

SPECIAL BOARD OF EDUCATION MEETING
TICONDEROGA CENTRAL SCHOOL DISTRICT
Thursday, July 29, 2021 at 9:00 a.m.
Superintendent's Office

"Sentinels for Excellence"

AGENDA

Members Present:

Mark Russell
 Erik Leerkes
 James Wells, Sr.

Tracey Cross-Baker
 Seanna Porter
 John Bartlett

Eric Rich
 Robert Dedrick, Sr.
 Lynne Lenhart

Others Present:

Call to Order

Emergency Evacuation Instructions

Pledge of Allegiance

Public Participation

Consent Agenda

Recommend the Board of Education approve the consent agenda items 1 through and including 3;

1. **Agenda as Stands**

1.1. July 29, 2021

2. **Donation/Grant**

2.1. \$150 to the Cafeteria Fund from the First United Methodist Church

3. **Personnel (Enc.)**

3.1. **Probationary Appointments**

- 3.1.1. Upon the recommendation of the Interim Superintendent, Caroline Kobierowshi, who holds an Emergency COVID-19 Certificate in the Biology 7-12 area, is hereby appointed to the position of Science Teacher tenure area for a probation period commencing on September 1, 2021 and anticipated to end on September 2, 2025. Caroline's Emergency COVID-19 Certificate expires on August 31, 2023 and she must have completed the requirements for initial/professional certification by that date. Salary for the 2021-22 school year is \$50,385 based on Step 2, MS+9.
- 3.1.2. Upon the recommendation of the Interim Superintendent, Gerald Hmura, who is Initially Certified in the Physical Education area, is hereby appointed to the position of Physical Education Teacher tenure area for a probation period commencing on September 1, 2021 and anticipated to end on September 2, 2025. Gerald's Initial Certificate expires on August 31, 2026 and he must have completed the requirements for professional certification by that date. Salary for the 2021-22 school year is \$45,000 based on Step 1 BA.
- 3.1.3. Upon the recommendation of the Interim Superintendent, Kraig teRiele is hereby appointed to the position of Maintenance Mechanic for a probation period commencing on August 9, 2021 at an annual salary of \$48,000 (to be prorated) for the 2021-22 school year.
- 3.1.4. Upon the recommendation of the Interim Superintendent, Masie Mosier is hereby appointed to the position of Food Service Helper for a probation period commencing on September 1, 2021 at a salary based on Step 1 for the 2021-22 school year.

3.2. **Temporary Appointments**

3.2.1. Upon the recommendation of the Interim Superintendent, Michaela Fitzgerald, is hereby appointed to the temporary position of Special Education Teacher (uncertified), at a salary of \$46,000 based on Step 2, BA for the 2021-22 school year effective September 1, 2021.

3.3. **Coaches 2021-22**

3.3.1. Outdoor Track Head Coach - Nancy Rich

3.3.2. Outdoor Track Assistant Coach - Donald Kaupelis

MOTION _____ SECONDED _____ Yes ___ No ___ Abstain _____

New Business

4. **Shared Physical Therapy Services Agreement with Moriah Central School District (Enc.)**
Authorize Interim Superintendent of Schools to sign agreement

MOTION _____ SECONDED _____ Yes ___ No ___ Abstain _____

Public Participation

Adjournment

To adjourn meeting at _____

MOTION _____ SECONDED _____ Yes ___ No ___ Abstain _____

SHARED PHYSICAL THERAPY SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 8th DAY OF JULY, 2021, BETWEEN

TICONDEROGA CENTRAL SCHOOL DISTRICT

**5 Calkins Place
Ticonderoga, NY 12883**

AND

MORIAH CENTRAL SCHOOL DISTRICT

**39 Viking Lane
Port Henry, NY 12974**

WHEREAS, the Ticonderoga CSD and Moriah CSD wish to encourage shared services and planning in providing physical therapy services to students; and

WHEREAS, the parties recognize that shared service agreements may yield certain economies and efficiencies to the residents of Ticonderoga CSD and Moriah CSD; and

WHEREAS, the Ticonderoga CSD and Moriah CSD are prepared to enter into such an agreement at the current time; and

WHEREAS, New York State Municipal Law No. 5-G authorizes a municipality to contract with any public or private entity, for provision of any service which the municipality itself could provide directly; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this Agreement sets forth the specific provisions for the Shared Physical Therapy Services Agreement between the Ticonderoga CSD and Moriah CSD to implement a sharing of resources, specifically providing physical therapy services to students, as follows:


The Ticonderoga CSD and Moriah CSD will engage in shared services and planning in providing physical therapy services to students in those districts.

1. The term of this agreement is from September 1, 2021 through June 30, 2022.
2. The Ticonderoga CSD will agree to utilize physical therapy services two (2) days/week.

3. Ticonderoga CSD will be responsible for 40% of the total salary and benefits cost for physical therapy services in addition to mileage. The calculation of salary & benefit costs is attached to this agreement and is designated for the 2021-22 school year.
4. Invoices for Ticonderoga CSD's portion of the total cost will be sent to the district twice a year.
5. In consideration for this Agreement, the Ticonderoga CSD does hereby release Moriah CSD from liability for any and all claims resulting from injuries to any of Ticonderoga CSD officers, agents, independent contractors and/or any other authorized designees, which may occur while these individuals are on the property of Ticonderoga CSD.
6. This Agreement shall remain in effect until June 30, 2022 unless superseded in its entirety by a further Agreement of the parties, in which case the terms of the latter Agreement shall prevail.
7. This Agreement shall be interpreted in accordance with the rights of the parties hereto and shall be governed by the laws of the State of New York.
8. This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and shall not be modified or amended except by an instrument in writing signed by the parties.
9. This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and to be duly attested, and to have their respective corporate seals affixed hereunto, and have caused the Agreement to be dated as of the day and year first written above.

Moriah CSD

BY: 
William Larrow, Superintendent

Ticonderoga CSD

BY: 
Cynthia Ford Johnston, Interim Superintendent

APPENDIX A

STANDARD CLAUSES FOR CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the School shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the School; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the School, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor to Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Licenses, Permits, Insurance, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, insurances, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. Termination

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination.

Notwithstanding the foregoing, this agreement may be immediately terminated by the School:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the School by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work,

labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. Defense & Indemnification

The Contractor shall defend, indemnify and hold harmless the School to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its performance or failure to perform this agreement.

6. Discrimination Prohibited

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. Damage/Injury to Person & Property

The Contractor shall promptly advise the School of all damages to property of the School or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

8. Records

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the Business Office, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

9. Contractor Defined

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

10. Amendment

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the School.

11. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

APPENDIX B
INSURANCE REQUIREMENTS – PROFESSIONAL SERVICE PROVIDERS

1. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:
 - (a) ***Workers' Compensation***
Statutory Workers' Compensation and Employers' Liability Insurance for all employees, *except that in the event the Contractor has no employees and is exempt by law from having such insurance coverage the Contractor may provide an exemption statement.*
 - (b) ***Commercial General Liability Insurance***
\$1,000,000 per occurrence /\$2,000,000 aggregate.
 - (c) ***Automobile Liability***
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
 - (d) ***Professional Liability Insurance***
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent or wrongful professional acts of the Contractor.
2. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate
 - (a) The naming of the District as an "additional insured as funding source for contract services" on the Contractor's insurance policies, or
 - (b) The inclusion of a contractual liability endorsement covering the Contractor's contract with the District
3. The policy/policies of insurance furnished by the Contractor shall:
 - (a) Be from an A.M. Best rated "A" New York State licensed insurer;
 - (b) Contain a 30-day notice of cancellation
4. In the event that the Contractor is unable to furnish professional errors and omissions insurance other than on a "claims made" basis, the Contractor shall procure and maintain a separate "tail" policy of such insurance providing the required coverage, or furnish proof of continuous coverage under the existing policy, for a period of one year and ninety days following the termination date of this contract.
5. The Contractor agrees to indemnify the District for any applicable deductibles.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. Prior to the commencement of work or use of facilities the Contractor shall provide to the District proof of that such requirements have been met by furnishing certificate(s) of such insurance and the

APPENDIX C
COMPENSATION FOR SERVICES

Physical Therapy 2021-2022

Salary	Insurance	FICA	WC	Retirement(ERS)	Total	Daily Rate
\$ 75,649.00	\$ 9,915.16	\$ 5,787.15	\$ 189.12	\$ 12,255.14	\$ 103,795.57	\$ 20,759.11
						\$ 41,518.23 2 Days \$ 62,277.34 3 Days
Transportation	40 miles	80 days	3200 miles	\$.56/mile		\$ 1,792.00 \$ 41,518.23 \$ 43,310.23
			Total amount to be billed to TICSD			