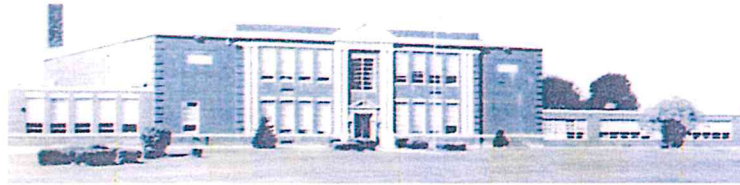


Board of Education

Jennifer Lavoie
President
Michael Filipovich
Vice President
Laura Billings
Jessica Clark
Stephanie Clark
Brittany Rizzo
Jona Snyder



Madison Central School District
7303 Route 20, Madison, New York 13402
Phone: (315) 893-1878
Fax: (315) 893-7111

Jason A. Mitchell
Superintendent
Larry Nichols
Building Principal
Brian J. Latella
Elementary Principal
Melanie Brouillette
Treasurer
Tracey Lewis
District Clerk

BOARD OF EDUCATION
REGULAR MEETING

JUNE 9, 2020
7:00 P.M. – VIA GOOGLE MEET

- I. Call to Order
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for This Meeting
 - b. Approval of Minutes
 1. May 19, 2020 Regular Meeting Minutes
 2. May 26, 2020 Budget Hearing Workshop Meeting Minutes
- IV. Public Forum
- V. Reports
 - a. Treasurer
 1. Internal Claims Auditor's Report
 2. Treasurer's Report – unavailable due to meeting date change
 3. Detail Warrants – unavailable due to meeting date change
 4. Financial Status Report – unavailable due to meeting date change
 - b. Superintendent – Information Items
 1. Updated General Membership Meeting Calendars for 2020-2021
 2. Retiree Recognition
 3. Tentative Board of Education Meeting Schedule for 2020-2021 for review
 - c. Superintendent – Approval Items
 1. Acceptance of 2020-2021 Budget Vote Results
 2. Acceptance of Board of Education Election Results
 3. Acceptance of all 2020-2021 Budget Vote Proposition Results
 4. Acceptance of Annual Drinking Water Quality Report for 2019
 5. Approval of Intermunicipal Agreement between Madison Central School and MO-BOCES
 6. Approval of Non-Resident Tuition based student applications for 2020-21 school year
 - a. One student entering Kindergarten
 - b. One student entering grade 1
 - c. One student entering grade 4
 - d. One student entering grade 5
 - e. One student entering grade 10
 - f. One student entering grade 11
 - g. Two student entering grade 12

7. Approval of NYS Department of Transportation Bus Inspection System Operator Profile
8. Approval to abolish the Typist Position effective June 30, 2020
9. Approval to create a Secretary to the Superintendent of Schools and Clerk of the Board of Education Position to replace the current District Clerk position effective July 1, 2020
10. Approval of July 7, 2020 as the date for the Reorganizational Meeting of the board and the first meeting of the 2020-2021 Board of Education meeting schedule
11. Approval to pay Kurt Peavey for 20 days of summer pay for technology
12. Approval of 2020-2021 Cooperative Bidding Agreement
13. Approval of Non-Negotiated Employee Salary Increase to follow the Non-Instructional Contract in rate adjustment until the contract expiration on June 30, 2021
14. Rescind Stipends
 - a. Pit Band Director 19-20
 - b. Stage Manager 19-20

VI. Policy

- a. First Reading of “Non-Resident Students” Policy #7004
- b. First Reading of Draft Policy “Leaves of Absence for COVID-19 Qualifying Reasons”

VII. Old Business

VIII. Board of Education Discussion Items

IX. New Business

- a. Personnel
 1. Tenure as per Resolution for each teacher as listed below
 - a. Chad Putney effective September 5, 2020
 - b. Matthew Bruno effective September 6, 2020
 - c. Amanda Hinman effective September 6, 2020
 - d. Hannah Matteson effective September 6, 2020
 - e. Payge Miller effective September 6, 2020
 2. Adjustments to Resolutions and appointments from previous meeting for start date and anticipated tenure date from 9/8/20 through 9/8/24 to 9/2/20 through 9/2/24 (no other changes to appointment)
 - a. MacKenzie Elliott
 - b. Sara Kitchen
 3. Contract Approval for Larry Nichols for July 1, 2020 through June 30, 2021
 4. Appointments
 - a. Tracey Lewis - Secretary to the Superintendent of Schools and Clerk of the Board of Education effective July 1, 2020 (to replace current District Clerk position)
 - b. Amanda Goodenough - Probationary Elementary Education as per resolution effective 9/2/20 with anticipated tenure effective 9/2/24 in Elementary Education with Professional Certification in Early Childhood Education (B-2) and Professional Certification in Childhood Education (1-6) at M1, Step 3 at \$43,121 per year
- b. CSE/CPSE Recommendations – in official packet
- c. Principal Reports

- X. Correspondence
- XI. Question & Answer Opportunity
- XII. Adjournment

The Regular Meeting of the Board of Education of Madison Central School was held on May 19, 2020 at 7:00 pm via Google Meet.

MEMBERS PRESENT: Mrs. Laura Billings
Ms. Jessica Clark
Mr. Michael Filipovich
Mrs. Jennifer Lavoie
Mrs. Brittany Rizzo
Mr. Jona Snyder

MEMBERS ABSENT: Ms. Stephanie Clark

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mr. Larry Nichols, Building Principal
Mr. Brian Latella, Elementary Principal
Mrs. Melanie Brouillette, Treasurer
Ms. Tracey Lewis, District Clerk

- I. Call to Order
 - a. Mrs. Lavoie called the meeting to order at 7:02 pm.
- II. Agenda Additions - none
- III. Consent Agenda
 - a. Approval of Agenda for This Meeting

MOTION # 1 – APPROVAL OF AGENDA

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

- b. Approval of Minutes
 1. April 21, 2020 Regular Meeting Minutes

MOTION # 2 – APPROVAL OF MINUTES

ON THE MOTION of Mrs. Billings, seconded by Mrs. Rizzo, the board moved to approve the minutes from the April 21, 2020 Regular meeting. Motion carried 6 yes, 0 no.

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

MOTION # 3 – APPROVAL OF INTERNAL CLAIMS AUDITOR'S REPORT

ON THE MOTION of Mrs. Clark, seconded by Mrs. Billings, the board moved to approve the Internal Claims Auditor's Report. Motion carried 6 yes, 0 no.

2. Treasurer's Report dated April 30, 2020

MOTION # 4 – APPROVAL OF TREASURER'S REPORT

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Rizzo, the board moved to approve the April 30, 2020 Treasurer's Report. Motion carried 6 yes, 0 no.

3. Detail Warrants

MOTION # 5 – APPROVAL OF DETAIL WARRANTS

ON THE MOTION of Mrs. Rizzo, seconded by Mrs. Clark, the board moved to approve the Detail Warrants as follow: Warrant Number 37 – Fund A – 4/14/20 – 4 pages, Warrant Number 38 – Fund A – 4/29/20 – 2 pages, Warrant Number 21 – Fund C – 4/14/20 – 1 page, Warrant Number 22 – Fund C – 4/29/20 – 1 page, Warrant Number 12 – Fund TA – 5/6/20 – 4 pages, Warrant Number 16 – Fund FA20 – 4/14/20 – 2 pages, Warrant Number 17 – Fund FA20 – 5/6/20 – 1 page, Warrant Number 18 – Fund FA20 – 4/29/20 – 1 page. Motion carried 6 yes, 0 no.

4. The Financial Status Report was shared.

b. Superintendent – Information Items

1. Mr. Mitchell provided a school closure update. He thanked all the students, faculty and staff for all their efforts and successes during this closure. He noted that the district has provided over 7,500 meals since the closure plus and unknown number of Blue Packs. An exchange is being planned for students to return chromebooks and to collect their belongings. Graduation planning is still underway. The Budget Newsletter will be different this year due to the changes in the budget timeline. There will be a 4 page summary newsletter mailed and a longer celebratory newsletter posted on the website.

c. Superintendent – Approval Items

1. Approval of Non Resident Students for 2020-2021
 - a. Student entering PreK
 - b. Student entering grade 1
 - c. Student entering grade 7
 - d. Student entering grade 8
 - e. Four students entering grade 9
 - f. Student entering grade 10
 - g. Student entering grade 11
 - h. Student entering grade 12

MOTION # 6 – APPROVAL OF NON-RESIDENT STUDENTS FOR 2020-2021

ON THE MOTION of Mrs. Rizzo, seconded by Mrs. Billings, the board moved to approve the list of 11 students as listed above as Non-Resident students for the 2020-2021 school year. Motion carried 6 yes, 0 no.

2. Approval to create a Speech and Language Pathologist position beginning in the 2020-2021 school year

MOTION # 7 – APPROVAL TO CREATE SPEECH AND LANGUAGE PATHOLOGIST POSITION

ON THE MOTION of Mrs. Billings, seconded by Mrs. Rizzo, the board moved to approve the creation of a Speech and Language Pathologist position. Motion carried 6 yes, 0 no.

3. Approval of Vote Inspectors for the 2020 Annual Budget Vote
 - a. Susan Anderson
 - b. Jo Blunt
 - c. Gerry Peckham
4. Approval of Alternate Vote Inspectors
 - a. Melanie Brouillette
 - b. Tracey Lewis

MOTION # 8 – APPROVAL OF VOTE INSPECTORS AND ALTERNATES

ON THE MOTION of Mrs. Rizzo, seconded by Mrs. Billings, the board moved to approve the Vote Inspectors (Susan Anderson, Jo Blunt and Gerry Peckham) and the Alternates (Melanie Brouillette and Tracey Lewis) for the 2020 Annual Budget Vote. Motion carried 6 yes, 0 no.

5. Approval of the 2020-2021 Budget not to exceed \$10,975,715 and authorization to set levy at \$3,405,627, a 2.05% increase over 2019-2020 Budget

MOTION # 9 – APPROVAL OF 2020-2021 BUDGET

ON THE MOTION of Mrs. Clark, seconded by Mrs. Billings, the board moved to approve the 2020-2021 Budget not to exceed \$10,975,715 and authorization to set levy at \$3,405,627 a 2.05% increase over the 2019-2020 budget. Motion carried 6 yes, 0 no.

6. Approval of the Insurance Proposal as provided by Haylor, Freyer & Coon

MOTION # 10 – APPROVAL OF INSURANCE PROPOSAL FROM HAYLOR, FREYER & COON

ON THE MOTION of Mr. Filipovich, seconded by Mrs. Rizzo, the board moved to approve the insurance proposal from Haylor, Freyer & Coon. Motion carried 6 yes, 0 no.

7. Possible approval of adjustment to 2019-2020 School Calendar end date

MOTION # 11 – APPROVAL OF ADJUSTMENT TO 2019-2020 SCHOOL CALENDAR

ON THE MOTION of Mrs. Billings, seconded by Mrs. Clark, the board moved to change the last day of school to June 16, 2020 on the 2019-2020 School Calendar as a result of COVID-19 adjustments. Motion carried 6 yes, 0 no.

- VI. Policy
 - a. Second Reading of Policy # 5001 entitled “District-Wide Safety Plan and Building Level Emergency Response Plans” to replace existing Policy # 5001
 - b. Second Reading of Policy # 5404 entitled “Information Security Breach Policy” to replace existing policy # 5404
 - c. Second Reading of Policy # 5406 entitled “Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy)”
 - d. Second Reading of Policy # 7002 entitled “Education of Homeless Children”
 - e. Second Reading of Policy # 7500 entitled “Education Records” to replace existing policy # 7500 and Regulation # 7500.1

MOTION # 12 – APPROVAL OF POLICY

ON THE MOTION of Mrs. Rizzo, seconded by Mrs. Billings, the board moved to approve the second readings of the following policies: Policy # 5001 entitled “District-Wide Safety Plan and Building Level Emergency Response Plans” to replace existing Policy # 5001, Policy # 5404 entitled “Information Security Breach Policy” to replace existing policy # 5404, Policy # 5406 entitled “Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy)”, Policy # 7002 entitled “Education of Homeless Children”, Policy # 7500 entitled “Education Records” to replace existing policy # 7500 and Regulation # 7500.1. Motion carries 6 yes, 0 no.

- VII. Old Business - None

- VIII. Board of Education Discussion Items - None

IX. New Business

a. Personnel

1. Appointments

- a. Ken Chapman – Full time bus driver effective 5/20/20 at Step 5 of the Non-Instructional contract at \$17.46 per hour
- b. MacKenzie Elliott – Probationary General Special Education Teacher as per resolution effective 9/8/20 with anticipated tenure effective 9/8/24 in Education of Children with Handicapping Conditions – General Special Education with Initial Certification in Special Education 7-12, Initial Certification in Special Education 1-6, and Initial Certification in Childhood Education 1-6 at B4, Step 2 at \$40,732 per year
- c. McKenna Jones - Long Term Sub for FMLA effective 9/2/20 for the 2020-2021 school year at B1, Step 1 at \$37,495 per year pending certification
- d. Abigail Reilly - Long Term Sub for FMLA effective 9/2/20 for the 2020-2021 school year at B1, Step 1 at \$37,495 per year per certification
- e. Kelly Allaire - Long Term Sub for FMLA effective 9/2/20 through 12/22/20 at B1, Step 1 at \$37,495
- f. Sara Kitchen - Probationary Speech and Language Pathologist as per resolution effective 9/8/20 with anticipated tenure effective 9/8/24 in Education of Children with Handicapping Conditions – Education of Speech and Hearing Handicapped Children with Permanent Certification in Speech and Hearing Handicapped at M3, Step 11 with Masters at \$53,368 per year
- g. Kelly Diehl – 16 week paid internship from 9/8/20 through 1/3/21

MOTION # 13 – APPROVAL OF APPOINTMENTS

ON THE MOTION of Mr. Snyder, seconded by Mrs. Rizzo, the board moved to approve the appointments as follow: Ken Chapman – Full time bus driver effective 5/20/20 at Step 5 of the Non-Instructional contract at \$17.46 per hour, MacKenzie Elliott – Probationary General Special Education Teacher as per resolution effective 9/8/20 with anticipated tenure effective 9/8/24 in Education of Children with Handicapping Conditions – General Special Education with Initial Certification in Special Education 7-12, Initial Certification in Special Education 1-6, and Initial Certification in Childhood Education 1-6 at B4, Step 2 at \$40,732 per year, McKenna Jones - Long Term Sub for FMLA effective 9/2/20 for the 2020-2021 school year at B1, Step 1 at \$37,495 per year pending certification, Abigail Reilly - Long Term Sub for FMLA effective 9/2/20 for the 2020-2021 school year at B1, Step 1 at \$37,495 per year per certification, Kelly Allaire - Long Term Sub for FMLA effective 9/2/20 through 12/22/20 at B1, Step 1 at \$37,495, Sara Kitchen - Probationary Speech and Language Pathologist as per resolution effective 9/8/20 with anticipated tenure effective 9/8/24 in Education of Children with Handicapping Conditions – Education of Speech and Hearing Handicapped Children with Permanent Certification in Speech and Hearing Handicapped at M3, Step 11 with Masters at \$53,368 per year, Kelly Diehl – 16 week paid internship from 9/8/20 through 1/3/21. Motion carried 6 yes, 0 no

2. Termination

- a. Caroline Cota – Cleaner as per Resolution effective May 1, 2020

MOTION # 14 – APPROVAL OF TERMINATION

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the board moved to approve the Resolution to terminate Caroline Cota as a cleaner effective May 1, 2020. Motion carried 6 yes, 0 no.

3. Rescind Coaching Positions Appointments as per Resolution for Spring 2020 Sports Season (due to COVID-19 school closure)

MOTION # 15 – APPROVAL OF RESOLUTION TO RESCIND COACHING APPOINTMENTS
ON THE MOTION of Mrs. Billings, seconded by Mrs. Rizzo, the board moved to approve the Resolution to rescind the Spring Coaching Appointments for the Spring 2019 Sports Season due to the COVID-19 school closure. Motion carried 6 yes, 0 no.

- b. CSE/CPSE Recommendations – in official packet

MOTION # 16 – APPROVAL OF CSE/CPSE RECOMMENDATIONS
ON THE MOTION of Mrs. Clark, seconded by Mrs. Rizzo, the board moved to approve the CSE/CPSE Recommendations as found in the official packet. Motion carried 6 yes, 0 no.

- c. Principal Reports

1. Mr. Latella thanked the Crisis Team for their response to the recent tragedy and loss of a student. He discussed the successful interview process for all the positions just appointed. He also wanted to thank all those involved with the successful material deliveries to all the students including bus drivers, faculty and staff. Lastly he discussed all the end of year celebrations that the elementary is working on that will be done in a manner that follows the current recommendations.
2. Mr. Nichols shared that he, the advisers and the seniors are all still working on a graduation program. Our students want a more personal graduation while following the guidelines set forth by the state. They are currently considering a “drive-in” graduation as well as a Virtual Awards Night to tentatively be held on June 24, 2020. Another idea is to hold a Senior Parade.

- X. Correspondence - None
- XI. Question & Answer Opportunity - None
- XII. Executive Session and appoint temporary District Clerk

MOTION # 17 – ENTER EXECUTIVE SESSION

ON THE MOTION of Mr. Filipovich, seconded by Mr. Snyder, the board moved to enter into Executive Session at 7:31 pm 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 with Mrs. Rizzo acting as Temporary District Clerk. Motion carried 6 yes, 0 no.

Mr. Mitchell left at 7:53 pm

- XIII. Adjourn Executive Session

MOTION # 18 – ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Mr. Filipovich, the board moved to adjourn Executive Session at 8:23 pm. Motion carried 6 yes, 0 no.

- XIV. Adjournment

MOTION # 19 – ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Mr. Filipovich, the board moved to adjourn for the evening at 8:24 pm. Motion carried 6 yes, 0 no.

The Budget Hearing and Workshop Meeting of the Board of Education of Madison Central School was held on May 26, 2020 at 7:00 pm via Google Meet.

MEMBERS PRESENT: Mrs. Laura Billings
Ms. Jessica Clark
Mrs. Jennifer Lavoie
Mrs. Brittany Rizzo
Mr. Jona Snyder

MEMBERS ABSENT: Ms. Stephanie Clark
Mr. Mike Filipovich

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mr. Larry Nichols, Building Principal
Mr. Brian Latella, Elementary Principal
Mrs. Melanie Brouillette, Treasurer
Ms. Tracey Lewis, District Clerk

- I. Call to Order
 - a. Mrs. Lavoie called the meeting to order at 7:01 pm.
- II. Public Forum
 - a. None
- III. Budget Presentations
 - a. Candidate Statements
 1. Mrs. Laura Billings introduced herself and her candidacy.
 2. Ms. Jennah Turner introduced herself and her candidacy.
 3. Mr. Jona Snyder introduced himself and his candidacy.
 - b. Mr. Mitchell presented the 2020-2021 School Budget
 - c. The budget vote ballots are being mailed to all registered voters in the district and are due back to the District Office NO LATER than 5 pm on June 9, 2020 to be counted.
- IV. Executive Session and appoint temporary District Clerk

MOTION # 17 – ENTER EXECUTIVE SESSION

ON THE MOTION of Mrs. Rizzo, seconded by Mrs. Clark, the board moved to enter into Executive Session at 7:24 pm 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 with Mrs. Rizzo acting as Temporary District Clerk. Motion carried 5 yes, 0 no.

- V. Adjourn Executive Session

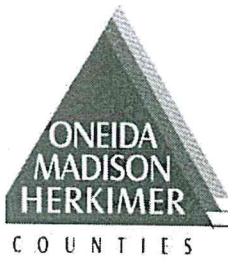
MOTION # 18 – ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Mrs. Clark, the board moved to adjourn Executive Session at 7:48 pm. Motion carried 5 yes, 0 no.

- VI. Adjournment

MOTION # 19 – ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the board moved to adjourn for the evening at 7:49 pm. Motion carried 5 yes, 0 no.



School Boards Institute

“Children First”

5/29/20

Calendar – 2020-21

GENERAL MEMBERSHIP MEETINGS

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

*****In person SBI activities will be dictated by the Governor’s Executive Order. If in person gatherings are not allowed, we will implement our meetings using a Zoom platform.*****

September 24, 2020
(Thursday)

Topic: TBD at our Executive Committee meeting June 1, 2020

Time: Registration and Light Dinner 6:00 p.m.

Program starts at 6:30 p.m.

Site: Oneida BOCES

November 12, 2020
(Thursday)

Topic: Preparing our schools and students for extended virtual learning platform

Time: Registration and Light Dinner 6:00 p.m.

Program starts at 6:30 p.m.

Site: Oneida BOCES

January 28, 2021
(Thursday)

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

Time: Registration, Coffee and Dessert Reception 6:00 p.m. / Program 6:30

pm

February 4, 2021

(Snow date)

Program starts at 6:30 p.m.

Site: Oneida BOCES

April 29, 2021

Topic: “School and Community Program Showcase of Component Districts from the Herkimer BOCES region”

Program Fair visitation and presentations 5:15 – 6:30 pm

(Thursday)

Time: Dinner 6:30 – 7:15p.m.

Program 7:15 p.m. – Synopsis of programs by appropriate individuals

&

Technology update

Site: Herkimer BOCES

May 13, 2021
(Thursday)

Topic: Distinguished Service Awards & Student Achievement Awards

Time: “Check in” 5:15 - 5:45 p.m.

Student Musical Group 5:45 p.m. - 6:00 p.m.

Dinner at 6:00 p.m.

Program begins immediately after dinner

Site: Twin Ponds Golf and Country Club



School Boards Institute

"Children First"

Calendar – 2020-21

EXECUTIVE COMMITTEE MEETINGS

(These meetings are for district representatives)

September 10, 2020
(Thursday)

Topic: Reorganization & Business Meeting
Site: Oneida BOCES

December 7, 2020
(Monday)

Topic: Business Meeting & Legislative Agenda & Draft Calendar
Site: Oneida BOCES
Moved as per last Executive Committee meeting

March 8, 2021
(Monday)

Topic: Business Meeting & Nominations
Site: Oneida BOCES

June 7, 2021
(Monday)

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

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

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

TBD- SAA / SDA Selection Committee Meeting



Calendar – 2020-21

BOARD MANDATED TRAINING WORKSHOPS

(For BOE members elected on June 9, 2020)

- October 7, 2020
(Wednesday-Part 1) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. "Check in" and light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES (Oneida Room)
- October 21, 2020
(Wednesday- Part 2) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. "Check in" light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES (Oneida Room)
- November 4 , 2020
(Wednesday - Part 1) **Topic: Fiscal Oversight Fundamentals Training (FOT)**
Time: 5:30 p.m. "Check in" and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES
- November 18, 2020
(Wednesday -Part 2) **Topic: Fiscal Oversight Fundamentals Training (FOT)**
Time: 5:30 p.m. "Check in" and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES

(NOTE: BOTH SESSIONS ARE REQUIRED FOR BOE MEMBERS ELECTED IN 2020)

BOARD MANDATED TRAINING WORKSHOPS Continued

(For BOE members elected on May 18, 2021)

- June 10, 2021
(Thursday-Part 1) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. "Check in" and light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES (Oneida Room)
- June 14, 2021
(Monday- Part 2) **Topic: New BOE Member Orientation & Required Training**
Time: 5:30 p.m. "Check in" light dinner; Program 6:00 - 9:00 p.m.



School Boards Institute

“Children First”

Site: Oneida BOCES (Oneida Room)

June 17, 2021
(Thursday - Part 1)

Topic: Fiscal Oversight Fundamentals Training (FOT)
Time: 5:30 p.m. “Check in” and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES

June 21, 2021
(Monday -Part 2)

Topic: Fiscal Oversight Fundamentals Training (FOT)
Time: 5:30 p.m. “Check in” and Light dinner; Program 6:00 - 9:00 p.m.
Site: Oneida BOCES

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

2020-21 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS

August 19, 2020
(Wednesday)

Topic: “Planning schools, events and activities in a virtual platform”
(IE. Graduation ceremony, awards ceremony, board meetings, etc.)
Time: 6:00 p.m. “Check In” and Light dinner
Site: Oneida BOCES

September 14, 2020
(Monday)

Topic: “Meet the Candidates” Congressional Candidates
Time: 6:00 p.m. “Check In” and Light dinner
Site: Twin Ponds

September 28, 2020
(Monday)

Topic: “Meet our NYS Assembly”
Time: 6:00 p.m. “Check In” and Light dinner
Site: Twin Ponds

October 19, 2020
(Monday)

Topic: “Meet our NYS Senate Candidates”
Time: 6:00 p.m. “Check In” and Light dinner
Site: Twin Ponds

***** If we are allowed in person meetings, events on September 28 and October 19, 2020 (Meet our NYS Assembly and NYS Senate Candidates) will be combined as usual on the below date, October 5, 2020. *****



School Boards Institute

“Children First”

October 5, 2020 **Topic: “Meet our NYS Assembly and NYS Senate Candidates”**
(Monday)

Time: Registration and Light Dinner 5:15 p.m.
Congressional Program starts at 5:45 p.m.
Site: Twin Ponds

October 29-31, 2020 NYSSBA Convention in New York City Hilton
(Thursday - Saturday)

November 19, 2020 **Genesis “Honor Education Celebration”**
(Thursday)

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

Time: 6:00 p.m.
Site: Harts Hill Inn

2020-21 BOARD DEVELOPMENT / INFORMATION / RECOGNITION WORKSHOPS continued...

December 21, 2020 **Topic: “Fiscal Planning for 2020-21 & Advocacy Initiatives”**
(Monday)

Presenter: NYSSBA Governmental Relations staff
Time: 6:00 p.m. “Check in” and Light dinner
Site: Oneida BOCES

January 11, 2021 **Topic: “Timely Curriculum Topic”**
(Monday)

Presenter: OMH Professional Development Teams
Time: 6:00 p.m. “Check in” and Light dinner
Site: Oneida BOCES

February 14-15, 2021 **Topic: NYSSBA Capital Conference - Lobby Day is Monday, February 15th**
(Sunday - Monday)

Time: Appointments with Legislators/ (First meeting 9:30 am)
Site: State Legislative Offices, Albany, NY
OMH-SBI Legislative Committee will schedule times with Assembly and Senate Representatives

February 24, 2021 **Topic: “BOE Clerk Round Table & Legal Updates” Workshop**
(Wednesday)

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

Madison Central School Board of Education

Meeting Schedule for 2020-2021

All meetings begin at 7:00 pm

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

July 7, 2020 – Reorganizational & Regular Meeting 6:30 pm & 7 pm

July ____, 2020 - Retreat

August 18, 2020- R

September 15, 2020 - R

October 20, 2020 – R

November 17, 2020 - R

December 15, 2020 – R

January 19, 2021 – R

February 9, 2021 – R (2nd Tuesday)

March 2, 2021 - BW

March 16, 2021 – R

April 13, 2021 – BW – 2nd Tuesday due to vacation

April 20, 2021 – R & BOCES Vote

May 4, 2021 – Budget Hearing

May 18, 2021 – Budget Vote & R @ 7:30 pm

June 1, 2021 - W

June 15, 2021 - R

R – Regular Meeting

BW – Budget Workshop Meeting

W – Workshop Meeting

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

Annual Drinking Water Quality Report for 2019
Madison Village
7358 State Route 20
Madison, NY 13402
PWS # NY2602378

INTRODUCTION

To comply with State regulations, the Village of Madison, will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year, your tap water met all State drinking water health standards. We are proud to report that our system did not violate a maximum contaminant level or any other water quality standard. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards.

If you have any questions about this report or concerning your drinking water, please contact Mark Lewis, Water Operator, Village of Madison at 315-893-1894. We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled village board meetings. The meetings are held the second Wednesday of every month at 7:00 P.M. at the Village Offices.

WHERE DOES OUR WATER COME FROM?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water system serves approximately 450 people through 160 service connections. Our water source is a 75-foot drilled well which is located off Solsville Road. Our well water is disinfected with chlorine prior to distribution. We also have a backup spring source, to only be used in the event of an emergency. Approval from the Madison County Department of Health is required prior to the utilization of the spring source. The spring source is not disinfected and is not normally distributed to our customers.

NEW YORK STATE DEPARTMENT OF HEALTH SOURCE WATER ASSESSMENT – GROUNDWATER SOURCE

The NYS DOH has completed a source water assessment for this system, based on available information. Possible and actual threats to this drinking water source were evaluated. The state source water assessment includes a susceptibility rating based on the risk posed by each potential source of contamination and how easily contaminants can move through the subsurface to the wells. The susceptibility rating is an estimate of the potential for contamination of the source water, it does not mean that the water delivered to consumers is, or will become contaminated. See section "Are there contaminants in our drinking water?" for a list of the contaminants that have been detected. The source water assessments provide resource managers with additional information for protecting source waters into the future.

The public water supply serving the Village of Madison is derived from 1 drilled well. The source water assessment has rated this well as having a high to very high susceptibility rating for microbials, a high susceptibility for industrial solvents, a medium-high to high susceptibility for other industrial contaminants, and a very high susceptibility for

nitrates. These ratings are due primarily to the close proximity of permitted discharge facilities (industrial/commercial facilities that discharge wastewater into the environment and are regulated by the state and/or federal government) identified within the assessment area. Based on submitted data, the well draws from fractured bedrock and overlying soils may not provide adequate protection from potential contamination. Please note that, while the source water assessment rates the well as being susceptible to microbials, the water is disinfected to ensure that the finished water delivered into your home meets the New York State drinking water standards for microbial contamination.

NEW YORK STATE DEPARTMENT OF HEALTH SOURCE WATER ASSESSMENT – SPRING SOURCE:

The NYS DOH has evaluated this PWS’s susceptibility to contamination under the Source Water Assessment Program (SWAP), and their findings are summarized in the paragraph(s) below. It is important to stress that these assessments were created using available information and only estimate the potential for source water contamination. Elevated susceptibility ratings do not mean that source water contamination has or will occur for this PWS. This PWS provides does not provide treatment and regular monitoring for this emergency use source. This assessment found an elevated susceptibility to contamination for this emergency source of water. The amount of agricultural and residential lands in the assessment area results in elevated potential for microbials, phosphorus, DBP precursors, and pesticide contamination. While there are some facilities present, permitted discharges do not likely represent an important threat to source water quality, there are no noteworthy contamination threats associated with other discrete contaminant sources. Finally it should be noted that underground water flows to springs could make water sources highly sensitive to existing and new sources of contamination from solvents and petroleum products. In the event that we will be required to distribute water from our emergency spring source we will be required to issue a boil water order for all residents served by the water system. If you have any questions or concerns regarding the Source Water Assessments or if you would like to review it please feel free to contact the Madison County Department of Health at 315-366-2526

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, inorganic compounds, nitrate, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds. The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA’s Safe Drinking Water Hotline (800-426-4791) or the Madison County Health Department at 315-366-2526.

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample	Level Detected Avg/Max (Range)	Unit	MCLG	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination
Inorganic Contaminants							
Nitrate	No	3/5/19	2.34	ppm	10	10	Runoff from fertilizer and erosion from natural deposits.



Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

OFFICE OF INTERMUNICIPAL LEGAL SERVICES

Phone: 315.361.5522 ♦ Fax: 315.361.5595

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VERA CANOVA, Labor Relations Associate, vcanova@moboces.org
KATHLEEN L. PARKER, Senior Office Specialist, kparker@moboces.org

May 19, 2020

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

Dear Mr. Mitchell:

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

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

Respectfully,

Andrew V. Lalonde
Labor Relations Coordinator / School Attorney

CC: Ms. Melanie Brouillette, Business Manager

AGREEMENT

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

RECITALS

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

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

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

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

COVENANTS

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

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2020, and shall extend through and including June 30, 2021.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$110.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

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

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

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

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

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to DISTRICT:**
Mr. Jason Mitchell, Superintendent of Schools
Madison Central School District
7303 State Route 20
Madison, NY 13402

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

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

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

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

For the DISTRICT

Date

For the BOCES

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

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

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date

CERTIFICATION BY BOCES BOARD CLERK

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

SIGNATURE OF BOCES BOARD CLERK

Date



May 15, 2020

OPERATOR ID 02232

MADISON CENTRAL SCHOOL
ROUTE 20
MADISON, NY 13402

Dear Motor Carrier:

Enclosed is the annual New York State Department of Transportation Bus Inspection System Operator Profile that summarizes the results of vehicle inspections performed on your fleet by the Department during the last State Fiscal Year (April 1, 2019 to March 31, 2020). For regular inspections, the profile identifies the number and percentage of vehicles that passed or were placed Out-of-Service (OOS) due to one or more OOS defects. It is the Department's continued goal to have all operators pass at least 90% of their scheduled safety inspections. The current statewide average OOS rate is 4.6% (95.4% pass rate).

We congratulate those operators who have achieved the goal of a 90% or greater pass rate. Your commendable performance indicates a strong dedication to safety and a commitment to sound maintenance standards and practices.

Operators who have a passing rate of less than 90%, it is requested that your organization examine the enclosed profile inspection data and immediately update your maintenance program in order to achieve the Department's stated goal. Your Regional Bus Inspection Program Supervisor is available to review the actions being taken and provide assistance, if necessary, to address any needed changes.

For those operators whose OOS rate is 25% or greater and fall under the Department's enforcement program, you will be contacted shortly to address your unacceptable poor performance. Actions include, but are not limited to, civil penalties, unannounced vehicle inspections, denial of B & C privileges, and compliance reviews.

You can find contact information for the Supervising Motor Vehicle Inspector in your area at:
<https://www.dot.ny.gov/divisions/operating/osss/bus/contact-list>

Please visit <https://www.dot.ny.gov/divisions/operating/osss/bus> for program updates.

New York State Department of Transportation
Office of Modal Safety and Security
Passenger Carrier Safety Bureau



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

April 16, 2020

Operator: 02232

Profile Period: 04/01/2019 to 03/31/2020

MADISON CENTRAL SCHOOL

ROUTE 20

MADISON, NY 13402

Operator Category Status: Preferred

OUT OF SERVICE RATE FOR THE PROFILE PERIOD ABOVE IS:

3.70%

(This rate reflects the results from full and critical item inspections for this operator only. Failed inspections occur when at least one "A" defect is identified)

INSPECTION PERFORMANCE

Inspection Summary of Full and Critical Item Inspections:

	<u>Total</u>	<u>Percent</u>
Inspections:	27	
Passed (With No "A" Defects):	26	96.30%
Failed (With At Least 1 "A" Defect):	1	3.70%



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

April 16, 2020

Operator: 02232

Profile Period: 04/01/2019 to 03/31/2020

MADISON CENTRAL SCHOOL

ROUTE 20

MADISON, NY 13402

Operator Category Status: Preferred

DETAIL SUMMARY

<u>Inspections</u>	<u>Total</u>
Full Inspection	13
Critical Above	11
Critical Below	3
Re-Inspection	1
Post Accident	0
Fleet	0
Random	0
New in Service	0
Distributor	0
Special	0
<u>Non-Inspection Transactions</u>	<u>Total</u>
Non Present	0
Temp OOS	0
Perm OOS	2
Certificate Replacement	0
Transfer	0
Misc.	0



Department of Transportation

BUS INSPECTION SYSTEM OPERATOR PROFILE

April 16, 2020

Operator: 02232

Profile Period: 04/01/2019 to 03/31/2020

MADISON CENTRAL SCHOOL

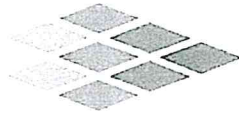
ROUTE 20

MADISON, NY 13402

Operator Category Status: Preferred

DEFECT SUMMARY (Full or Critical Inspections Only)

<u>Item</u>	<u>Total</u>
"A" DEFECTS	
42.02-1-A ---HIGHWAY OPERATION PROHIBITED--- EMERGENCY/PARKING BRAKE CONTROL ROD OR CABLE; HOSES; LINES:1. CONTROL ROD IS BENT; LOOSE OR WORN TO A POINT WHERE IT CANNOT PERFORM ITS INTENDED FUNCTION	1
"B" DEFECTS	
19.02-1-B UPHOLSTERY:1. ANY REQUIRED FIRE BLOCK UPHOLSTERY MISSING; RIPPED; TORN; OR SEPARATED	1
19.02-2-B UPHOLSTERY:2. ANY SEAT MATERIAL SO DEFECTIVE THAT THE INTEGRITY OF PASSENGER PROTECTION AND SAFETY IS AFFECTED	1
20.00-2-B EMERGENCY DOOR(S):2. FMVSS HOLD-OPEN REQUIREMENT MISSING OR INOPERATIVE	1
25.04-1-B DOOR SEALS:ANY DOOR SEAL SO DAMAGED AS TO ALLOW EXHAUST GASSES TO ENTER THE PASSENGER COMPARTMENT	1
26.02-1-B MARKER/REFLECTORS:1. ANY MARKER/REFLECTOR THAT FAILS TO FUNCTION AS DESIGNED/INTENDED.	1
Maintenance Records	
52.09-1-N BRAKE TEST NOT PERFORMED:DUE TO UNSAFE VEHICLE CONDITION	1
53.00-1-N MAINTENANCE & RECORDS:MAINTENANCE & RECORDS	17
Records Not Presented	0
PMI Exceeded	0
PM Records Incomplete	0
DVIRs Not Presented	0



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
PATRICIA M. VACCA, Assistant Superintendent for Curriculum & Instruction
LISA M. DECKER, Deputy Superintendent for Finance & Operations

May 26, 2020

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

Dear Jason:

Enclosed please find the annual motion and cooperative bidding agreement to authorize your district's 2020-21 participation in Cooperative Bidding Services.

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

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

Thank you.

Sincerely,

Lisa M. Decker
Deputy Superintendent for Finance & Operations

COOPERATIVE BIDDING AGREEMENT

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

WITNESSETH

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

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

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

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

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2020-2021, said time period to extend to June 30, 2021, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.

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

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

MADISON-ONEIDA BOARD OF
COOPERATIVE EDUCATIONAL SERVICES (BOCES)

District Superintendent

PARTICIPANT

Superintendent

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

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 2020-2021 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

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

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

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

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

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

CERTIFICATION OF DISTRICT CLERK

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

DATED _____

SIGNATURE _____

Policy

STUDENTS

7004

NON-RESIDENT STUDENTS

- I. The Board of Education affirms that its primary responsibility is to provide the best possible educational opportunities for the children who are legal district residents and who are of legal age to attend school. The Board of Education will consider acceptance of non-resident students where circumstances permit, as noted in this policy.
- II. A non-resident student shall be defined as a student whose parents or legal guardian(s) reside outside the boundaries of the Madison Central School District.
- III. It shall be the policy of the Madison Central School District to accept non-resident students for attendance in the school district subject to the following guidelines:

A. All non-resident student(s) must complete an application between January 1st and May 1st for placement annually. Applications must be filed with the ~~Superintendent of Schools~~ *SCHOOL PRINCIPAL* no later than May 1st and will be on a first come, first served basis. The parents/guardians must present proof of a student's good academic and disciplinary standing before admission to Madison Central School.

B. All non-resident student applications will be subject to approval by the ~~Superintendent of Schools~~ *SCHOOL PRINCIPAL* and the Board of Education.

C. Non-resident students will be accepted on the following conditions:

1. A proper educational program exists at Madison Central School.
2. No additional staffing is needed.
3. Space is available. The acceptable number of students per class will not be exceeded as noted below.

<u>GRADE</u>	<u>RANGE</u>
K-3	15-19
4-6	16-20
7-12	17-21

D. The tuition will be established annually by the Board of Education. The tuition fee provides for the basic educational program. It will not exceed the rate prescribed by the Commissioner of Education, according to the Seneca Falls Formula.

Tuition rates will be payable in full prior to the start of each semester. If payment is not received by the beginning of each semester (~~September 1st and January 1^{7th}~~), the student(s) will not be allowed to attend that semester.

E. Transportation will be the parent/guardian responsibility.

POLICY

STUDENTS

7004

NON-RESIDENT STUDENTS

- F. A non-resident student's continued attendance will be dependent on a student maintaining a passing average in all subjects in compliance with the District's Code of Conduct and Student Attendance Policy. A student who is denied continued attendance in the District for disciplinary reasons is entitled to due process procedures for a student disciplinary hearing in accordance with the provision of the Education Law Section 3214. A student who is denied continued attendance for academic reasons shall be entitled to an informal conference with the Superintendent of Schools before any decision is made to terminate a student's attendance during or at the end of the school year for this reason.
- IV. In the case whereby a non-resident parent, guardian, or grandparent of a non-resident student pays property taxes in the Madison Central School District for the current school tax year, the amount of tax shall be deducted from the assessed tuition.
- V. Non-resident students whose behavior is judged by the Superintendent or his/her designee to be unmanageable, disruptive or in violation of the Code of Conduct may be denied continued attendance in the school district, according to the due process procedures in the Education Law Section 3214.
- VI. Children of parents or guardians who have moved out of the school district during the school year may be permitted to complete the semester. Seniors may request to be allowed to complete the school year. The decision will be based on academic, behavior and attendance records of the senior.
- VII. Students from other nations who are living with district residents may be enrolled at the discretion of the Superintendent and the Board of Education.
- VIII. Children placed in foster homes, free family homes, and similar circumstances will be admitted in accordance with the law. The appropriate outside agency or district will be billed for tuition where applicable.
- IX. School districts may also contract with other school districts for the instruction of non-resident pupils. If class size enrollment allows, a child residing outside the Madison Central School District may be permitted to attend a unique class, course, or program at Madison Central School District provided that the course or class is not available in his/her own school district.
- X. All approval of non-resident students shall be reviewed annually and permission to attend as a non-resident student may be revoked at the discretion of the District for academic or disciplinary reasons in accordance with the procedures set forth in this policy. While attempts will be made to continue the attendance of approved non-resident students from one year to the next, factors such as student-teacher ratio and staffing needs may force the District to withdraw permission to attend, and to limit its acceptance of any non-resident students in any given year. Students whose attendance cannot be continued for these

POLICY

STUDENTS

7004

NON-RESIDENT STUDENTS

reasons will be entitled to an informal conference with the Superintendent prior to any final decision being made.

Madison Central School District

Adopted: 1984

Revised: 10/19/95, 06/13/96, 05/19/99, 09/12/02, 08/23/05, 10/11/05, 07/08/15, 09/15/15,
11/07/16

PERSONNEL

LEAVES OF ABSENCE FOR COVID-19 QUALIFYING REASONS

I. Statement of Policy

- A. It is the policy of the District to allow an employee to be absent from his/her duties for the reasons stated in the Families First Coronavirus Response Act (FFCRA). The FFCRA requires certain employers to provide their employees with paid sick leave (EPSL), and expanded family and medical leave (FMLA+), for certain, specified reasons related to COVID-19.
- B. This Policy and any administrative regulations or procedures approved by the Superintendent shall be implemented so as to comply with the FFCRA and any current or subsequent regulations as they may relate to COVID-19 related leave, and any applicable provisions of the District's collective bargaining agreements.
- C. These provisions are effective from April 1, 2020 through December 31, 2020 unless modified by Federal legislation.

II. Emergency Paid Sick Leave

- A. An employee is entitled to take up to eighty (80) hours of their regular rate of pay, or a part time employee's two-week equivalent, of Emergency Paid Sick Leave if the employee is unable to work, including unable to telework, because the employee:
 - 1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - 2. Has been advised by a health care provider to self-quarantine related to COVID-19;
 - 3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - 4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
 - 5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
 - 6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.
- B. An Employee will be paid at the following rates, dependent upon the qualifying reason for taking EPSL:
 - 1. If the employee qualifies for EPSL related to §II(A)(1), (2), or (3) above, 100% of their regular rate of pay, up to a maximum of \$511.00 daily, and \$5,110.00 in total;

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

2. If the employee qualifies for EPSL related to §II(A)(4), (5) or (6) above, two-thirds (2/3) of their regular rate of pay, up to \$200.00 daily, with a maximum to payout of 2,000 total;

C. To be eligible for EPSL, an employee must have been employed by the District for a minimum of one (1) day.

III. Expanded FMLA

A. Employees who have been employed for at least thirty (30) days prior to their leave request may be eligible for up to twelve (12) weeks of Expanded FMLA, ten (10) weeks of which may be partially paid for reasons related to §II(A)(5).

B. An employee who qualifies for leave to care for a minor child who is between the ages of 15 and 17 (purpose 5 in §II(A)), or is over the age of 18 and unable to care for themselves because of disability, must provide special circumstances as to why this leave must be used.

CHOOSE FROM ONE OF THE FOLLOWING:

~~C. An employee shall be paid at 2/3 of their regular rate of pay, for up to ten (10) weeks of paid Expanded FMLA. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks.~~

<or>

D. For Expanded FMLA, the District/BOCES requires that employees use any accruals for the hours the employee would otherwise be scheduled to work, as this is consistent with existing district policy and practices for other leave(s). Once this leave is exhausted, any additional leave shall be paid at 2/3 of their regular rate of pay, for up to ten (10) weeks of paid Expanded FMLA. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total when using emergency paid sick leave for the first two weeks.

IV. Coordination with Paid Leave and Regular FMLA

YES **A.** **OPTIONAL:** The District/BOCES will allow employees to elect to substitute any accrued vacation leave, personal leave, or medical or sick leave if the reason the leave is taken provides for partial paid leave under this Policy. The amount of paid leaves and use of accrued leave shall not exceed the employee's regular rate of pay .

B. The total leave time available to an employee for the FMLA Policy, and this Policy, is twelve (12) weeks. Therefore, if an Employee has taken FMLA pursuant to existing District Policy his or her available leave time under this Policy will be reduced by the amount of time used, or that will be used, during the current year.

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LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

C. COVID-19 FMLA Leave time is a supplemental benefit to the current FMLA provisions. The amount of leave provided for in this Policy does not carry over to the following year and expires on December 31, 2020.

V. Intermittent or Reduced Schedule Absence

A. EPSL must be taken in full-day increments, and not intermittently, if the leave is being taken because:

1. An employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. An employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. An employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. An employee is caring for an individual who either is subject to a quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
5. An employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

YES (B.)

B. OPTIONAL: If requested by the employee he or she may take paid sick leave intermittently under expanded FMLA if the employee is caring for a minor child whose school or place of care is closed, or whose child care provider is unavailable due to COVID-19 related reasons.

VI. Information Provided by District to Employees

A notice explaining EPSL and FMLA+, and providing other required information, shall be posted physically in District buildings, and provided to employees, in a manner that complies with federal regulations. A copy of the general notice shall also be provided to each new employee.

VII. Information Provided by Employees to District

A. The employee must provide the District with a written request for leave that includes the following information:

1. The employee's name;
2. The date or dates for which leave is requested;
3. A statement of the COVID-19 related reason the employee is requesting the leave and written support for the reason; and
4. A statement that the employee is unable to work, including that the employee is unable to telework, for the qualifying reason.

OK

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

- B. The written statement of support required under this Policy must include the following:
1. In the case of a quarantine or isolation order, or recommendation from his or her provider:
 - i. The name of the government entity ordering quarantine or the name of the healthcare provider advising self-quarantine or isolation; and
 - ii. If the employee is caring for an individual under a governmental order of quarantine or on recommendation of a healthcare provider, that person's name and relation to the employee.
 2. In the case of an employee taking leave to care for a minor child whose school, daycare, or childcare provider is closed, or unavailable due to COVID-19 related reasons:
 - i. The name and age of the child or children to be cared for;
 - ii. The name of the school or place of care that has closed or unavailable;
 - iii. A representation that no other person will be providing care for the child during the period for which the employee is requesting leave; and
 - iv. If the care is for a child older than 14 during daylight hours, a statement that special circumstances exist requiring the employee to provide care.
- C. Employees shall responsively answer District questions intended to clarify whether an absence qualifies as an allowable absence, and to allow planning for the employee's absence.

VIII. Continuation of Health Care Insurance

- A. During any absence that qualifies for treatment under this Policy, the District shall maintain the employee's coverage under a group health insurance plan on the same conditions as coverage was provided prior to the absence. In addition,
1. Any changes made to the scope or terms of coverage provided to active employees under the group health plan will be made available to an employee absent from work in accordance with this Policy.
 2. Notice of any opportunity to change plans or benefit levels that occurs while the employee is absent will be given to the employee.
 3. The District's continuation of group health plan benefits will end if circumstances occur that end, or would have ended, the employment relationship with the absent employee.
- B. During an allowable absence under this Policy and FMLA, an employee's obligation to pay group health insurance premiums continues. Notice of this obligation will be given at the time that the absence is designated as coming under this Policy.
1. If paid leave is applied to an allowable absence, employee premium obligations shall be deducted from payroll in the usual manner.

PERSONNEL

LEAVES OF ABSENCE FOR SERIOUS HEALTH CONDITIONS OR FAMILY CARE

- 2. If the allowable absence is unpaid, the employee is required to make payment to the District at the time that a payroll deduction would otherwise have been processed by the District.
 - i. If the employee’s payment is more than 30 days late, the Superintendent shall decide whether the District will exercise its right under FMLA to discontinue the employee’s coverage.
 - ii. If an employee fails to make a payment, the Superintendent shall decide whether the District will exercise its right under FMLA to recover the amount from the employee.

IX. Reinstatement Rights

An employee absent for a purpose within the scope of this Policy and compliant with obligations under this Policy will be reinstated to their same or an equivalent position at the end of the absence, provided the employee continues to meet the qualifications for the position and the employee’s employment would not have been terminated or altered had the employee not been absent.

X. Superintendent Responsibility

The Superintendent, or his or her Designee, shall insure that required notices are properly posted in District buildings, that required information is distributed to staff members, and that supervisory personnel are familiar with the District’s obligations as it applies to EPSL and FMLA+, and the internal procedures for meeting those obligations.

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District or BOCES

Cross Ref: FMLA Policy _____

Legal Ref: H.R. 6201; *COVID-19-Related Tax Credits for Required Paid Leave Provided by Small and Midsize Businesses FAQs* (IRS); *Families First Coronavirus Response Act: Questions and Answers* (U.S. Dept. of Labor FAQs (March 2020)); *COVID-19 and the Fair Labor Standards Act Questions and Answers* (U.S. Dept. of Labor FAQs (March 2020)); *COVID-19 and the Family and Medical Leave Act Questions and Answers* (U.S. Dept. of Labor FAQs (March 2020))

Adopted: _____