

Waterville Central School District
Board of Education Meeting
Tuesday, November 14, 2023 at 6 PM
“Bud Dorr” Board of Education Room

~MINUTES~

Board of Education:

Daniel Nichols, *President*
Stephen Stanton, *Vice-President* **Excused**
Justin Barth
Ken Boone
Peter Casatelli **Excused**
Linda Hughes-Kelly
Tim Jones

Guests:

Aimee Cornish
Aaron Cornish
Patty Louise
Tammy Picolla
Michael Shue

Administration:

Dr Jennifer Spring
Cynthia Amarosa
Jennifer Dainotto
Katie Hansen
Karen Hinderling
Lindsay Owens

1-0 CALL TO ORDER

Board of Education President Daniel Nichols called the meeting to order at 6 pm

2-0 PLEDGE OF ALLEGIANCE

3-0 PRELIMINARY ACTION

3-1 Approval of Agenda

Resolution #1

Be it resolved upon the recommendation of the Superintendent of Schools, the proposed agenda for the November 14, 2023 meeting was approved as submitted.

3-2 Approval of Minutes

Resolution #2

Be it resolved upon the recommendation of the Superintendent of Schools, the Minutes of the October 17, 2023 Regular Board of Education Meeting was approved as submitted.

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the following CSE/CPSE recommendations: 30019, 26003, 26101, 21266, 25026, 27029, 21823, 25028, 26106, 25089, 24282, 28018, 24551, 27014, 29016, 25022, 26029, 21297, 25063, 29002, 26028, 26080, 29078, 22007, 21972, 21971, 36015, 33064, 27092, 29090, 32004, 22059, 21980, 22139, 21428, 21247, 25035, 27077, 22036.

Motion Made: KB

Seconded: LHK

Discussion:

Votes Taken: Ayes 5 Nays Abstained Absent PC, SS

4-6 Approval -Treasurer Reports Resolution for Consideration Resolution #8

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the Treasurer Reports for September, 2023.

Motion Made: TJ

Seconded: LH

Discussion:

Votes Taken: Ayes 5 Nays Abstained Absent PC, SS

Informational Treasurer's Reports September:

Appropriation September 2023

Revenue September 2023

Scholarships September 2023

Curtis September 2023

5-0 GOOD NEWS:

- Cross Country Runners Compete at States - Congrats to Logan Baker, Joe Berry, Danny Casatelli on qualifying for the State meet.
- Waterville Central School District Celebrates 150 Years! - A celebration will be held on May 16th at 9:30 am. More information to be shared as the celebration comes closer!

6-0 REPORTS:

Fall Sports Updates and Winter Sign Participation

- Strong participation for this years winter sports
- New team uniforms
- New scoreboard
- Athletic trainer
- SWAY Program
- Great accomplishments mentioned from all of our Fall Sports teams.

PRESENTATION:

Jr/Sr High by the Numbers report given by Mrs Dainotto, *Jr/Sr High Principal*

- A slide show was given showing enrollment, courses offered at WCS and BOCES, attendance, Regents and AP course results, Graduation data, student behavior, clubs and organizations, and updates to the comprehensive counseling plan.
- A College and Career Fair will be held on December 19th from 5-7 PM at the Jr/Sr High School in partnership with Sauquoit Valley CSD. The event will be held in conjunction with the Girls' Varsity Basketball game scheduled on that date.
- Elevating Student Voices: Nine Waterville CSD students and their teacher, Mrs. Nicotera, are participating in this new regional BOCES initiative to foster student leadership, regional collaboration and to promote student agency on topics of interest.

- FFA traveled to Indianapolis for the National FFA Convention traveling with students and teachers from 5 other schools and learning all about food and the aspects surrounding growing, harvesting, presenting, etc.

UPDATES:

Dr Spring, *District Superintendent*, reported on the Blue Ribbon Commission Recommendations and what it entails.

The District Grading Committee has met and will continue to meet. The topics discussed at the most recent meeting included class rank, recognizing graduating seniors, honors benchmarks, the timing of final calculations of grades for seniors, and the weighting of advanced courses.

Teacher Leaders are leading discussions regarding gradebook categories, components and weighting of marking period grades.

Presentation by Cynthia Amarosa, *Business Official*

The Audit Committee will meet with the district's external auditor (D'Arcangelo) at 5 pm on November 20th. The district's external auditor will then present the 2022-23 financial audit at the Special Board of Education meeting at 6pm.

Budget for 23-24 is trending positively and on budget.

Buildings & Grounds UPDATE: The fire alarm in the Bus Garage has been updated and is now operational. Bullet proof glass has been ordered and is in production.

MPS NEWS presented by Ms Hinderling, *MPS Principal*

- Author/Illustrator Bernie Freytag visited with MPS students
- MPS Pep Band performed at the October Matter Meeting
- Halloween Festivities - shout out to the PTA and the Gallagher's for donating pumpkins
- MPS Prize Speaking was an impressive success!
- P2 Veterans Day Celebration - Over \$300 was raised this year for *Clear Path for Veterans*. Huge shout out to Ms Thomas for all her hard work in organizing such a wonderful event! 26 Veterans were able to attend.

7-0 BOARD DISCUSSION:

Linda Hughes-Kelly: Mrs Hughes-Kelly attended the NYS School Board Association's Annual Convention and Expo on October 26-28. Mrs Hughes-Kelly attended several different presentations and brought back great information and guidelines for our Board. Some information she shared was: what constitutes a forum, Executive Sessions, public comment, 'Board Docs' platform and its positive attributes, recruiting teachers and helping to keep staff once hired, and social media protocol. She said it was very informative and interesting.

A 5th grade email was shared regarding their lockers being too small at MPS. It was mentioned that maybe this could be discussed at a future Building Project meeting.

Ken Boone: The use of social media and increasing our output of information to the public.

8-0 PUBLIC COMMENT

AC - Regarding a "combined contract" with another school for ice hockey.

9-0 NEW BUSINESS

9-1 Approval -Resolution for Consideration

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the following resignations, leave requests, Advisors/Coaches, non-instructional and instructional staff appointments

a. RESIGNATIONS

Resolution #9

Name	Position/Tenure Area	Effective Date
Erika Satterlee	School Monitor	10/27/2023

b. LEAVE REQUESTS

None

c. ADVISOR/COACH APPOINTMENTS

Resolution #10

Activity	Name	Rate of Pay	Effective Date	Coaching Certification
Aaron Sirtoli	Unpaid Ski Club Assistant Advisor	N/A	11/15/2023	NA
Paige Neff	Winter Cheerleading Coach	\$2751.06	2023-24	Yes
Jamie Decker	Varsity Baseball Coach	\$3668.08	2023-24	Yes
Colton Stone	Unpaid JV Basketball Assistant	N/A	2023-24	Yes
Rich Bloomquist	Volleyball Announcer & Stats	Minimum wage (1.5 hour single/3.0 hour double)	2023-24	NA
Jamie Lee Broedel	Volleyball Announcer & Stats	Minimum wage (1.5 hour single/3.0 hour double)	2023-24	NA

d. NON-INSTRUCTIONAL

Resolution #11

Name	Title	Type of Appt	Rate	Effective Date
Joanna McNamara	Office Specialist I	Provisional	\$19.07/hr (\$21.19/hr at 90%)	11/20/2023
Amanda Scott	School Monitor	Probationary	\$15.37/hr (\$17.08/hr at 90%)	11/15/2023

e. INSTRUCTIONAL

Resolution #12

Name	Title	Type of Appt	Rate	Effective Date
Bryce Daskiewich	Substitute Teacher	Substitute - Certified	\$115/day	11/15/2023
Colton Stone	Substitute Teacher	Substitute - Uncertified	\$102.50/day	11/15/2023
Wendy Keehfus-Jones	Long-Term Substitute Teacher	Substitute - Certified	\$202.76/day	11/15/2023
Samantha Ward	Substitute Teacher	Substitute - Uncertified	\$102.50/day	11/27/2023
Erin Iles	Substitute Teacher	Substitute - Uncertified	Uncertified Teacher \$102.50/day Aide/School Monitor \$14.70/hr	11/15/2023

f. PROBATIONARY APPOINTMENTS INSTRUCTIONAL: TEACHER ASSISTANT

Upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoint the individual(s) listed below to a probationary appointment as a member of the (Teaching Assistant) in the indicated tenure area contingent upon his/her successful completion of the probationary term for a four-year period as listed.

Name	Position Title	Assignment	Prob Appt Start Date	Prob Appt End Date

g. PROBATIONARY APPOINTMENTS INSTRUCTIONAL: TEACHER

Resolution #13

Upon the recommendation of the Superintendent of Schools, the Board of Education hereby appointed the individual(s) listed below to a probationary appointment in the indicated tenure area contingent upon his/her successful completion of the probationary term and having received composite or overall APPR ratings of either "Effective" or "Highly Effective" in at least three of the four preceding years and a rating higher than ineffective.

Name	Position Title	% of Serv	Assignment	Probation Appt Start Date	Probation Appt End Date	Certification Status	WTA Contract Step
Alison Voelker	SPED K-12	100%	Jr/Sr High	11/27/23	11/27/27	NYS SPED Initial Certificate Student with Disabilities K-12	Step 10

Motion Made: TJ Seconded: KB

Discussion:

Votes Taken: Ayes 4 Nays Abstained 1-DN Absent PC, SS

**9-2 Approval –Student Teaching Placement
Resolution #14**

Be it resolved, upon the recommendation of the Superintendent of Schools, the Board of Education approved the Student Teaching Placements with Utica University:
Zachary Shaler - Health & Physical Education with Mike Greene, MPS (1/2/24-33/1/24) and Shannon Wolanin., Jr/Sr High (3/4/24-5/3/24)

**9-3 Approval – Resolution for Consideration
Resolution #15**

Be it resolved, upon the recommendation of the Superintendent of Schools, the Board of Education approved the Rental of Facilities with the O/H/M BOCES:

Summer School 2023: Drivers Education for 1 classroom at \$435 and ancillary services at \$300.
2023-24 school year for Distance Learning for 1 classroom at \$1,000.

**9-4 Approval – Resolution for Oneida County Preschool Related Service Contract
Resolution #16**

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the contract between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and WATERVILLE CENTRAL SCHOOL DISTRICT, a central school district organized and existing under the laws of the State of New York, having its principal office located at 381 Madison Street, Waterville, NY 13480, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County is in need of the provision of related services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education, through the County's Education of Handicapped Children Program; and

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide related services to preschool children with disabilities in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to eligible preschool students with disabilities, as recommended by the Committee on Preschool Special Education and approved by the appropriate Board of Education from the child's resident school district;

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

1. **TERM OF AGREEMENT**

This Contract shall become effective July 1, 2023 and shall terminate on June 30, 2025, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract. The County shall also have two (2) separate and consecutive options to extend this Contract. Each option shall be for one (1) year and shall be under the same terms and conditions contained in this Contract. Each such option shall be the sole and exclusive right of the County. Each option shall be exercised by the County in writing, and such option period shall commence upon the expiration of the immediately preceding Contract or option period.

2. **RATES**

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates set forth in the Oneida County Related Service Rates Schedule, attached hereto and incorporated hereto as "Appendix A." Any rate changes during the life of this contract will be submitted as amendments to this Contract.

3. **TERMINATION**

- A. By Contractor: Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due, and the Contractor shall undertake no additional expenditures not already required.
- B. By County: This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract, the County may terminate this Contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

4. **SCOPE OF SERVICES**

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner of Education of the State of New York set forth in 8 NYCRR 200.

- A. The Contractor shall provide appropriate Related Services for children with disabilities delivered on an itinerant basis subject to New York State Education Department (hereinafter "NYSED") and the appropriate Board of Education (hereinafter "BOE") approval. The parties hereto agree that "Related Services" as used herein shall have the same meaning as that term is defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).
- B. The Contractor shall provide Related Services for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- C. The Contractor cannot begin providing Related Services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or STAC 1 (System to Track and Account for Children), if the BOE uses the STAC 1, outlining the appropriate Related Services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- D. All financial arrangements for services under this Contract shall be between the County and Contractor as outlined in the section entitled "Conditions of Payment" below. The County will maintain an approved Oneida County Related Services Provider List and ensure that the Contractor is a referral from this list approved by the New York State Department of Education for the County of Oneida.

5. **CONDITIONS OF PAYMENT:**

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- A. The County will set rates for all related services delivered on an itinerant basis subject to NYSED approval.
- B. The County will provide payment of services rendered, as authorized on the child's Individualized Education Program (hereinafter "IEP") and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- C. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- D. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- E. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this Contract.
- F. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed contract so the County can claim Medicaid reimbursement for the Related Services.

6. MEDICAID COMPLIANCE:

The Contractor shall provide with the voucher the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the New York State Education Law:

- A. Dates the child received a Related Service (e.g., physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling, and transportation, as applicable).
- B. Documentation that each Related Service session was verified as delivered by the signature of the service provider.
- C. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- D. All reporting requirements necessary for Medicaid compliance per Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- E. Documentation evidencing the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
- F. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving Related Services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number (hereinafter "CIN"), period of eligibility and any other relevant third-party health insurance information for the purpose of establishing Medicaid as the "payer of last resort." Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all federal, New York State statutes and regulations, and all local rules and regulations.

8. CHILD ABUSE/MALTREATMENT MANDATE

- A. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen and be cleared through the State Central Register of Child Abuse and Maltreatment (hereinafter "SCR").
- B. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education

programs and Related Services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education children.

- C. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- D. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- E. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-a of the New York State Social Services Law for contractors, consultants, and volunteers.
- F. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant Contract and on an ongoing basis as required for special education services and programs for preschool children with disabilities.

9. **CONFIDENTIALITY**

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

10. **REPORTING REQUIREMENTS**

- A. Contractor employed therapists shall be presently qualified to provide Related Services in New York State and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- B. Contractor agrees to attend Committee for Preschool Special Education (hereinafter "CPSE") annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date. Speech pathologists shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified
- C. **Speech-Language Pathologist** OR (2) a physician, physician's assistant or nurse practitioner which denotes the appropriate and current ICD code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. According to 18 NYCRR 505.11, a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- D. **Physical Therapists** must obtain a signed prescription (order/recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD code.
- E. **Occupational Therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD code.

- F. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- G. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency, and duration of Related Services.
- H. The Contractor shall submit an attendance and progress note for each session the child received Related Services on a monthly basis at the minimum, or with the invoice, whichever is presented first. All progress notes submitted must also have the signature and National Provider Identification (NPI) number of this licensed individual and title as well as the direct service provider and title.
- I. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, or if the therapist recommends a change in service or discharge.
- J. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- K. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the year to discuss goals and progress. Whenever services are to be delivered in conjunction with a general education preschool program, the Contractor shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of related services.
- L. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the related services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Related Services if provided in the home.
- M. If two or more Related Services are required for a child, the CPSE Chairperson shall select one of the therapists to act as a Coordinator of Service. If the CPSE determines that a Special Education Itinerant Teacher (hereinafter "SEIT") is to be provided in conjunction with one or more Related Services, the SEIT shall be responsible for the coordination of such services pursuant to Regulations of the Commissioner of Education. Compensation for such services is to be part of the NYSED established rates for the SEIT model.
- N. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.
- O. Upon expiration of the term of this Contract, all files and records shall be retained by the Contractor for six (6) years from the last date of payment under this Contract.

11. **RESPONSIBILITIES OF THE COORDINATOR OF SERVICE**

- A. When two or more Related Services are mandated (not in conjunction with SEIT), the CPSE Chairperson will designate the coordinator of services from the list of approved Related Service providers maintained by the County. The coordinator must be one of the individuals/agencies providing Related Services to the child, as specified by the CPSE. It is suggested that, to the extent possible, service providers be selected from the same agency. It is the responsibility of the coordinator to stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the section entitled "Reporting Requirements" above, the designated coordinator will perform appropriate coordination activities including but not limited to:
 - i. Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate.
 - ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.

- iii. Gathering appropriate progress reports and anecdotal information relating to the student's progress from all Related Service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
- iv. Attend Annual Review meeting and other meetings, if requested by the CPSE chairperson. The coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
- v. Conducting activities such as telephone conferences or other communication practices. Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form. Coordination services can be provided only by a licensed speech pathologist, physical therapist and occupational therapist.
- vi. Billing for Coordination services shall not exceed 10 sessions or service blocks during a September/June session and 2 sessions or service blocks during a July/August session per child. One (1) session or service block consists of a half-hour and will be paid at the rate indicated under the Oneida County Related Service Rates Schedule. Each date of contact and length of time claimed for coordination during the month must be listed and identified. Periods of less than a half-hour block may be combined into half-hour service blocks of coordination services for billing purposes.

12. **MAKE UP POLICY**

- A. Reporting Absences. Habitual absences by the student should be reported to the school district (CPSE) and the Special Education Itinerant Teacher (SEIT) if the child receives SEIT services; if the child receives two or more Related Services, habitual absences shall be reported to the assigned Related Service coordinator appointed by the CPSE Chairperson.
- B. Student Absence or Cancellation. There shall be no makeup for therapy sessions provided under 4410 services which are missed due to a child's absence or cancellation (with or without notice). If a child's illness will necessitate canceling of service for several consecutive sessions, please request the parent/guardian call you to commence Related Services.
- C. Therapist Absence or Cancellation. Related Services which are missed due to the absence or cancellation of the therapist may be made up if the parent consents and the therapist's schedule permits. The makeup sessions must take place within the same week the Related Service was missed.
- D. Prolonged Absence of Therapist. When the therapist is absent for a prolonged period of time, the school district should be notified. The school district is responsible for arranging the replacement for the absent therapist. The school district is responsible for notifying the County of any change of a Related Service provider prior to the change so the County may give the new provider permission to begin services.
- E. Holidays and Other School Closings. The Contractor will follow the calendar of the local school district in which the child resides. Therefore, holiday and other school closings of that particular school district will apply. When Related Services are provided in a mainstream preschool setting, the preschool calendar will be followed except where written prior arrangements have been mandated by the school district and approved by the County.
- F. Limitations on Scheduling Therapy Makeup Sessions. Make up sessions must be clearly documented on the appropriate session notes with reasons for the makeup session.

13. **INSURANCE**

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate during the term of this Contract. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The Contractor agrees to have the County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or

companies showing proof of insurance as stated heretofore. The Contractor further agrees to provide that such coverage shall not be terminated without prior notice to the County of at least thirty (30) days. The Contractor grants Oneida County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverage required hereunder.

14. INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Contract.

15. EXCLUSIVITY

- A. The County retains the right to reassign children receiving Related Services under the terms of this Contract to other Contractors or its own employees.
- B. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Related Services in Oneida County.

16. INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Contract and may continue to make its services available to the public.
- C. The Contractor's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- D. Contractor acknowledges and agrees that its employees and agents shall not be eligible for any County employee benefits, including retirement membership credits.
- E. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees and agents under this Contract, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the employees and agents, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Contract.
- F. The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Contractor agrees to comply with federal and state laws as supplemented in the United States Department of Labor regulation and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

17. **SUBCONTRACT**

The Contractor may not assign the Contractor's rights and obligations under this Contract, or subcontract with or employ another to provide the services described above of this Contract, without the prior written consent of the County.

18. **EXPENSES**

Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

19. **TRAINING**

Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same.

20. **ADVICE OF COUNSEL**

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

21. **ENTIRE AGREEMENT**

The terms of this contract, the Oneida County Related Service Rates Schedule, the attached Standard Oneida County Conditions Addendum (Appendix B), and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Contract. No waiver, alterations or modifications of and provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

CONTRACTOR

BY: _____

BY: _____

Anthony J. Picente Jr.
Oneida County Executive

Jennifer Spring, Ed.D.
Superintendent

DATE: _____

DATE: _____

Approved

BY: _____

BY: _____

Ellen S. Rayhill
Assistant County Attorney

Daniel Nichols
President, Board of Education

DATE: _____

DATE: _____

**9-5 Approval – Resolution for Pilot Agreement with NSF Marshall Site 1,2,&3
Resolution #17**

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the Pilot agreement contract between the NSF Marshall LLC and the Waterville Central School District.

WHEREAS, NSF Marshall Site 1, LLC, NSF Marshall Site 2, LLC, and NSF Marshall Site 3, LLC (the “Companies”) each intend to build and operate a solar energy system as defined by the New York State Real Property Tax Law Section 487 (the “Projects”) located at Brothertown Road in the Town of Marshall; and

WHEREAS, the Waterville Central School District and Companies seek to enter into a 15 year payment in lieu of tax agreement for each project in which the School District will receive \$750 a year for the NSF Marshall Site 1 and NSF Marshall Site 2 projects and \$450 a year for the NSF Marshall Site 3 project for the term of the agreement.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Education authorizes the Superintendent of Schools to execute legal agreements and other documents pursuant to the terms set forth above and in the form approved by legal counsel.
2. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

AYES: _____ NAYS: _____

The Resolution was thereupon declared adopted.

Dated: _____

District Clerk, Waterville Central School District

9-6 Approval – Resolution for Accepting Donation of Funds with NSF Marshall Site 1,2,&3 Resolution #18

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donations contained herein from the NSF Marshall LLC.

WHEREAS, NSF Marshall Site 1, LLC, NSF Marshall Site 2, LLC, and NSF Marshall Site 3, LLC (the “Companies”) each seek to make a donation to the Waterville Central School District (the “School District”) for the purpose of supporting the educational goals of the School District; and

WHEREAS, the Companies desire to serve as a community partner through the donation; and

WHEREAS, §1709 of New York Education Law authorizes a Board of Education to accept gifts and donations; and

WHEREAS, the Board of Education wishes to accept the offered gift and to administer and manage the donation in accordance with applicable law, education contribution agreement, and School District policies.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Education hereby accepts the donations as follows:
 - a. NSF Marshall Site 1, LLC – \$162,740.73; and
 - b. NSF Marshall Site 2, LLC – \$162,740.73; and
 - c. NSF Marshall Site 3, LLC – \$97,644.44; each to be paid upon commercial operation of the respective solar project; and
2. The Board of Education grants the Superintendent of Schools the necessary authority to execute all documents necessary to effectuate the donations and their purpose; and
3. This resolution shall be effective immediately.

Dated: _____

District Clerk, Waterville Central School District

9-7 Approval – Resolution for Opting out of Exemption Under Section 487 of Real Property Tax Law

Resolution #19

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the resolution for opting out of exemption under section 487 of the Real Property Tax Law.

WHEREAS, Section 487 of the Real Property Tax Law provides a tax exemption for real property which includes certain solar and wind energy systems, farm waste energy systems, and other alternate energy systems; and

WHEREAS, Section 487(8) of the Real Property Tax Law authorizes school districts to opt out of this exemption; and

WHEREAS, the Board of Education of the Waterville Central School District has determined that it would be in the best interest of the District to opt out of this exemption.

NOW, THEREFORE, BE IT RESOLVED that:

1. No tax exemption made available by Section 487 of the Real Property Tax Law shall be applicable within the jurisdiction of the Waterville Central School District with respect to any solar or wind energy system or farm waste energy system constructed subsequent to the effective date of this Resolution.
2. No tax exemption made available by Section 487 of the Real Property Tax Law shall be applicable within the jurisdiction of the Waterville Central School District with respect to any micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, or electric energy storage equipment or electric energy storage system constructed subsequent to the effective date of this Resolution.
3. The Superintendent of Schools is authorized to take any other necessary and proper action to implement this Resolution.
4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

AYES: _____ NAYS: _____

The Resolution was thereupon declared adopted.

Dated: _____

District Clerk, Waterville Central School District

9-8 Approval – Jr/Sr High Student Council Field Trip Resolution #20

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved an overnight Jr/Sr High Student Council Field Trip to Syracuse to attend the 34th Annual NYS CLSA Student Leadership Conference from November 19, 2023 with a return date of November 21, 2023 as submitted.

9-9 Approval – Resolution Authorizing Participation in Cooperative Energy Purchasing Service (NYSMEC) for Natural Gas bids for the contract beginning May 1, 2024.

Resolution #21

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the resolution authorizing participation in cooperative energy purchasing service (NYSMEC) for natural gas.

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, the Waterville Central School District (hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the Waterville Central School District to participate in the NYSMEC, and authorizes and directs the Waterville Central School District Superintendent to sign the Agreement/and or the Billing Schedule and Agreement for natural gas on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of natural gas delivered to the city gate of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity natural gas not to exceed \$.656 cents per therm for a term of at least one year and no more than three years commencing May 1, 2024, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

President Dan Nichols made a motion to add item #9-10 to the consent agenda. The motion was approved:

Votes Taken: Ayes 5 Nays Abstained Absent PC, SS

9-10 Approval – Combing Contract with Cazenovia Central School Ice Hockey Team

Be it resolved upon the recommendation of the Superintendent of Schools, the Board of Education approved the combining contract with Cazenovia Central School District Hockey Team for Lucas Cornish for 2023-24 Ice Hockey Season.

Motion for Consent Agenda Items #9-2 - 9-10

Motion Made: JB Seconded: LHK
Discussion: 9-4 RE: PreSchool clarification
9-6 & 9-7 RE: Donation time schedule, once it is operational. Obligation per signed contract.
Votes Taken: Ayes 5 Nays Abstained Absent PC, SS

10-0 PUBLIC COMMENT N/A

11-0 BOARD QUESTIONS AND STUDENT REPORT N/A

12-0 EXECUTIVE SESSION N/A

Resolution #22

Be it resolved, the Board move to Executive Session at _____ to review contract negotiations.

Motion Made: Seconded:
Discussion:
Votes Taken: Ayes Nays Abstained Absent

13-0 ADJOURNMENT

Resolution #23

Be it resolved the Board of Education November 14, 2023 be adjourned at 8:11 PM.

Motion Made: TJ Seconded: JB
Discussion:
Votes Taken: Ayes 5 Nays Abstained Absent PC, SS