

DRAFT

ANNUAL REORGANIZATIONAL MEETING

July 5, 2023

7:00 PM in the School Cafeteria

I. QUORUM CHECK

II. CALL TO ORDER BY DISTRICT CLERK

III. PLEDGE OF ALLEGIANCE

IV. ADMINISTER OATH OF OFFICE

Board Member – Gregory Lowry

V. ORGANIZATION OF THE BOARD

A. ELECTION OF OFFICERS FOR 2023-2024

1. President - Nominations and Election
2. Vice President - Nominations and Election

B. ADMINISTER OATH OF OFFICE

1. President
2. Vice President

C. BOARD APPOINTMENTS

1. District Clerk -Laura Carson
2. District Treasurer/School Business Official – Denise Wist
3. Tax Collector – Ginger Thayer
4. Purchasing Agent –Ginger Thayer
5. Board Secretary -Laura Carson
6. Auditor – Bonadio Group
7. Claims Auditor – Shannon Rockwell
8. Asbestos (LEA) Designee –Record Retention Officer, David Mayton
9. Attendance Officer – Rebecca Meehan
10. Chief Information Officer – Angeline Conte
11. Records Access/Management Officer –Laura Carson
12. District Attorney – Girvin and Ferlazzo, PC
13. Central Treasurer, Extra Classroom Activities Account – Ginger Thayer
14. Comptroller, Extra Classroom Activities Account – Kevin Keane
15. Insurance Adviser - Timothy Parsons (NYSIR)
16. Director of School Health Services – Dr. Sellers and Elletta Horth, NP /Community Health Center, Cherry Valley
17. Catskill Area School’s Employee Benefit Plan Designee to Board of Directors – TheriJo Snyder and the District’s interim designee – Denise Wist
18. Community Contact for Drug and Alcohol Use - Rebecca Meehan
19. Data Privacy Officer - TheriJo Snyder

D. OPEN BOARD SEAT

RESOLUTION 1-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby appoint Ellen Johnson to fill the open Board of Education seat until June 30, 2024.

- E. ADMINISTER OATH OF OFFICE
 - 1. Clerk -Laura Carson
 - 2. Superintendent- TheriJo Snyder
 - 3. Board Member - Ellen Johnson

VI. DESIGNATIONS

- A. BANK DEPOSITORIES
NBT and NYLAF
- B. OFFICIAL NEWSPAPER FOR LEGAL NOTICES
The Daily Star, Oneonta and/or the Cooperstown Crier and/or the School website
www.cvscs.org
- C. REGULAR MEETING DAY
Set Meeting Schedule
- D. MEDICAL FACILITY
Community Health Center, Cherry Valley
- E. PRESIDENT TO APPOINT COMMITTEES (Note – Audit Committee whole Board)

VII. OTHER BOARD BUSINESS

- A. Petty Cash
 - 1. District Office - \$100
 - 2. Main Office - \$100
- B. Authorize Superintendent to make budget transfers (\$2,000 limit)
- C. Authorize Superintendent to approve attendance at conferences
- D. Authorize Superintendent to certify payroll
- E. Authorize Bonding in amounts of Tax Collector = \$1,000,000, Treasurer = \$1,000,000, Other Employees = \$100,000/employee and Courier(inside/outside) = \$25,000/employee to be included in Insurance Package
- F. Re-adopt all policies in effect as of the end of the 2022-2023 school year
- G. Establish mileage reimbursement rate – \$.01.1/2 below IRS
- H. Approve Title I and Title II Committee for 2023-2024

Deb Whiteman	Max Horvath	Angeline Conte
Rachel Wright	September Schecter	Tom Garretson
Samantha Seamon	Michelle Johnson	Mary Beth Flint
Stephanie Weaver		

- I. Appoint Committee on Special Education
 - Samantha Seamon, CSE Chairperson
 - School Psychologist
 - Special Education Teacher
 - Child’s Teacher Child’s Parent
 - Student, if appropriate
 - Physician Member – upon request Parent Member – upon request
 - Laura Buck, Parent Member

- J. Appoint Subcommittee on Special Education
 - Samantha Seamon, CSE Chairperson
 - School Psychologist
 - Regular Education Teacher
 - Special Education Teacher
 - Student, if appropriate

K. Appoint Section 504 Officer – Samantha Seamon

L. Appoint Title IX Compliance Officer – Gary Wannamaker

- M. Appoint Committee on Preschool Special Education
 - Samantha Seamon, CSE Chairperson
 - Rachel Wright, Back-up Chairperson
 - School Psychologist
 - Child’s Parent
 - Physician Member – upon request
 - Child’s Special Education Teacher/Provider
 - Regular Education Teacher- when appropriate
 - County Representative Michaela Bliss, Parent Member

N. RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District appoints and authorizes its President, Vice President and/or Superintendent to approve the appointment of an impartial hearing officer in accordance with law, regulations of the Commissioner of the New York State Education Department section 200.5(j)(3)(ii) and the Compensation Policy of the Board of Education.

O. RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby designate Amy Garretson to act on behalf of the Board of Education to make temporary decisions regarding CSE/CPSE recommendations pending full Board approval and/or to appoint an Impartial Hearing Officer, for the 2023-2024 school year.

P. Appoint Bus Drivers and Substitute Drivers for 2023-2024

Drivers:

Thomas Spencer	Anton Nirschl	Timothy Fish	Marian Davis
Robert Wayman	Ginger Cummings	Travis Morton	

Substitute Drivers:

Michaeleen Ward	Dean Cummings	James Johnson	Clifford Christman
Richard Collins, Jr.	Raymond Key	David Cornelia	Paul Collison
David Mayton	Melissa Davidson	Robin Seamon	Michael Cardamone

Q. RESOLUTION TO EMPOWER TREASURER TO INVEST FUNDS

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District empowers the Treasurer to invest funds as they become available pursuant to School Board policy.

R. RESOLUTION TO EMPOWER TREASURER TO BORROW FUNDS

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District empowers the Treasurer to borrow needed funds using Revenue and/or Tax Anticipation notes upon the recommendation of the Superintendent with the Board of Education approval.

S. ESTABLISH PAY RATE FOR SUBSTITUTE TEACHERS AND SUBSTITUTE BUS DRIVERS

Non-Certified Teacher- \$105.00/day

Non-certified Teacher after 60 days of service - \$110.00/day

Certified Teacher- \$110.00/day Certified Teacher after 60 days of service - \$115.00/day

Substitute Bus Driver - \$22.50/hour Substitute Nurse - \$26.00/hour

Licensed Teacher Assistant and Teacher Aide Substitute - Minimum Wage

T. SUPERINTENDENT AUTHORITY

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby grant approval of the Superintendent to appoint employees on a temporary basis with the understanding that the Board of Education will make the final determination at the next subsequent Board of Education meeting.

U. Approve Federal Community Eligibility Provision (CEP)

VIII. REGULAR MONTHLY BOARD OF EDUCATION BUSINESS

A. SPECIAL PRESENTATIONS - Administration & Board Committee Reports

B. ADDITIONS TO AGENDA

C. CORRESPONDENCE RECEIVED

D. SUPERINTENDENT'S REPORT

E. RECOGNITION OF VISITORS

IX. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

X. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS 1-7-2023 through 27-7-2023

A. RESOLUTION 1-7-2023

APPROVAL OF MINUTES – June 15, 2023

B. RESOLUTION 2-7-2023

ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – May 2023

C. LUNCH AND BREAKFAST PROGRAM

RESOLUTION 3-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, responsible for administration of one or more schools referred to as the school food authority (SFA), hereby agrees to enter into an agreement to participate in the National School Lunch Program and School Breakfast Program, and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction. The SFA further assures that the school will uniformly implement the required policy with respect to determining the eligibility of children for free and reduced price meals. The following prices will be effective September 1, 2023: Breakfast – 1.25, Lunch – 3.00 (Adult – 4.25), Milk – .50 (Adult - .50), Snack Milk & Juice - .50.

D. COMPLETE SERVICES, PLLC AGREEMENT

RESOLUTION 4-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from September 1, 2022 through June 30, 2023 with the following Provider: Complete Occupational Therapy, Physical Therapy, Speech Language Pathology Services PLLC as per Attachment X D.

E. ACHIEVEMENTS, PLLC AGREEMENT

RESOLUTION 5-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2022 through June 30, 2023 with the following Provider: Achievements, PLLC as per Attachment X E.

F. SERVICE PROVIDER AGREEMENTS

RESOLUTION 6-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2023 through June 30, 2024 with the following Provider: Bonnie Georgi, Certified School Psychologist, as per Attachment X F.

RESOLUTION 7-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2023 through June 30, 2024 with the following Provider: Sandra Preston, the owner and sole employee of Starting Gait Physical Therapy, PLLC as per Attachment X F 1.

RESOLUTION 8-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Agreement from July 1, 2023 through June 30, 2024 with the following Provider: Tina Caswell, MS, CCC-SLP as per Attachment X F 1 a.

G. THE ARC OTSEGO AGREEMENT

RESOLUTION 9-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the agreement with The ARC Otsego for the 2023-2024 school year as per Attachment X G.

H. LAND LICENSE AGREEMENT

RESOLUTION 10-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby approve the Land License Agreement as per Attachment X H.

I. LEAD EVALUATORS/EVALUATORS

RESOLUTION 11-7-2023

The Superintendent provided the Board with information showing that Kevin Keane and Rachel Wright have completed New York State Education Department Training as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan; Therefore it is

RESOLVED, Kevin Keane and Rachel Wright are hereby certified as lead evaluators/evaluators for purposes of Education Law section 3012-d and the District's Annual Professional Performance Review Plan.

J. PERSONNEL

RESOLUTION 12-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Eric Soler, English Teacher, effective August 31, 2023.

RESOLUTION 13-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the resignation of Brittany Pitonza, Elementary Teacher, effective July 31, 2023.

RESOLUTION 14-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Angeline Conte, who is permanently certified as a School Counselor, on tenure as a School Counselor effective August 14, 2023.

RESOLUTION 15-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoints and employs Amanda Cade to a term position as Licensed Teacher Assistant for the maximum period September 1, 2023 to June 30, 2024. This is a term appointment, in effect until no later than June 30, 2024 only, unless terminated earlier or extended by further action of the Board, and is not a probationary appointment. It is specifically acknowledged that Mrs. Cade has agreed to waive any rights she may have to a probationary appointment and consideration for tenure and such agreement will be evidenced by a writing to be signed by both parties.

RESOLUTION 16-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Cassie Clegg as a long term substitute in the position of Elementary Teacher, pending her certification as an Elementary Teacher. Mrs. Cleggs' appointment will be effective September 1, 2023 and continue for a period not to exceed 90 instructional days, unless sooner terminated by the Board. Provided Mrs. Clegg obtains certification in the area of Elementary Teacher during this time period, the Board shall reappoint Mrs. Clegg to a probationary position in the Elementary Teacher tenure area. No term of employment is conferred by this resolution, unless and until a probationary appointment is subsequently granted by the Board of Education.

RESOLUTION 17-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Sara Valenta to a position as a Long-term Substitute Teacher effective September 1, 2023 until filled and approves her leave of absence as a Licensed Teacher Assistant for the same time period.

RESOLUTION 18-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Lori Miller as a part-time Occupational Therapist for the 2023-2024 school year.

RESOLUTION 19-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Rachel Wright and Kevin Keane as the Dignity for All Students Act co-coordinators for the 2023-2024 school year.

RESOLUTION 20-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint PJ Johnson to the position as the Continuing Education Coordinator for the 2023-2024 school year.

RESOLUTION 21-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following 2023 Content Specialists/Coordinators: Jordan Rhodes - English, Thomas Fralick - Science, Terri Santillan - Sec. Mathematics, Kelly Oram - Other/Essentials, Traci Waterman - Social Studies Colleen Loucks - Elem. Mathematics, Somer Russell and Katie Bullinger - Co - ELA

RESOLUTION 22-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignments for the 2023-2024 school year: Mentor Coordinator - Jennifer Hanson

RESOLUTION 23-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Dee Sales as an accompanist for the 2023-2024 school year.

RESOLUTION 24-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following After School Program assignments for the 2023-2024 school year:

Coordinator - Stephanie Weaver

Activity Leaders - Tammie Waterman, Deb Whiteman, Rebecca Brown, Jennifer O'Leary and Ashlee Cornelia

Coordinator Substitutes - Tammie Waterman, Deb Whiteman and Jennifer O'Leary

RESOLUTION 25-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as Support Staff Substitutes for the 2023-2024 school year:

Patricia Beckwith Terence Brant Zoe Climenhaga Connie Dingman Lisa Gerdin Amy Graig
Chelsea Hull Dakota Jicha Holly Kehoe Pamela Key Shelbi Kinsley-Tracy Hope Lowry
Hilary Lusk Corinne Peretin Cassandra Prime Elena Sheldon Diane Wells

RESOLUTION 26-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as Substitute Teachers for the 2022-2023 school year:

Charles Alex Caroline Bade Patricia Beckwith Terence Brant Connie Dingman Amy Graig
Chelsea Hull Hilary Lusk Janet McCarty Corinne Peretin Elena Sheldon Charles Strange
Diane Wells

RESOLUTION 27-7-2023

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District hereby approves the addendum to the Superintendent's contract dated July 5, 2023, extending the Superintendent's Agreement through June 30, 2028 and authorizes the Board President to execute said addendum.

XI. NEW BUSINESS

RESOLUTION 28-7-2023

DETAILS RESOLUTION DATED JULY 5, 2023

A RESOLUTION APPROVING THE TERMS, FORM AND CONTENT OF THE \$433,050 AGGREGATE PRINCIPAL AMOUNT BOND ANTICIPATION NOTES, 2023 AUTHORIZED TO BE ISSUED BY A BOND RESOLUTION ADOPTED JULY 5, 2023 AND AUTHORIZING THE SALE THEREOF TO NBT BANK, N.A.

WHEREAS, this Board of Education of the Cherry Valley-Springfield Central School District, in Otsego, Herkimer and Montgomery Counties, New York has adopted pursuant to this resolution the bond resolution attached as Schedule "B" and entitled "a bond resolution, dated July 5, 2023, of the Board of Education of the Cherry Valley-Springfield Central School District, Otsego, Herkimer and Montgomery Counties, New York (the "District") (a) authorizing the District (1) to undertake a project consisting of the construction and installation of a School Based Health Center, at an estimated aggregate maximum cost of \$658,050; (2) to expend or apply toward such Project \$225,000 from the District's Capital Reserve Fund and (3) to issue serial bonds of the District in an aggregate principal amount not to exceed \$433,050 to finance the balance of the cost of such Project, and (b) delegating the power to issue Bond Anticipation Notes in anticipation of the sale of such bonds to the President of the Board of Education of the District" (the "Bond Resolution"); and

WHEREAS, it is now proposed that bonds authorized by the Bond Resolution containing the terms and content and in the form described below be issued and that such bonds be sold to NBT Bank, N.A. (the "Purchaser");

BE IT RESOLVED, by the Board of Education of the Cherry Valley-Springfield Central School District, in Otsego, Herkimer and Montgomery Counties, New York (the "District"), as follows:

SECTION 1. The issuance of \$433,050 aggregate principal amount Bond Anticipation Notes, 2023 (the "Notes") pursuant to the Bond Resolution is hereby approved.

SECTION 2. The form of Note attached to this Resolution as Schedule "A" and the contents thereof are hereby approved.

SECTION 3. The terms of the Notes as stated below are hereby approved.

Principal Amount: \$433,050

Interest Rate: 3.95% per annum

Registration: Issuable in registered form

Redemption The Notes are not subject to redemption prior to maturity

SECTION 4. The sale of the Notes to the Purchaser at a price of par is hereby approved and ratified. The President of the Board of Education, as chief fiscal officer of the District, is hereby authorized and directed to deliver the Notes in the form and containing the terms and content hereby approved against delivery by the Purchaser of the purchase price aforesaid in federal funds; provided, however, that such delivery shall not be made unless there is delivered with the Notes the opinion of Hodgson Russ LLP, Bond Counsel, that the Notes have been duly authorized and issued in accordance with the constitution and laws of the State of New York and are the valid and legally binding obligation of the District (a duplicate original of said opinion shall be filed with the District).

SECTION 5. The President of the Board of Education is hereby authorized and directed to execute the Notes by manual and/or facsimile signature and the District Clerk is hereby authorized and directed to affix the seal of the District thereto and attest the same by manual and/or facsimile signature in substantially the form approved hereby with such changes, omissions, insertions and variations as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

SECTION 6. The President of the Board of Education and the District Clerk are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance and sale of the Notes, subject to the provisions of the Local Finance Law.

SECTION 7. Upon receipt of the aforesaid purchase price for the Notes, the President of the Board of Education shall cause such amount to be deposited, invested and used subject to and as provided in the Local Finance Law.

SECTION 8. Attached as Schedule "B" is a copy of the Bond Resolution, and by this resolution the members of the Board of Education approve and adopt the attached Bond Resolution.

SECTION 9. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

April Aramini _____	Ellen Johnson _____	Erin Seeley _____
Gregory Lowry _____	Amy Garretson _____	

The foregoing resolution was thereupon declared duly adopted.

REGISTRATION CERTIFICATE

It is hereby certified that the within note has been registered as follows:

Date of Registration	Name of Registered Holder	Registered By

SCHEDULE "B"

BOND RESOLUTION

A BOND RESOLUTION, DATED JULY 5, 2023, OF THE BOARD OF EDUCATION OF THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT, OTSEGO, HERKIMER AND MONTGOMERY COUNTIES, NEW YORK (THE "DISTRICT") (A) AUTHORIZING THE DISTRICT (1) TO UNDERTAKE A PROJECT CONSISTING OF THE CONSTRUCTION AND INSTALLATION OF A SCHOOL BASED HEALTH CENTER, AT AN ESTIMATED AGGREGATE MAXIMUM COST OF \$658,050; (2) TO EXPEND OR APPLY TOWARD SUCH PROJECT \$225,000 FROM THE DISTRICT'S CAPITAL RESERVE FUND AND (3) TO ISSUE SERIAL BONDS OF THE DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$433,050 TO FINANCE THE BALANCE OF THE COST OF SUCH PROJECT, AND (B) DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE PRESIDENT OF THE BOARD OF EDUCATION OF THE DISTRICT.

WHEREAS, at a special meeting and vote of the qualified voters of the District, held on October 4, 2022, the proposed capital improvement project (the "Proposition") was duly approved by the qualified voters of the District authorizing the Board of Education of the District (the "Board") (a) to undertake a Capital Improvement Project, 2022 (the "Project") consisting of the construction and installation of a School Based Health Center, consisting of the partial reconstruction and renovation of, and the construction of improvements and upgrades to, the District building and facility (and the site thereof), together with various other measures that are included and generally described in (but are not to be limited by) the Project Plan that was referred to in the public notice of the vote on this Proposition, and to expend therefor an amount not to exceed \$658,050; (b) the Board is hereby authorized to expend or apply toward the Project \$225,000 from the District's Capital Reserve Fund; (c) a tax is hereby voted in an amount not to exceed \$433,050 to finance the balance of the estimated maximum cost of the Project, such tax to be levied and collected in installments in such years and in such amounts as shall be determined by the Board; (d) in anticipation of such tax, obligations of the District are hereby authorized to be issued in the aggregate principal amount of not to exceed \$433,050, and a tax is hereby voted to pay the interest on such obligations as the same shall become due and payable; and (e) New York State Building Aid funds expected to be received by the District are anticipated to offset a substantial part of such costs, and such funds, to the extent received, shall be applied to offset and reduce the amount of taxes herein authorized to be levied; and

WHEREAS, it is now desired to authorize the expenditure of up to \$658,050 for such purpose and to provide for the financing thereof in accordance with the Proposition;

NOW, THEREFORE,

BE IT RESOLVED, by the Board (by a favorable vote of at least two-thirds of all the members of the Board), as follows:

Section 1. The project (the "Project") consists of the construction and installation of a School Based Health Center, consisting of the partial reconstruction and renovation of, and the construction of improvements and upgrades to various District buildings and facilities (and the sites thereof), to implement various health, safety, accessibility, and code compliance measures required by the State Education Department in connection with any significant capital improvement project, and to undertake various other measures as described in greater detail in (but not to be limited by) the Project Plan that was referred to in the public notice of the vote on the Proposition. The foregoing components of the Project (or so much thereof as may be reasonably accomplished, given the level of construction bids received) will include the purchase of original furnishings, equipment, machinery, and apparatus required in connection with the purposes for which such buildings, facilities, and sites are used, and all ancillary or related work required in connection therewith and to the financing thereof.

Section 2. The estimated maximum aggregate cost of such class of objects or purposes is determined to be \$658,050, which expenditure is hereby authorized. The plan for the financing of the Project is (a) by the expenditure or application toward such Project of \$225,000 from the District's Capital Reserve Fund and (b) by the issuance of up to \$433,050 of serial bonds of the District that are hereby authorized to be issued pursuant to the Local Finance Law.

Section 3. It is hereby determined that the Project is an object or purpose described in subdivision 97 of paragraph a of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Project is thirty (30) years.

Section 4. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes, and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of such bonds, and any renewals of such notes, are hereby delegated to the President of the Board, as the chief fiscal officer of the District. Without in any way limiting the scope of the foregoing delegation of powers, the President of the Board, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the District.

Section 5. The temporary use of available funds of the District, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The District then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution.

Section 6. This resolution shall constitute the declaration of the District's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 7. Each of the bonds authorized by this resolution, and any notes issued in anticipation of the sale of such bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Local Finance Law, and such bonds and notes shall be general obligations of the District, payable as to both principal and interest by a general tax levied annually upon all the taxable real property within the District, without limitation as to rate or amount (subject to certain statutory limitations imposed by Chapter 97 of the 2011 Laws of New York), sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year. The faith and credit of the District is hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes, and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of any such bonds or notes to mature in such year and (b) the payment of interest on any such bonds or notes to be due and payable in such year.

Section 8. The President of the Board is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, if appropriate, as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B)(i) of the Code.

Section 9. The President of the Board is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds authorized hereunder (or any bond anticipation notes issued in anticipation of the sale of such bonds), containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. In the absence or unavailability of the President of the Board, the Vice President of the Board is hereby specifically authorized to exercise the powers delegated to the President of the Board in this resolution.

Section 11. By separate resolution, the Board has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project by determining that the Project is a "Type II action" under SEQRA and that no further action under SEQRA is required.

Section 12. The District Clerk is hereby authorized and instructed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper(s) of the District, or if no newspaper(s) have been so designated, then in a newspaper having general circulation in the District, which newspaper shall be designated by the Board in a separate resolution. The validity of the serial bonds authorized hereby, or of any bond anticipation notes issued in anticipation of the sale of such serial bonds, may be contested only if:

(1)(a) Such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution (or a summary thereof) are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) Such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 13. This resolution is effective immediately and shall be placed in the official minutes of the Board as an official action of the Board.

XII. OLD BUSINESS

XIII. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)

XIV. ADJOURNMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 1 day of September, 2023, by and between **Cherry Valley Springfield Central School District**, whose mailing address is **Route 54, Cherry Valley, New York 13320** (“Facility”), and **COMPLETE OCCUPATIONAL THERAPY, PHYSICAL THERAPY, SPEECH LANGUAGE PATHOLOGY SERVICES PLLC** (“Agency”).

RECITALS:

WHEREAS, Agency provides rehabilitation staffing referral services to long-term care and skilled healthcare facilities for the care of sick, afflicted, and injured persons;

WHEREAS, Agency employs or contracts with one or more health care practitioners, including but not limited to physical therapists, physical therapy assistants, occupational therapists, occupational therapy assistants, and speechlanguage pathologists (collectively “Practitioners”) to provide therapy services at such facilities;

WHEREAS, all Practitioners are licensed in the State of New York and practice under the regulations set forth by the New York State Department of Education; and

WHEREAS, Facility desires to retain the services of Agency to provide Practitioners for the performance of professional services at Facility (“Professional Services”), and Agency desires to provide Practitioners to perform such services at Facility as hereinafter set forth.

AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Responsibilities of Agency. Agency shall arrange for the provision of the Professional Services of those types of Practitioners listed on Exhibit A attached hereto to patients of the Facility, upon request by the Facility. Agency shall also provide the following services to Facility relating to the Practitioners:

(a) Screen the Practitioners to determine whether they are qualified to perform Professional Services, and obtain documentation for the Facility, in accordance with the requirements established by the Facility, provided that the Facility has the ultimate right to accept or reject any Practitioner.

Agency shall verify that each Practitioner is licensed to practice in the State of New York and meets all the qualifications for clinical privileges to practice at the Facility.

(b) Act as a liaison between the Facility and any independent contractor Practitioners (“IC Practitioners”);

(c) Replacements. In the event that any Practitioner ceases to provide services at the Facility for any reason, Agency shall use its best efforts to locate a replacement Practitioner.

(d) Standards of Practice. Agency shall only provide Practitioners who agree to perform all services in accordance with (i) accepted standards of practice; (ii) all policies, rules, regulations, and bylaws of the Facility (except for those that are applicable to employees only); (iii) all applicable provisions of law and other rules and regulations of any and all governmental authorities; and (iv) all standards of The Joint Commission.

(f) Agency shall confirm that each Practitioner will serve all patients/residents regardless of sex, race, sexual preference, age, creed, national origin, disabled or ability to pay.

2. Responsibilities of Facility. Facility shall establish the general objectives as well as the administrative guidelines necessary for the performance of Professional Services by Practitioners, including but not be limited to, hours and days of work, and notice requirements related to Practitioner absence or discontinuation. Facility's quality assurance program members shall evaluate the quality of Professional Services and report the results of such evaluations to Facility's governing body.

3. Payment for Services. Each Practitioner shall submit a timesheet to the Facility at which the service was rendered, and the Facility's authorized designee shall sign the time sheet. Agency shall invoice the Facility for all such Professional Services. Fees are subject to change annually, commencing on the one-year anniversary date of this Agreement and upon each subsequent anniversary date thereafter during the term of this Agreement. The pricing set out in "Exhibit A" shall be adjusted on each such date by the increase in the national consumer price index issued by the United States Government Bureau of Labor Statistics for all Urban Consumers, medical care, for the United States of America, for the twelve-month period ending in the month in which such calculation is made. Agency shall notify the Facility of an adjustment on or about the contract effective date in each succeeding year, unless the Facility gives written notice of termination prior to the effective date of the change pursuant to this Agreement, in which case the prior fees will remain in effect during the ninety (90) day termination period.

4. Payment.

(a) All amounts due hereunder shall be paid within thirty (30) days of the invoice for services rendered. A fee of 0.75 percent (0.75%) per month shall be charged for delinquent payments. Should the Facility dispute any portion of an invoice, it must notify Agency of such dispute in writing within 15 days after the invoice date. Failure to notify Agency within this 15 day period shall be deemed an agreement by Facility to pay Agency in full for the invoice. Further, since Agency renders payment to IC Practitioners on behalf of the Facility, the Facility shall provide Agency with all the required documentation on which the Facility has based its dispute of the invoice. Such documentation shall be presented to Agency within 20 days after the date of invoice. In no case shall an adjustment be made by the Facility without such documentation, unless agreed to in writing by Agency.

(b) In the event that either party initiates a lawsuit or arbitration to enforce the terms of this Agreement, the prevailing party in such proceeding (including any appeals) shall be entitled to recover its reasonable attorneys' fees and costs.

5. Insurance. Agency and Facility shall maintain at all times during the term of this Agreement professional liability insurance and general liability insurance in the amounts customarily carried by providers of services in the community where Facility is located. Upon request of the other party, the non-requesting party shall provide a copy of its insurance policy or a certificate of insurance evidencing such coverage. Agency shall verify that each IC Practitioner is covered by insurance insuring such Practitioner against liability for rendering or failing to render Professional Services.

6. Relationship of Parties. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.

7. Status of Practitioners.

(a) No Practitioner rendering services to patients of Facility under this Agreement shall be considered an employee of the Facility.

(b) It is understood and agreed that IC Practitioners shall be responsible for payment of their own federal, state and local income taxes and employments taxes, and benefits, including, but not limited to, unemployment, workers compensation, and disability insurance. Neither Facility nor Agency shall be responsible for any fringe benefits, costs or expenses for such Practitioners. Neither Facility nor Agency will be in any way liable for any wages, federal, state and withholding tax requirements for any such Practitioner or for compliance with applicable disability insurance, social security and unemployment insurance laws for any such Practitioner.

(c) Agency shall pay all wages of the Practitioners that it employs ("Employee Practitioners"), and shall provide all benefits required with respect to such Practitioners. Agency shall pay all federal, state and municipal taxes with respect to Employee Practitioners, including federal social security, workers compensation and state unemployment compensation taxes.

8. Health Information Portability and Accountability Act. Agency and Facility are covered entities as defined in the 1996 Health Information Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, and as such shall comply with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

9. Non-Solicitation. Facility recognizes the time and expense necessary for Agency to recruit and train the Practitioners and Agency's legitimate business interest in protecting this investment. Accordingly, during the term of this Agreement and for a period of (1) one year following the termination of this Agreement for any reason whatsoever, Facility and its affiliates

shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice, or persuade any IC Practitioner or Employee Practitioner to leave the employ of Agency or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Agency at any time during the 12 months prior to such proposed employment or contracting. "Indirectly employ" shall include, but not be limited to, Facility contracting with or receiving services from another provider who employs or contracts with any person who was employed by or contracted with Agency and provided Professional Services to Facility within the previous 12 months.

10. Practitioner Conversion Fee. Notwithstanding Section 9, should Facility wish to convert an Agency IC Practitioner or Employee Practitioner onto its Facility staff within (1) one year after the last assignment that such Practitioner worked at Facility through Agency, Facility shall pay Agency a conversion fee of \$20,000 per converted Practitioner.

11. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall include any information pertaining to the business of the Facility or Agency or any parent, subsidiary, or affiliate of Facility or Agency that is not readily available through the public domain, including this Agreement and all exhibits, documents and information related to this Agreement. The parties agree and acknowledge that Confidential Information of the other is or may be disclosed to them and that it constitutes valuable business information developed at great expenditure of time, effort and money. Agency and Facility shall not, either during the term of this Agreement or thereafter, use Confidential Information for any purpose other than the performance of such party's duties under this Agreement. Agency agrees to keep strictly confidential and hold in trust all Confidential Information and agrees not to disclose or reveal such information to any third party without the express prior written consent of the party to which the information relates, provided that Agency may release such information (i) to its legal and financial advisors if they agree to keep such information confidential, (ii) to enforce the performance of this Agreement or to defend any claim relating to this Agreement, or (iii) to the extent required by law.

(a) Confidential Information. Agency agrees that it shall provide in any agreement it has with IC Practitioners that such Practitioners shall comply with the foregoing terms regarding confidentiality.

(b) Remedies. The parties recognize and acknowledge that the restrictions and limitations on their activities contained herein are required for the parties' reasonable protection. In the event of a breach of the covenants contained in this Section 11, the nonbreaching shall be entitled, if it so elects, to (i) institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, and/or (ii) enforce the specific performance of these covenants, and/or (iii) enjoin the offending party from engaging in any activity in violation of this Agreement, whether threatened or actual, without proving actual damages and without posting bond or other security.

12. Terms and Termination. Except as otherwise stated herein, this Agreement shall continue in effect until terminated pursuant to this Section. Either party may terminate this Agreement without cause effective at any time by giving the other party written notice at least ninety (90) days prior to the effective date of termination. Either party may terminate this

Agreement immediately at any time by giving written notice of termination to the other party if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days after the non-breaching party notifies the breaching party of such default in writing, which notice specifies the nature of the breach in reasonable detail. Notwithstanding anything to the contrary in the foregoing, Agency may terminate this Agreement immediately if Facility fails to pay Agency any fee, expense or other sum of money when due. Further, upon any termination or the expiration of this Agreement, all sums due Agency shall be remitted by Facility to Agency within 30 days after such termination or expiration.

13. Legal Developments. This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that counsel for such party determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any material provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a substantial risk of such party being deemed in violation of any legal or regulatory requirement applicable to such party as such requirement is interpreted by any agency or instrumentally of federal, state or local government charged with enforcement of such requirement; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes of this Agreement.

14. Indemnification.

(a) Facility shall indemnify and hold harmless Agency against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Agency in defending or compromising actions brought against Agency arising out of or related to the acts or omissions of Facility or its employees in connection with Agency's provision of services under this Agreement or Facility's performance of its duties under this Agreement.

(b) Agency shall indemnify and hold harmless Facility from and against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Facility in defending or compromising actions brought against Facility, its officers, directors, employees, or agents, arising out of or related to the acts or omissions of Agency, Practitioners, or Agency's employees, agents, or contractors in connection with the provision of the Professional Services or the performance of duties by Agency pursuant to this Agreement.

15. Miscellaneous

(a) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior written or oral statements made with respect hereto.

(b) Amendments. This Agreement may be amended at any time and from time to time, but only by a written instrument executed by both parties hereto.

(c) Governing Law; Severability. This agreement shall be construed and enforced pursuant to the laws of the State of New York. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

(d) Assignment. Except as provided to the contrary in this Agreement, the rights and obligations of the parties hereunder may not be assigned or delegated without the prior written consent of the other party.

(e) Effective Date. This Agreement shall be effective for all purposes as of September 1, 2023.

(f) Waivers. No failure or delay to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies specified in this Agreement are not exclusive of any rights or remedies that the parties would otherwise have.

(g) Notices. All notices, consents, statements, requests and demands required or permitted hereunder shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the party at the address set forth below, or at such other address as the party may have designated by written notice to the other party given in accordance with this Section.

If to Agency: Complete OT/PT/SLP Services PLLC
PO Box 746
Greenville, New York 12083

If to Facility: Cherry Valley Springfield Central School District
Route 54
Cherry Valley, New York 13320
Attn:

(h) Access to Records. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Agency carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12 month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

(i) Survival of Warranties. All representations and warranties made by Facility herein shall survive the termination of this Agreement.

(j) Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

(l) Administrative Services of Agency. By executing this Agreement, Facility acknowledges and consents to the fact that Agency may contract with third-party administrators from time-to-time to administer the non-clinical aspects of Agency's business.

(m) Representation by Legal Counsel. Both parties acknowledge and agree that each party has had the benefit of competent, independent legal counsel and other advisors, and that each party has had an equal right to negotiate the terms and participate in the drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(n) Certification. Facility represents and warrants to Agency that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Facility shall notify Agency immediately if this representation and warranty becomes untrue for any period of time during the term of this Agreement.

The Agency represents and warrants to the Facility that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Agency shall notify the Facility immediately if this representation and warranty becomes untrue for any period of time during the term of this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

FACILITY:

Cherry Valley Springfield Central School District

By:

Name: _____

Title: _____

AGENCY:

COMPLETE OT/PT/SLP SERVICES PLLC

By: _____

Name: Jack Prayto

EXHIBIT A

LIST OF PRACTITIONER SERVICES AND FEES

Sept 2023-June 2024

Physical Therapy Services per month two set days per week:

Session to be completed by PTA/PT Supervisor.

\$4,100 Per Month



Agreement between: **Cherry Valley-Springfield School District**
 597 County Highway 54
 Cherry Valley, NY 13320

and: **Achievements, PLLC**
 623 New Loudon Road
 Latham, NY 12110

Date: July 1, 2023 - June 30, 2024

Achievements, PLLC agrees to provide:

- During the 2023/2024 school year, Achievements will provide Vision Services (TVI) in accordance with each child's Individual Education Plan (IEP) unless otherwise agreed upon by both parties

Terms of Agreement:

- Services will be provided by a NYS certified Vision Specialist
- Provider will adhere to Cherry Valley-Springfield SD documentation procedures and follow NYSED mandated protocol
- Provider will remain an employee of Achievements, PLLC thereby relieving Cherry Valley-Springfield SD of employer/employee obligations such as, but not solely inclusive of, taxes, Workers Comp, NYS Disability & mandated benefits

Terms of Reimbursement:

*virtual

Service	Rate	Rate	Misc
TVI*	\$162/hour (31-60 minutes)	\$120/session (0-30 minutes)	Service or Consult
CVI Range*	\$162/hour (31-60 minutes)	\$120/session (0-30 minutes)	Consult
Wilson Reading*	\$165/hour (30-60 minutes)		Service, Meetings, Consults
Team/IEP Meetings	\$162/hour		
Quarterly Reports*	\$100/child		
Evals/ReEvals*	\$1200/child		
Training/Prep*	\$125/hour		
Onsite requests	\$120/trip		

- Cherry Valley-Springfield SD CSD will be invoiced per IEP approved service. Teacher (TVI) cancelations not billable.
- Included in rate:
 - Indirect services per IEP
 - Session notes (if applicable)
- Not included:
 - Additional meetings requested by Cherry Valley-Springfield SD or client (billed at \$90/half hour; \$120/hour)
 - Services/requests made outside the IEP approved services

Termination:

- Agreement will terminate:
 - On IEP end date
 - Upon written notice (mail or email) given to either party.

Confidentiality:

Policies and procedures for confidentiality should apply throughout the stages of collection, storage, disclosure, and destruction of records; including electronic records.

- Achievements, PLLC agrees to fully comply with all federal, state, and local statutes and regulations that govern privacy and confidentiality of student records and information. Achievements, PLLC also agrees to refrain from re-disclosing or using for any purpose, other than the performance of its duties hereunder, any student information or records obtained in furtherance of its duties hereunder.
- All individuals employed by Achievements, PLLC are responsible for ensuring the confidentiality of personally identifiable information in records, including electronic records.
- All records containing personally identifiable information must be maintained in secure locations, including when records are disposed of, stored off-site and during retrieval. Records transported must be secured and confidentiality maintained when in the possession of staff off-site.
- Records that require disposal must be shredded.
- Only individuals who collect or use information for the *express purposes of facilitating the child/family's participation in the child's Program* are authorized to routinely access the child's record.
- Individuals authorized to routinely access records must be informed about, and required to adhere to, the confidentiality policies and procedures and must adhere to requirements that protect records containing sensitive information.
- Because the Medicaid status of children is unknown to providers, Medicaid requirements must be adhered to, including preparing and maintaining contemporaneous records.

Non-Solicitation:

- Achievements, PLLC acknowledges that any caseload to whom we may render services during the course of this Agreement, regardless of the manner in which they first came to Achievements, PLLC for services, are the caseload of Cherry Valley-Springfield SD. Achievements, PLLC shall not acquire proprietary, ownership or other right in or to such caseload and in the goodwill associated with them. Achievements, PLLC further agrees that, upon termination of this Agreement, Achievements, PLLC shall not solicit any such caseload and that such caseload shall remain the caseload of Cherry Valley-Springfield SD. In the same manner, while under the guidelines of this Agreement, the provider is an employee of Achievements, PLLC and shall remain so. Cherry Valley-Springfield SD agrees to honor the relationship and agrees not to solicit the employee in any manner while this Agreement is in effect, and for one year thereafter.

Cherry Valley-Springfield SD

Date

Achievements, PLLC

Date

Bonnie Georgi

Certified School Psychologist

6 Grove Street
Cooperstown, New York 13326
(607) 435-5266
bcgeorgi@gmail.com

This agreement is entered into as of _____ between the Cherry Valley-Springfield Central School District (hereafter, “the District”) and Bonnie Georgi (hereafter, Ms. Georgi).

1. **Independent Contractor:** Subject to the terms and conditions of this agreement, the District hereby engages Ms. Georgi as an independent contractor to perform school psychology services set forth herein, and Ms. Georgi hereby accepts such engagement.
2. **Services Performed by the Contractor:**
 - a. Completion of routine re-evaluations for the CSE at a per student rate of \$350.00 plus any additional fee for specialized components at a rate of \$50.00 per component.
 - b. Completion of initial evaluations at a per student rate of \$350.00 plus any additional fee for specialized components at a rate of \$50.00 per component.
 - c. Per diem services as requested by the District at a rate of \$325.00, or an hourly rate of \$50.00 per hour.
3. **Term:** This engagement shall commence on July 1, 2023 and shall continue in full force and be in effect until June 30, 2024.
4. **Insurance:** Ms. Georgi will provide the District evidence of professional liability insurance.
5. **Benefits:** Ms. Georgi will not be entitled to any benefits through the District, including but not limited to insurance, leave days or retirement benefits.
6. **Billing:** Ms. Georgi will provide the District with itemized bills for services rendered and the District will complete payment of those bills upon receipt.
7. **Entire Understanding:** This document constitutes the entire understanding and agreement between the District and Ms. Georgi, and supersedes all prior understandings, agreements and documentation relating to the subject matter. Any modifications to the Agreement must be in writing and signed by both parties with 30 days notice.

Bonnie Georgi

District Representative

RELATED SERVICE AGREEMENT

This AGREEMENT made this 5th day of July 2023 by and between CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT (the "District") Board of Education and Sandra Preston, who resides at 1696 Co. Hwy. 50 Cherry Valley, NY 13320 and is the owner and sole employee of Starting Gait Physical Therapy, PLLC

WHEREAS, the District's Board of Education is required to provide therapy services to students identified by the District's Committee on Special Education ("CSE") to be in need of such related services; and

WHEREAS, Therapist is duly licensed by the State of New York to provide physical therapy services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Therapist will provide physical therapy evaluations and physical therapy services during the 2023 summer and the 2023-2024 school year for those student(s) identified by the District's CSE to be in need of such services in the amount and frequency as listed on the IEP for each of those students. Such therapy services shall be appropriate to the needs of those students and shall address the annual goals contained within the IEP for each student served. Therapist will submit to the District on at least a quarterly basis during the 2023 summer and the 2023-2024 school year written progress reports prepared and signed by the Therapist. For Medicaid eligible student's, Therapist will provide documentation to the District in the time and form required to obtain Medicaid reimbursement for such services.
2. Therapist warrants and represents that she is properly licensed, certified and/or registered as required by the law of the State of New York to provide the services required by this Agreement. The services rendered under this Agreement shall conform to current accepted professional standards and skills for such services.
3. Therapist shall observe all applicable laws and requirements relating to the confidentiality of records and personally identifiable information relative to the services provided pursuant to this Agreement.
4. Therapist shall maintain liability insurance consistent in terms and amounts with the requirements of the County of Otsego during the term of this Agreement. The District, its Board of Education, employees, officers, and agents shall be named as Additional Insureds under this policy.
5. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party; provided however, that failure of Therapist to comply with any of the terms,

conditions, or requirements expressed in this Agreement shall constitute a material breach of the Agreement and shall entitle the District's Board of Education to terminate the Agreement immediately upon delivery of written notice of termination to Therapist.

6. For services rendered by Therapist to the District under the terms of this Agreement, the District's Board of Education will pay Therapist as follows:
One Hundred (120.00) dollars per sixty (60) minute session.
7. It is understood and agreed that at all times for all purposes hereunder, Therapist is an independent contractor and is not an employee of the District. Therapist shall not make any claim, demand, or application for any right, privilege, or benefit applicable to an employee of the District, including but not limited to worker's compensation, unemployment insurance benefits, social security coverage, or retirement membership coverage. The District will not withhold from the fee payments to Therapist any sums for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Therapist understands and agrees that such insurance and tax payments are the sole responsibility of Therapist.

Board of Education President
Cherry Valley-Springfield Central School District

Starting Gait Physical
Therapy, PLLC
Sandra Preston, Physical
Therapist



Tina N. Caswell, MS, CCC-SLP
AAC Consultation Services
(607) 242-1124

Agreement, made this June 22, 2023 between Tina Caswell MS, CCC-SLP, Speech Language Pathologist, of 17 Exeter Drive in Endicott, NY, and Cherry Valley-Springfield Central School District (CVSCSD) agrees to the following:

1. Services to be performed: Augmentative and Alternative Communication (AAC) consultation services for
2. Schedules: Consultation services will be provided by Tina N. Caswell, MS, CCC-SLP, licensed Speech-Language Pathologist.
3. Period of agreement: This contract shall be effective for the 2023-2024 school year or until termination by either party, in writing, as described below. This contract shall cover services to be performed during the 2023-2024 school year. If the Cherry Valley-Springfield Central School District (CVSCSD) or Tina Caswell wishes to terminate the contract, 30 days prior written notice must be provided to the other party. Further changes to the contract may be requested in writing and initialed by both parties.
4. Payment: In consideration of Tina Caswell rendering services pursuant to this agreement, the Cherry Valley-Springfield Central School District (CVSCSD) will pay the rate of \$125.00 per hour for services rendered for therapist services including clinical observations, travel, direct client contact, consultation with team members (including family members) and written documentation.
5. Confidential and Proprietary Information: It is understood that as a result of this contract, Tina Caswell will be dealing with confidential and proprietary information of both and its clients. Tina Caswell agrees to respect the confidentiality of information regarding the Cherry Valley-Springfield Central School District (CVSCSD) and its clients and agrees not to disclose to anyone directly or indirectly any such information.
6. Non-Discrimination: Tina Caswell agrees not to discriminate based on race, color, national origin, religion, ethnic group, religious practice, weight, marital status, military status, sex, age, sexual orientation, gender identity, disability or predisposing genetic

characteristic in its employment practices and/or with respect to rendition of services provided under this contract.

7. By signing this agreement, Tina N. Caswell certifies that she can legally provide services for the Cherry Valley-Springfield Central School District (CVSCSD) as a licensed Speech-Language Pathologist.

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year written below.

President of the Board of Education School District

Cherry-Valley Springfield Center School District

Date: _____

Tina Caswell
Tina N. Caswell, MS, CCC-SLP
Licensed Speech-Language Pathologist
#007491

Date: 6.22.2023

Otsego County Chapter of NYSARC, Inc.

The Arc Otsego
35 Academy Street
P.O. Box 490
Oneonta, NY 13820

607-432-8595 - Fax 607-433-8430

**CONTRACTUAL AGREEMENT FOR PROVISION OF SERVICE TO CHERRY
VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT
FOR THE 2023/2024 SCHOOL YEAR**

School:

Name: Cherry Valley-Springfield Central School

Address: PO. Box 485
Cherry Valley, NY 13320

Phone: (607) 264-3265 x507

Contact Person: Samantha Seamon

E-Mail: sseamon@cvscs.org

Service: Transition Services

Agreement: It is agreed and understood that The Arc Otsego, hereafter referred to as the Agency, will provide transition services in accordance with the following terms and conditions for Cherry Valley Springfield Central School also referred to as the School. Services will be individually based for each student. Examples of services available include interest assessment, job shadowing, soft skills training, community-based assessments, interviewing techniques, and application preparation.

Services may be provided at the school, at The Arc Otsego, or at a site in the community. Transportation for services will be decided upon on an individual basis and will be mutually agreed upon between the Agency and the School. School transportation will be utilized whenever possible.

The School will be responsible for providing a room or area for the Agency to meet with student(s). The School will provide feedback to the Agency at least once per semester. The Agency will develop a plan for the provision of services to each student receiving transition services. The Agency will provide documentation on the services provided for each student, including student progress, needs, and recommendations.

The School agrees to notify the Agency as early as possible if a student will not be available. The Agency agrees to notify the School as early as possible if a transition specialist will not be available.

Dates of Agreement: This agreement is effective for the 2023-2024 school year, and may be terminated by either party upon notification of the other by written notice 60 days prior to the termination or modification of services. The 60-day notification can be waived upon mutual agreement of both parties.

Rates and Terms of Compensation: Payment for services will be as follows:
30 individual hours @ \$85 per hour - totaling \$2,550.00

Reporting & Scheduling: The Agency contact for the School for transition services is the Senior Director of Community Programs & Affirmative Business, whose office is located at The Arc Otsego, P.O. Box 490, Oneonta, NY 13820 and who is available by phone at 607-433-8447 x3110 or by cell 607-434-1006.

Billing Procedures: It shall be the responsibility of The Arc Otsego to submit an invoice to the School on The Arc Otsego letterhead that includes the individual's services were provided to, hours broken down by individual and charges by individual. All invoices will be submitted twice per school year in a timely manner following December 31 and June 30. Payment will be made by the School within thirty days of receipt and mailed to The Arc Otsego Business Office, P. O. Box 490, Oneonta, NY 13820.

Other Terms and Conditions:

Both the Agency and the School agree to provide services in accordance with all federal, state, and local regulations and laws.

Both the Agency and the School agree that the Agency is a "covered entity," as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The services rendered by the Agency may be "health care" as defined by HIPAA, which would make the information about participating students that is generated, maintained, or modified by the Agency "protected health information." Both the Agency and the School acknowledge that the Agency cannot disclose protected health information to a non-health care provider without the participating student (or parent/guardian of a minor) signing an authorization that is compliant with HIPAA.

As part of the initial intake and screening process, the Agency will ask each potential participating student (or parent/guardian of a minor) to sign an authorization that will permit the Agency to share relevant information with the School. Under HIPAA, the Agency may not make participation in the transition program conditional on the signing of an authorization. Accordingly, if a student refuses to authorize the disclosure of information, the Agency and the School shall agree on what information constitutes the minimum necessary to justify payment. Submission of that information shall satisfy the requirements of this agreement.

The Agency and the School agree to report to each other any event encountered in the course of performance of this agreement that results in injury to the person or property of third parties, or which may otherwise subject the Agency or School to liability. Events shall be reported immediately upon discovery. Reporting does not excuse or satisfy any obligation of either party to report any event to law enforcement or other entities under the requirements of any applicable law.

The Agency and the School agree to hold each other, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this agreement. This does not require either party to be responsible for or defend against claims or damages arising solely from errors or omissions of the Agency or the School, their officers, agents, or employees.

AGENCY

SCHOOL

Otsego County Chapter of NYSARC, Inc.
dba The Arc Otsego

Cherry Valley-Springfield Central School

By: _____
Todd Hansen
Executive Director

By: _____
Print Name: _____

Date: _____

Date: _____

LICENSE

Cherry Valley-Springfield Central School District, (Licensor), for his/herself, his/her heirs, successors and assigns, does hereby grant to Lusk Farm LLC of 615 North rd. Cherry Valley, NY, (Licensee), a license to enter upon the land of the Cherry Valley-Springfield Central School District described as the 42.82 acres located on the northern side of the school property for the limited purpose of growing and harvesting crops for hay and all activities related thereto. The Licensee must engage in those activities needed to grow and harvest hay in such a manner as to minimize the impact on the school district's learning environment. The Licensee may only apply any fertilizers or other chemicals on non-school days and agrees to provide the District with at least 10 days' notice of any pesticides or chemicals to be used on the property so the District may comply with its statutorily required notification process. Access to the property should remain through the route currently established and should not be altered by Licensee. The Licensee does not have authority to store any equipment, materials, chemicals or anything else used for growing and harvesting hay on the school district property. Once the hay is harvested, it must be removed from school property.

In exchange for the license granted herein, Licensee releases and forever discharges Licensor from any claim, action, or cause of action arising out of or related to the performance of any activity permitted by this license or any activity undertaken as a consequence of this license, and Licensee agrees to indemnify and hold harmless Licensor from any claim, action or cause of action brought by any agent, employee, contractor or other person claiming an injury or damage whether in contract or tort, or other cause of action of any kind arising out of or related to Licensee's activity upon the land.

This license agreement shall expire one year from December 31, 2023. The license agreement may be renewed at the school district's discretion. Should the Licensee fail to comply with the terms above, the District has the right to terminate the license upon 30 days notice to the Licensee.

Cherry Valley-Springfield Central School District:

BY: _____

