

DRAFT

**BOARD AGENDA
BUSINESS MEETING**

CV-S Central School
Cherry Valley, NY

Thursday, February 17, 2022
7:00 PM In the School Cafeteria

I. OPENING OF MEETING

A. QUORUM CHECK

B. CALL TO ORDER

C. PLEDGE OF ALLEGIANCE

D. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration, Board Committee Reports & Cherry Valley and Springfield Libraries

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. SUPERINTENDENT'S REPORT

H. BOARD OF EDUCATION COMMITTEE REPORTS

I. RECOGNITION OF VISITORS

II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS #1-2-2022 through RESOLUTION #15-2-2022

A. RESOLUTION 1-2-2022
APPROVAL OF MINUTES – January 20, 2022

B. RESOLUTION 2-2-2022
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – January 2022

C. FINANCIAL
RESOLUTION 3-2-2022
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does approve the following transfer:
The remaining funds in the Extracurricular accounts in the amount of \$1768.38 to the Student Council fund.

D. BASSETT MEDICAL CENTER AGREEMENT
RESOLUTION 4-2-2022
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the Bassett Medical Center Athletic Trainer Agreement as per ATTACHMENT III D.

E. COMBINING CONTRACT

RESOLUTION 5-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the Combining Contract between the Sharon Springs Central School District and the Cherry Valley- Springfield Central School District, for Varsity and Modified levels in Baseball, Softball and Track and Field athletic competition during the 2021-2022 season.

F. PERSONNEL

RESOLUTION 6-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby accept the resignation of Ushuaia Diaz, Music Teacher, effective June 30, 2022.

RESOLUTION 7-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby accept the resignation of Mary Mattson as an After School Program Co-Coordinator effective February 7, 2022.

RESOLUTION 8-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby appoint the following as After School Program Co-Coordinators for the 2021-2022 school year:
Bobbie Ann Templin and Debra Whiteman

RESOLUTION 9-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the retirement of Melissa Jaquay effective June 30, 2022 and the employee shall be eligible for all contractual retiree benefits by contract at the time of her retirement.

RESOLUTION 10-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the retirement of David Lamouret effective June 30, 2022 and the employee shall be eligible for all contractual retiree benefits by contract at the time of his retirement.

RESOLUTION 11-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the retirement of Blaise Drugatz effective June 30, 2022 and the employee shall be eligible for all contractual retiree benefits by contract at the time of his retirement.

RESOLUTION 12-2-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby accept the retirement of Linda Drugatz effective June 30, 2022 and the employee shall be eligible for all contractual retiree benefits by contract at the time of her retirement.

RESOLUTION 13-2-2022

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 as an Instructional Support Staff Substitute for the 2021-2022 school year: Loretta VanDewerker

RESOLUTION 14-2-2022

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 2021-2022 school year: Varsity Boys Baseball - William Carpenter
Varsity Girls Softball - David Bliss Modified Track and Field - Joslyn Mabie

RESOLUTION 15-2-2022

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 a volunteer for the remainder of the 2021- 2022 school year: Kelly Taggart

IV. NEW BUSINESS

V. OLD BUSINESS

VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- To review recommendations made by the Committee on Special Education
- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)

VII. ADJOURNMENT

**AGREEMENT BETWEEN
BASSETT MEDICAL CENTER
AND
CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL**

Agreement dated August 23, 2021, between Cherry Valley-Springfield Central School (the "School"), PO Box 485, Cherry Valley, NY 13320 and The Mary Imogene Bassett Hospital d/b/a Bassett Medical Center, 1 Atwell Road, Cooperstown, NY 13326.

WHEREAS, the School wishes to retain MIBH for the purposes of providing a Sports Medicine Program; and

WHEREAS, MIBH in turn desires to provide such services.

NOW, THEREFORE, the parties hereto agree as follows:

A. MIBH will designate a member of its Bassett Healthcare Certified Athletic Trainer Staff (the "MIBH Employee(s)") to perform/coordinate the services for the School described above.

The duties of the MIBH Employee(s) shall:

1. include the provision of a sports medicine program by an Athletic Trainer certified in accordance with 8NYCRR79-7 and 8NYCRR 135.5 (d), including:
 - a. injury assessment
 - b. recommending when an athlete requires treatment by a physician
 - c. recommending follow-up with a physician
2. in no way substitute for those of a physician.
3. in no way be responsible for an emergency situation. In an emergency situation, the School's pre-existing emergency plan should be followed.
4. be provided on dates and times in support of school athletic activities to be established in advance by the School.

The duties of the School shall be:

1. provision of medical supplies if an athlete has any special medical supply needs such as taping, bandaging, padding or wrapping on a regular basis.
2. provision and potential to implement an emergency plan in an emergency situation.

B. The MIBH Employee(s) will visit the School to perform the services described in the first recital paragraph hereof on predesignated days.

C. MIBH will bill the School on an annual basis, at a rate of \$450.00 per year, for time spent in fulfilling the duties described above. Said rate shall be reviewed annually by both the School and MIBH.

D. This Agreement in no way establishes an agency relationship between the School and MIBH. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

E. Term: The term of this contract shall be for one school year period, commencing August 23 2021, and ending June 25, 2022, shall terminate immediately if either party fails to maintain in good standing its licensure, certification or accreditation. Such party shall immediately inform the other party in writing to be delivered per the terms noted under Paragraph J.

F. The parties hereto shall hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including attorneys' fees, in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement.

G. Each party shall maintain comprehensive liability insurance and MIBH will maintain malpractice insurance coverage acceptable to the other party either in the form of a self-insurance program or in the form of a policy purchased from an insurance company. The insurances shall be acceptable to the other party in the form of a self-insurance program or in the form of a policy purchased from an insurance company. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.

H. Modification: This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications or amendments of the terms of this contract shall not be binding unless executed in writing by the parties hereto. The terms of this Agreement supersede any oral representations previously made.

I. Governing Law: This agreement shall be governed by the laws of the State of New York and in particular, but without limitation, 8NYCRR 135.4 (d).

Notwithstanding any other provisions in this contract, the parties hereto remain responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

J. Termination: The Agreement may be terminated by either party by notice in writing of termination delivered personally or sent by registered mail addressed to the other party at its then principal office. Such notice shall be so delivered or mailed at least 90 days prior to the intended termination date.

IN WITNESS WHEREOF, each of the parties hereto has caused its corporate seal to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL

By: *TheriJo Snyder* 01/20/2022
tsnyder@cvscsd.org
TheriJo Climenhaga
Superintendent of Schools

16-1308659
Tax ID Number

BASSETT MEDICAL CENTER

By: *Tommy Ibrahim* 01/20/2022
tommy.ibrahim@bassett.org
Dr. Tommy Ibrahim
President & CEO
Bassett Healthcare Network