

Consent Agenda:

Personnel

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation for the Appointment as an Internal Claims Auditor for 2021-2022

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves Ms. Sheila Leach as the Internal Claims Auditor for 2021-2022 with a stipend in the amount of \$1,250.00 retro-actively effective July 1, 2021 through June 30, 2022

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation for the Appointment as a School District Tax Collector for 2021-2022

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves Ms. Sheila Leach as the School District Tax Collector for 2021-2022 with a stipend in the amount of \$3,000.00 retro-actively effective July 1, 2021 through June 30, 2022

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Consideration of Substitute Teacher

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the following individuals as a substitute teachers:

- Ms. Jennifer Smith
- Ms. Sydney Dennison



Jasper - Troupsburg
Central School District

Employment Reference Check Information

Applicant Information

Full Name: Smith Jennifer Date: 5/28/21
Last First M.I.

Notes

Applying for
References
checked

Substitute aide,
Substitute clerical,
Substitute kitchen,
Substitute lunch monitor

References

Name: Carla Bogaczyk

Name: Denny Friends

Name: Theresa Reed

Submission of this reference check indicates my belief that the candidate would be viable employee for the school district.

Signature: D Hall Date: 6/7/21



Jasper – Troupsburg
Central School District

Employment Reference Check Information

Applicant Information

Full Name: Dennison Sydney Date: 6/14/21
Last First M.I.

Notes

Applying for
References
checked

Substitute teacher
Substitute teacher aide

References

Name: Bob Cornish

Name: Melinda Morgan

Name: Amy Aldrich

Submission of this reference check indicates my belief that the candidate would be viable employee for the school district.

Signature: [Signature] Date: 6/14/21

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Consideration of Support Staff Substitute

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the following as support staff substitutes:

- Ms. Jennifer Smith
- Ms. Sydney Dennison

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Approval of the Memorandum of Understandings for Louis S. Zver, III as Director of Facilities, II for 2021-2024 Retroactively effective July 1, 2021

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the Memorandum of Understanding for 2021-2024 for Louis S. Zver, III as the Director of Facilities, II for 2021-2024 retroactively effective July 1, 2021.

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: *Recommendation for Summer School Nurse position*

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the appointment of the following as Summer School Nurses, effective July 12, 2021. Summer School Nurses will be paid at the JTTA agreed upon rate of \$35/hour.

- Ms. Jade Edwards
- Ms. Emilee Knapp
- Mrs. Barb Leach



Jasper - Troupsburg
Central School District

Employment Reference Check Information

Applicant Information

Full Name: Edwards Jade Date: 7/2/21
Last First M.I.

Notes

Applying to assist with summer school as a nurse.

References

Name: Heaven Weeks

Name: Peter Flagg

Name: Mark Kraus

Submission of this reference check indicates my belief that the candidate would be viable employee for the school district.

Signature: Shelanne Jordan Date: 7/2/21

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: *Recommendation for Typist position*

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the appointment of **Mrs. Jill Risley** as Typist, effective July 15, 2021.

Board of Education Meeting

July 14, 2021

Category: Personnel

**Action: Approval of the Memorandum of Understandings for Jill Risley
as Typist for 2021-2022 effective July 15, 2021**

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the Memorandum of Understanding for Jill Risley, Typist for 2021-2022 effective July 15, 2021.

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation for Personnel Clerk

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves Mrs. Meghan Wallace as Personnel Clerk effective August 2, 2021.

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Approval of the Memorandum of Understandings for Meghan Wallace as Personnel Clerk for 2021-2022 effective August 2, 2021

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the Memorandum of Understanding for Meghan Wallace, Personnel Clerk for 2021-2022 effective August 2, 2021.

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation for Speech Pathologist

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves Ms. Stephanie L. Smith as a speech pathologist effective September 1, 2021.

JASPER-TROUPSBURG CENTRAL SCHOOL

HOME OF THE WILDCATS

APPOINTMENT NOTICE

Stephanie L. Smith

8586 Stevens Road
Lindley, NY 14858

POSITION: Speech Pathologist

EDUCATION: BS Speech-Language Disabilities
Elmira College June 2014

CERTIFICATION: NYS Initial Certification Speech and Language Disabilities

EFFECTIVE DATE: September 1, 2021- September 1, 2025 (pending compliance with all
requirements of 3012-d legislation)

Probationary Appointment Position

SALARY:	Step 7	\$ 50,220
	Masters	\$ 872
	Grad Cred	\$ 3043
	TOTAL:	\$ 54,135

Cc: Business Office
Personnel file

BOE Meeting July 14, 2021

High School Building
3769 State Rt 417
Jasper, NY 14855
607-792-3690

District Office
3769 State Rt 417
Jasper, NY 14855
607-792-3675

Elementary School Building
908 State Rt 36
Troupsburg, NY 14885
607-525-6301



Jasper - Troupsburg Central School District

Employment Reference Check Information

Applicant Information

Full Name: Smith Stephanie L. Date: 7/6/21
Last First M.I.

Notes

Applying for
References
checked

Speech Teacher

References

Name:

Kelly Squires

Name:

Patricia Sotero

Name:

Cassandra Lamphier

Submission of this reference check indicates my belief that the candidate would be viable employee for the school district.

Signature:

J. Hall

Date:

7/6/21

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation to Approve the Resignation of a Soccer Coach

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education accepts and approves the resignation of **Mr. Bryan Lewis** as Varsity Boys' Soccer Coach, effective June 30, 2021.

Jean and Chris,

With a heavy heart, I'm submitting my resignation of the Boys Varsity Soccer coaching position. Please accept my gratitude for allowing me to enjoy many years of coaching the wonderful student athletes at JT. I feel privileged and honored that this district has trusted me to be a small part of the wonderful programs that are consistently offered to the students. Please also extend my thanks to the administration and the Board of Education for their support and patience over the years.

In Service,
Bryan Lewis

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation to Approve the Resignation of a Bus Monitor

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education accepts and approves the resignation of **Ms. Terri Rogers** as Bus Monitor, effective June 30, 2021.

To whom it may concern,

June 9, 2021

This is my official
resignation from my employment
at Jasper-Trousdale bus monitor
position at the end of the
2020-2021 school year.

Thank you,

Dani Rogers

Received 6/16/2021
fre

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation to Approve the Appointment of a Varsity Girls' Soccer Coach

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the appointment of **Mr. Levi Bayus** as Varsity Girls' Soccer Coach.

LeeAnne Jordan

From: Christopher Jordan
Sent: Monday, June 21, 2021 7:58 AM
To: LeeAnne Jordan
Subject: Varsity girls soccer coach

Good morning,

Jean and I finished interviewing our two internal candidates for our varsity girls soccer coaching position. After careful consideration it is our recommendation that Levi Bayus be recommended to you and the school board for this position. Please reach out with any questions.

Thank you,

Chris Jordan

Get [Outlook for iOS](#)

Jasper-Troupsburg Central School

Internal Coaching Job Posting

Title of Position: Varsity Girls' Soccer Coach

Effective date: August 2021

Application Deadline: June 4th, 2021

Hello,

I, Levi Bayus, am interested in the Varsity Girls' Soccer Coach position. This is my initial contact of interest and I am ready to take the next steps to get this through.

Thank you.

Signature: _____



Date: _____

6/4/2021

Board of Education Meeting

July 14, 2021

Category: Personnel

Action: Recommendation to Approve the Appointment of Teacher Mentors

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the appointment of the following teachers as mentors for probationary teachers for the 2021-2022 school year:

- Mrs. Kristy Tompkins as the mentor for Ms. Kelly Clifford
- Mrs. Sharon Passaretti as the mentor for Ms. Elizabeth Carlineo
- Mr. Erick Potter as the mentor for Robert LoSordo
- Mr. Erick Potter as the mentor for Dylan Penner
- Mr. Brian Dennison as the mentor for Adam Weeks

LeeAnne Jordan

From: Jane Hall
Sent: Tuesday, June 22, 2021 3:05 PM
To: LeeAnne Jordan
Subject: mentor recommendation

Hello LeeAnne,

I am recommending Kristy Tompkins as a mentor for Kelly Clifford for the 2021-2022 school year.

Thanks,
Jane

Mrs. Jane Hall
Elementary Principal
Jasper-Troupsburg CSD
Troupsburg, NY
607.525.6301
jhall@jtcasd.org

Fostering Growth in an Uplifting Environment

LeeAnne Jordan

From: Jane Hall
Sent: Tuesday, June 22, 2021 3:04 PM
To: LeeAnne Jordan
Subject: mentor recommendation

Hi LeeAnne,

I am recommending Sharon Passaretti as a mentor for Elizabeth Carlineo for the 2021-2022 school year.

Thank you,
Jane

Mrs. Jane Hall
Elementary Principal
Jasper-Troupsburg CSD
Troupsburg, NY
607.525.6301
jhall@jtcscd.org

Fostering Growth in an Uplifting Environment

Melinda Morgan

From: Dawn Shanks
Sent: Monday, July 12, 2021 10:12 AM
To: Melinda Morgan; Alexis Devine; LeeAnne Jordan
Subject: Fw: New Teacher Mentors

Can we can still add these to the BOE packet?
Thank you!

Dawn Shanks
Jasper-Troupsburg Central School
JR/SR HS Principal
607-792-3690

From: Dawn Shanks <dshanks@jtcsd.org>
Sent: Thursday, June 24, 2021 10:56 AM
To: LeeAnne Jordan <lordan@jtcsd.org>
Subject: New Teacher Mentors

Hi LeeAnne,

I recommend the following new teacher mentors for the 2021/2022 School Year:

Adam Weeks- Brian Dennison
Robert LoSordo- Erick Potter
Dylan Penner- Erick Potter

Dawn Shanks
Jasper-Troupsburg Central School
JR/SR HS Principal
607-792-3690

Consent Agenda:

Action

Board of Education Meeting

July 14, 2021

Category: Action

Action: Consideration of Non-Resident Student Requests

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the non-resident student requests as presented.

Board of Education Meeting

July 14, 2021

Category: Action

Action: Approval of GST Area Schools Self-Insured Worker's
Compensation Plan Municipal Cooperation Agreement for
July 1, 2021 through June 30, 2026.

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the GST Area Schools Self-Insured Workers' Compensation Plan Municipal Cooperation Agreement for July 1, 2021 through June 30, 2026.

**GREATER SOUTHERN TIER AREA SCHOOLS SELF-INSURED WORKERS' COMPENSATION PLAN
MUNICIPAL COOPERATION AGREEMENT**

Effective this 1st day of July, 2021 by and between the GST Area Schools Self-Insured Workers' Compensation Plan, hereinafter referred to as "Plan" and the participating School Districts which have or may execute this same agreement by separate signature, hereinafter referred to individually and collectively as "Participant(s)".

WITNESSETH:

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporation(s) to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually; and

WHEREAS, Section 119-N of the General Municipal Law defines the term "municipal corporation" as used therein as including a city, town, village, school district and Board of Cooperative Educational Services; and

WHEREAS, the Participant(s) have determined to their individual satisfaction that they can furnish Workers' Compensation Benefits and Insurance for their employees at a significant cost savings by action in concert with one another in the matter hereinafter expressed; and

WHEREAS, the Participants have each obtained the necessary consents and approval, corporate or otherwise, to enter into this agreement and perform its obligation hereunder,

ARTICLE I--ACCEPTANCE OF COVENANTS

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties so covenant and agree as follows:

- I. Maintain status with the Workers' Compensation Board as an individual self-insurer under the provisions of Workers' Compensation Law § 50 (4)(a).
- II. Each new party shall give appropriate notice to its current Workers' Compensation insurance carrier and be responsible for all charges and liability arising out of such contract with its insurance carrier.

III. Comply in all respects with the requirements, rules and regulations of the Workers' Compensation Board concerning self-insurance including filing requirements and any statutory or regulatory obligations.

ARTICLE II--BYLAWS

I. Those organizations established under the Education Law which are signators hereto, and those which subsequently join (Participants), have established a fund pursuant to Article 5-G of the General Municipal Law for the purpose of providing security of group financing of Workers' Compensation Self-Insurance by the Participants and to realize the economy of the sharing of the cost of administration of a Self-Insurance Plan. The participants have established by this agreement a joint reserve fund for the payment of benefits. This agreement shall be construed to include all functions and powers to accomplish these stated purposes.

II. The governing body of the Plan shall be a Board of Directors composed of the Superintendent of Schools or his or her designee, selected by each Participant annually. Each Director shall have one vote on all matters properly put forth before the Board of Directors. The governing body shall by resolution provide for the administration of the Self-Insurance Plan, sometimes referred to as the Plan. A committee appointed by the Board of Directors may appoint, subject to the approval of the Board of Directors, such persons as may be deemed necessary for the operation of the Plan and may contract for necessary actuarial, legal, or other professional services. The Board of Directors will act by majority vote of those members present at the meeting at which the vote is taken, with at least a simple majority quorum existing at each meeting.

III. A majority of the total number of Directors shall be required for a quorum at any special or regular meeting. Each Directors shall have one vote. In the case of a tie vote the Chairperson shall cast a second tie breaking vote.

IV. In the event that a Board of Director is unable to attend a meeting in person, he or she may attend, be counted toward a quorum and vote by video connection which permits him/her and all other trustees present to hear and see each other, or as otherwise permitted by Open Meetings Law, including any exemptions.

V. Except as otherwise provided in this agreement, the Board of Directors shall have the following powers and duties:

A) to adopt rules establishing its procedures in relation to the following:

- 1) the annual election of a Chairperson, Vice-chairperson by majority vote,
- 2) the annual appointment of the secretary, treasurer, and the designation of other officers by the Board of Directors,
- 3) fixing the frequency of regular Board meetings, including the time and place thereof, and method for calling of special meetings,
- 4) contracting with persons, firms or corporations, including the Third Party Administrator and Plan Consultant, for services in receiving, investigating processing and recommending payment of claims arising under the Plan.
- 5) auditing receipts and disbursements, providing for annual independent audits, and the furnishing of periodic financial and operational reports to Participants.

B) to establish the following, and further duties of those elected or appointed.

1) Duties of Chairperson:

- (i) Develop agenda
- (ii) Preside over all Board meetings
- (iii) Establish committees as required with authorization from the Board of Directors

2) Duties of Secretary:

- (i) Maintain official minutes of all Board meetings
- (ii) Send minutes of meeting to: all board members, all Superintendents of Schools, the Treasurer, Third-Party Administrator, and Consultants.
- (iii) Conduct correspondence as directed by the Board of Directors.

3) Duties of Treasurer/Fiscal Officer:

- (i) Reconcile the Workers' Compensation Plan accounts monthly.
- (ii) Provide quarterly reports to the Board of Directors.
- (iii) Receive monthly deposits from the participating school districts and disburse those funds as needed to pay claims and required expenses.

- (iv) Provide the independent auditor with all information necessary to complete audited annual financial statements.

C) The Board of Directors has the following additional duties, responsibilities and powers:

- a. Elect a vice-chairperson who shall serve as chairperson in the absence of the chairperson, and who shall succeed to the office of chairperson for the remainder of any school year in which the office of chairperson becomes vacant. Designate a treasurer of one of the Participants as Fiscal Officer of the Plan in accordance with General Municipal Law Section 119-o (2).
- b. Provide for the deposit of joint funds received from the Participants in banks designated from time to time.
- c. Authorize the fiscal officer to invest temporary monies not required for immediate expenditure and to invest idle funds in the type of investment permitted by law without having to obtain approval from each Participant for a particular investment.
- d. Establish an annual budget. Such budget shall cover a school year and shall be presented to each Participant no later than March 1 of each school fiscal year. Such budget shall set forth the anticipated assessment charges as well as the administration expenses.
- e. Arrange for an annual audit by a certified public accountant in relation to all funds received and disbursed by the Plan. Such audit shall be presented to each Participant prior to establishing the subsequent year's annual budget and no later than March 1 of each school year. The Board of Directors may authorize an unaudited report during the fiscal year, if in the opinion of the Board of Directors such report would be appropriate.
- f. Appoint a secretary, consultant, a certified public accountant, an attorney and such other persons as the Board of Directors deem appropriate for the carrying out of the purposes of this agreement, but the expenses of such individuals shall not exceed the administration budget.
- g. Retain any Plan balance, determined at the end of a fiscal year, which may be applied toward the lowering of the annual assessment during the next fiscal year as determined by the Board of Directors.

- h. May purchase employers liability insurance (Type B coverage) for the benefit of the Participants, which charge shall be an administrative charge. Such charge may not be assessed against the joint Workers' Compensation reserve fund which may be established.
- i. Purchase excess or stop loss insurance to cover large Workers' Compensation claims. Such charge shall be considered a charge against the Self-Insurance budget. The Board of Directors shall authorize a designated person(s) to act on behalf of the Consortium to negotiate and execute this agreement. The Designee(s) shall report back to the Board of Directors at the next regularly scheduled meeting.
- j. Establish the basis for annual assessment. Such assessment may include the amounts necessary to:
 - » meet the payments with respect to liability of Participants required to be made under the Workers' Compensation Law.
 - » pay the administrative expenses of the Plan.
 - » provide for contributions to the joint reserve fund to finance the payment of benefits.
 - » pay stop loss insurance.
 - » meet any other appropriate expense.
- k. The Board of Directors may provide for annual payments into the Plan based upon loss experience or some other equitable standard.
- l. Establish a committee or committees consisting of a member of the Board of Directors and others. Any agreement by the committee shall be subject to the approval of the Board of Directors.
- m. May purchase, through the administration fund, wrongful act and other liability insurance in such amounts as to be determined by the Board of Directors to protect the Board of Directors and those acting on behalf of the Plan. The provisions of Public Officers Law § 18 are hereby extended to the Board of Directors and those acting on behalf of the Plan in accordance with Article X herein.
- n. Terminate the membership of any Participant based upon the Participant's failure to comply with this charter or any resolution of the Board of Directors, substantial negative claim experience as determined by the Board of Directors or any other just cause. In case of termination, such entity shall receive a reimbursement of

contributions, if any, in the same manner as a voluntary termination as provided in Article VI.

- o. Perform all acts reasonably necessary to exercise the powers granted expressly in this agreement or by implication.

- D) To establish annual premiums for Participants in the Plan consistent with the annual budget.

ARTICLE III--ADMINISTRATION

A. The Fiscal Officer shall be custodian of the funds. Such monies shall be deposited in one or more banks or trust companies designated by the Board of Directors.

The Board of Directors, through the Fiscal Officer, shall pay Workers' Compensation in the manner provided in the Workers' Compensation Law. The amount of compensation payable prior to an award pursuant to such certification shall constitute a settled claim within the meaning of the Local Finance Law.

Payment of other Workers' Compensation matters such as hospital charges, doctor's statements, and the like shall be made after review by the Third Party Administrator and the Fiscal Officer.

Payment of other matters, such as administrative services and professional services shall be in accordance with the agreement with such parties.

- I. Each participant's pro-rata share of any deficiency shall be computed using the average of: percentage of a participant's incurred losses to total plan incurred losses and the percentage of a participant's premiums to total premiums for periods determined by the Board of Directors. Such resultant average to be multiplied by the total plan deficit to determine each participant's pro-rata share.
- II. If a surplus of Participants' contributions exists after close of the Plan year, and after provision for payments of all known claims, settled or unsettled, and after provision for *ultimate expected losses* as determined by the independent auditors or actuaries, the Board of Directors may declare a surplus distribution to the participants or may do any of the following:

- a) Return part or all of the fund surplus to the Plan members

- b) Apply part or all of the fund surplus as a credit against the Plan members' assessment for the next succeeding fiscal year.
 - c) Carry over such part of the fund surplus as is reasonably necessary to meeting incurred or accrued claim anticipated.
 - d) Transfer part or all of the fund surplus to a reserve fund to be maintained against anticipated future workers' compensation obligations.
- III. If a Participant has been dropped from the Plan for non-payment of assessment, such Participant's share of such surplus shall be applied to the amount due to the Plan and any excess shall be returned to the former participant.
- IV. Each Participant's pro-rata share of any surplus distribution shall be the percentage of the participant's premium to the total premium of all participants for the period or periods determined by the Board of Directors.

ARTICLE III-A

RESERVE FUND UNDER GENERAL MUNICIPAL LAW §6(j)

Members are encouraged to establish a reserve fund under the provisions of General Municipal Law § 6(j) in order to ensure proper maintenance of the Plan for all school district Participants.

ARTICLE IV--TERMS OF MEMBERSHIP

Membership in the GST Area Schools Self-Insured Workers' Compensation Plan is primarily for GST BOCES Component School Districts. However, special consideration may be given to school districts outside of the GST BOCES region at the discretion of the Board of Directors.

ARTICLE V--MERGER/ANNEXATION

There may be instances where a school district which is a participant in the plan will merge with a school district that is not a participant in the plan. The merged school district, if choosing to leave the consortium, will be notified of the continuing liability for assessments, if any, for years in which the participating school district was a member of the plan. Likewise, the merged school district will be entitled to its pro rata share of any future dividends declared out of plan years for which the entity was a participant.

Should a participant in the plan annex a school district which previously had not been in the plan, an analysis of the historical losses and premiums will be calculated for the newly combined school districts and a new premium and experience modifier will be applicable. In the event of a merger between two current plan participants, the historical losses and premiums will be combined to develop a new modifier and a new premium will be calculated. The merged school districts will become a part of the consortium without a requirement for formal adoption since the surviving school district is already a participant in the plan.

ARTICLE VI--WITHDRAWAL

A current plan participant who elects to withdraw from the plan must provide written notice to the Chairperson of the consortium by certified mail no later than January 1st prior to the annual July 1 plan renewal. Failure to do so will cause the participant to remain a member of the plan until the following fiscal year. *After withdrawal from the plan, the former participant will remain responsible should any funding assessments to the plan participants be enforced in the future, for years in which the withdrawing entity was a participant in the plan.* If such funding assessments should occur, the former participant will have the same terms and conditions for paying the funding assessments as other members for the affected year or years. Likewise, any future distributions declared out of plan years for which the entity was a participant, the entity will be entitled to its pro rata share of any of those dividends, payable under the same terms and conditions as the other members for those years.

Any member that elects to withdraw from the plan must wait a minimum of five (5) years from the effective date of withdrawal to make application to rejoin the plan. Any such application will be subject to the same approval process and fees as a new entrant into the plan, and is subject to vote by the consortium.

ARTICLE VII--NEW ENTRANTS TO THE PLAN

Any new entrant will pay an appropriate administrative fee upon entry as set by the Board, in addition to the calculated premiums. This charge will cover the administrative expenses associated with the admissions process of the new participant. These fees may be adjusted at the discretion of the Plan Board of Directors. If a school district is approved for entry into the GST Consortium, it is important to note that all prior liability remains in the school district's previous plan.

Each new party shall give appropriate notice to its current Workers' Compensation insurance carrier and be responsible for all charges and liability arising out of such contract with its insurance carrier.

CRITERIA FOR ADMISSION OF NEW MEMBERS

The Board of Directors, by majority vote of the members present at any meeting or special called meeting of said Directors, may accept new members to the Consortium according to the following criteria:

1. Any new member to the Consortium will be a BOCES or Public School District as defined under New York State Education Law.
2. Any prospective entrant into the plan is required to provide five years of historical loss data valued within the last 90 days, as well as the concurrent five years of premium and dividends. Other information required by the Consultant, and at the Consultant's discretion, will be forwarded by the prospective member. Premiums and losses to be valued within ninety (90) days of date of requesting admittance.
3. The Consortium's Consultant will analyze the data to determine whether the potential member district's historical record would have helped or hindered the Consortium over the period represented by the loss and premium data, taking into account catastrophic claims, change in district administration, administrative policies and procedures, or other factors as the consultant may deem appropriate.
4. Upon analysis, the Consortium Consultant will present its findings and recommendation to the Board of Directors. After due consideration by the Board of Directors, the new member's application for membership will be voted upon by the Board of Directors. The new member will be accepted upon majority vote of the Board of Directors present at the meeting which said vote is taken.

ARTICLE VIII--DISSOLUTION AND TERMINATION OF CONSORTIUM

The Board may, by majority vote prior to January 1st, determine that the Consortium be dissolved at the end of that fiscal year. Prior to this action, Participants will be notified of the estimate of assets and liabilities of the Consortium, based upon the figures available at that time, and the anticipated distribution of the assets or assessment of liability to each Participant. Sixty (60) days prior to the effective date of termination, each Participant shall be advised, based upon the figures available at that time, of the

assets and liabilities of the Consortium, and the anticipated distribution of the assets or assessment of liability to each Participant.

ARTICLE IX--INDEMNIFICATION OF OFFICERS & DIRECTORS

To the extent permitted by law, each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he/she is or was an officer or director of this Consortium, (hereinafter an "indemnatee"), shall be indemnified and held harmless by the Consortium against all expense, liability and loss, including without limitation , taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Consortium's Board shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorney's fees, suffered or incurred by such indemnatee in connection therewith, and such indemnification shall continue as to an indemnatee who has ceased to be an Officer or Director and shall inure to the benefit of the indemnatee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Officer or Director if his/her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or if he/she personally gained in fact a financial profit or other advantage to which he/she was not legally entitled. Notwithstanding the foregoing, the Consortium shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Consortium's Board.

ARTICLE X--MISCELLANEOUS PROVISIONS

- I. This instrument constitutes the entire Agreement of the Participants and supersedes all prior agreements with respect to the subject matter hereof.
- II. If any provision of this Agreement is held to be invalid, the remainder of the document shall not be affected thereby.
- III. Any controversy or claim arising out of or resulting from this agreement, or breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
- IV. This instrument constitutes the sole agreement of the Participants and the various rules of the Plan.

This agreement shall not be modified, waived or discharged or terminated orally, and the rules may only be modified by means of an appropriate vote by the Board of Directors and notification to the Participants, and affirmative vote of two-thirds of participating districts.

Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this agreement.

This agreement is intended to be consistent with and in compliance with the various laws of the State of New York and shall be so construed to accomplish such intent.

ARTICLE XI--DURATION

In accordance with General Municipal Law ' 119-o (2)(j), this agreement shall continue for a duration of five years, until June 30, 2026. This agreement shall be reviewed and may be re-adopted every five years.

IN WITNESS THEREOF, this agreement is executed by a duly authorized officer of the undersigned Participant and by the Board of Directors Chairperson, on behalf of all other Participants who have executed separate instruments containing the same provisions set forth above.

BY: _____
SUPERINTENDENT OF SCHOOLS
_____ CENTRAL SCHOOL DISTRICT

DATE: _____ 20__

BY: _____
BOARD OF EDUCATION PRESIDENT
_____ CENTRAL SCHOOL DISTRICT

DATE: _____ 20__

BY: _____
CHAIRMAN, BOARD OF DIRECTORS
GST AREA SCHOOLS SELF-INSURED WORKERS
COMPENSATION PLAN

DATE: _____ 20__

Board of Education Meeting

July 14, 2021

Category: Action

Action: Approval of a Contract with the Office of the Sheriff of Steuben County for School Resource Officer (SRO) Services for 2021-22

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the service contract for 2021-22 with the Office of the Sheriff of Steuben County for School Resource Officer (SRO) Services effective September 1, 2021 through June 30, 2021.

AGREEMENT

THIS AGREEMENT made effective the 1st day of September, 2021 by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Sheriff's Office Department, herein after called the "County", and **Jasper-Troupsburg Central School**, a Central School District, with an address of 3769 State Route 417, Jasper, NY 14855, hereinafter called the "Agent."

WITNESSETH:

WHEREAS, the County has sought to procure financial support for a School Resource Officer (SRO); and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** Scope of work is stated in Appendix "C" attached hereto and made a part here of as if set forth in full.

2. **TERM.** The term shall be September 1, 2021 through June 30, 2022.

3. **CONSIDERATION.** Consideration shall not exceed \$35,000. This amount covers 180 days of work and includes 5.5% for workers' compensation and 7.65% for FICA/medicare. In addition to the aforementioned consideration, new or replacement uniform(s) and/or equipment items will be paid by the District to the County or the County vendor as needed by the SRO.

4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.

5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

The Agent offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security, Affordable Care Act, or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment

thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF STEUBEN

AGENT

BY: _____

BY: _____

Dated: _____

Dated: _____

Approved as to Form:

Craig Pataick
(Deputy) County Attorney

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On this ___ day of _____, 2021 before me, the undersigned, personally appeared James Allard to me known, who being by me duly sworn, did depose and say that he/she resides in Corning, New York; that he/she is the Sheriff of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

Notary Public

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Appendix A

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

APPENDIX B

INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Sheriff's Office department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that

could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

Agency Signature

Print name

Title

Date

APPENDIX "C"

Scope of Work

School Resource Officer for Jasper Troupsburg Central School

Role of the Sheriff/County and SRO

- a.) The SRO is an employee of the Steuben County Sheriff's Office. He/she is under the supervision of, and reports directly to, the Steuben County Sheriff or his/her designee.
- b.) The actions of the SRO are dictated by the policies and procedures of the Steuben County Sheriff's Office, the NYS Criminal Procedure Law, the NYS Penal Law, and any other applicable state or federal regulations.
- c.) The SRO will enforce all applicable New York State and Federal laws, statutes, and regulations. He/she will assist the District in meeting requirements mandated by these laws, consistent with the scope of his/her duty, best practices, and commonly accepted standards.
- d.) The SRO will provide for the safety and security of all students, staff, and visitors, consistent with all applicable state and federal regulations.
- e.) The SRO will protect school property, consistent with all applicable state and federal regulations.
- f.) Under the supervision of the Sheriff, or his/her designee, the SRO will investigate all crimes, or incidents posing a threat to the safety and security of the District. The SRO will coordinate and communicate any pertinent information, violation of law, or violation of District policies, to the District administration, to the degree permitted by New York State and Federal Law.
- g.) The SRO will seize, destroy, or dispose of contraband/evidence, as a result of a criminal investigation, or having been secured from a District official, in a manner consistent with Steuben County Sheriff's Office policy and/or all applicable state and federal laws.
- h.) The SRO will properly secure and maintain Sheriff's Office issued equipment consistent with the policy and procedures of the Steuben County Sheriff's Office.
- i.) The SRO will act a liaison between the District and the Steuben County Sheriff's Office, other law enforcement agencies, and emergency personnel. The SRO will be encouraged to act as a liaison or resource between the District and any other public department or agency consistent with the mission of enhancing the safety and security of the District.
- j.) The SRO is encouraged to participate in meetings with District personnel for the purpose of assisting in the development of school safety plans, participating as a member of the District Safety Team, conducting physical and/or individual risk assessments, and communicating any other potential hazards or threats to the District.

- k.) The SRO will be highly visible and maintain post integrity. He/she will be familiar with the buildings and grounds of the District. The SRO may respond off post, as approved by the Sheriff of his/her designee, for a priority call, critical incident, or exigent circumstance.
- l.) When appropriate and consistent with, District policy and procedure, and reasonable/probable cause, as defined by state and federal laws and statute, the SRO may screen persons entering the building consistent with the safety and security of the District, to the extent that he/she can articulate such action.
- m.) The SRO is encouraged to foster and maintain positive relationships with students, parents, District administrators, faculty, and staff.
- n.) When appropriate, and consistent with the safety and security of the District, the SRO may facilitate de-escalation of conflict, mediate, keep the peace, or otherwise assist with conflict resolution between students, parents, administrators, faculty, staff, or other community stakeholders, in a manner consistent with best practice or commonly accepted standards.
- o.) As requested by the District, and with the approval of the Sheriff or his/her designee, the SRO may give presentations or present educational material related to crime prevention, character development, bicycle/pedestrian safety, motor vehicle safety, or any other appropriate material agreed upon by the District and the Sheriff's Office to students, parents, administrators, faculty, staff, or other community stakeholders.

School Discipline

- a.) Discipline shall remain the responsibility of the District relative to matters involving the violation of District policy. The SRO will not participate in District investigations based solely on a violation of District policy. The involvement of the SRO in such matters may inherently present legal issues. The SRO may be involved in investigations that could result in criminal charges, or the investigation of circumstances that present a threat to the safety and security of the District.

Board of Education Meeting

July 14, 2021

Category: Action

Action: *Approval for the Award of Bus Lease Financing Bids*

Resolution:

WHEREAS the voters of the Jasper-Troupsburg Central School District approved the term lease of two (2) 66 passenger buses pursuant to Chapter 472 of the Session Laws of 1998, at a maximum estimated cost of \$325,000 three hundred twenty-five thousand dollars, and for a term not to exceed five (5) years, and upon the recommendation of the Superintendent of Schools, it is hereby

RESOLVED, that the approved short term lease for said motor vehicles be and is hereby awarded to the Ontario Investments, Inc., as follows:

Two (2) buses, for a period of five (5) years from the date of said agreement at a cost not to exceed \$325,000 three hundred twenty-five thousand dollars, effective July 14, 2021.

**JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

LEASE FINANCING BIDS WILL BE OPENED:

TIME: 10:00 A.M.

DATE: Friday, July 9th, 2021

PLACE: JASPER-TROUPSBURG CSD DISTRICT OFFICE
3769 STATE ROUTE 417, JASPER, NY 14855

LEASE FINANCING BID FOR (2) 2022 66 PASSENGER THOMAS SAF-T-LINER C2'S

LEASE BIDDER INFORMATION:

NAME: Ontario Investments, Inc

ADDRESS: 126 North Salina St
Suite 320
Syracuse, NY 13202

TELEPHONE: (315)-431-4676

**JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
INSTRUCTIONS TO BIDDERS**

BID TYPE:

(1) THIS IS A LEASE FINANCING BID ONLY.

GENERAL CONDITIONS:

(1) THE JASPER-TROUPSBURG CSD WILL PAY FIVE EQUAL LEASE PAYMENTS AT EQUAL INTERVALS, COMMENCING ON OR ABOUT NOVEMBER 1st, 2021. THE DISTRICT WILL MAKE NO PAYMENTS BEFORE DELIVERY AND ACCEPTANCE OF BUS. ATTACH A COMPLETE COPY OF A READY TO BE SIGNED, OR SUGGESTED LEASE, INCLUDING ALL SCHEDULES, ATTACHMENTS, AND AMENDMENTS. "EXECUTIVE SUMMARIES" OR OTHER OUTLINES OF DOCUMENTS WILL NOT BE ACCEPTED, SINCE DISTRICT OFFICIALS WILL REVIEW ALL ACTUAL DOCUMENTS BEFORE MAKING AN INFORMED DECISION.

(2) PAYMENTS MUST BE FIRM AND NOT SUBJECT TO CHANGE IF THIS BID IS ACCEPTED BY THE DISTRICT WITHIN THE BID VALIDATION DATE.

(3) THE SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS AN INDICATION THAT THE VENDOR IS FULLY INFORMED AS TO THE EXTENT AND CHARACTER OF THE SCHOOL BUS LEASE REQUIRED AND CAN FURNISH TO THE FULL EXTENT OF THE LEASE SPECIFICATIONS WITHOUT ANY EXTRAS.

(4) PROPOSAL SHALL BE ENCLOSED IN AN OPAQUE ENVELOPE AND MARKED WITH THE NAME OF THE BIDDER, TIME OF BID OPENING, AND TITLED: "BUS LEASE BID".

(5) **NON-COLLUSIVE BIDDING CERTIFICATION:** THIS CERTIFICATE MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID.

BID AWARD:

(1)THE BID WILL BE AWARDED ON A TOTAL BID BASIS. THE DISTRICT RESERVES THE RIGHT TO REJECT, FOR CAUSE, ANY BID IN WHOLE OR IN PART IF IN ITS JUDGEMENT IS NOT IN THE BEST INTEREST OF THE DISTRICT.

(2) FAXED OR ELECTRONICALLY MAILED BIDS WILL **NOT** BE ACCEPTED.

**JASPER-TROUPSBURG SCHOOL DISTRICT
BUS LEASE FINANCING SPECIFICATIONS AND BUS LEASE BID FORM**

DESCRIPTION OF BUS:

(2) 2022 66 PASSENGER THOMAS SAF-T-LINER C2'S, ITEM #4
N.Y. STATE CONTRACT GROUP #40524, P.C.#67617, 12/1/16-11/30/19

VENDOR: MATTHEWS BUSES INC., 2900 ROUTE 9-MALTA, BALLSTON SPA, NY 12020

TOTAL CAPITALIZED COST PER 66 PASSENGER BUS : \$ 131,947.90

RESIDUAL PER BUS: \$ 32,000.00

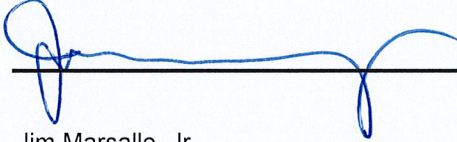
INTEREST RATE: 2%

FIVE (5) TOTAL EQUAL PAYMENTS OF: \$41,921.80

PAYMENT DATES: 11/01/21, 11/01/22, 11/01/23, 11/01/24, 11/01/25

NO PREFUNDING: TRANSACTION TO BE FUNDED UPON DELIVERY AND ACCEPTANCE OF VEHICLES.

RESPECTFULLY SUBMITTED BY BIDDER:

NAME: 
Jim Marsallo, Jr.

COMPANY: Ontario Investments, Inc.

TITLE: Vice President

DATE: 7/6/2021

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

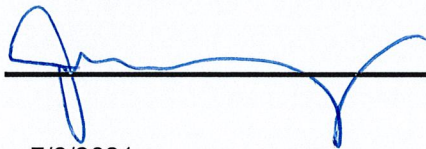
- (a) This bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) This bid has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids for this project to any other bidder, competitor, or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid certifies that he has been fully informed regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his/her behalf.

Company Name: Ontario Investments, Inc

Address: 126 North Salina St, Suite 320

Syracuse, NY 13202

Sworn By Jim Marsallo, Jr.



Date: 7/6/2021

**JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

LEASE FINANCING BIDS WILL BE OPENED:

TIME: 10:00 A.M. _____

DATE: Friday, July 9th, 2021 _____

PLACE: JASPER-TROUPSBURG CSD DISTRICT OFFICE
3769 STATE ROUTE 417, JASPER, NY14855

LEASE FINANCING BID FOR (2) 2022 66 PASSENGER THOMAS SAF-T-LINER C2'S

LEASE BIDDER INFORMATION:

NAME: Santander Bank, N.A. _____

ADDRESS: 3 Huntington Quad, Suite 101N
Melville, NY 11747

TELEPHONE: 631-531-0614 _____

**JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
INSTRUCTIONS TO BIDDERS**

BID TYPE:

- (1) THIS IS A LEASE FINANCING BID ONLY.

GENERAL CONDITIONS:

(1) THE JASPER-TROUPSBURG CSD WILL PAY FIVE EQUAL LEASE PAYMENTS AT EQUAL INTERVALS, COMMENCING ON OR ABOUT NOVEMBER 1st, 2021. THE DISTRICT WILL MAKE NO PAYMENTS BEFORE DELIVERY AND ACCEPTANCE OF BUS. ATTACH A COMPLETE COPY OF A READY TO BE SIGNED, OR SUGGESTED LEASE, INCLUDING ALL SCHEDULES, ATTACHMENTS, AND AMENDMENTS.

"EXECUTIVE SUMMARIES" OR OTHER OUTLINES OF DOCUMENTS WILL NOT BE ACCEPTED, SINCE DISTRICT OFFICIALS WILL REVIEW ALL ACTUAL DOCUMENTS BEFORE MAKING AN INFORMED DECISION.

(2) PAYMENTS MUST BE FIRM AND NOT SUBJECT TO CHANGE IF THIS BID IS ACCEPTED BY THE DISTRICT WITHIN THE BID VALIDATION DATE.

(3) THE SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS AN INDICATION THAT THE VENDOR IS FULLY INFORMED AS TO THE EXTENT AND CHARACTER OF THE SCHOOL BUS LEASE REQUIRED AND CAN FURNISH TO THE FULL EXTENT OF THE LEASE SPECIFICATIONS WITHOUT ANY EXTRAS.

(4) PROPOSAL SHALL BE ENCLOSED IN AN OPAQUE ENVELOPE AND MARKED WITH THE NAME OF THE BIDDER, TIME OF BID OPENING, AND TITLED: "BUS LEASE BID".

(5) **NON-COLLUSIVE BIDDING CERTIFICATION:** THIS CERTIFICATE MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID.

BID AWARD:

(1)THE BID WILL BE AWARDED ON A TOTAL BID BASIS. THE DISTRICT RESERVES THE RIGHT TO REJECT, FOR CAUSE, ANY BID IN WHOLE OR IN PART IF IN ITS JUDGEMENT IS NOT IN THE BEST INTEREST OF THE DISTRICT.

(2) FAXED OR ELECTRONICALLY MAILED BIDS WILL **NOT** BE ACCEPTED.

**JASPER-TROUBSBURG SCHOOL DISTRICT
BUS LEASE FINANCING SPECIFICATIONS AND BUS LEASE BID FORM**

DESCRIPTION OF BUS:

(2) 2022 66 PASSENGER THOMAS SAF-T-LINER C2'S, ITEM #4
N.Y. STATE CONTRACT GROUP #40524, P.C.#67617, 12/1/16-11/30/19

VENDOR: MATTHEWS BUSES INC., 2900 ROUTE 9-MALTA, BALLSTON SPA, NY 12020

TOTAL CAPITALIZED COST PER 66 PASSENGER BUS :

\$ 131,947.90

RESIDUAL PER BUS:

\$ 32,000.00

INTEREST RATE:

2.15%

FIVE (5) TOTAL EQUAL PAYMENTS OF:

21,480

Per Bus Per Year

PAYMENT DATES: 11/01/21, 11/01/22, 11/01/23, 11/01/24, 11/01/25

NO PREFUNDING: TRANSACTION TO BE FUNDED UPON DELIVERY AND ACCEPTANCE OF VEHICLES.

RESPECTFULLY SUBMITTED BY BIDDER:

NAME:

Kevin Kenney / Jeff Drawdy

COMPANY:

Santander Bank, N.A.

TITLE:

Vice President

DATE:

6/29/2021

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

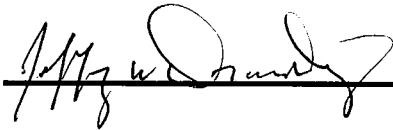
- (a) This bid has been independently arrived at without collusion with any other bidder or with any competitor of potential competitor;
- (b) This bid has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids for this project to any other bidder, competitor, or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid certifies that he has been fully informed regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his/her behalf.

Company Name: Santander Bank, N.A.

Address: 3 Huntington Quad, Suite 101N

Melville, NY 11747

Sworn By Jeffrey W Drawdy



Date: 6/29/2021



Baystone Government Finance

July 7, 2021

FORMAL PROPOSAL

OBLIGOR: JASPER-TROUPSBERG CENTRAL SCHOOL DISTRICT, NY

- ✓ This is a finance/ownership contract with balloon payment.
- ✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: TWO (2) 2022 66-PASSENGER SCHOOL BUSES

OPTION 1

Acquisition Cost:	\$263,895.80	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount (1-5):	\$42,626.47
Trade In:	\$ 0.00	Interest Rate:	2.640%	Final Payment Due:	7/14/2026
Principal Balance:	\$263,895.80	Rate Factor:	0.161528	Final Payment Amount:	\$70,000.00

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Should the district elect to return the buses prior to the final payment date, buses must meet DOT condition with less than 75,000 miles.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before August 7, 2021. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

BAYSTONE GOVERNMENT FINANCE

David Burr ~ dburr@ksstate.bank
Assistant Vice President

**JASPER-TROUPSBERG CENTRAL SCHOOL
DISTRICT, NY**

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806

Jasper-Troupsberg Central School District, NY

Compounding Period: Annual

Nominal Annual Rate: 2.640%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	07/14/2021	263,895.80	1		
2	Payment	07/14/2021	42,626.47	1		
3	Payment	07/14/2022	42,626.47	4	Annual	07/14/2025
4	Payment	07/14/2026	70,000.00	1		

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	07/14/2021				263,895.80
1	07/14/2021	42,626.47	0.00	42,626.47	221,269.33
2	07/14/2022	42,626.47	5,841.51	36,784.96	184,484.37
3	07/14/2023	42,626.47	4,870.39	37,756.08	146,728.29
4	07/14/2024	42,626.47	3,873.63	38,752.84	107,975.45
5	07/14/2025	42,626.47	2,850.55	39,775.92	68,199.53
6	07/14/2026	70,000.00	1,800.47	68,199.53	0.00
Grand Totals		283,132.35	19,236.55	263,895.80	

Board of Education Meeting

July 14, 2021

Category: Action

Action: Recommendation to Approve the Placement of a Student Teacher

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the placement of Alfred University student teacher, **Ms. Katherine Herrick**, in the Social Studies classroom of Mr. Erick Potter for the academic term beginning Sept. 1, 2021 and ending December 10, 2021.

Alfred University

COLLEGE OF LIBERAL ARTS & SCIENCES

607-871-2219 1 Saxon Drive Alfred NY, 14802

Dawn Shanks
Principal
Jasper Troupsburg High School
3769 State Route 417
Jasper, NY 14855

Dear Ms. Shanks,

Thank you for your willingness to host student teachers from Alfred University. Listed below please find the student teaching assignments proposed for the fall 2021 semester as well as the dates of placement.

The proposed placements for your school are as follows:

Placement:

<u>Teacher</u>	<u>Student Teacher</u>	<u>Placement</u>
Erick Potter- Soc. Studies	Katherine Herrick	Sept 1 st - Dec. 10 th , 2021

When it gets closer to the placement, we will send the mentor teacher an electronic copy of our Student Teaching handbook that has valuable information about the structure of the placement and suggested timeline.

If you have any questions, please do not hesitate to contact me.

My contact information follows:

E-mail: nichols@alfred.edu
Phone: 607-871-2219
Fax: 607-871-2372

Sincerely,



Dr. Timothy Nichols
Division Chair
Alfred University

Board of Education Meeting

July 14, 2021

Category: Action

Action: Approval to Declare District Owned Item Surplus for Discard

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the request for the following obsolete district owned items be declared surplus and be discarded:

- Prentice Hall World History Reading & note taking study guide workbook -45 copies
- Holt Social Studies- US History Beginnings to 1877-interactive reader and study guides-50 copies
- Prentice Hall Global History & Geography Regents Review-2010 edition-45 copies
- Prentice Hall United States History & Government Regents Review-2010 edition- 20 copies

Workbooks to discard

- Prentice Hall World History Reading & Note Taking Study Guide Workbook
↳ 45 copies
- Holt Social Studies - U.S. History Beginnings to 1877
Interactive Reader & Study Guide
↳ 50 copies
- Prentice Hall Global History & Geography Regents Review - 2010 Edition
↳ 45 copies
- Prentice Hall United States History & Government Regents Review - 2010 Edition
↳ 20 copies

~~Textbooks to~~

Board of Education Meeting

July 14, 2021

Category: Action

Action: **Recommendation to Declare Materials Obsolete for Discard**

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the following titles and materials that have been declared obsolete from the elementary classrooms. (Specific titles and numbers available upon request.)

- All CKLA materials for grades K-3.
- MONCURE Set of Sound Box Books
- 48 beakers
- 3 rock kits
- Esperanza Rising cassette and dvd set and corresponding student readers

Board of Education Meeting

July 14, 2021

Category: Action

Action: Recommendation to Declare Materials Obsolete for Discard

Resolution:

Based upon the recommendation of the Superintendent of Schools, be it resolved that the Board of Education approves the discard of the attached lists of titles and materials that have been declared obsolete from the high school and elementary libraries.

Encyclopedia Americana 30-volume set. Copyright date 2006.

World Book 22-volume set. Copyright date 2000.

The New Book of Knowledge 21-volume set. Copyright date 2006.

County and City Data Book 1994.

State Metropolitan Area Data Book 1991.

The World Almanac. Copyright dates of 2006, 2007, 2008, 2009.

The Illustrated Encyclopedia of the Animal Kingdom 20-volume set. Copyright 1972.

Encyclopedia of the Animal World 21-volume set. Copyright 1977.

The Encyclopedia of Animal Behavior. Copyright 1987.

The Encyclopedia of Animal Biology. Copyright 1987.

The Encyclopedia of Aquatic Life. Copyright 1988.

The Grolier World Encyclopedia of Endangered Species, 10-volume set. Copyright 1993.

Occupational Handbook 2010-2011.

Encyclopedia of Careers and Vocational Guidance, 5-volume set. Copyright 2008.

Career Discovery Encyclopedia, 6-volume set. Copyright 1990.

Grolier Illustrated Library of the Environment, 6-volume set. Copyright 1995.

Who's Who in America 2-volume set, 1976-1977.

Who's Who in America 2-volume set, 1982-1983.

Who's Who in America Volume-26, 1950-1951.

People's of the Earth, 20-volume set.

Lands and Peoples, 6-volume set.

Current Biography for the years 1946 – 2010.

The Annals of America, 23-volume set. Copyright 1968.

Dictionary of American Biography, 19-volume set. Copyright 1958.

LeeAnne Jordan

From: Lisa Howell
Sent: Wednesday, June 9, 2021 11:32 AM
To: LeeAnne Jordan
Subject: Suggested titles for discard

Mrs. Jordan and Board of Education,

Attached is a list of titles that I recommend should be discarded from our high school library. Please let me know if you have any questions or concerns.

Sincerely,

Lisa Howell
K-12 Librarian
Jasper - Troupsburg Central School District

June 30, 2021

List of items found in the Elementary Library closet. Respectfully requesting that these items are approved for discard.

- Portable chalk board.
- Box of assorted empty plastic cassette tape holders.
- 4 Kodak Slide trays.
- Five assorted sized empty film projector reels.
- 16 plastic magazine holders.
- 1 box of assorted overhead projector supplies.
- 16 *World Almanac for Kids 1997*. These books do not contain library barcodes.
- 2 *World Almanac for Kids 2000*, one has a library barcode.
- 2 *World Almanac for Kids 2007*, both possess library barcodes.

July 1, 2021

List of items removed from the Elementary Library Closet that are being considered for disposal.

1 – Periodical Record Book

2 – Cassette Players

Assorted - Metal Magazine Holders

2 – Slide Projectors with Remotes.

11 - “American Folk Heroes” book sets plus audio book version on cassette tape.
These were purchased with E.S.E.A. Chapter 2 Funds, 1991-1992.

1 – Glass ceiling light fixture.

1 – Zenith Television

1 – Philips VCR

1 – Wooden Television Cart

Discussion Items