Regular Meeting of the Board of Education
Bradley Elementary School Library
Tuesday, November 19, 2013
7:00 P.M.

The Bradley Elementary School PTA will host a reception for the Board of Education at 6:30 p.m.

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Recognition of Visitors and Delegations
   - Bradley Elementary 6th Grade Musical Performance
   - Hampton Inn PILOT Allocation Agreement Presentation - Joseph Shields, Esq.

4. Correspondence and Communications

5. Board Committee Reports
   - Buildings, Grounds & Transportation Committee - 11/13/13
   - Budget & Finance Committee - 11/13/13

6. New Business
   A. Personnel

1. Appointments

   a. Substitute Teacher List

   It is recommended that the following teacher be appointed to the per diem substitute teacher list, pending satisfactory clearance for employment by the State Education Department:

<table>
<thead>
<tr>
<th>Name</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Montesano</td>
<td>Social Studies 7-12, Students w/Disab. 7-12</td>
</tr>
<tr>
<td></td>
<td>Social Studies</td>
</tr>
</tbody>
</table>
6. New Business (cont’d.)

B. Inter-Municipal Agreement

It is recommended that the inter-municipal agreement between the New Hartford Central School District and the Madison-Oneida BOCES for the term November 1, 2013 through June 30, 2014 be approved.

C. Committee on Pre-School Special Education (CPSE)

The recommendations from the Committee on Pre-School Special Education’s meeting of November 1, 2013 (3) are presented for approval.

D. Committee on Special Education (CSE)

The recommendations from the Committee on Special Education’s meetings of November 5, 2013 (5) and November 8, 2013 (2) are presented for approval.

E. 504 Committee

The recommendations from the 504 Committee’s meeting of November 5, 2013 (2) are presented for approval.

F. Treasurer’s Reports

It is recommended that the Treasurer’s Reports for July, August, and September 2013 be accepted.

G. Revenue and Expense Reports

It is recommended that the Revenue and Expense Reports for July, August, and September 2013 be accepted.

H. Budget Transfers

It is recommended that the September 30, 2013 Budget Transfers be approved.
6. **New Business (cont'd.)**

1. **Resolutions of Condolence**


      RESOLVED, that the Board of Education express its sincere sympathy to the family of Nancy Spadafora and that this resolution be spread upon the records of the district and a copy sent to the family."


      RESOLVED, that the Board of Education express its sincere sympathy to the family of Paul Swancott and that this resolution be spread upon the records of the district and a copy sent to the family."

7. **Other Business**

   - Discussion Regarding New York State Common Core Forum

8. **Adjournment**
AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("BOCES"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the New Hartford Central School District ("DISTRICT"), with its principal business address at 33 Oxford Road, New Hartford, NY 13413.

RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a central school district under the New York State Education Law; Section 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT’s board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. TERM: The term of this AGREEMENT shall begin on November 1, 2013, and shall extend through and including June 30, 2014.

2. EMPLOYMENT OF AN ATTORNEY: BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.

3. EQUIPMENT AND OTHER RESOURCES: BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.

4. COMPENSATION: The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.
To insure that the expense incurred by DISTRICT is proportionate to the services received by
DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work
performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to
reimburse BOCES at the rate of $100.00 per hour for those services. For greater efficiency, the
support staff employed by BOCES may include one or more paralegals and/or legal support
personnel. District agrees to reimburse BOCES at the rate of $50.00 per hour for services
performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses
(disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant
printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall
provide a reasonably specific description of the services performed, and shall separately specify
charges for professional services and charges for disbursements. DISTRICT shall remit payment
to BOCES within thirty (30) days of the date of the invoice.

6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and,
thus, each will have a distinct attorney-client relationship with any jointly employed attorney that
performs services for either of them. Each jointly employed attorney shall act to maintain client
loyalties and client confidences in accordance with the New York State Code of Professional
Responsibility.

7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between
BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility,
then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or
DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.

8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability
insurance coverage applicable to the professional services provided by the jointly employed
attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this
insurance is reflected in the compensation arrangement established in paragraph 4. The limits and
coverage of this policy shall be the parties’ sole remedy in the event of loss experienced due to the
culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have
any obligation to indemnify the other in the event of such loss.

9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right,
title or interest therein assigned, transferred, conveyed or otherwise disposed of without the
previous consent, in writing, of the other PARTY and any attempts to assign the contract without
such written consent will be null and void.

10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this
AGREEMENT, including but not limited to the applicability of professional standards for work
undertaken by the joint employee, it shall provide written notice to the other PARTY of such
dispute and include a detailed description of the nature of the dispute and proposed method of
resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall
contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet
and discuss the resolution. Both PARTIES shall provide documentation or other information
useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve
such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree
to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

   (a) **If to DISTRICT:**
       Mr. Robert J. Nole, Superintendent of Schools
       New Hartford Central School District
       33 Oxford Road
       New Hartford, NY 13413

   (b) **If to BOCES:**
       Ms. Jacklin G. Starks, District Superintendent
       Madison – Oneida BOCES
       4937 Spring Road / PO Box 168
       Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

For the DISTRICT

Date

For the BOCES

Date
CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, _____________________________, Clerk of the Board of Education for the New Hartford Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the New Hartford Central School District was duly approved by a majority vote of the voting strength of the Board of Education on ________.

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date

CERTIFICATION BY BOCES BOARD CLERK

I, Catherine M. Quinn, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the New Hartford Central School District was duly approved by a majority vote of the voting strength of the Board of Education on ________________.

SIGNATURE OF BOCES BOARD CLERK

Date