



Edinburg Common School

April 12, 2022 6:00 p.m.

I INTRODUCTION:

- A. Call to order - Pledge of Allegiance
- B. Roll Call
- C. Welcome
- D. Privilege of the Floor
- E. Agenda Changes
- F. Board Reports/Announcements
- G. Superintendent Reports/Announcements
  - Edinburg Common School Covid-19 Updates
  - Saratoga County Public Health
  - March Students of the Month (PK-2)
  - Utica National 2022 Annual Seminar Held on 3/29/22
  - Family Game Night Held 3/29/22
  - Eagle Afternoon Held 4/1/22
  - PBIS Carnival
  - NYS ELA/Math Assessments
  - Summer Enrichment Programming (Summer Fun Program)
  - Hadley Fire Tower Mountain News
- H. Facilities/transportation Reports
- I. Budget Updates

II REQUEST FOR BOARD ACTION

- A. Board Members
  - 1. Approve the Transcript of Board Minutes from March 8, 2022
  - 2. Approve the Transcript of Board Minutes from March 8, 2022 Repair Reserve Hearing
  - 3. Approve the Transcripts of Board Minutes from March 23, 2022 Working Board Meeting
  - 4. Approve 2022-2023 Music Services Contract
  - 5. Approve Psychological Service Contract
  - 6. Approve Physical Education Contract
  - 7. Approve 7-12 High School Contract
  - 8. Approve CSE/CPSE Contract
  - 9. Approve Catholic Charities Contract
  - 10. Approve 2022-2023 Tech Plan
  - 11. Approve CSE/CPSE recommendation
  - 12. Approve Medicaid Contract

- B. Treasurer
  - 1. Approve the Treasurer Reports
  - 2. Approve the Payment of Claims
  - 3. Approve the 2022-2023 Proposed Budget
  - 4. Accept the Utica National Award
  
- C. Superintendent
  - 1. Approve "Give Back" Snow Days
  - 2. Appoint Night Cleaner
  - 3. Approve Termination
  - 4. Accept Resignation
  - 5. Appoint Election Inspector

### III PRIVILEGE OF THE FLOOR

*"In accordance with its practice and for legal and ethical consideration, the Board of Trustees of the Edinburg Common School District does not permit oral comments from the public relating to specific personnel decisions regarding individuals employed by the District during the portion of its meeting where the Board permits public comment. Members of the public are welcomed to send questions, comments, or concerns regarding these or other matters to the Board in writing"*

**It is anticipated the Board will immediately adjourn to Executive Session discuss the employment history of a particular person.**

### IV ADJOURNMENT

Dates to Remember:

April 15th	No School Good Friday
April 18th - 22nd	No School Spring Break
April 27th	8:00 am BOCES Budget Vote
April 27th - 28th	3-6 Math State Testing
May 4th	3:00 pm PTO Meeting
May 10th	6:00 pm Board of Trustees Meeting

**E.C.S. Mission:** To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-1

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the transcript of minutes from the March 8, 2022 Board of Trustees Meeting.

**Cost Analysis:**

**Notes:**



Edinburg Common School  
March 8, 2022 6:00 p.m.

I

INTRODUCTION:

- A. Call to order - Pledge of Allegiance 18:00
- B. Roll Call
  - Angela Ludwig
  - Michelle Ellis
  - Sandy Moore
  - Dr. Mary Ann Borden
  - Meaghan Cherry
  - Nicholas Visco
- C. Welcome
- D. Privilege of the Floor
  - Eric Dame would like to know why he has not received a response from the board to the letter that was submitted at the last board meeting?
  - Eric also wanted to know why in the reply to his wife's letter there was no response to the policies?
- E. Agenda Changes - **A5 Tabled until April**
- F. Board Reports/Announcements - None
- G. Superintendent Reports/Announcements
  - Opening Plan Updates as of 3/8/22
    - Mask Mandates - updates can be found on the website
    - Seating - will remain the same to mitigate any spread (classrooms, buses, cafeteria, specials etc.)
    - Daily Health Survey - discontinued
    - Current Distancing - will remain the same
    - Temperature Checks - the nurse will continue to check temps at arrival
    - Protocols and Procedures for Going "Home Sick" - Remains the same
    - Staying Home When Sick - Remains the same
    - "At-Home" Covid-19 Testing Kits Available Upon Request
    - NYSDOH Daily Online School Covid-19 Survey
    - In-house PCR Testing Through May 29, 2022 for Unvaccinated Teachers and Staff
  - Edinburg Common School Covid-19 Updates
  - Backpack Program
  - February Students of the Month (PK-2)
  - ECS Honor Roll/High Honors (3-6)
  - NCS Honor Roll/High Honors (7-12)
  - Failing Lists ECS/NCS
  - Superintendent's Conference Day 3/11/22
    - Active Shooter Training
    - Bus Intruder Training

- Stop the Bleed
  - CPR Refresher
  - After School/Enrichment Programs
    - Lego Club
    - Homework Club
    - Yoga Club
    - Basketball
    - Cooking Club
    - Crochet Club
  - Drive-Thru Food Distribution April 2022
  - Welcomed new 3-6 ELA Teacher, Joelle West
- H. Facilities/transportation Reports
- International Fire Shield treated and inspected the stage curtain over break. This needs to be done every 5 years.
  - Matthews received the parts for 53 and have begun to work on it.
  - 3/17 the garage doors will be serviced.
- I. Budget Updates
- The tax levy increase was reported to the state on 3/1. We have decided to go out to the public with a 1.5% tax increase which equals approximately \$30,000.00 on the taxpayers.
  - Looking at ways to get people to come out and vote.
    - Mrs. Moore had an idea of a club night, where parents could come and join their child's after school club in the evening to see what they have been working on.
    - Possibly an art show.
  - Mrs. Moore received the approval for the American Rescue Plan Grant.
    - Mr. Visco will now be replacing the UV Water System.
    - After School Programming.
    - Increase RTI support based on student need.
    - Purchase of new clear touch boards

## II REQUEST FOR BOARD ACTION

### A. Board Members

1. Approve the Transcript of Board Minutes from February 8, 2022  
**Res#0123-22**  
Be it RESOLVED, The Board of Trustees hereby approves the transcript of the minutes from February 8, 2022 board meeting.  
Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0
2. Approve the Transcript of Board Minutes from February 16, 2022  
**Res#0124-22**  
Be it RESOLVED, The Board of Trustees hereby approves the transcript of the minutes from February 16, 2022 board meeting.  
Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0
3. Approve updates to Opening Plan

**Res#0125-22**

Be it RESOLVED, The Board of Trustees hereby approves the updates to the Opening Plan.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

4. Approve School Calendar

**Res#0126-22**

Be it RESOLVED, The Board of Trustees hereby approves the Edinburg Common School District calendar for the 2022-2023 school year.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

5. Approve CSE/CPSE recommendations - **Tabled until April**

B. Treasurer

1. Approve the Treasurer Reports

**Res#0127-22**

Be it RESOLVED, that the Board of Education hereby approves the Treasurer's reports consisting of Budget and revenue status reports as well as bank reconciliations for General, Cafeteria, Federal, Payroll and Capital Funds.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

2. Approve the Payment of Claims

**Res#0128-22**

Be it RESOLVED, that the Board of Education hereby approves the Payment of Claims as listed on Warrant #9.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

C. Superintendent

1. Update the Substitute List

**Res#0129-22**

Be it RESOLVED, that the Board of Education hereby approves the updated Substitute List.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

2. Approve Permanent Appointment of 1:1 LTA

**Res#0130-22**

Be it RESOLVED, that the Board of Education hereby approves the permanent appointment of Kristine Petruso, 1:1 LTA, effective March 1, 2022.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

3. Approve Permanent Appointment of Bus Driver

**Res#0131-22**

Be it RESOLVED, that the Board of Education hereby approves the permanent appointment of Becky Burden, Bus Driver, effective February 24, 2022.

Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

III PRIVILEGE OF THE FLOOR

*"In accordance with its practice and for legal and ethical consideration, the Board of Trustees of the Edinburg Common School District does not permit oral comments from the public relating to specific personnel decisions regarding individuals employed by the District during the portion of its meeting where the Board permits public comment. Members of the public are welcomed to send questions, comments, or concerns regarding these or other matters to the Board in writing"*

**Angela Ludwig made a motion to adjourn at 18:22 for the purpose of opening the Repair Reserve Hearing. Dr. Mary Ann Borden seconded the motion all were in favor.**

**Angela made a motion to return the Regular Board of Trustees meeting at 18:33. Dr. Mary Ann Borden seconded the motion all were in favor.**

**It is anticipated the Board will adjourn to Executive Session to discuss matters leading to the appointment of a particular individual.**

**Angela Ludwig made a motion to enter into executive session at 18:33 to discuss matters related to the appointment of a particular person. Dr. Mary Ann Borden seconded the motion and all were in favor.**

**Angela Ludwig made a motion to return to regular session at 19:51 Dr. Mary Ann Borden seconded the motion all were in favor.**

IV ADJOURNMENT

**Angela Ludwig made a motion to adjourn at 19:51. Dr. Mary Ann Borden seconded the motion all were in favor.**

Dates to Remember:

**March 8, 2022 Minutes Draft**

March 11th	No School - Superintendent Conference Day
March 21st	½ Day Professional Development Day
March 29th	Family Game Night
April 6th	6pm Board of Trustees Meeting

**E.C.S. Mission:** To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.



Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-2

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the transcript of minutes from the March 8, 2022 Repair Reserve Hearing.

**Cost Analysis:**

**Notes:**



Edinburg Common School  
Repair Reserve Hearing  
March 8, 2022 6:30 p.m.

I INTRODUCTION

- A. Call to order - Pledge of Allegiance 18:23
- B. Roll Call
 

Angela Ludwig	<input checked="" type="checkbox"/>	Dr. Mary Ann Borden	<input checked="" type="checkbox"/>
Michelle Ellis	<input checked="" type="checkbox"/>	Meaghan Cherry	<input checked="" type="checkbox"/>
Sandy Moore	<input checked="" type="checkbox"/>		
- C. Election of Chairperson  
**Dr. Mary Ann Borden made a motion to Elect Sandy Moore as the Chairperson. Angela Ludwig seconded the motion all were in favor.**
- D. Welcome

Welcome to the repair reserve hearing. When asking questions please:

- Stand
- State your name and address
- Direct your questions to the designated chairperson

II BOARD PRESENTATION ITEMS

- Repair Reserve Presentation
  - Sandy Moore presented the board with the Repair Reserve presentation. Mrs. Moore proposed spending Seventy Five thousand dollars (\$75,000.00) from the repair reserve fund to cover non-recurring maintenance expenses as per the district's building condition survey. Some of the repairs proposed include the replacement of the hot water heater by TRANE, replacement of cafeteria doors & pedestrian bus garage doors by Center for Security and upgrades to the security system by Johnson Controls.

**Res#0132-22**

Be it RESOLVED, that the Board of Education hereby approves the transfer of \$75,000.00 from the repair reserve fund to the general fund to be used for items listed on the building conditions survey consisting of but not limited to the replacement of the hot water heater by TRANE,

replacement of cafeteria doors & pedestrian bus garage doors by Center for Security and upgrades to the security system by Johnson Controls.  
Motion by: A.L. 2nd by: M.B. Vote: Yes 2 No 0 Abstain 0

III PRIVILEGE OF THE FLOOR

*"In accordance with its practice and for legal and ethical consideration, the Board of Trustees of the Edinburg Common School District does not permit oral comments from the public relating to specific personnel decisions regarding individuals employed by the District during the portion of its meeting where the Board permits public comment. Members of the public are welcomed to send questions, comments, or concerns regarding these or other matters to the Board in writing"*

IV ADJOURNMENT

**Angela Ludwig made a motion to adjourn at 18:33. Dr. Mary Ann Borden seconded the motion all were in favor.**

**E.C.S. Mission:** To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-3

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the transcript of minutes from the March 23, 2022 Working Board Meeting.

**Cost Analysis:**

**Notes:**



Edinburg Common School  
March 23, 2022 11:00 a.m.

I INTRODUCTION:

- A. Call to order - Pledge of Allegiance 11:02 a.m.
- B. Roll Call
  - Angela Ludwig  Dr. Mary Ann Borden
  - Michelle Ellis  Meaghan Cherry
- C. Welcome
- D. Privilege of the Floor - None

**It is anticipated the Board will immediately adjourn to Executive Session to discuss the employment history of a particular person.**

**Angela Ludwig made a motion to enter into executive session at 11:03 a.m. to discuss matters related to the employment history of a particular person. Dr. Mary Ann Borden seconded the motion and all were in favor.**

**Angela Ludwig made a motion to return to regular session at 12:10 p.m. Dr. Mary Ann Borden seconded the motion all were in favor.**

II REQUEST FOR BOARD ACTION

- A. Board Members
- B. Treasurer
- C. Superintendent

III PRIVILEGE OF THE FLOOR

*"In accordance with its practice and for legal and ethical consideration, the Board of Trustees of the Edinburg Common School District does not permit oral comments from the public relating to specific personnel decisions regarding individuals employed by the District during the portion of its meeting where the Board permits public comment. Members of the public are welcomed to send questions, comments, or concerns regarding these or other matters to the Board in writing"*

IV ADJOURNMENT

**Angela Ludwig made a motion to adjourn at 12:10 p.m. Dr. Mary Ann Borden seconded the motion all were in favor.**

Dates to Remember:            April 12, 2022            6:00 pm Board of Trustees Meeting

**E.C.S. Mission:** To provide a quality education and a caring environment for all students so that they may grow, achieve, and make a positive contribution to our ever changing world.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-4

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Music Teacher's Contract for the 2022-2023 school year.

**Cost Analysis:** 4% Increase

**Notes:**

## MEMORANDUM OF AGREEMENT

This agreement effective the 8th day of April 2022, by and between the Edinburg Common School District (“District”), with offices located in Edinburg, New York; and Patricia Zullo, a Certified Music Teacher (“Employee”).

WHEREAS, the District desires to acquire general music education services and chorus and music lessons for its student body; and

WHEREAS, the Employee is a certified music teacher and is interested in providing general music education for the District; and

WHEREAS, the District and the Employee wish to set forth the scope of the services and the payment therefore and the terms thereof

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

1. The Employee agrees to provide music education and chorus and lessons, as applicable for students in grades 4 through 6, within the District’s facilities, to District students in grades Pre-kindergarten through grade 6 for the 2022-2023 school year.
2. The Employee agrees to prepare for and attend the concerts as part of her general duties as the music teacher.
3. The Employee shall receive \$241 per day for each day and \$161 for each .67 day worked for the District, unless using one paid leave day as outlined in paragraph 4.
4. The Employee shall receive three (3) paid leave days.
5. The Employee shall notify the District Secretary as soon as possible regarding absences from scheduled work days.
6. The District shall ensure the instruments, pianos and materials are up-to-date.
7. The Employee’s work schedule shall be set and agreed upon by the parties prior to August 31, 2022, but not less than one and .67 (1.67) scheduled work days per week. In the event the District is closed due to inclement weather on a day the Employee is scheduled to work, the Employee shall make up missed classes and lessons on a day agreed upon by the parties.
8. This Agreement shall commence on the day and date written above and shall terminate on June 30, 2023, subject to review for extension.
9. This Agreement contains the entire terms and conditions agreed upon by the parties.



10. This Agreement shall be subject to review and approval by the Board of Education.

EMPLOYEE

*Patricia R. Zullo*  
\_\_\_\_\_  
Patricia Zullo

Date: 4/8/2022

EDINBURG COMMON  
SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Education

Date: \_\_\_\_\_

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-5

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the School Psychologist contract with Broadalbin Central School District for the 2022-2023 school year.

**Cost Analysis:** \$650 in 2021-2022 school year. Will remain the same for the 2022-2023 school year.

**Notes:**

**AGREEMENT BY AND BETWEEN  
THE EDINBURG COMMON SCHOOL DISTRICT  
AND  
BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT**

**WHEREAS**, the Edinburg Common School District (hereinafter "ECS"), and the Broadalbin-Perth Central School District (hereinafter as "BPCSD"), are both public school districts operating under the laws of the State of New York; and

**WHEREAS**, both ECS and BPCSD have CSE/CPSE Chairs; and

**WHEREAS**, ECS is in need of a psychologist for evaluations; and

**WHEREAS**, both ECS and BPCSD believe that there could be a mutual benefit to continuing to create a relationship between the districts for mutual support and benefit

**NOW THEREFORE** in consideration of the above, and the terms of this Agreement, it is hereby agreed as follows:

1. **Term** - The term of this Agreement shall be from **July 1, 2022 through June 30, 2023** in accordance with the terms hereof.
2. **Services** - The BPCSD Psychologist will complete evaluations for CSE students including new evaluations as well as tri-annual evaluations and attend CSE meetings to review the evaluations with the committee and parents/guardians - These meetings will be scheduled between the BPCSD Psychologist and the ECS CSE Chairperson.
3. **Payment** - In return for the services described herein, ECS shall pay to BPCSD, \$650.00 per evaluation. BPCSD will send an invoice to ECS upon each completed evaluation. Such invoices shall be paid by ECS within thirty (30) calendar days.
4. **Employer and Employee Relationship** - It is agreed between the parties that The BPCSD School psychologist shall be a full-time employee of BPCSD, and shall not have an employer-employee relationship with ECS during the term of this Agreement. The BPCSD Psychologist shall receive all salary, benefits, and other compensation from BPCSD. The BPCSD School Psychologist is not entitled to any benefit plan afforded to the employees of ECS, worker compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of ECS.
5. **Termination** - This Agreement may be terminated by either party with ninety (90) days written notice, or at any time by a mutual written agreement between the parties.
6. **Renewal** - This Agreement may be renewed on a yearly basis upon the mutual agreement of the parties.
7. **Indemnification** - ECS shall defend, indemnify and save harmless BPCSD its officials, employees, and

agents, from and against all claims, damages, losses, and expenses arising out of or in consequence of any negligent or intentional act or omission of ECS, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims, damages, losses, and expenses. BPCSD shall defend, indemnify and save harmless ECS, its officials, employees, and agents, from and against all claims, damages, losses, and expenses arising out of or in consequence of any negligent or intentional act or omission of BPCSD, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims, damages, losses, and expenses.

8. **Entire Agreement** - The terms of this Agreement represent the final intent of the parties. Any modifications, rescission, or waiver of the terms of this Agreement shall be effective only if evidenced by subsequent writing is executed and acknowledged by the parties with the formalities accorded this basic Agreement.

Edinburg Common School District

Broadalbin-Perth Central School District

Michele Ellis  
Superintendent

Stephen Tomlinson  
Superintendent

Date

Date

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-6

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Physical Education contract with Broadalbin-Perth School District for the 2022-2023 school year.

**Cost Analysis:** \$36,000 for the 2022-2023 school year – no increase

**Notes:**

**AGREEMENT BY AND BETWEEN  
THE EDINBURG COMMON SCHOOL DISTRICT  
AND  
BROADALBIN/PERTH CENTRAL SCHOOL DISTRICT**

**WHEREAS**, the Edinburg Common School District (hereinafter “ECS”), and the Broadalbin-Perth Central School District (hereinafter as “BPCSD”), are both public school districts operating under the laws of the State of New York; and

**WHEREAS**, both ECS and BPCSD have Physical Education programs; and

**WHEREAS**, ECS is in need of a part-time Physical Education teacher; and

**WHEREAS**, both ECS and BPCSD believe that there could be a mutual benefit to creating a relationship between the districts to enable the BPCSD Physical Education Department to provide shared services with ECS.

**NOW THEREFORE** in consideration of the above, and the terms of this Agreement, it is hereby agreed as follows:

1. **Term** – The term of this Agreement shall be from **September 1, 2022 – June 30, 2023**. As per the terms hereof.
2. **Services** - BP shall schedule a certified Physical Education/Health teacher to provide direct teaching services to ECS for the **2022-2023** school year. The parties shall work out schedules that will mutually benefit both districts.
3. **Payment** – In return for the services described herein, ECS shall pay to BPCSD, salary in the amount of thirty-six thousand dollars (\$36,000.00). BPCSD shall invoice ECS on a monthly basis or as agreed to by the parties. Such invoices shall be paid by ECS within thirty (30) calendar days.
4. **Employer and Employee Relationship** – It is agreed between the parties that a certified Health/PE teacher shall be a full-time employee of BPCSD, and shall not have an employer-employee relationship with ECS during the term of this Agreement. The certified Health/PE Teacher shall receive all salary, benefits, and other compensation from BPCSD. The certified Health/PE Teacher is not entitled to any benefit plan afforded to the employees of ECS, worker compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of ECS.
5. **Termination** – This Agreement may be terminated by either party with thirty (30) days written notice, or at any time by a mutual written agreement between the parties.
6. **Renewal** – This Agreement may be renewed on a yearly basis upon the mutual agreement of the parties.
7. **Indemnification** – ECS shall defend, indemnify and save harmless BPCSD its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of ECS, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims, damages, losses and expenses. BPCSD shall defend, indemnify and

save harmless ECS, its officials, employees and agents, from and against all claims, damages, losses, and expenses arising out of or in consequence of any negligent or intentional act or omission of BPCSD, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims, damages, losses and expenses.

8. **Entire Agreement** – The terms of this Agreement represent the final intent of the parties. Any modifications, rescission, or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing is executed and acknowledged by the parties with the formalities accorded this basic Agreement.

Edinburg Common School District

Broadalbin-Perth Central School District

Michele Ellis  
Superintendent

Stephen Tomlinson  
Superintendent

Date

Date

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-7

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Tuition Contract with Northville Central School District for the 2022-2023 school year.

**Cost Analysis:** \$7066 per student based on a 2 yr. average. Contract amount will remain the same for the next 2 yrs.

**Notes:**



**TUITION AGREEMENT BY AND BETWEEN  
NORTHVILLE CENTRAL SCHOOL DISTRICT  
AND  
EDINBURG COMMON SCHOOL DISTRICT**

THIS AGREEMENT made on the 16 day of March, 2022 between the BOARD OF EDUCATION of the Northville Central School District, with offices located at South Third Street, Northville, New York (hereinafter "Northville") and the BOARD OF TRUSTEES of the Edinburg Common School District, with offices located in Edinburg, New York (hereinafter "Edinburg"), (collectively hereinafter "the School Districts"), as follows:

WHEREAS, the School Districts are parties to an agreement whereby Northville provides educational programs for children in grades 7-12 who reside in the Edinburg Common School District; and

WHEREAS, the School Districts would like to extend their current relationship and hereby enter into a written agreement regarding educational programs for Edinburg resident pupils to be provided by Northville for students in grades 7-12.

1. **Term:** Northville agrees to educate, within its facilities, pupils in grades 7-12 who reside in the Edinburg Common School District, for a period of one (1) year and three hundred sixty-four (364) days, commencing on July 1, 2022 and terminating on June 29, 2024.
2. **Education Services:** Edinburg agrees to send its resident secondary pupils to Northville, for grades 7-12 for a period of one (1) year and three hundred sixty-four (364) days, commencing with the 2022-2023 school year.
3. **Program Availability:** All programs and activities offered and available to the student/residents of the Northville Central School District in grades 7-12 shall be made available to the student/residents of the Edinburg Common School District.
4. **Tuition Rate:** In consideration thereof, and except as provided below, the parties agree that the per pupil tuition rate to be charged annually to the Edinburg Common School per general education or special education student educated in-District student is Seven Thousand Sixty-Six Dollars (\$7,066). Any additional expenses for Special Education programs or services for Edinburg students, above and beyond what can be provided by Northville with existing staff and/or within Northville facilities, will be directly passed through to Edinburg. Edinburg shall pay all costs for any BOCES programs or other out-of-district programs in which Edinburg students participate and such cost shall be billed directly to Edinburg by the provider. Northville will charge ½ the tuition for students attending Career-Tech at HFM BOCES. The number of students billed at the Career-Tech (for out-of-district programs) rates will be based on a two-year average BEDS enrollment, for the two most current years completed.
5. **Billing Procedure:** Billing will be based on a two-year (2) average of BEDS day enrollment for Edinburg general education students and special education students educated exclusively in Northville, for the two (2) most recent years completed. Edinburg shall notify Northville of the BEDS average no later than April 1 of the year preceding the year in which Edinburg shall be billed. Northville shall issue a bill to Edinburg based on the BEDS average no later than June 30 of each year. Edinburg shall make payments in ten (10) monthly installments, due on the 20<sup>th</sup> day of each month from September to June.

6. **Alternate Instruction:** All Edinburg students shall be subject to the rules and regulations of Northville, including the Code of Conduct. Any suspensions and alternative instruction including homebound instruction with a doctor's note will be imposed by Northville, but alternative instruction will be paid for by Edinburg. Edinburg is to be notified in a timely manner of in-school or out-of-school suspensions and alternative instruction, tutoring, or medical issues for any Edinburg students. Northville will be responsible for securing a tutor when necessary.
7. **Transportation:** Edinburg will provide transportation to all its students to and from Northville before and after school.
8. **Student Progress:** Interim reports as well as quarterly report cards, deficiency lists, honor roll lists, attendance reports and AIS/RTI reports will be provided directly to the Superintendent of Edinburg.
9. **Special Education:** The Edinburg CSE Coordinator and Northville CSE Coordinator and Special Education staff will share access to student's IEP and 504 plans through Frontline Special Education software. Northville shall have programmatic responsibility for providing all special education services for any special education student who chooses to enroll in the District. Edinburg shall provide all special education records to the Northville CSE office in a prompt manner, in order to permit the Northville CSE to convene and recommend a program for the Edinburg student each year.
10. **State Aid:** Northville will receive the state aid (and federal aid, if applicable) for Edinburg general education students and special education students educated in-District that are attending Northville as of BEDS day each year. Edinburg will continue to receive all state and federal aid for any special education student it pays associated costs for (i.e. out-of-district placement, any student whose costs are transferred in whole or part back to Edinburg).
11. **Merger:** This contract shall become null and void if Northville Central School District merges or consolidates within this agreement period.
12. **Whole Agreement:** This agreement contains the entire agreement between the parties hereto. The terms and conditions of the Agreement supersede any and all prior agreements between the parties relating to a tuition agreement.


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NORTHVILLE CENTRAL  
SCHOOL DISTRICT

---

EDINBURG COMMON  
SCHOOL DISTRICT

By: \_\_\_\_\_

  
President, Board of Education

By: \_\_\_\_\_

President, Board of Education

Date: \_\_\_\_\_

3/16/22

Date: \_\_\_\_\_

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-8

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the CSE/CPSE shared contract with Northville Central School District for the 2022-2023 school year.

**Cost Analysis:** \$3000 CSE Chairperson plus applicable FICA/Medicare & TRS

\$400 CSE Secretary plus applicable FICA/Medicare & TRS

\$339.92 per day plus applicable FICA/Medicare & TRS for any days the CSE Chairperson works during the summer.

**Notes:**

**AGREEMENT BY AND BETWEEN  
THE BOARD OF EDUCATION OF  
THE EDINBURG COMMON SCHOOL DISTRICT  
AND  
THE NORTHVILLE CENTRAL SCHOOL DISTRICT**

The following sets forth the agreement between the Northville Central School District and the Edinburg Common School District for the sharing of administrative services between the Districts for the 2022-2023 school year.

Specifically, Northville and Edinburg hereby agree to share the services of Nicole Martin the CSE/CPSE Chairperson for both Northville and Edinburg.

1. The CSE/CPSE chairperson will continue to be employed by Northville and shall, simultaneously, act as the CSE/CPSE Chairperson for Edinburg.
2. It is agreed that for the 2022-2023 school year, the CSE/CPSE chairperson will provide services as CSE/CPSE Chairperson for the Edinburg in addition to the Northville school district on a schedule to be mutually agreed upon between the parties.
3. In exchange for the services of the CSE/CPSE Chairperson, Edinburg will pay to Northville, a stipend of \$3,000 (plus applicable FICA/Medicare & TRS retirement rates) for the term hereof.
4. Additionally, in exchange for the services of CSE/CPSE Chairperson, Edinburg will pay to Northville, \$339.92 (plus applicable FICA/Medicare & TRS retirement rates) per day for any days worked during the summer months.
5. The CSE/CPSE Chairperson shall furnish and maintain throughout the length of the Agreement, a valid appropriate certificate to serve as a CSE/CPSE Chairperson.
6. It is also agreed that in exchange for CSE/CPSE Secretary services, Edinburg will pay to Northville, a stipend of \$400.00 (plus applicable FICA/Medicare & ERS retirement rates) for the term hereof.
7. Payments shall be in two installments (January & June), processed with a stipend claim form filled out by the CSE/CPSE chairperson and signed by both Superintendents.
8. This Agreement may be amended and/or extended by mutual agreement between the districts. In addition, this agreement and the employment of the CSE/CPSE chairperson may be terminated at any time by either party by giving thirty (30) calendar days written notice to the other party.

For Edinburg Common School:

\_\_\_\_\_  
*President, Board of Education*

\_\_\_\_\_  
*Date*

For Northville Central School:

\_\_\_\_\_  
*President, Board of Education*

\_\_\_\_\_  
*Date*

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-9

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Prevention Counseling Contract with Catholic Charities for the 2022-2023 school year.

**Cost Analysis:** 17.1% Increase - No change in contract days

**Notes:**



VINCENT W. COLONNO  
CHIEF EXECUTIVE OFFICER

## AGREEMENT OF SERVICES

MARY CARPENTER  
EXECUTIVE DIRECTOR

### 2022-2023 School Year


This agreement is made between Catholic Charities of Fulton and Montgomery Counties (CC) and the Edinburg Common School. This Agreement is for the school 2022-2023 year.

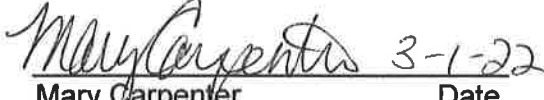
Catholic Charities agrees to:

- Provide Prevention Counseling four (4) days per week during regular school hours (7:30AM – 3:00PM with a 30 minute lunch) to students who are in need of services and are appropriate for the counseling services CCFMC offers.
- Make referrals for students who need a higher level of care than Prevention Counseling can provide.
- Will provide in class Prevention Education to at least (2) Classrooms in the 2022-2023 school year.

The Edinburg Common School Agrees to:

- Provide a site within the school district that allows for privacy and confidentiality to students during counseling sessions.
- Reimburse CCFMC **\$30,000** for service. Upon receipt of the program/ service invoice, the District will make 10 payments of **\$3,000** beginning in September 2022.

  
Michelle Ellis  
Superintendent  
Edinburg Common School District

  
Mary Carpenter  
Executive Director  
Catholic Charities of Fulton and  
Montgomery Counties

WEB: [WWW.CATHOLICCHARITIESFMC.ORG](http://WWW.CATHOLICCHARITIESFMC.ORG)

1 KIMBALL STREET • AMSTERDAM, NEW YORK 12010 • PHONE: (518) 842-4202 • FAX: (518) 842-4245  
55 EAST MAIN STREET, SUITE 30 • JOHNSTOWN, NEW YORK 12095 • PHONE: (518) 762-8313 • FAX: (518) 842-4245



VINCENT W. COLONNO  
CHIEF EXECUTIVE OFFICER

MARY CARPENTER  
EXECUTIVE DIRECTOR

Dear Ms. Ellis,

It's time to renew contracts for the next school year! Enclosed you will find the 22-23 contract for services between Edinburg Common School and Catholic Charities of Fulton and Montgomery Counties.

Please find enclosed (2) copies of the contract for services. We ask that you sign both copies and return one signed copy to us in the self-addressed stamped envelope enclosed in the packet.

If you have any questions, concerns, or comments please contact us @ 518.842.4202.

Sincerely,

A handwritten signature in cursive script that reads 'Denise Benton'.

Denise Benton, Youth Services Director  
Catholic Charities of Fulton and Montgomery Counties  
1 Kimball Street  
Amsterdam, New York 12010  
E: [denise.benton@cc-fmc.org](mailto:denise.benton@cc-fmc.org)  
P: 518.842.4202

WEB: [WWW.CATHOLICCHARITIESFMC.ORG](http://WWW.CATHOLICCHARITIESFMC.ORG)

1 KIMBALL STREET • AMSTERDAM, NEW YORK 12010 • PHONE: (518) 842-4202 • FAX: (518) 842-4245  
55 EAST MAIN STREET, SUITE 30 • JOHNSTOWN, NEW YORK 12095 • PHONE: (518) 762-8313 • FAX: (518) 842-4245

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-10

**Action Date:** April 12, 2022

**Effective Date:** July 1, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the updates to the Computer Technology Plan for the 2022-2023 school year.

**Cost Analysis:**

**Notes:**



# Edinburg Common School Computer Technology Plan



## One-Year Plan 2022-2023

Eagles Inspiring Growth & Nurturing Innovation Through  
Exploration

**Board of Trustees Approved:**

April 8, 2008

**Updated:**

July 12, 2011

July 1, 2014

August 9, 2017

June 10, 2019

February 11, 2020

November 10, 2020

March 11, 2022

**Technology Committee:**

Thomas E. Moore Jr., Chairperson

Kathryn Matthews, Pre-Kindergarten

Julie Hampton - Math

Wendy Ferguson- CSEA/LTA

Meaghan Cherry, School Secretary

Eric Dame, Parent Liaison

Angela Ludwig, Board Liaison

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# Introduction

Since the development of the Edinburg Common School Technology Plan in 1995 many goals have been accomplished. However, there is a continued need for the technology plan to be updated to support learning opportunities for the district.

The Edinburg Common School District Technology Plan will be used to develop and implement technology acquisition and use directly affecting PreKindergarten – 6 grade students, teachers, administrators, and parents. It establishes goals for students, teachers and other educational professionals, school administrators, prospective teachers, and parents to help meet the standards set by the New York State Department of Education.

## Vision

High quality learning technologies will be available in all classrooms. Learning technologies will be widely and equitably used to support the education of students, teachers, administrators, parents and the community in helping all students to achieve New York State learning standards.

Educational technology applications will increase student involvement and improve student achievement by providing access to technology that allows them to analyze information, solve problems, collaborate with others, and communicate their thoughts and ideas. Effective use of learning technologies will allow students to become self-directed, self-motivated, and lifelong learners.

Teachers will increasingly be facilitators of student learning through proficient use of learning technologies. All teachers will receive, job embedded, ongoing professional development in integrating technology into their curriculum and instruction. Teachers will incorporate resources in their teaching strategies to address multiple learning styles, to motivate, engage, and support student exploration and growth.

Learning technologies will be available to all teachers to support their own professional development and learning. Resources for teachers, available at anytime and any place, will include:

- Samples of effective curricula and lesson plans aligned with New York State Next Generation Learning Standards, shifts, and Common Core Standards;
- Samples of student work and assessments;
- Opportunities to engage in dialogue and virtual mentoring relationships with colleagues both in and out of district;
- Web based applications that allow teachers and administrators to build relationships with parents and communities; and
- Management tools that expedite administrative tasks, freeing up more time for direct student interaction.

## Mission

The Mission of Edinburg Common School is to provide students with the technological resources needed to establish an innovative learning community that inspires, engages, and empowers students to become lifelong learners and productive global citizens.

### I. Goals and Objectives

In order to meet the goals of this Technology Plan, measurable objectives have been established. This section of the plan specifies these objectives.

**Goal 1:** Every student will have the opportunity to use learning technologies to access and analyze information in ways that develop higher order thinking skills, increase problem solving skills, and support their confidence in using technology skills needed for success now and in their future studies.

**Objective 1.1:** The Edinburg Common School District will equitably allocate fiscal, staff and professional development resources to ensure that the acquisition, maintenance, and use of

high quality learning technologies support all students in achieving New York State technology standards.

*Timeline: Ongoing*

**Goal 2** : Every teacher and prospective teacher will work to gain technology competencies needed to effectively use technology in supporting student achievement of the New York State Common Core Learning Standards and Next Generation Learning Standards.

Objective 2.1: The Edinburg Common School District will allocate professional development resources to ensure that all teachers are adequately supported with the resources and skills they need to confidently integrate technology into their curriculum and instruction.

*Timeline: Ongoing*

**Goal 3** . Every administrator and prospective administrator will be technologically literate; will provide leadership in integrating technology into curricula, instruction, and student learning activities; and will have access to technological resources that support them in developing management systems and in creating a school climate and culture that results in high student achievement for all population groups. Such resources include but are not limited to; StaffTrac, Planbook, and Schooltool.

Objective 3.1: The Edinburg Common School District will allocate sufficient professional development resources to ensure that all administrators and teachers are adequately supported with the resources and skills they need to confidently integrate high quality learning technologies into curriculum and instruction.

*Timeline: Ongoing*

**Goal 4** : In order to support parents in monitoring and reinforcing the instruction their child receives at school, parents will have access to one or more of the following: web based information about their children's learning environment, climate, and outcomes, as well as a wide range of student activities that can help parents assist their children at home. (Planbook, SeeSaw, Raz-Kids, Remind, iReady, IXL, Google Classroom, etc.) The goal will be for all parents to participate in one or more of these programs based on individual grade levels.

Objective 4.1: The Edinburg Common School District will engage parents through the development of electronic school parent community communications mechanisms (i.e. email, Remind, Facebook, school website).

*Timeline: Ongoing*

**Goal 5** : The Edinburg Common School District will develop, implement, and evaluate a plan for technology uses that support the New York State Learning Standards, including those for technology literacy, by all students, teachers, and other education professionals and include Federally mandated protection from inappropriate materials.

Objective 5.1: The Edinburg Common School will collaborate with BOCES to ensure that district technology plans are consistent with the Northeastern Regional Information Center (NERIC) Chapter 793 plans.

Objective 5.2: Students will be provided access to technology for the purposes of students' learning opportunities.

Objective 5.3: Professional development in integrating technologies into curriculum and instruction will be high quality, intensive and sustained.

Objective 5.4: District technology plans will have in place a policy of Internet safety for minors that includes the operation of a technology protection measure for any of its computers with Internet access that protects against access to visual depictions that are obscene, child pornography, or harmful to minors; and will ensure that such technology protection is enforced during any use of computers by minors. Further, similar protection against visual depictions that are obscene, or child pornography, must be ensured for such computers even when used by adults.

*Timeline: Ongoing*

**Goal 6** : The Edinburg Common School will implement the plan for the 2015 - 2016 School Bond Act grant allocation. The district will update all current access points, POE switches, firewall, UPS, and purchase a server for student data backup. Additionally, the district will install IWB panels, 3D printers, filament, Chromebooks, iPads, as well as all necessary mounts and wiring. This will greatly increase our

connectivity, classroom integration across the curriculum and one to one initiative.

*Timeline: Scheduled to be completed by the end of the 2019-2020 school year. (Due to the Covid-19 pandemic the timeline is scheduled to be completed by the end of the 2022-2023 school year.)*

**Goal 7:** The Edinburg Common School will seek ongoing input, feedback, and assistance from representatives of all the educational community to collaboratively develop, implement, evaluate, and revise the educational technology plan for the district, to continue to build educational technology capacity, and to ensure the most relevant and highest possible quality of support for all members of the teaching and learning community.

*Timeline: Ongoing*

**Goal 8:** The Edinburg Common School shall take steps to minimize its collection, processing and transmission of PII (Personal Identifiable Information) in accordance with the Ed Law 2d.

Objective 8.1: Edinburg Common School shall not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Objective 8.2: Edinburg Common School shall ensure it has provisions in contracts with 3<sup>rd</sup> Party Contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or superintendent data be maintained in accordance with federal and state law and the educational agency's data security and privacy policy.

Objective 8.3: Ensure that Third Party Contractors have Data Security and Privacy Plans which address required elements and incorporate such Plan into contract.

Objective 8.4: [Incorporate Parents Bill of Rights/Supplemental Assurances into Agreement.](#)

## Timeline for Hardware

### 2014 - 2015

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2015 - 2016

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2016 - 2017

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2017 - 2018

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2018 - 2019

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2019-2020

Replacement: 10 - 15% of computers in the district  
Upgrades Hardware & Software: \$ 9,000

### 2020-2021

Replacement and Repair: Upgrades to all Hardware, Software, and any and all peripherals: \$10,500

### 2021-2022

Replacement and Repair: Upgrades to all Hardware, Software, and any and all peripherals: \$11,500

### 2022-2023

Replacement and Repair: Upgrades to all Hardware, Software, and any and all peripherals: \$12,500



## II. Strategy for District Expansion of Technology Capabilities

- a. Purchase additional hardware, as needed, to create and maintain a network that permits implementation of all goals contained within the plan.
- b. Ongoing purchase of technology related instructional equipment to enhance instruction.
- c. Ongoing modernization of the library/media center and creation of an audio video classroom to develop functional technology instructional resources.
- d. Investigate any schoolwide education programs to be used in the district (i.e. IReady).
- e. The IT Network Manager within the district will monitor computers, networks, hardware, and software used throughout the building including usage, repairs, and replacements.
- f. Upgrade existing hardware and software.

## III. Staff Development Related to the District

**Technology Course of Study** (These training sessions will occur during regular half-day professional development sections.)

- a. Develop multiple computer training sessions each year to build computer knowledge and skill aligned to district curricula and technology including but not limited to software, STEMscopes, Google Classroom, Data Analysis tools, Cleartouch Resources, Computer based testing, IReady, Robotics, Sora etc... Use of audiovisual equipment for recording and self evaluating teaching (and student) abilities as well as for student use as well.
- b. Modeling the integration of technology and STEM curriculum development and sharing.

## IV. Evaluation

- a. Monitor and observe the technology plan by the Technology Committee, IT Network Manager, and Administration.
- b. Monitor the effectiveness of the staff training sessions by the Superintendent (i.e. Staff Survey).
- c. Monitor the effectiveness of technology use in achieving instructional goals by the Superintendent.
- d. Modify the technology plan and related policies, as necessary, to meet the needs of both the educational community and the community at large by the Technology Committee.

## V. Funding

- a. Funds provided by the district – The District will plan annual funds for replacement, repair, upgrades to all hardware, software, and any and all other peripherals.
- b. State and Federal Funds – Grants that are secured by the district for the development of technology. Such grants include but are not limited to; IDEA 619, IDEA 611, Title IV Part A, and REAP.

### Plan Review:

Plan review will occur on a yearly basis. Updates will be made in accordance to the New York State Common Core Learning Standards, Next Generation Learning Standards and NYSED content.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II A-11

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the CSE/CPSE recommendations for student #100216

**Cost Analysis:**

**Notes:**

**Edinburg Common School  
Committee Meeting Recommendations for Board of Education**

Student: 'Board of Education Copy'

AltID#: 100216

Grade: Preschool

Meeting Date	BOE Date	Committee / Reason	Decision	Placement Recommendation / School				
09/09/2021	04/12/2022	Committee on Preschool Special Education / Amendment - Agreement No Meeting	Classified Preschool	Preschool Itinerant Services Only(PISO) / Preschool Itinerant Services Only				
<u>Recommended Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Frequency</u>	<u>Period</u>	<u>Duration</u>	<u>Location</u>	<u>Service Delivery Recommendations</u>
Speech/Language Therapy	09/07/2021	06/24/2022	Individual	1	Weekly	30min.	Home	Services may be home or telehealth if n
Occupational Therapy	04/06/2022	06/24/2022	Individual	1	Weekly	1hr.	Home	can be home or teletherapy if necessary
Physical Therapy	09/15/2021	06/24/2022	Individual	1	Weekly	30min.	Home	Can be home or teletherapy if necessary.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT II A-11

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the contract for Medicaid Services with SpecEd Solutions for the 2022-2023 school year.

**Cost Analysis:** \$100.00 per month

**Notes:**



THIS AGREEMENT made and entered into, on this day, July 1, 2022, by and between the **Edinburg Common School District**, a public body corporate, located in the business office address of 4 Johnson Road, Edinburg, NY, 12134 herein after referred to as "District", and *SpecEd Solutions*, located at 827 Ford Road, Melrose, NY 12121 as the "company".

Representatives per department:

SpecEd Solutions Representatives:

Heidi Calhoun - President, contract management

Erika Vorce - Delivery and Client Management

EVorce@sesmedicaid.com

EVorce@sesmedicaid.com

WHEREAS, *SpecEd Solutions* has represented to the District that it has expertise in the preparation, submission and reconciliation of Medicaid reimbursement claims resulting in the collection of funds that are due organizations such as the District for past and future services; and the District is desirous of contracting with a consultant with the expertise in the field of collection and subsequent reconciliation of Medicaid claims due the District for services rendered to disabled children in the School District and others, and;

WHEREAS, the District and *SpecEd Solutions* have agreed upon the following terms and conditions for *SpecEd Solutions* to perform services that the District needs in order to be fully compensated for rendering services to disabled persons and others in accordance with the laws of the United States and the State of New York for the mutual benefit of both organizations; and;

NOW, THEREFORE, in consideration of the premises and obligations set forth herein and for other good and valuable consideration, the receipt of which and the adequacy of which is hereby acknowledged by each of the parties, it is agreed as follows:

#### 1. TERM

This agreement shall commence after the signing of both parties. It shall remain in effect for an initial period one (1) year. The agreement shall automatically be renewed annually for one (1) year terms thereafter, unless terminated in writing upon ninety (90) days' notice by either party. Termination must be received from the Superintendent of Schools, acknowledging said termination.

Each party will notify the other in the event that key participants change in the delivery and accepting of this agreement and personnel are replaced with suitable alternatives.

Each party with adhere to any and all legal or compliance restrictions set forth that include, but not limited to; HIPPA, State and Federal law/regulations.

## 2. MONTHLY SERVICE FEE

The District agrees to pay *SpecEd Solutions*, a fee at the rate of \$100/ Month. An invoice will be generated by *SpecEd Solutions* each month, *SpecEd Solutions* payment requests will be sent to the appropriate department's fiscal unit. Payment is due 30 days of receipt of invoice.

## 3. *SpecEd Solutions* RESPONSIBILITIES:

***SpecEd Solutions* will use best effort to satisfy these basic service deliveries;**

Work Performed:

- Committed to quarterly billing in compliance with District policy for all Medicaid eligible services through the Special Education Department, for the time period of:
  - A. Create Demographic/ Billing Claims and submit to the CNYRIC for claims processing and eligibility determination of the CSE special education population. Billing system updated with this information, monthly
  - B. Annual Identification of Medicaid Eligible population, for the district, using district's special education system
  - C. Validate eligible providers, as directed by law, for billing service provided
  - D. Comply with requirements for access to state and federal data bases for use on behalf of the District
  - E. Provide CSE Management and Fiscal Reports, at time of claim submission, to applicable departments
  - F. Track all claims submitted, and payment has been received. Report as necessary.
  - G. Reconcile payments using necessary billing/remittance statements. Report as necessary
  - H. Monthly "Near Match" eligibility corrections
  - I. Provider Verifications/exclusion checks.

### **Services provided at additional, nominal cost:**

- A. Provides sample blank monthly session reporting forms, bus logs and referrals/scripts to district, for completion by appropriate therapists - as requested.
- B. Ongoing CSE/Provider Management Tools – Provide updated, monthly eligibility listing, along with updated Related Service Listings– as requested
- C. Audit compliance evaluation and report services
- D. Provide training and best practice training to qualified service delivery professionals and administration.
- E. A Recoup Claiming Service – we will go back to correct and find any missing billing 10 months back. A fee of a ½ year rate will be invoiced to the district.

#### 4. **School District RESPONSIBILITIES**

The District will use its best efforts to assist *SpecEd Solutions* in completing this agreement, including, but not limited to the expeditious processing of claims and billings and providing the necessary information to properly facilitate this Agreement.

- A. Timely notification of related personnel changes within the school district that assist in facilitating Medicaid billing.
- B. Provide an UDO/Initial Observation student list for the new school year, by 7/31 each school year for ESY Services, and 9/30 each school year for School Year Services, and then monthly from those dates on – due by the 15<sup>th</sup> of each month
- C. Provide training for procedure and compliance to staff/ contractors responsible for special education system entry, for verified billing.
- D. Provide timely access to Special Education Computer System, for i.e., IEP Direct, Clear Track, etc. to access needed information.
- E. Mail completed monthly service session ***paper*** forms from qualified service providers to SpecEd Solutions on a ***monthly*** basis, if system applicable. Examples: Paper Nursing Sessions Notes, Paper Outside Provider Sessions Notes, Paper Bus Logs – due by the 15<sup>th</sup> of each month.
- F. Allow SpecEd Solutions access to supporting claim documentation, such as IEPs, evaluations, Physicians Orders, and other progress notes, and IEP Systems used by district.
- G. Acceptable means of communication; Electronic mail (email), Fax, Postal Service and Secured Portal Communications
- H. Timely notification for providing SpecEd Solutions with updates, new software, meeting notices, from the Regional Information Center (RIC), SED or OMIG as they relate to Medicaid reimbursement.
- I. Responsible for reviewing claims submitted by SpecEd Solutions for accuracy whenever a claim is submitted on behalf of the district. A detailed listing will be provided to the CSE office, whenever a claim is submitted.



5. CONFIDENTIALITY OF RECORDS

SpecEd Solutions agrees to comply with all applicable provisions of FERPA, 20 U.S.C. § 1232, as well as all applicable provisions of HIPAA. To the extent that SpecEd Solutions shares material with any employees or subcontractors, SpecEd Solutions shall have such employees or subcontractors agree in writing to be bound by the same confidentiality provisions as is SpecEd Solutions

6. TERMINATION

Either party may terminate this Agreement, for or without cause, upon ninety (90) days written notice from the Superintendent of Schools. In the event this Agreement is terminated by either party, all fees for billing and other related work performed to date by *SpecEd Solutions* shall immediately end. Provided, however, in the event of termination, the District shall be liable for services rendered prior to termination.

7. GENERAL TERMS

- A. Governing Law. This Agreement shall be governed by the laws of the State of New York. In the event that any proceeding of a judicial nature is brought to determine any matter arising out of, or in connection with, this Agreement, the proceeding shall be brought in a court of competent jurisdiction in the State of New York.
- B. The heading of the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement.
- C. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provision of this Agreement shall be nevertheless remain in full force and effect.
- D. Interpretation. When the context in which the words are used in this Agreement indicates that such is the intent, the words in the singular number shall include the plural.
- E. Successors. This Agreement shall be binding upon the parties hereto, if and when the assigned in accordance with the provisions hereof, their respective assigns, successors in interest, personal or legal representatives, estates, heirs and legatees.
- F. Notices. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be in writing and shall be deemed given upon earliest of (a) delivery or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

To: Heidi Calhoun  
*SpecEd Solutions*  
827 Ford Road  
Melrose, NY 12121

To: Edinburg Common School District  
Attn: Superintendent of Schools  
4 Johnson Road,  
Edinburg, NY 12134

- G. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assignable, transferred or otherwise alienable by either party without the express written consent of the other party.

- H. Amendments and Waivers. This Agreement may not be modified, amended, extended or augmented without prior written consent of *SpecEd Solutions* and the District. Any breach of this Agreement or party hereof shall not be waived or released other than by written acknowledgment by the non-breaching party.
- I. Full Integration. This Agreement, including the documents incorporated by reference into this Agreement, constitutes the entire agreement between *SpecEd Solutions* and the District.
- J. Non-Recourse Obligations. Recourse for any payment or other obligation for either party under or in connection with this Agreement or any document or instrument related hereto shall be had only against the assets of such party, and no individual shareholder, partner or principal of such party shall have any personal liability for any obligations of such party under or in connection with this Agreement or any document or instrument related hereto.
- K. Limitations on Damages. Neither *SpecEd Solutions* nor the District shall be liable to the other party for any amounts representing loss of profit or loss of business or special, indirect, incidental, consequential or punitive damages to the other of any nature whatsoever.
- L. Relationship between Parties. The District, its employees, agents, and subcontractors performing under this Agreement are not employees or agents of *SpecEd Solutions*, neither *SpecEd Solutions* nor the District employees shall hold themselves out or claim to be employees of the other.
- M. Remedy: In the event of a dispute, both parties agree to a third party arbitrator to resolve the differences and determine an equitable determination for each party. Cost concurred are evenly split at the time of arbitration.

**Edinburg Common School District**

**SpecEd Solutions**

Name: \_\_\_\_\_

Name: Heidi Calhoun

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President/Contract Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II B-1

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Treasurer's report consisting of Budget and revenue status reports as well as bank reconciliations for General, Cafeteria, Federal, Payroll and Capital Funds.

**Cost Analysis:**

**Notes:** The Board will review the Treasurer's report prior to the Meeting.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

## **BOARD ACTION**

EXHIBIT II B-2

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the Payment of Claims as listed on Warrant #10.

**Cost Analysis:**

**Notes:** The Board will review the Warrant prior to the Meeting. The complete receiving packet, inclusive of purchase orders, packing slips, and invoices will be available to be reviewed by the board.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_

**BOARD ACTION**

EXHIBIT III B-3

**Action Date:** April 12, 2022

**Effective Date:** April 12, 2022

**Action:** Be it RESOLVED, that the Board of Education hereby approves the proposed 2022-2023 school budget.

**Cost Analysis:**

**Notes:**

# EDINBURG COMMON SCHOOL

## Proposed Budget 2022-2023

**Board of Trustees**  
*Angela Ludwig*  
*Dr. Mary Ann Borden*

**Superintendent**  
*Michelle Ellis*  
**School Business Manager**  
*Sandy L. Moore*

BUDGET CODE	ADOPTED			PROPOSED BUDGET 2022-2023			PROPOSED TOTAL	DESCRIPTION
	2021-2022	ADMIN.	PROGRAM	CAPITAL	ADMIN.	PROGRAM		

**GENERAL SUPPORT**

<b>Board of Trustees</b>									
1010.4	Contractual	3,300			3,350			3,350	Policy, Law Updates, Legal Notices, Cont.
1010.45	Supplies	1,550			1,550			1,550	Supplies

**District Clerk**

1040.16	Non-Instructional Salary	750			750			750	Clerk
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**District Meeting**

1060.16	Non-Instructional Salary	525			525			525	Election Inspectors
1060.4	Contractual	950			1,000			1,000	Legal Notices, Voting Machine Custodian
1060.45	Supplies	150			150			150	Paper, Ballots, Absentee Mailings

**Central Administration**

1240.15	Salary	88,500			92,000			92,000	Superintendent Contract
1240.16	Non-Instructional Salary	46,000			47,000			47,000	Office Staff, Substitutes
1240.4	Contractual	6,000			6,000			6,000	Conferences, NYSCOSS, Software Maint.
1240.45	Supplies	8,000			8,000			8,000	Office Supplies, Postage, Ink, Toner, Mileage

BUDGET CODE	ADOPTED			PROPOSED BUDGET 2022-2023			PROPOSED TOTAL	DESCRIPTION
	2021-2022	ADMIN.	PROGRAM	CAPITAL				
<b>Finance</b>								
1310.16	Non-Instructional Salary	47,000		49,000			49,000	Business Manager/Treasurer Contract
1310.4	Contractual	10,250		11,000			11,000	Software Maintenance, Conferences
1310.45	Supplies	4,650		5,000			5,000	Office Supplies, Six Day Budget Notice
1310.49	HFM BOCES	3,750		4,250			4,250	Questar Services
<b>Auditing</b>								
1320.4	Contractual	10,500		10,500			10,500	Independent Auditors
<b>Tax Collector</b>								
1330.16	Non-Instructional Salary	2,000		2,000			2,000	Tax Collector
1330.45	Supplies	4,500		4,750			4,750	Software Maintenance, Postage, Supplies
<b>Legal</b>								
1420.4	Contractual	18,000		16,500	1,500		18,000	Legal Counsel/Negotiations
<b>Personnel</b>								
1430.49	HFM BOCES	3,250		3,350			3,350	Substitute Services, OLAS
<b>Records Management</b>								
1460.16	Non-Instructional Salary	5,250		5,500			5,500	Records Management Contract
1460.45	Supplies	1,000		1,100			1,100	Supplies, Software Updates/Maintenance
<b>Operation of Plant</b>								
1620.16	Non-Instructional Salary	47,500		49,000			49,000	Laborer, Substitutes
1620.2	Equipment	3,000		3,000			3,000	Operation of Plant Equipment
1620.4	Contractual	61,500		63,000			63,000	Service/Maintenance Contracts
1620.401	Contractual - Oil	25,000		26,500			26,500	Fuel Oil - State Contract
1620.402	Contractual - Electric	23,000		23,000			23,000	Electricity
1620.45	Supplies	18,500		19,000			19,000	Operation of Plant Supplies
1620.49	HFM BOCES	14,500		15,000			15,000	Operation of Plant