

DRAFT

**BOARD AGENDA
ANNUAL BUDGET REVIEW MEETING**

Thursday, May 9, 2024
7:00 PM In the School Cafeteria

CV-S Central School
Cherry Valley, NY

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

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. 2024-2025 BUDGET HEARING

H. PUBLIC COMMENT

I. SUPERINTENDENT'S REPORT

J. 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 1-5-2024 through RESOLUTION 16-5-2024

A. RESOLUTION 1-5-2024
APPROVAL OF MINUTES – April 18, 2024

B. UNADILLA VALLEY CSD INTERMUNICIPAL AGREEMENT
RESOLUTION 2-5-2024

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 with Unadilla Valley Central School District as per ATTACHMENT III B.

C. ACCEPT DONATION
RESOLUTION 3-5-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept an anonymous donation of \$1,200 to be used by the FFA for the Gift of Blue Program for 12 jackets.

D. COMBINING CONTRACTS

RESOLUTION 4-5-2024

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 Contracts between the Cooperstown Central School District and the Cherry Valley-Springfield Central School District, for Varsity and Modified Football and Varsity Swim athletic competition during the 2024-2025 school year.

E. PERSONNEL

RESOLUTION 5-5-2024

RESOLVED, that the Board of education of the Cherry Valley-Springfield Central School District hereby abolishes two (2) positions in the Elementary Teacher tenure area effective June 30, 2024. The Superintendent is directed to notify the affected staff members of this action.

RESOLUTION 6-5-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District hereby abolishes three (3) positions in the Licensed Teacher Assistant tenure area effective June 30, 2024. The Superintendent is directed to notify the affected staff members of this action.

RESOLUTION 7-5-2024

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 Kathleen Urban effective June 30, 2024 and the employee shall be eligible for all contractual retiree benefits by contract at the time of her retirement.

RESOLUTION 8-5-2024

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 Jennifer O'Leary as a 2024 Summer Program teacher effective April 18, 2024.

RESOLUTION 9-5-2024

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 Jennifer Bishop as a teacher aide effective April 27, 2024.

RESOLUTION 10-5-2024

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 Angeline Conte as a School Counselor effective August 31, 2024.

RESOLUTION 11-5-2024

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 Emily Schwall as a part-time monitor effective April 29, 2024.

RESOLUTION 12-5-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Sarah Paradiso to a position as a part-time Special Education Teacher as a long-term substitute beginning September 1, 2024.

RESOLUTION 13-5-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Emily Schwall to a position as a teacher aide effective April 29, 2024 through June 28, 2024.

RESOLUTION 14-5-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Charles Morrison to a six month probationary position as a Cleaner effective May 6, 2024 through November 6, 2024.

RESOLUTION 15-5-2024

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 2024 Summer Program positions: *Summer Program is contingent on the enrollment figures.

Secondary - Coordinator - September Schecter

Elementary - Teacher: Jodi Mravlja LTA: Stephanie Weaver

RESOLUTION 16-5-2024

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 volunteers for the 2023-2024 school year: Maryann Oestman Mathew Oram

IV. NEW BUSINESS

V. OLD BUSINESS

VI. 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)
- Review collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law)
- Review recommendations made by the Committee on Preschool Special Education and the Committee on Special Education

VII. ADJOURNMENT

**INTERMUNICIPAL AGREEMENT BETWEEN
UNADILLA VALLEY CENTRAL SCHOOL DISTRICT AND CHERRY VALLEY
SPRINGFIELD CENTRAL SCHOOL DISTRICT**

AGREEMENT made this 17th day of April 2024, by and between the Board of Education of the Unadilla Valley Central School District, a municipal corporation organized under the laws of New York State with offices at 4238 State Highway 8, New Berlin, NY 13411 (“UVCS D”); and Cherry Valley Springfield Central School District, a municipal corporation organized under the laws of New York State with offices at 597 Co. Hwy 54 Cherry Valley, NY 13320 (“CVSCSD”).

WHEREAS, Section 119-o of the General Municipal Law authorizes municipal corporations to enter into “agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service”; and

WHEREAS, UVCS D and CVSCSD (collectively, the “School Districts” or the “Parties”) are authorized to enter into cooperative agreements pursuant to Article 5(G) of the General Municipal Law of the State of New York to cooperatively exercise their respective powers; and

WHEREAS, the School Districts have reached an agreement as to the terms and conditions of an intermunicipal agreement for the transportation of the School Districts students to an educational event as described in this Agreement;

NOW, THEREFORE, it is agreed by and between the parties as follows:

A. Term

This Agreement, effective on the date the Agreement is executed by both Parties, will terminate on May 5, 2024. The Agreement is also terminable upon 5 days’ notice from either party.

B. UVCS D Responsibilities

1. UVCS D has available one (1) school bus and a driver to provide transportation for participating UVCS D and CVSCSD students to and from the New York State FFA convention in Buffalo, New York (the “Event”) between **May 1, 2024 and May 4, 2024**.
2. UVCS D will provide such transportation on one (1) school bus to and from pick-up and drop-off location(s) designated by UVCS D.

3. UVCSO will provide one (1) bus driver who meets the requirements and standards for such job set forth in applicable law, to operate such bus used in transporting students pursuant to this Agreement. UVCSO will also provide bus monitors to the extent required by applicable law.

C. CVSCSO Responsibilities

1. CVSCSO will be responsible for reimbursing UVCSO for transportation costs as follows:

[insert compensation terms]

2. CVSCSO will be responsible for paying such costs within 30 days of receiving an invoice from UVCSO.

3. CVSCSO will be responsible for all supervision of their students at the Event.

D. Parties as Independent Contractors

1. The relationship between the Parties shall be that of independent contractors and any and all services performed under this Agreement shall be performed in such capacity.

2. No Parties' employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of another party, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other party, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.

3. No Party shall have, or hold itself out as having the authority or power to bind or create liability for the other Party's acts or omissions.

4. It is agreed by all Parties that neither federal, state, nor local income taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by one party for the employee, consultant, or agent of another party. Said withholding and/or payments are to be made by the parties in compliance with all federal, state, and local laws, rules or regulations. The Parties agree to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government having jurisdiction over the Parties.

5. The parties acknowledge that they shall have no ability to control the manner, means, details, or methods by which the other party or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

6. These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

E. Compliance with All Laws

In performing under the terms of this Agreement, the Parties and their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.

F. Prohibition Against Assignment

No Parties to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of their responsibilities and/or obligations under this Agreement, or their right, title, or interest in this Agreement, to any other person or entity without the previous written consent of the other parties.

G. Non-Waiver of Breach

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

H. Choice of Law and Venue

This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought only in the state or federal courts, as applicable, located in the State of New York.

I. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

J. Board Approval

This Agreement is subject to the approval of each Party's governing board.

K. Modifications

Any modification or amendment to this Agreement shall be void unless it is in writing

and signed by all Parties.

L. Indemnification

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

M. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Dated: April 23 2024

Unadilla Valley Central School District


By: Brenton Taylor, Superintendent of Schools

Dated: April 30, 2024

Cherry Valley Springfield Central School District


By: TheriJo Snyder