

DRAFT

**BOARD AGENDA
BUSINESS MEETING**

Thursday, February 15, 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, & Prom Committee Class of 2025

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. SUPERINTENDENT'S REPORT

H. 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 1-2-2024 through RESOLUTION 9-2-2024

A. RESOLUTION 1-2-2024
APPROVAL OF MINUTES – January 18, 2024

B. RESOLUTION 2-2-2024
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – January 2024

C. CALENDAR CHANGE FOR BOARD OF EDUCATION MEETING
RESOLUTION 3-2-2024
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does approve the following calendar change for the Board of Education meeting: May 2, 2024 Budget Hearing changed to May 9, 2024 Budget Hearing

D. OTSEGO COUNTY DEPARTMENT OF SOCIAL SERVICES
RESOLUTION 4-2-2024
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 the Otsego County Department of Social Services as per ATTACHMENT III D.

E. PERSONNEL

RESOLUTION 5-2-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Donald Herringshaw to a six month probationary position as a Bus Driver/Mechanic effective March 4, 2024 through September 4, 2024.

RESOLUTION 6-2-2024

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 Extracurricular assignments for the 2023-2024 school year: Track and Field Coach (minus \$300 recordkeeping) - Celia Rathbun

Track and Field Recordkeeping (\$300) - Adrienne Haig

Tutor - Celia Rathbun Varsity Softball - David Bliss Varsity Baseball - William Carpenter

RESOLUTION 7-2-2024

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 as an Instructional Support Staff Substitute for the 2023-2024 school year: Nancy Crane Sarah Stannard April Terwilliger

RESOLUTION 8-2-2024

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 as an Instructional Substitute for the 2023-2024 school year: Nancy Crane April Terwilliger

RESOLUTION 9-2-2024

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: Lauren Dunckel James Patenaude Karlie Ballas Amy Graig Kayla Wolfert

Natalie Wood Joel Morain

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)

VII. ADJOURNMENT

AGREEMENT

THIS AGREEMENT (this "Agreement") is made January 1, 2024, by and between **OTSEGO COUNTY**, by and through **OTSEGO COUNTY DEPARTMENT OF SOCIAL SERVICES** ("DSS" or "DEPARTMENT"), a municipal corporation, having its office and principal place of business located at 197 Main Street, Cooperstown, New York (collectively, the "COUNTY"), and **CHERRY VALLEY SPRINGFIELD CENTRAL SCHOOL**, having its office at 597 County Highway 54 Cherry Valley, NY 13320 ("CONTRACTOR"). The COUNTY and CONTRACTOR are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WITNESSETH:

WHEREAS, the COUNTY desires to obtain services in connection with Cherry Valley Springfield School; and

WHEREAS, the CONTRACTOR desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the COUNTY and the CONTRACTOR mutually agree and obligate themselves as follows:

1. **PURPOSE**. To enter into a written contract setting forth the terms and obligations of each of the parties for providing services as described herein and according to a fee schedule as hereafter set forth.
2. **GOODS AND/OR SERVICES TO BE PERFORMED**. The COUNTY shall acquire, from the CONTRACTOR, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibit "A," attached hereto and made a part hereof.
3. **TERM**. The term of this contract shall commence January 1, 2024 and shall continue until December 31, 2024.
4. **PRICE**. See Exhibit "A," attached hereto and made a part hereof.
5. **STANDARD PROVISIONS**.

A. **AGENCY/INDEPENDENT CONTRACTOR**. CONTRACTOR is an independent contractor. Neither CONTRACTOR nor CONTRACTOR'S officers, employees, agents or servants shall hold themselves out as, or claim to be, officers, employees, agents or servants of the COUNTY.

This Agreement in no way establishes an agency relationship between the CONTRACTOR and COUNTY. Each party shall maintain its independence and its separate identity. 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.

B. **ASSIGNMENT OR TRANSFER**. The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or the CONTRACTOR'S right, title or interest in this Agreement or the CONTRACTOR'S power to execute this Agreement, to any other person or entity without prior express written approval by the COUNTY. The terms of this Agreement shall be binding upon the successors, heirs and assigns of the parties hereto, in the event of approved assignment, or other approved transfer of CONTRACTOR'S rights or obligations

under this Agreement.

- C. **MODIFICATION.** There shall be no oral modifications of this Agreement and any modification or amendment of the terms of this Agreement shall not be binding unless executed in writing by the parties hereto. The terms of this written Agreement contain the entire understanding between the parties and supersede any oral representations previously made.
- D. **GOVERNING LAW.** The terms of this Agreement shall be governed and interpreted pursuant to the laws of the State of New York. The goods and/or services provided shall comply with all Federal, State and local statutes, rules and regulations.
- E. **RENEWAL.** (If applicable) This Agreement may not be renewed without the prior approval of the CONTRACTOR and by resolution or committee approval as required of the Board of Representatives of the COUNTY OF OTSEGO, unless specifically provided for herein by authorizing resolution.
- F. **HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION .** The CONTRACTOR agrees to indemnify, defend and hold harmless to the fullest extent permitted by law the COUNTY, its officers, agents and employees and representatives in connection with this Agreement from and against any and all loss or expense that may arise by reason of liability for damage, injury or death or for invasion of personal or property rights of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to CONTRACTOR if self employed, CONTRACTOR'S employees, agents or subcontractors; (III) claims of personal injury to third parties and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement, arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Agreement irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the CONTRACTOR, its employees or agents. CONTRACTOR further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this Agreement to effectuate this hold harmless clause, and shall name the COUNTY as an additional insured on all applicable insurance and indemnification. (See also "Insurance" section 8).
- G. **EXECUTORY CLAUSE.** This Agreement shall be deemed executory only to the extent of the funds appropriated and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood that neither this Agreement nor any representation by any public employee or officer create any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement. The COUNTY shall promptly notify CONTRACTOR in writing when no funds have been appropriated or when appropriated funds have been exhausted for the CONTRACTOR'S services under this Agreement.
- H. **INSURANCE.** CONTRACTOR shall purchase and maintain insurance of the types and coverage set forth below, written on an occurrence basis, reasonably acceptable to the COUNTY and which will provide primary liability coverage to CONTRACTOR AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from CONTRACTOR'S operations under the Agreement, including without limitation (i) claims because of bodily injury,

occupational sickness or disease, or death, whether to CONTRACTOR if self-employed, CONTRACTOR'S employees or others whether or not under a Worker's Compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that the COUNTY will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the COUNTY as an additional insured and stating the limits of liability; expiration dates which are acceptable to the COUNTY shall be filed with and accepted by the COUNTY before operations are begun. The intent is that this insurance, with the COUNTY being named as an additional insured, is to be primary over and above the COUNTY'S own general liability coverage.

CONTRACTOR agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

CONTRACTOR also agrees to obtain and maintain Automobile Liability Insurance for owned, hired or non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the CONTRACTOR shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Also, the CONTRACTOR shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

CONTRACTOR further agrees to comply with the requirements of the New York State Worker's Compensation Board regarding proof of compliance with the New York State Worker's Compensation Law. The New York State Worker's Compensation Board requires the COUNTY to obtain from CONTRACTORS proof of Worker's Compensation insurance coverage, Self-Insurance or exemption from the requirement of obtaining Worker's Compensation insurance coverage. Proof must be submitted to the COUNTY on forms specified by the Worker's Compensation Board and that are stamped as received by the Worker's Compensation Board.

- I. **TERMINATION.** (For Service Agreements Only) This Agreement may be terminated by the COUNTY upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the CONTRACTOR.
- J. **COOPERATION BETWEEN PARTIES.** Each of the parties hereto agree to cooperate with each other to expeditiously complete the terms of this Agreement and to conduct their operations in a relationship of trust and confidence, one with the other.
- K. **NON-DISCRIMINATION.** The CONTRACTOR expressly agrees:
 - i. that in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no CONTRACTOR, subcontractor, nor any person acting on

behalf of such CONTRACTOR or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

- ii. that no CONTRACTOR, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and
- iii. that there may be deducted from the amount payable to the CONTRACTOR by the COUNTY under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimated in violation of the provisions of this Agreement; and
- iv. that this Agreement may be canceled or terminated by the COUNTY, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

CONTRACTOR shall comply with all rules and regulations of the Americans with Disabilities Act (ADA), and if applicable, all terms of the bid or RFP documents.

- L. **AGREEMENT DOCUMENTS.** The Agreement Documents shall consist of the following (including their attachments and exhibits):

This Agreement including Exhibit A, Certificate(s) of Insurance and HIPAA (if required)

This Agreement, together with the above-named documents, which said other Documents are as fully a part of the Agreement as if attached or herein repeated, forms the Agreement between the parties. In the event that any provision of any attachment or other component made a part hereof is inconsistent with these terms, then these terms shall govern except as otherwise specifically stated.

The COUNTY will be provided a reasonable number of copies of such of the documents prepared by the CONTRACTOR as the COUNTY deems appropriate. The cost of such copies shall be borne by the CONTRACTOR.

- M. **PROGRESS REPORTS** (for service agreements only). The CONTRACTOR shall issue progress reports to the COUNTY as the COUNTY may direct and shall immediately inform the COUNTY in writing of any cause for delay in the performance of its obligations under this Agreement.
- N. **CONFLICTS OF INTEREST.** At the time CONTRACTOR submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, CONTRACTOR shall deliver to COUNTY'S Department of Law, the attached affidavit certifying that CONTRACTOR has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to COUNTY. The affidavit shall further state that in rendering services to COUNTY no persons having any such interest shall be employed by CONTRACTOR. CONTRACTOR assumes full responsibility for knowing whether CONTRACTOR'S officers, employees, agents, or servants have any such interest and for

certifying the absence of such conflict to COUNTY.

During the course of performing services for COUNTY, CONTRACTOR shall disclose immediately to COUNTY, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of CONTRACTOR, CONTRACTOR'S officers, CONTRACTOR'S employees, CONTRACTOR'S agents, and CONTRACTOR'S servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this Agreement and CONTRACTOR'S failure to comply with these provisions affords COUNTY the right to pursue any and all remedies for breach of Agreement.

In the event of an apparent or actual conflict of interest during the course of performance, CONTRACTOR shall suspend all work and services, and COUNTY'S payments to CONTRACTOR shall be suspended pending final approval by COUNTY or COUNTY'S Board of Ethics. If the conflict cannot be resolved to the satisfaction of COUNTY, COUNTY may terminate the Agreement by written notice. Nothing herein shall be construed as limiting or waiving COUNTY'S right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of CONTRACTOR, and CONTRACTOR shall disclose the same. CONTRACTOR shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. CONTRACTOR shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than COUNTY for work on the project to which this Agreement pertains. If applicable, CONTRACTOR shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of CONTRACTOR'S servants shall be deemed a conflict of interest of CONTRACTOR, giving rise to the duty to disclose.

CONTRACTOR shall not disclose any data, facts or information concerning services performed for COUNTY or obtained while performing such services, except as authorized by COUNTY in writing or as may be required by law.

- O. **PRIVILEGED INFORMATION.** Nothing contained in this Agreement shall require CONTRACTOR to share the protected health information or other privileged information with the COUNTY.
- P. **AUTHORITY.** The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed as of the day and year first above written.

DIGITAL SIGNATURE PAGE

**Hollis Denise-
County Attorney**

Digitally signed by Hollis Denise-
County Attorney
Date: 2024.01.19 13:45:23 EST
Reason: County Attorney approval
Location: Cooperstown, NY 13326

Exhibit A

EXHIBIT "A" SERVICES TO BE PROVIDED

DEFINITION

- A. Child welfare services shall mean services for children and their families which are supportive and rehabilitative that are provided to:
1. avert an impairment or disruption of a family which will or could result in the placement of a child in foster care or other out-of-home placement
 2. enable a child who has been placed in foster care or resource/relative to return to his/her family at an earlier time than would otherwise be possible
 3. reduce the likelihood that a child who has been discharged from foster care or resource/relative would return to such care
 4. monitor and/or investigate child protective allegations or indications to enhance safety and reduce risk
- B. Case Management Services shall mean assessing the need for, providing and arranging for services for children and families, and coordinating and evaluating the provision of these services.

SERVICES TO BE PROVIDED

- A. The COUNTY agrees to provide to the CONTRACTOR one (1) caseworker for purposes of establishing and maintaining an on-site office at the CONTRACTOR's school district to provide child welfare services to children and their families residing in the Cherry Valley – Springfield Central School District. The specific caseworker assigned to the district shall be mutually agreeable to the CONTRACTOR and the COUNTY. The CONTRACTOR or the COUNTY shall notify the other party should a reassignment be necessary, and a collaborative effort between the CONTRACTOR and the COUNTY to determine a new, mutually agreeable caseworker will occur. The caseworker shall generally be present four (4) working days per week at the CONTRACTOR's school district and be available one (1) working day per week at a COUNTY office for purposes of supervision, case processing, court, and other required administrative activities. The COUNTY and the CONTRACTOR will establish the specific day that the caseworker(s) will be present at the COUNTY and any change in the established schedule will be made with mutual consent of both parties. A change in the actual number of days the caseworker(s) shall be present at the COUNTY can be made with mutual approval of the CONTRACTOR and the COUNTY for necessary caseworker activities (i.e. Court hearings, family service plans, etc.). In addition to such duties as are required of a caseworker, the caseworker shall provide the following services to the CONTRACTOR:
1. The caseworker will perform any and all tasks required of a Department of Social Services child welfare caseworker.
 2. The caseworker shall be a participating member of the CONTRACTOR's Student Intervention Team if requested and shall receive referrals on student's who are at-risk of school dropout, evidencing severe behavioral problems and/or management problems, or are presenting symptoms consistent with abuse or neglect. The caseworker will accept referrals in accordance with child welfare intake processes and eligibility determinations.

Exhibit A

3. The caseworker, in addition to determining eligibility for and providing child welfare services, will act as liaison between the CONTRACTOR and the COUNTY.
4. The caseworker will carry no more than twelve (12) cases on an on-going basis, and up to fifteen (15) on a short-term basis.
5. The caseworker will work seven (7) hours during a normal workday. These hours, however, may be reappointed during a day, or over several days if work demands so indicate not to exceed thirty-five (35) hours per week except during July and August when work hours shall not exceed thirty (30) hours. Work hours shall be prioritized as much as possible to meet the needs of the CONTRACTOR.
6. The CONTRACTOR may refer students who are at-risk of school dropout, evidencing severe behavioral and/or management problems or are presenting symptoms consistent with regard to abuse or neglect. All CONTRACTOR referrals shall be accepted by the COUNTY and processed in accordance with intake and assessment guidelines. The COUNTY shall develop a plan for each referral and authorize services consistent with each assessment and plan including signed releases of information by parents and/or legal custodians as needed to obtain and/or share information between the COUNTY and the CONTRACTOR or other service providers.
7. Services shall be provided in accordance with the initial and/or comprehensive service plan of the uniform case record for each individual case. The COUNTY will provide the CONTRACTOR with appropriate and necessary background information as allowable. The COUNTY will further transmit on a COUNTY form the specific reasons for providing services, the services to be provided and the time frames for delivery of such services consistent with regulations. The COUNTY records shall conform to standards established by the Department and New York State Office of Children and Family Services (OCFS). The COUNTY shall maintain program and statistical records and produce program narrative and statistical data at various times to be available to the COUNTY and the New York State OCFS.
8. The caseworker shall provide services to the students of the Cherry Valley – Springfield Central School district; however, should the caseload be under its maximum, the caseworker may occasionally serve students and families outside of the Cherry Valley – Springfield Central School district.
9. The caseworker shall participate in necessary training per state mandates and the COUNTY's policies as part of the caseworker's workday(s), and these days may exceed the aforementioned time needed in the COUNTY's office.

Exhibit A

EXHIBIT "A-1"

Semi-Annual Performance Outcomes

Due to the Commissioner's Secretary by
July 15, 2024 for January 2024 – June 2024 and
January 15, 2025 for July 2024 – December 2024

(To be maintained by Otsego County Dept of Social Services)

- 1. Of the total number of referrals made by the school district, 60% will be opened for intervention services.**
- 2. Of the total number of referrals made by the school district regarding abuse/maltreatment, 75% will not result in foster care placements.**
- 3. Of the total number of PINS referrals made to the Department of Social Services by the school and/or the Probation Department for a child in the school district, 75% will not result in foster care placements.**

Exhibit A

EXHIBIT "B"

PAYMENT

Payment will be based on actual costs associated with running the program, calculated as follows: the CONTRACTOR shall reimburse the COUNTY for the local percentage cost (currently 17%) of the salary, fringe benefits and mileage expenses of the Caseworker appointed to each position. The salary and fringe benefits are subject to increase based on union labor negotiations. Local percentage is subject to change based on State and Federal reimbursements.

The CONTRACTOR will be billed quarterly and shall make payment within 30 days of billing. In no event shall the CONTRACTOR's liability exceed the local percentage of salary, benefits, and mileage costs.

This Agreement may be terminated by the CONTRACTOR or the COUNTY upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the COUNTY or if Federal or State reimbursement shall be terminated or is not allowed.

RESOLUTION NO. 357-20231101

RESOLUTION - AUTHORIZING THE OTSEGO COUNTY COMMISSIONER
OF SOCIAL SERVICES TO CONTRACT WITH AN AREA
SCHOOL DISTRICT FOR CHILD WELFARE SERVICES

MARTINI, OLIVER, BASILE, BROCKWAY, SCANLON

WHEREAS, the Otsego County Department of Social Services has determined that the interests of the students and their families located in the Otsego County school districts will be best served by providing child welfare services within school districts staffed by the Otsego County Department of Social Services caseworker(s); and

WHEREAS, the administration of certain school districts have proposed to contract with the County for the services of caseworker(s) to perform child welfare services for the students and their families within their respective school districts; and

WHEREAS, in addition to reimbursing the County in full for the local share of the salary of caseworker(s), the administration of each participating school district has proposed to pay for the overhead and other benefits and costs of maintaining such position(s); and

WHEREAS, it is in the best interest of the County of Otsego to contract for position(s) with the school districts listed below; now, therefore, be it

RESOLVED, that the Otsego County Commissioner of Social Services is hereby authorized to contract with the following school district for the 2023 – 2024 school year:

