Ed	REF	MAHS10881
AAA Arizona and New Mexico Tourbook 2006 Ed	REF	MAHS10868
AAA Maine, New Hampshire and Vermont Tourbook 2013 Ed	REF	MAHS10870
AAA New York Tourbook 2008 Ed	REF	MAHS10864
AAA Georgia, North Carolina, and South Carolina Tourbook 2011 Ed	REF	MAHS10875
AAA Texas Tourbook 2006 Ed	REF	MAHS10867
AAA Connecticut, Massachusetts, and Rhode Island Tourbook 2006 Ed	REF	MAHS10871
AAA North Central Tourbook 2007 Ed	REF	MAHS10866
AAA Northern California and Nevada Tourbook 2006 Ed	REF	MAHS10865
AAA Idaho, Montana, and Wyoming 2007 Ed	REF	MAHS10873
The Pizza Pie Slugger	EFIC MAR	MAHS06986
The Secret of the Cibolo	EFIC MAT	MAHS04023
Centerburg Tales	EFIC MCC	MAHS04029
The Mustangers	EFIC MCG	MAHS04027

There's a Girl in my Hammerlock	EFIC SPI	MAHS03952
The Long Black Schooner	EFIC STE	MAHS03956
A Dog On Barkham Street	EFIC STO	MAHS03981
I, Juan de Pareja	EFIC TRE	MAHS04985
Humming Whispers	EFIC JOH	MAHS04240
I was a 98 Pound Duckling	EFIC VAN	MAHS03777
Rivals on Ice	EFIC VAN	MAHS03776
Rosemary's Witch	EFIC TUR	MAHS04013
Just Plain Cat	EFIC ROB	MAHS04189
Oh Honestly, Angela!	EFIC ROB	MAHS04188
Veronica Knows Best	EFIC ROB	MAHS04187
Veronica the Show-Off	EFIC ROB	MAHS04190
The House Without a Christmas Tree	EFIC ROC	MAHS04195
The Kidnappers	EFIC ROB	MAHS04193
The Hundred Penny Box	EFIC DIL	MAHS06989
Of Two Minds	EFIC MAT	MAHS04022
By Secret Railway	EFIC MEA	MAHS04034
Homer Price	EFIC MCC	MAHS06126
The Wild Kid	EFIC MAZ	MAHS04026
Tales of the Gross and Gruesome	EFIC STE	MAHS03959
Thy Friend, Obadiah	EFIC TUR	MAHS04014
Powderhorn Passage	EFIC TOW	MAHS04004
Trader Wooly and the Terrorist	EFIC TOW	MAHS04005
The Hooligans	EFIC TOW	MAHS04003
The Bathwater Gang	EFIC SPI	MAHS03945
Forty Acres and Maybe a Mule	EFIC ROB	MAHS04191
The Flunking of Joshua T Bates	EFIC SHR	MAHS03913
My Robot Buddy	EFIC SLO	MAHS03920
Miracles of Maple Hill	EFIC SOR	MAHS03940
Encyclopedia Brown Boy Detective	EFIC SOB	MAHS60094
Encyclopedia Brown Gets His Man	EFIC SOB	MAHS03937
Encyclopedia Brown Keeps the Peace	EFIC SOB	MAHS03938
Encyclopedia Brown Takes the Case	EFIC SOB	MAHS03939
Once Upon America Hannah's Fancy Notions	EFIC ROS	MAHS04204
Encyclopedia Brown Boy Dectective	EFIC SOB	MAHS03936
The Devil's Storybook	EFIC BAB	MAHS04665
The High King	EFIC ALE	MAHS04631
The Foundling	EFIC ALE	MAHS04633
The Wizard in the Tree	EFIC ALE	MAHS04630
The Fourth Floor Twins and the Disappearing Parrot Trick	EFIC ADL	MAHS04619
The Fourth Floor Twins and the Fish Snatch Mystery	EFIC ADL	MAHS04625
The Fourth Floor Twins and the Skyscraper Parade	EFIC ADL	MAHS04623
The Wolves of Willoughby Chase	EFIC AIK	MAHS04628

Souder	EFIC ARM	MAHS04646
The History of Helpless Harry	EFIC AVI	MAHS04654
No more Magic	EFIC AVI	MAHS04651
SOR Losers	EFIC AVI	MAHS04650
Hail, Hail Camp Timberwood	EFIC CON	MAHS04526
Jenny Archer, Author	EFIC CON	MAHS04527
Jenny Archer to the Rescue	EFIC CON	MAHS04544
The Revenge of the Incredible Dr. Rancid and His Youthful Assistant, Jeffrey	EFIC CON	MAHS04528
Felicia the Critic	EFIC CON	MAHS04529
What's Cooking, Jenny Archer?	EFIC CON	MAHS04525
Crazy Lady!	EFIC CON	MAHS04530
The Dark is Rising	EFIC COO	MAHS04531
The Grey King	EFIC COO	MAHS04532
Stay Tunes	EFIC COR	MAHS04539
Sadako and the Thousand Paper Cranes	EFIC COE	MAHS01444
Wolf Rider	EFIC AVI	MAHS04661
Who was that Masked Man, Anyway?	EFIC AVI	MAHS14209
The Eyes of the Amaryliss	EFIC BAB	MAHS04666
The Night Swimmers	EFIC BYA	MAHS04717
The Not-Just- Anybody Family	EFIC BYA	MAHS04715
The Pinballs	EFIC BYA	MAHS04730
The Seven Treasure Hunts	EFIC BYA	MAHS04725
Cracker Jackson	EFIC BYA	MAHS04713
The Cybil War	EFIC BYA	MAHS04716
I'm Going to be Famous	EFIC BYA	MAHS04679
On my Honor	EFIC BAU	MAHS04677
East Side Story	EFIC BAD	MAHS04667
The Berenstain Bear Scouts and the Humongous Pumpkin	EFIC BER	MAHS04678
The Search for Delicious	EFIC BAB	MAHS04662
Knee Knock Rise	EFIC BAB	MAHS04664
Devil's Donkey	EFIC BRI	MAHS04693
All the Money in the World	EFIC BRI	MAHS04694
The TV Kid	EFIC BYA	MAHS04723
Caddie Woodlawn a Frontier Story	EFIC BRI	MAHS04692
Dead Letter	EFIC BYA	MAHS04721
Death's Door	EFIC BYA	MAHS04719
Disappearing Acts	EFIC BYA	MAHS04726
the 18th Emergency	EFIC BYA	MAHS04720
The Glory Girl	EFIC BYA	MAHS04728
The House of Wings	EFIC BYA	MAHS04735
Good-bye, Chicken Little	EFIC BYA	MAHS04741
McMummy	EFIC BYA	MAHS04729
The Summer of the Swans	EFIC BYA	MAHS04724

The Summer of the Swans	EFIC BYA	MAHS14247
Trouble River	EFIC BYA	MAHS04733
The Three Musketeers	EFIC BER	MAHS00131
The Midnight Fox	EFIC BYA	MAHS04727
Joey Pigza Swallowed the Key	EFIC GAN	MAHS04366
Bad	EFIC FER	MAHS14360
Hope	EFIC GAE	MAHS04363
Ginger Pye	EFIC EST	MAHS04598
Hank the Cowdog the Case of the Vampire Cat	EFIC ERI	MAHS04597
The Slave Dancer	EFIC FOX	MAHS04357
How to Be Cool in the Third Grade	EFIC DUF	MAHS04589
Harriet the Spy	EFIC FIT	MAHS04347
The Great Brain at the Academy	EFIC FIT	MAHS04348
The Great Brain Reforms	EFIC FIT	MAHS04349
The Saddle Club Horse Shy	EFIC BRY	MAHS05178
The Matchlock Gun	EFIC EDM	MAHS04590
American Dreams	EFIC BAN	MAHS04674
Drums at Saratoga	EFIC BAN	MAHS04675
Alice by Accident	EFIC BAN	MAHS10578
By the Great Horn Spoon	EFIC FLE	MAHS04350
Graven Images	EFIC FLE	MAHS14366
The Midnight Horse	EFIC FLE	MAHS04353
The Berry Picking Man	EFIC BUC	MAHS10598
The Hideout	EFIC BUN	MAHS04701
Is Anyone There?	EFIC BUN	MAHS04700
Karen Kepplewhite Is the World's Best Kisser	EFIC BUN	MAHS04703
The Enormouse Egg	EFIC BUT	MAHS04709
After the Goat Man	EFIC BYA	MAHS04714
Bingo Brown and the Language of Love	EFIC BYA	MAHS04736
The Burning Questions of Bingo Brown	EFIC BYA	MAHS04737
The Cartoonist	EFIC BYA	MAHS04712
Coast to Coast	EFIC BYA	MAHS04738
East Side Story	EFIC BAD	MAHS04668
Golden Quest	EFIC BAD	MAHS04669
Baseball Fever	EFIC HUR	MAHS04219
Busybody Nora	EFIC HUR	MAHS04232
Class Clown	EFIC HUR	MAHS04228
Class President	EFIC HUR	MAHS04233
DeDe Takes Charge!	EFIC HUR	MAHS04220
Hurricane Elaine	EFIC HUR	MAHS04226
The Rabbi's Girls	EFIC HUR	MAHS04234
Rip Roaring Russell	EFIC HUR	MAHS04221
Russell Rides Again	EFIC HUR	MAHS04231

Teacher's Pet	EFIC HUR	MAHS04222
Sidney's Ghost	EFIC IDE	MAHS04237
Rip Van Winkle & The Legend of Sleepy Hollow	EFIC IRV	MAHS04238
Smoky The Cow Hourse	EFIC JAM	MAHS04239
What Eric Knew	EFIC HOW	MAHS04214
The Christmas Puppy	EFIC INT	MAHS05175
Morgan's Zoo	EFIC HOW	MAHS04213
Nighty Nightmare	EFIC HOW	MAHS04212
Like Jake and Me	EFIC JUK	MAHS12659
The Phantom Tollbooth	EFIC JUS	MAHS04241
The Goof that Won the Pennant	EFIC KAL	MAHS04242
Little Girl with Seven Names	EFIC HUN	MAHS00980
Once Upon America Earthquake!	EFIC KUD	MAHS04280
Once Upon America Facing West	EFIC KUD	MAHS04279
And now Miguel	EFIC KRU	MAHS04278
Onion John	EFIC KRU	MAHS04277
The Twinkie Squad	EFIC KOR	MAHS04263
I want to Go Home!	EFIC KOR	MAHS04255
Radio Fifth Grade	EFIC KOR	MAHS04264
From the Mixed-Up Files of Mrs. Basil E. Frankweiler	EFIC KON	MAHS04254
The Cat Ate my Gymsuit	EFIC DAN	MAHS04574
Make Like a Tree and Leave	EFIC DAN	MAHS04573
Not for a Billion Gazillion Dollars	EFIC DAN	MAHS14319
The Door in the Wall	EFIC DEA	MAHS04580
Weasel	EFIC DEF	MAHS04205
The Great House	EFIC HAR	MAHS04433
The Gift Giver	EFIC HAN	MAHS04432
The Horse Trader	EFIC HAL	MAHS04428
In Trouble Again Zelda Hammersmith?	EFIC HAL	MAHS04431
A Cat Called Amneisa	EFIC HIL	MAHS04461
The House of Dies Drear	EFIC HAM	MAHS40556
The Gentleman Outlaw and Me- Eli	EFIC HAH	MAHS04424
Jericho	EFIC HIC	MAHS04459
The Secret Life of Dagmar Schultz	EFIC HAL	MAHS04427
The Something - Special Horse	EFIC HAL	MAHS04429
Windsong	EFIC HAL	MAHS04430
Frozen Fire	EFIC HOU	MAHS04209
The Canning Season	EFIC HOR	MAHS10533
They Were Strong And Good	EFIC LAW	MAHS04288
The Adventures of Ali Baba Bernstein	EFIC HUR	MAHS04230
Aldo Applesause	EFIC HUR	MAHS04224
Aldo peanut Butter	EFIC HUR	MAHS04223
The Ghost and Mrs. Hobbs	EFIC DEF	MAHS40192



The Ghost of Fossil Glen	EFIC DEF	MAHS79146
Death at Devil's Bridge	EFIC DEF	MAHS40190
Weasel	EFIC DEF	MAHS04581
Pee Wee Scouts Grumpy Pumpkins	EFIC DEL	MAHS04582
Beatstone	EFIC HOB	MAHS04206
Ghosts in fourth Grade	EFIC HIS	MAHS04462
Beardance	EFIC HOB	MAHS04207
Black Fox of Lorne	EFIC ANG	MAHS04579

**ADMINISTRATION**

**JASON A. MITCHELL**

*Superintendent*

**BRIAN J. LATELLA**

*Director of Curriculum,*

*Instruction and Special*

*Education*

**LARRY NICHOLS**

*Middle/High School Principal*

**LEEANN CUCCI**

*Elementary Principal*

**MELANIE BROUILLETTE**

*Treasurer*



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**TRACEY LEWIS**

*District Clerk*

**Madison Central School District**

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

October 7, 2022

To: Board of Education

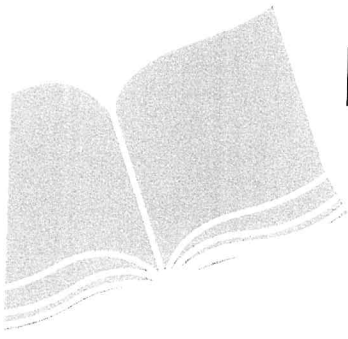
From: Melanie Brouillette *MB*

Re: Books

I am requesting that the Board of Education surplus the following books. These items are not being used and out of date.

Harcourt New Horizons: New York – ISBN 0-15-337818-2 published 2004 – 30 copies

Thank you.



**Madison Central School**

# SEPTEMBER 2022 LIBRARY REPORT

999 books checked  
out/renewed during  
the month of  
September

Most Popular book:  
Pokemon Reader  
Collection

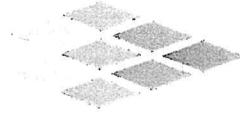
## **Highlights of September**

- All MS/HS ELA classes came to the library to shop for independent choice books.
- Elementary classes learned how to take care of books and library rules for the year.
- Books read during the month of September: Librarian from the Black Lagoon by Mike Thaler, We don't eat our Classmates by Ryan T. Higgins, Pigeon HAS to go to School by Mo Willems.
- Book Tasting for 5th grade reading groups

Please see the attached weeded list of books with this report for approval to surplus. Rationale of weeding is also attached.

**Thank you for all your continued support of our  
school library.**






**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

TO: Component District Board of Education Members

FROM: Scott A. Budelmann   
District Superintendent

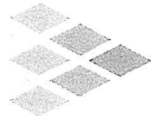
DATE: September 30, 2022

RE: Madison-Oneida BOCES Annual Report

It is my pleasure to provide you with a copy of the Madison-Oneida BOCES Annual Report. The Report highlights our 2021-2022 accomplishments, inspires reflection on our fifty-four year heritage of educational leadership, and keeps mission critical our commitment to the learners of the Madison - Oneida region.

You can also find a digital copy of the Madison-Oneida BOCES Annual Report under the "About" tab on our webpage at, [www.moboces.org](http://www.moboces.org).

Thank you and I hope you enjoy our 2021-2022 Annual Report.



# Madison-Oneida

Board of Cooperative Educational Services

Lead ♦ Partner ♦ Innovate ♦ Excel

## SECONDARY PROGRAMS

Phone: 315.361.5700 ♦ Fax: 315.361.5880

JAMES WEAVER, Director

October 2022

Mr. Jason Mitchell  
Madison District Office

Dear Mr. Mitchell

On behalf of the Secondary Programs, Career & Technical Education, faculty and staff at Madison-Oneida BOCES, we cordially invite you to join us for our **Fall Open House, College Fair & Community Night on Thursday, October 20<sup>th</sup>, 2022 from 5:30 pm to 7:30 pm.** This event is open to all students, their families, adults interested in continuing education, and community members.

Our Fall Open House promises to provide a wealth of information through a variety of opportunities, including a college fair and adult & continuing education expo in the Rossetti Education Center Courtyard. Career & Technical Education students will also be available throughout the building to share their unique learning experiences with attendees, as well as our outstanding instructors who will be on hand to answer any questions.

The support we receive from our component school districts allows us to make a positive difference in the lives of our shared students enrolled in MOBOCES Career & Technical Education programs. We would like to extend our deepest appreciation for all you do to make this possible.

We are confident that the evening will showcase all of the amazing opportunities that are available to the students and adult learners across our region. Upon arrival to campus, please identify yourself to our uniformed CTE Criminal Justice students who will direct you to reserved parking areas near the building. Please feel free to contact me at **(315) 361-5710** or **mllibritz@moboces.org** if you need further information or to assist you in any way concerning our Fall Open House. We look forward to you joining us on Thursday, October 20<sup>th</sup>!

Sincerely,

Molly LiBritz  
Madison-Oneida BOCES  
Principal of Secondary Programs