

3. DISTRICT Obligations:

- a. The DISTRICT will submit to the COUNTY, to a designated Public Health Services representative, a request for the purchase of any State ELC Grant approved products using COUNTY ELC Grant funds including, but not limited to: Personal Protective Equipment, air filters and/or air filter components. The DISTRICT will provide the COUNTY with a single delivery address to enable efficient shipping of any goods provided under this agreement.
- b. The DISTRICT will provide the COUNTY with a detailed description and any specifications or requirements for any goods or products as required by the COUNTY which are necessary to meet procurement requirements as determined by the COUNTY Purchasing Department and as may be required by the COUNTY procurement policies and/or the NYS General Municipal Law.
- c. The DISTRICT will submit to the COUNTY, to a designated Public Health Services representative, requests for reimbursement for personnel and/or staffing costs for State ELC Grant approved uses. The DISTRICT will provide the COUNTY with sufficient supporting documentation, as determined by the COUNTY and/or State for the reimbursement request.
- d. The DISTRICT agrees to provide the COUNTY any reimbursement or funding request on an approved County voucher with sufficient supporting documentation as required by the COUNTY.
- e. The DISTRICT agrees to provide any supplemental documentation or information necessary for the COUNTY to submit any reimbursement or funding request to the State. The DISTRICT agrees that in the event that the COUNTY is required to provide any additional documentation or information to the State or Federal Government as part of any review or audit of the ELC Grant program, that the DISTRICT will cooperate with any request by the COUNTY to provide such documentation or information to the maximum extent allowable by law.
- f. The DISTRICT agrees that any submission or reimbursement to the COUNTY for funding under this Agreement is for goods, services, personnel/staffing costs or programs that are not otherwise eligible for reimbursement under any other State, Federal or local grant program.

4. COUNTY Obligations:
 - a. Based on the submitted requests received from the DISTRICT, the COUNTY will procure the requested State ELC Grant approved products utilizing a purchase or requisition order facilitated by the COUNTY Purchasing Department, in compliance with COUNTY procurement policies. Any goods purchased under this Agreement will be directly shipped from the vendor to the DISTRICT.
 - b. For reimbursement requests for State ELC Grant approved personnel and/or staffing costs received from the DISTRICT, the COUNTY will submit the request to the State for reimbursement and then provide the reimbursement to the DISTRICT.
5. Insurance: Both parties will maintain at their own expense a valid policy of insurance covering the liabilities arising from the acts or omissions of either party while performing their respective obligations under this Agreement.
6. Indemnification: The District agrees to indemnify and hold harmless the County, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature that may be asserted against them by third parties in connection with the negligent acts or omissions of the District, its directors, officers, employees and agents under this Agreement. The County agrees to indemnify and hold harmless District, its directors, offices, employees, and agents from and against any and all claims, actions or liabilities of any nature that may be asserted against them by third parties in connection with the negligent acts or omission of the County, its directors, officers, employees and agents under this Agreement.
7. Amendments: This Agreement may only be modified or amended by the mutual written consent of the parties hereto. Should the parties agree to review and negotiate existing or additional terms to this Agreement, the Agreement shall remain in force until such terms are agreed to in writing, at which time said terms would become attached to and part of the Agreement. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party without cause.
8. The COUNTY and DISTRICT hereby agree that, notwithstanding DISTRICT's utilization of procurement and/or other services through the COUNTY, that the DISTRICT and its officers, employees, agents, contractors, subcontractors, and/or consultants are not employees of the COUNTY or any department, agency or unit thereof. District covenants and agrees that neither the District nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of County, or any department, agency or unit thereof, and that it 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 State of New York or the County, including but not limited to Worker's Compensation coverage, or retirement membership or credits.

9. Confidentiality of Records: All parties agree to maintain the confidentiality of all furnished records and documents, subject to any legally required disclosure obligations.
10. Compliance with Laws: The parties agree that they shall comply with all applicable laws, ordinances and regulations, including nondiscrimination and labor laws. The COUNTY and DISTRICT agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference, or source of payment. The DISTRICT shall not employ any official or employee of the COUNTY in connection with this Agreement and shall adhere to the Code of Ethics of the COUNTY.
11. NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To the COUNTY: Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

With Copy to: Commissioner of Public Health Services
Saratoga County Public Health Services
6012 County Farm Road
Ballston Spa, NY 12020

To the DISTRICT:

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Per Resolution _____

Approved as to Form and Content:

County Attorney

EDINBURG COMMON SCHOOL DISTRICT

Date: _____

By: _____



Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-5

Action Date June 30, 2022

Effective Date: April 15, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the job description for The Director of Health and Safety position.

Cost Analysis:

Notes:

EDINBURG COMMON SCHOOL

JOB DESCRIPTION

Director of Health and Safety

Reports To: Superintendent

Job Duties, Responsibilities and Essential Functions:

1. Ensure district compliance with all of the various environmental health and safety regulations from federal, state and local agencies.
2. Develop and maintain compliance plans and training for all employees as it pertains to health and safety.
3. Develop and maintain district emergency response plans and train response teams on their duties.
4. Develop and maintain district Project SAVE policies, procedures, and training.
5. Be the liaison with health and safety regulatory agencies and accompany officials on inspections.
6. Develop and administer health and safety budget including materials, equipment and travel expenses.
7. Chair and run all Health and Safety Committee meetings.
8. Act as district LEA designee for health and safety.
9. Input and maintain data into the district security entry system.
10. Ensure proper function of district security and alarm systems.
11. Investigate and report any physical damage to buildings and grounds with recommendations for repair and prevention.
12. Coordinate and schedule building security checks.
13. Respond to all emergency situations regarding building security.
14. Develop and supervise district security plan in conjunction with district administration and the Board of Trustees.
15. Act as district liaison to state, county and local emergency services agencies.
16. Assist the Head Bus Driver in the development and maintenance of district bus routes and schedules.
17. Ensure that all buses are maintained and pass inspections.

18. Provide input into the recruitment, screening, training and evaluations of all transportation employees.
19. Ensure that all facilities are maintained in a safe and proper condition.
20. Conduct annual visual inspection of all school facilities.
21. Answer employee concerns regarding the safety and security of district facilities.
22. Provide input into the recruitment, screening, training and evaluations of all buildings and grounds employees.
23. Monitor performance of outside contractors.
24. Ensure that the kitchens and cafeteria facilities are maintained in a safe and proper condition.
25. Conduct monthly visual inspections of all food service facilities.
26. Work closely with the Cook Manager to ensure compliance with all state and local requirements and guidelines related to safety and security of the food service program.

Physical and Mental Abilities Required:

- Ability to move freely throughout the district's buildings and grounds.
- Ability to communicate effectively using language and writing skills.
- Ability to react productively to frequent interruptions and changing conditions.
- Ability to organize and complete tasks efficiently without supervision.
- Must maintain a tactful disposition in dealing with administrators, staff, students, parents, and public.

Supervisory Responsibilities:

Supervise Cafeteria Manager, Cleaner, Payroll, Head Custodian, Head Bus Driver, Laborer and Maintenance Staff

Salary/Benefits:

As per contract.

EOE

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-6

Action Date June 30, 2022

Effective Date: July 1, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the MOA to the Director of Health and Safety/Business Manager's contract.

Cost Analysis: 2022-2023 \$78,500

Notes:

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE
BOARD OF TRUSTEES OF
THE EDINBURG COMMON SCHOOL DISTRICT
AND
SANDY L. MOORE, HEREINAFTER REFERRED TO AS “SCHOOL BUSINESS
MANAGER”**

WHEREAS, the District and School Business Manager have entered into a contract for the period July 1, 2022 - June 30, 2023: and

WHEREAS, the parties wish to amend the contract to include the following: Effective upon execution by both parties of this Agreement, the School Business Manager will now have an additional title of Director of Health and Safety and the compensation of services of the combined title of School Business Manager/Director of Health and Safety will be seventy-eight thousand five hundred dollars (\$78,500.00) for the 2022-2023 school year.

FOR THE DISTRICT:

Angela Ludwig
Board of Trustees President

Date

Sandy L. Moore
School Business Manager

Date

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II A-7

Action Date June 30, 2022

Effective Date: July 1, 2022

Action: Be it RESOLVED, that the Board of Education hereby approves the CSEA contract for the term of July 1, 2022 through June 20, 2025.

Cost Analysis: The Bargaining Unit Members, shall receive the following increases throughout this Agreement:

2022-2023 \$1.00/hr., Cook Manager will receive \$1.50/hr.

2023-2024 \$1.00/hr.

2024-2025 \$1.00/hr.

Notes:

June 30, 2022
**MEMORANDUM BY AND BETWEEN
THE EDINBURG COMMON SCHOOL DISTRICT
AND THE
EDINBURG CSEA**

The Board of Trustees of the Edinburg Common School District ("District") and the Edinburg Common CSEA ("Association") hereby agree to the following changes to the July 1, 2019 to June 30, 2022 collective bargaining agreement between the School District and the Association ("Agreement"). The terms of this Memorandum of Agreement shall supersede all prior collective bargaining agreements and understandings. Any articles, sections, or portions of the 2019-2022 Agreement not discussed herein shall continue and be incorporated into the successor collective bargaining agreement without change. This Memorandum of Agreement is subject to approval of the Board of Education and ratification by the Association.

1. Term: 3 years, beginning July 1, 2022 and ending June 30, 2025.
2. ARTICLE I: RECOGNITION, Section 1 shall be amended to include the title of Head Custodian.
3. ARTICLE XI: LEAVE ALLOWANCE, amend to provide NEW section, "Mandatory Attendance Days":

The District will have the authority to declare two (2) mandatory attendance days per year, graduation day and a day utilized for a school-wide event such as a school-wide field trip, where leave days may not be used by members without prior authorization from the District. Notice will be provided to staff of the school-wide mandatory attendance day at least two (2) months' in advance or as soon as the District is able to confirm the event, whichever occurs earlier. Use of leave days without authorization from the District will result in an unpaid day and deduction of one (1) leave day.

3. ARTICLE XII, HEALTH INSURANCE, shall be amended to provide:

Section 1. The Employer shall make available to employees a health insurance plan (hereinafter "Plan"). The Employer reserves the exclusive right to select or change plans or carriers as long as such change maintains comparable benefits. Comparable benefits means that the basic coverage is substantially the same and that the average yearly out-of-pocket expense to the employee regarding his/her annual health costs is substantially the same; comparable benefits does not mean that the plans must provide identical line-by-line coverage. ~~Until January 1, 2008, upon submission of receipts, the District will reimburse any bargaining unit member who is required to pay for prescription drugs up to a maximum of \$250 per year.~~ Future changes implemented or instituted by the carrier will be discussed with the Association prior to their adoption. The coverage of this Article (Article XII) extends only to employees who earn \$5500.00 or more per year and who work 25 or more hours per week.

Section 2. For those employees hired on or before June 30, 2004, the District shall pay 90% of the cost of premiums for the insurance plan selected by an employee (e.g., individual, two person, or family). The employee shall pay the remaining 10% of the cost of the premium. **Effective July 1, 2023, employees hired on or before June**

30, 2004 shall pay 11% of the cost of the premium and effective July 1, 2024, employees hired on or before June 30, 2004 shall pay 12% of the cost of the premium. For those employees hired on or after July 1, 2004, the District shall pay 85% of the cost of premiums for the insurance plan selected by an employee (e.g., individual, two-person, or family). The employee shall pay the remaining 15% of the cost of the premium. **The employee shall pay the remaining 15% of the cost of the premium. Effective July 1, 2023, employees hired on or after July 1, 2004 shall pay 16% of the cost of the premium and effective July 1, 2024, employees hired on or after July 1, 2004 shall pay 17% of the cost of the premium.** The employee's portion of the health insurance premium cost shall be paid by deduction from the employee's pay.

NEW:

Section 8. The District will offer a dental plan with the employee paying 100% of the applicable premium.

4. **Article XVI: SALARY**

Section 1. Salary Increase

Bargaining Unit Members, shall receive the following increases throughout this Agreement:

2022-23	\$1.00/hr, Cook Manager will receive \$1.50/hr
2023-24	\$1.00/hr
2024-25	\$1.00/hr

Appendix A shall be modified to reflect increases to the starting salaries as set forth above. Additionally, the starting rate of Head Custodian shall be \$19.00/hr.

NEW Appendix A and B are attached hereto.

This Memorandum of Agreement is subject to ratification of the Association and approval by the Board of Education.

FOR THE CSEA:

FOR THE DISTRICT:

CSEA Representative

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT III B-1

Action Date: June 30, 2022

Effective Date: June 30, 2022

Action: Board Resolution to approve the Payment of Claims as listed on Warrant #13.

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 II B-2

Action Date: June 30, 2022

Effective Date: June 30, 2022

Action: Approve the 2021-2022 general fund unexpended surplus, less the amount designated for the next year's tax levy, exceeding the limit of 4% of subsequent year's appropriation budget as allowed under the Real Property Tax Laws will be put into:

- \$11,580 to be placed in the TRS Reserve
- \$150,000 to be placed in the Bus Reserve Fund
- Any Remainder is to be placed into Repair Reserve

Cost Analysis:

Notes:

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II C-1

Action Date: June 30, 2022

Effective Date: August 31, 2022

Action: Be it RESOLVED, that the Board of Education of the Edinburg Common School District, pursuant to Section 3012 of the Education Law and in compliance with part 30.3 of the Rules of the Board of Regents, upon the recommendation of the Superintendent, does hereby appoint Ms. Ciara Wiley to the position of Teacher in the Elementary tenure area for a probationary period of four years, to commence on August 31, 2022 with ending date of August 30, 2026, who holds a valid New York State Certification permitting her to teach Childhood Education, grades 1-6.

Cost Analysis: Per EEA Contract

Notes:

Motion by _____

Seconded by _____

Ayes _____ Nays _____ Abstain _____

BOARD ACTION

EXHIBIT II C-2

Action Date: June 30, 2022

Effective Date: August 31, 2022

Action: Be it RESOLVED, that the Board of Education of the Edinburg Common School District, pursuant to Section 3012 of the Education Law and in compliance with part 30.3 of the Rules of the Board of Regents, upon the recommendation of the Superintendent, does hereby appoint Ms. Jodie Thompson to the position of Teacher in the Elementary tenure area for a probationary period of four years, to commence on August 31, 2022 with ending date of August 30, 2026, who holds a valid New York State Certification permitting her to teach Childhood Education, grades 1-6.

Cost Analysis: Per EEA Contract

Notes: