



WYOMING CENTRAL SCHOOL BOARD OF EDUCATION

September 10, 2024

Policy Committee Meeting 6:00 PM

REGULAR MEETING 7:00 PM

I.	Call to Order, Roll Call, Pledge of Allegiance		
II.	Agenda: Additions or Deletions	1 ___	2 ___
III.	Public Forum		
IV.	Presentations		
	A. Annual Audit Report		
	B. 5th & 6th Grade Boston Trip		
V.	Board Discussion		
VI.	Reports		
	A. President		
	B. Superintendent		
	C. Treasurer		
VIII.	Consent Items	1 ___	2 ___
	A. Approve minutes of the 8/13/24 regular meeting		
	B. Approve STAR Reimbursement Forms for 2024-2025		
	C. Approve Intermunicipal Agreement regarding Special Education Placements between Wyoming CSD and Attica CSD for 2024-2025		
	D. Approve Speech Therapy Services Contract with Elizabeth Fox for September 1, 2024 through June 30, 2025		
	E. Approve PROMPT Speech Services Agreement with Liberty POST for September 1, 2024 through June 30, 2025		
	F. Approve Transportation Agreement between Wyoming CSD and Pavilion CSD for 2024-2025		
	G. Approve Transportation Agreement between Wyoming CSD and Alexander CSD for 2024-2025		
	H. Be it resolved, that the Board of Education approves to transfer \$31,185.00 out of the Reserve for Employee Benefits and Accrued Liabilities to the General Fund at June 30, 2024 for payment to OMNI for the employer non-elective 403(b) contribution owed to a June 30, 2024 retiree as compensation for unused sick/personal		

	days.		
	I. Be it resolved, that the Board of Education approves to fund the Wyoming Central School District Teachers' Retirement Contribution Reserve Sub-Fund with unappropriated excess fund balance from the 2023-2024 fiscal year in the amount of \$6,727.00 at June 30, 2024.		
	J. Be it resolved, that the Board of Education approves to transfer \$152,168.00 of the unappropriated excess fund balance from the 2023-2024 fiscal year to the 2023 Building Capital Reserve Fund at June 30, 2024.		
	K. Be it resolved, that the Board of Education approves to transfer \$200,000 of the unappropriated excess fund balance from the 2023-2024 fiscal year to the Reserve for Employee Benefits and Accrued Liabilities at June 30, 2024.		
	L. Be it resolved, that the Board of Education approves to transfer \$421,810.00 of the unappropriated excess fund balance at June 30, 2024 from the General Fund to the Capital Fund, to be used to fund expenditures for the 2023 Capital Improvement Project approved by voters on December 7, 2023.		
	M. Be it resolved, that the Board of Education approves to transfer the following amounts from the listed EBALR accounts to fund balance in the General Fund on June 30, 2024 to cover retiree benefits during the 2023-24 fiscal year: <ul style="list-style-type: none"> a. EBALR - Timothy, C - \$14,177.52 b. EBALR - Finster, R - \$7,185.60 c. EBALR - Norton, N - \$7,185.60 d. EBALR - Alfes, K - \$7,842.24 e. EBALR - Cox, H - \$21,032.64 		
	N. Approve Flexible Benefits Plan Document Revised 10/01/24		
	O. Approve Goal Setting Workshop on 10/08/24 at 6:30 PM		
	P. Approve the 1st reading and waive the 2nd reading of policies#1640,5574,6190,6212.1, 6214,7350,7470,7513,7521,7530		
IX.	Old Business		
X.	New Business		
XI.	Executive Session	1 ___	2 ___
XII.	Personnel	1 ___	2 ___
	A. Accept cleaner resignation	1 ___	2 ___
	B. Accept bus driver resignation	1 ___	2 ___
	C. Approve Substitute Cleaner	1 ___	2 ___
	D. Approve Substitute bus driver	1 ___	2 ___

	E. Approve rate of pay for referee of modified sports	1 ___	2 ___
XIII.	CPSE/CSE	1 ___	2 ___
XIV.	Adjournment	1 ___	2 ___

WYOMING CENTRAL SCHOOL
WYOMING, NEW YORK
PUBLIC HEARING – CODE OF CONDUCT

August 13, 2024

6:45 P.M.

In attendance were: Superintendent, Board of Education members, District Clerk, Olivia Lamar

The Superintendent reviewed the Code of Conduct for 2024-25.

The hearing ended at 6:55 p.m.

WYOMING CENTRAL SCHOOL

WYOMING, NEW YORK

BOARD OF EDUCATION

REGULAR MEETING

AUGUST 13, 2024

- Members present:** Desiree Fioramonte, Barry True, Jordan Wetherwax, Nicole White
- Members absent:** Kaiti Bush, Benjamin Chamberlain, Haley Tygart
- Others present:** Emily Herman, Nancy Norton
- Others absent:** Joelle Stroud
- Guests:** Olivia Lamar
- Call to Order, Roll Call,
Pledge of Allegiance:** The meeting was called to order at 7:00 pm by Mr. True, Board Vice President.
- Approval of Agenda:** Resolved, the Board approves the agenda on motion by Mrs. White and second by Mr. Wetherwax.
- Yes-4 Fioramonte, True, Wetherwax, White
No-0
Motion approved.
- Public Forum:** None.
- Presentations:** None.
- Board Discussion:** None.
- Reports:** None.
- Consent Items:** Resolved, the Board approves the following A.-J., on motion by Mrs. White and second by Mr. Wetherwax:
- A. Approve minutes of the 7/11/24 reorganization and regular meetings
 - B. Approve Treasurer Reports for June 2024
 - C. Approve to participate in GLSW BOCES Cooperative Bids 25/26
 - D. Approve Tax Warrant for 2024-25 fiscal year
 - E. Approve Cornell Cooperative Extension of Wyoming County (CCEWC) and Wyoming Central School District MOU
 - F. Approve District Wide Safety Plan

G. Approve Policy Committee Meeting 9/10/24 @ 6:00 pm

H. Approve Contract Between Genesee County and 4410 Providers for the Delivery of Preschool Special Education Related Services

I. Approve request for J. Stoddard to play modified soccer at Pavilion CSD

J. Approve Cummins Sales and Service Generator Planned Maintenance Agreement for 3 years October 2024-April 2027

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved.

Old Business:

The Professional Learning Plan was distributed for informational purposes.

New Business:

Resolved, the Board approves the Code of Conduct for 2024-25 school year on motion by Mr. True and second by Mr. Wetherwax.

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved.

Executive Session:

Resolved, the Board approves to retire into executive session at 7:04 p.m. for the purpose of personnel on motion by Mrs. White and second by Mr. Wetherwax.

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved.

Out of Executive Session:

The Board reconvened regular session at 7:14 p.m.

Personnel:

Resolved, the Board approves items A. – E. on motion by Mrs. White and second by Mr. Wetherwax.

A. Appoint Jacob Hayes tenure in Mathematics. The appointee holds New York State Professional Certifications in Mathematics (Grades 7-12), Mathematics (Grades 5-6), and Students with Disabilities (Grades 7-12). The tenure service shall begin on September 1, 2024.

Appoint Olivia Lamar tenure in Elementary Education. The appointee holds New York State Professional Certification in Childhood Education (Grades 1-6), and Student with Disabilities (Grades 1-6). The tenure service shall begin on September 1, 2024.

Appoint Stephen Sovocool Tenure in Social Studies. The appointee holds New York State Professional Certifications in Social Studies

(Grades 7-12), Social Studies (Grades 5-6), and Students with Disabilities (Grades 7-12). The tenure service shall begin on September 1, 2024.

B. Approve List of Bus Drivers for 2024-25: Rudd Wetherwax, Michelle Grefrath, Traci Hoffman, Keith Kruppner, Kristen Wysocki, Mark Bissell, Amy Terry, Kerri Griffith. Bus Aides/Monitors: Traci Hoffman, Kerri Griffith

C. Approve Substitute Cleaners, pending fingerprint clearance: Leigh Buckenmeyer, Alanso True

D. Approve adjusted summer reading sessions to reflect 45 minutes per session instead of per day.

E. Approve Teacher Mentor, Angela Fuller, Level II Stipend, \$500/yr for the 2024-25 school year.

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved

CSE/CPSE:

Resolved, the Board approves the CSE minutes dated 7/17/24 on motion by Mrs. White and second by Mr. True.

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved

Adjournment:

Resolved, the Board approves to adjourn the meeting at 7:16 p.m. on motion by Mr. Wetherwax and second by Mrs. White.

Yes-4 Fioramonte, True, Wetherwax, White

No-0

Motion approved

Respectfully submitted,

Nancy Norton
District Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ATTICA CENTRAL SCHOOL DISTRICT
AND THE
WYOMING CENTRAL SCHOOL DISTRICT

The Wyoming Central School District and the Attica Central School District are hereby entering into a contract for the education of students in grades K-12 beginning the 2024-25 school year. This Memorandum of Understanding is an addendum to the University of the State of New York, the State Education Department Bureau of Educational Management Services SBM-10 form.

Duration of Contracts – Wyoming Central School District and Attica Central School District will enter into a contract for one year beginning in September 2024 and ending in June 2025.

Cost – Regular Students and Special Education Students

The tuition rates for secondary students and for special education students enrolled in Attica Central classes will be set by the Attica Central School District dependant upon the program request by the Wyoming Central School District.

Students enrolled in BOCES classes, either in vocational or special education, will have BOCES tuition payment made directly to BOCES by Wyoming Central School District. Those students enrolled part-time in BOCES and part-time at Attica Central will have tuition rates pro-rated for time spent in Attica.

A special education student requiring occupational therapy, physical therapy, adaptive physical education, speech, counseling, or vision will be billed at the established Genesee Valley BOCES half-hour rates for that same school year.

Billing – Attica Central School will bill Wyoming Central School on an annual basis. If a student enters the first day of or leaves prior to the last regular day of school, tuition will be pro-rated accordingly.

Transportation – Wyoming Central School will transport students to and from Attica in the morning and afternoon. If an athletic bus is needed, it will be provided by the Wyoming Central School District. BOCES students will be transported to and from BOCES (morning and afternoon) by Wyoming Central School. Noontime BOCES shuttle will be provided by Attica Central School.

Continual Guidance – The two districts will work hand-in-hand preparing schedules and visitations for all students initially enrolled at Attica Central School. The Attica Central School District shall provide, prior to the start of the freshman academic year, an opportunity for students to familiarize themselves to individual lockers and their scheduled classrooms. Attica Central School District shall also provide immediate access to their district newsletters following completion of the spring academic scheduling process.

School Closings – In the event that Wyoming Central School is not able to open or is obliged to close early for emergency reasons (and Attica Central School remains open), Wyoming student residents will be given reasonable assistance and opportunities to correct and complete any school work missed as a result of the closing. In addition, tardiness or absences that are directly the result of problems experienced by transportation provided by Wyoming Central School will not adversely affect student status in the regular school program or in any extracurricular activity.

Responsibility of the Wyoming Central School's CSE – Wyoming Central School District will be responsible for formulating Phase I IEP's and conducting annual evaluations of all resident students who are enrolled in special education programs. Subsequent IEP's will be developed by the Wyoming CSE with input from the Special Education teachers and related services provided for each handicapped student. The Wyoming District will supply information regarding the need for individualized education programs to the designated receiving school districts. Any services recommended by the CSE that are unique and individualized (offered only to Wyoming students) are the responsibility of the Wyoming Central School District (i.e., 1:1 aide, therapeutic services, etc.).

Transferring – It is understood and agreed that once the parents/guardians and student selects a school, the designation may not be changed and the student may not attend any other receiving district, unless it

is clearly demonstrated that a transfer to another district is in the best educational interest of the student, and the parents, the Wyoming Central School District, the designated district of attendance, and the new receiving district all consent in writing. In the case of students receiving special education services, the placement may only be changed by the required procedures through the Committee on Special Education.

Should a specific classroom exceed legal Special Education limits, the Wyoming Central School District student will return to his/her home district for placement.

President, Board of Education
Attica Central School District

Date

President, Board of Education
Wyoming Central School District

Date

Agreement to Provide Speech Therapy Services
Wyoming Central Schools & Elizabeth Fox

This agreement between Elizabeth Fox, hereinafter called the "Provider", and Wyoming Central School District, hereinafter called the "School" is for the provision of speech-language therapy services.

I. Responsibilities of the Provider

1. Provider will provide speech therapy services to students with speech-language-hearing impairments as assigned by the School.
2. School supervisor will contact Provider when a new case arises. Once notified, the Provider will make its best effort to, in a timely manner, accommodate the student's scheduling needs.
3. The Provider will complete any required documentation for students seen for therapy and/or intervention in accordance with School procedures.
4. The Provider will follow all on-site COVID health, safety and cleaning protocols.
5. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
6. The Provider will participate in required meetings and conferences as requested by the School.
7. The Provider will submit and maintain practitioner liability insurance coverage.
8. The Provider will assure credentials. A copy of the Provider's Certification and/or state licensure will be provided to the School upon request.
9. The Provider will assure fingerprinting.
10. The Provider will submit a completed timesheet to the School on a monthly basis.

II. Responsibilities of the School

1. The School agrees to pay Contract Services \$125.00 per hour for time spent rendering services. Billable time includes evaluation/therapy; and any paperwork, consults or meetings required.
2. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting by phone).
3. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session location and the student is absent.

4. A minimal billing of 1/2 hour for travel (both in/out) and paperwork will be billed for each therapy session rendered (e.g. .75 in, .75 out, .5 paperwork, .5 therapy = 2.5 hours of service billed).
5. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting September 1, 2024 through June 30, 2025 and will be reviewed by both parties on an annual basis.


Elizabeth A. Fox, MS, CCC/SLP / 020579-1


Date

Wyoming Central School District Official

Date

AGREEMENT
BY AND BETWEEN
LIBERTY RESOURCES PSYCHOLOGY, PHYSICAL, OCCUPATIONAL AND
SPEECH THERAPY PLLC
AND
WYOMING CENTRAL SCHOOL DISTRICT
FOR THE PROVISION OF PROMPT SPEECH SERVICES

THIS AGREEMENT, is made by and between Liberty POST; (hereinafter the “Agency”), a New York Corporation duly organized and existing under the New York State Business Corporations Law located at 175 Winton Road North Rochester, New York 14610 and WYOMING CENTRAL SCHOOL DISTRICT located at 1225 State Route 19 PO Box 244 Wyoming, NY 14591-0244 (here in after the “Facility”).

WHEREAS, the Agency and its employees, agents and contractors possess certain special skills, experience, training, knowledge and qualifications necessary to provide related services to school age children with disabilities who, because of such disabilities require such related services and

WHEREAS, the Facility is in business of providing educational services and has a need for persons possessing such skills, experience, training, knowledge and qualifications to provide related services to students enrolled in or attending school arranged through Facility and,

WHEREAS, the Agency seeks to be retained by the Facility to assist the Facility in meeting such need and the Facility seeks to retain the Agency for such purpose under the terms and conditions set forth below:

IT IS HEREBY AGREED as follows:

I. Nature of Services Provided:

The Agency agrees to provide PROMPT speech therapy services as requested by the Facility beginning September 1, 2024- June 30, 2025 unless terminated sooner. Such service may include the following:

- PROMPT evaluation(s)
- Direct PROMPT speech therapy
- PROMPT consults
- PROMPT training to staff
- PROMPT Parent Training to Families

- Completion of progress notes, updates and communications as required by the student's IEP.
- Participation in multi-disciplinary teams meetings and CSE meetings.

SCHEDULE A

- 30 Minute PROMPT Speech Therapy/Consult/Parent Training \$69.00 per visit
- 30 Minute Team/CSE Meeting \$50.00 per meeting
- 60 Minute PROMPT Speech Therapy/Consult/Parent Training \$138.00 per visit
- PROMPT Evaluation \$175.00 per eval
- PROMPT Staff Training \$150.00 per hour

II. Payment for Services:

If Facility is dissatisfied with the service provider, the Agency will make every effort to assign a new provider.

The Facility agrees to compensate the Agency for services in accordance with Schedule "A" attached hereto. The Facility shall compensate for the time spent providing services set forth in Paragraph "1".

The Agency shall submit an itemized invoice of services by the 5th of each month with full payment due within 30 days of the date of such invoice.

If personnel fail to show up for their shift there will be no charge to the Facility. If the Facility cancels the need for service, the Facility will not incur a charge.

Agency is responsible to incur costs such as transportation, personal equipment, and other related items.

III. Nature of Relationship Created:

The parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. The Agency shall in all respects and for all purposes shall be deemed an independent contractor of the Facility. This Agreement shall not be construed to create or imply any employment or agency relationship by and between the Agency and the Facility.

This Agreement shall not be construed for any purpose to create, imply or permit an employment relationship between the Agency's service providers and the Facility. Any person providing services to the Facility pursuant to Paragraph "1" on behalf of the

Agency (hereinafter “service providers”) shall be bound by the provisions of paragraph VII of this Agreement and in all cases shall remain an employee or agent of the Agency in the performance of his or her duties under this Agreement.

The Agency shall be responsible for all federal, state and local taxes, unemployment, worker’s compensation and disability charges arising out of or relating to the performance of its service providers work for the Facility. The Agency is responsible for all penalties and interest related to failure to pay for such taxes.

IV. Allocation and Release of Liability:

In the event that the Facility is audited or investigated by any Federal, State or Local Department(s) of Education, any subdivision(s) thereof or any other Agency(ies) or with jurisdiction , and found to be lacking in its obligation under the law to implement such IEP’s for any reason whatsoever, including, but not limited to, the failure to provide for the appropriate levels of service, the Facility agrees to hold the Agency harmless and the Agency shall not be liable for any such failure on the part of the Facility. In the event that the Agency is subpoenaed or requested to provide testimony, documents or other information in connection with such audit or investigation, the Facility shall assume all costs associated with such audit(s), including all costs associated with the Agency’s participation and cooperation in an audit or investigation.

The Agency agrees to carry \$1,000,000/3,000,000 professional liability insurance coverage for each service provider to cover any claims for negligence, malpractice, malfeasance, nonfeasance arising out of or related to the provision of services under this Agreement by its service providers, as well as any statutory insurance (e.g. Workers Compensation). The Agency shall present evidence of such insurance upon request.

The Facility shall protect, indemnify and hold harmless any employee or agent of the Agency against all costs, damages, and/or injury to his/her person or property which is/are incurred during the course of the performance of his/her duties under this Agreement and which is the result of any cause other than such employee’s or Agent’s negligence, malpractice, malfeasance or nonfeasance.

Neither the Agency nor its employees or agent shall be liable to the Facility for any costs or damages to any persons or property arising out of or relating to the performance of duties by its service providers, which is not the direct result of negligence, malpractice, malfeasance or nonfeasance on the part of the Agency or its service providers.

The Agency shall provide the Facility with prompt written notice of any incident, claims, settlement or judgment against that insurance which diminishes the protection of the Facility. The Agency shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

To the fullest extent permitted by law and notwithstanding the limits of any policy or policies of insurance provided by the Agency pursuant to this Agreement, the Agency agrees to defend, indemnify and hold harmless the Facility, its officers, directors, employees and agents (collectively, the "Indemnities") from and against any and all claims, judgments, costs, awards, liability, losses, damages, actions, proceedings, demands, suits or expenses of any kind (including court costs, and reasonable attorney fees) which the Indemnities may incur or suffer or be required to pay arising from directly or indirectly (a) the Agency performance or failure to perform the work of this agreements; or (b) any bodily injury, sickness, disease or death, or any economic injury, arising out of acts, omissions, or willful misconduct or negligence of the Agency or their affiliates, agents, officers, stockholders, trustees, directors, employees, members or agents except to the extent the Indemnity and Indemnification of such person is precluded by statute.

The terms of this paragraph shall survive the termination of this Agreement.

V. Confidentiality of Information:

The Agency shall not be responsible for obtaining any necessary consents and releases from the parents of the student(s) being served under this Agree where such consents and releases are required by law for the release of records to the Agency; nor will the Agency be liable in any way for the Facility's failure to obtain necessary consents and/or releases. The Agency warrants and agrees that is shall not disclose to any third party information which is deemed by any law to be confidential, without written consent.

VI. Warranties and Representations:

The Agency warrants that all service providers shall at times be appropriately certified and/or licensed by the state of New York to perform the services for which they are assigned. Copies of such licenses shall be provided to the Facility upon request. The Agency further warrants that all services under this Agreement shall be provided by service providers in accordance with the accepted professional and ethical standards and guidelines promulgated by the relevant professional associations and the New York State Education Department or other state agency with jurisdiction and oversight of the relevant profession.

The Facility warrants that it does not discriminate and will not require or ask the Agency to discriminate in the provision of any services on the basis of race, color, creed, gender, sexual orientation, military or veteran status, natural origin, age, disability, socio-economic status, or source of payment.

The Agency service providers have to be licensed through NYS; cleared through NYS Central Registry, vaccinated and blood bourn pathogen trained.

VII. Non-Solicitation:

The Facility agreed that its agents and employees will not solicit, seek to hire, recruit or hire any of the Agency's service providers who provide service under this Agreements during the term of this Agreement and for a period of two (2) years from the expiration date of this Agreement or any extension thereof.

VIII. Facilities and Assistance:

The Agency shall be furnished with appropriate space for the performance of services to be provided pursuant to this Agreement.

IX. Records and Reports:

All records connected or made in the course of providing services to the Facility shall be provided to the Facility and the Agency shall not tamper or interfere with such records nor copy or transport same except in furtherance of the business of the Facility or other legitimate purposes. The Agency agrees to provide the Facility with all reports, information, or other data requested by the Facility relating to any of the services provided by the Agency pursuant to this Agreement. All student records are confidential.

X. Termination:

This Agreement may be terminated by either party hereto by giving the other party at least thirty (30) days advance written notice of termination delivered personally or by United States certified mail, return receipt requested, at that parties address noted above, or to such other address may be designated in writing by such party. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically upon the occurrence of any one of the following events:

- Upon cancellation of expiration of the Agency's malpractice insurance coverage, if applicable
- Upon the revocation of any license held by the Agency requiring by law to perform any of the services specified, if applicable.

XI. Entire Agreement/Amendments:

This Agreement contains the entire Agreement between the parties with respect to the matters covered herein and there are no other written or oral understandings or agreements with respect to the matters covered herein and there are not other written or oral understandings or agreements with respect thereto. This Agreement, including Schedule A hereto, shall not be modified or amended except by written agreement signed by both parties hereto.

XII. Waiver:

No waiver of any of the provisions of the Agreement or any of the rights or remedies of the parties hereto shall be valid, except if the same were in writing and signed by the party changed therewith. A waiver of any one or more of the provisions hereof shall be limited to the particular instance specified in such writing and shall be construed as if the unenforceable or invalid provisions were not contained herein.

XIII. Partial Invalidity:

If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Agreement which shall be enforceable and this Agreement shall be construed as if the unenforceable or invalid provisions were not contained herein.

XIV. Headings:

The headings of the paragraphs herein are inserted for convenience only and do not constitute any part of this Agreement.

XV. New York Law:

This Agreement shall be construed in accordance with the laws and regulations of the State of New York without regards to its conflict of laws and rules.

XVI. Federal and State Compliance:

The Agency agrees to comply with all pertinent provisions of federal, state and local statues, rules and regulations. All the personnel will abide by the Facility's policies, procedures and regulations.

XVII. Non- Assignability:

This Agreement shall not be assignable or transferable by either party hereto.

Dated:

For the Facility:

(Signature)

(Print Name)

(Position/Title)

For the Agency:

(Signature)

(Print Name)

(Position/Title)

Transportation Agreement Between Pavilion CSD and Wyoming CSD 2024-2025

Both school districts will assist each other at no cost by transporting the other district's student(s) on certain established daily bus runs as agreed upon by their respective Transportation Supervisors as follows:

- Pavilion will transport no Wyoming students during this school year.
- Wyoming will transport one Pavilion student in the morning from the student's home to School of the Holy Childhood in Henrietta, and will transport the same student in the afternoon from School of the Holy Childhood in Henrietta back to the student's home.
- Wyoming will transport one Pavilion student in the morning from the student's home to Mary Cariola Center in Rochester, and will transport the same student in the afternoon from Mary Cariola Center in Rochester back to the student's home.

During the term of this agreement, both schools will:

- Maintain insurance coverage for their vehicles in accordance with the minimum requirements of the New York State Department of Transportation and provide each other with a certificate of insurance upon request.
- Utilize only NYS DOT certified vehicles and NYS certified school bus drivers.
- Comply with all current law, rules and regulations concerning the transportation of students in NYS.

Either school district may terminate this agreement at any time.

Approved: _____ Date: _____

Superintendent of Schools
Pavilion CSD

Approved: _____ Date: _____

Superintendent of Schools
Wyoming CSD

Transportation Agreement Between Alexander CSD and Wyoming CSD 2024-2025

Both school districts will assist each other at no cost by transporting the other district's student(s) on certain established daily bus runs as agreed upon by their respective Transportation Supervisors as follows:

- Alexander will transport no Wyoming students during this school year.
- Wyoming will transport one Alexander student in the morning from Alexander Middle/High School to Attica Senior High School. Wyoming will not be responsible for transporting the student back to Alexander Middle/High School in the afternoon.
- In the event that the Wyoming Central School District is closed, the Wyoming Central School District will not be responsible for providing transportation for the Alexander student.

During the term of this agreement, both schools will:

- Maintain insurance coverage for their vehicles in accordance with the minimum requirements of the New York State Department of Transportation and provide each other with a certificate of insurance upon request.
- Utilize only NYS DOT certified vehicles and NYS certified school bus drivers.
- Comply with all current law, rules and regulations concerning the transportation of students in NYS.

Either school district may terminate this agreement at any time.

Approved: _____ Date: _____
Superintendent of Schools
Alexander CSD

Approved: _____ Date: _____
Superintendent of Schools
Wyoming CSD

Board of Education Resolutions for Reserve Transfers and Transfer to Capital Fund at 06/30/24

- 1) Be it resolved, that the Board of Education approves to transfer \$31,185.00 out of the Reserve for Employee Benefits and Accrued Liabilities to the General Fund at June 30, 2024 for payment to OMNI for the employer non-elective 403(b) contribution owed to a June 30, 2024 retiree as compensation for unused sick/personal days.
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 - a. EBALR – Timothy, C \$14,177.52
 - b. EBALR – Finster, R \$7,185.60
 - c. EBALR – Norton, N \$7,185.60
 - d. EBALR – Alfes, K \$7,842.24
 - e. EBALR – Cox, H \$21,032.64

FLEXIBLE BENEFITS
PLAN DOCUMENT

Prepared for
Wyoming Central School District
Revised October 1, 2024

Genesee Valley BOCES
80 Munson Street
LeRoy, NY 14482

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INTRODUCTION

Wyoming Central School established the Plan to allow eligible employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as the Wyoming Central School Flexible Benefit Plan (the "Plan"). The Plan is effective as of October 1, 1994, to permit employees to pay for their health insurance premiums on a before-tax basis.

The intention of the Employer is that the Plan qualifies as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.
- 1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to regulations under Code Section 414(o).
- 1.3 "Benefit" means any of the optional benefit choices available to a Member as outlined in Section 4.1.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.
- 1.5 "Compensation" means the total cash remuneration received by the Member from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder. Compensation shall include overtime, commissions and bonuses.
- 1.6 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract or under Code Section 152.
- 1.7 "Effective Date" means October 1, 1994.
- 1.8 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
- 1.9 "Eligible Child" means any child as defined in IRC Section 152[f][1] of the participant who as of the end of the participant's taxable year has not attained age 27.
- 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

- 1.11 "Employee" means any person who is employed by the Employer, but excludes any person who is employed as an independent contractor. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).
- 1.12 "Employer" means Wyoming Central School.
- 1.13 "Highly Compensated Employee" means, for the purposes of determining discrimination, an Employee described in Code Section 414(q) and the Treasury regulations thereunder.
- 1.14 "HSA" means a health savings account established under Code 223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained by an Employee with a qualified trustee/custodian.
- 1.15 "Insurance Contract" means any contract issued by an insurer underwriting a Benefit.
- 1.16 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.
- 1.17 "Insurer" means any insurance company that underwrites a Benefit under this Plan.
- 1.18 "Key Employee" means an employee defined in Code Section 416(i)(I) and the Treasury regulations thereunder.
- 1.19 "Member" means any Eligible Employee who elects to become a Member pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
- 1.20 "Plan" means this instrument, including all amendments thereto.
- 1.21 "Plan Year" means the 12-month period beginning October 1 and ending September 30. The Plan Year shall be the coverage period for the Benefits provided for under the Plan. In the event a Member commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such member's date of entry and ending of the last day of such Plan Year.
- 1.22 "Premium Expenses" or "Premiums" means the Member's cost for the insured Benefits described in Section 4.1.
- 1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.24 "Salary Redirection Agreement" means an agreement between the Member and the Employer under which the Member agrees to reduce his Compensation and to have such amounts contributed by the Employer to the Plan on the member's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Member as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Member.
- 1.25 "Spouse" means the legally married husband or wife of a Member.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate as of the date they satisfy the eligibility conditions for the Employer's group medical plan.

If a former member is rehired during the same plan year which termination of employment occurs, and such former Member had revoked existing Benefit elections and terminated the receipt of Benefits at the time of termination of employment, then such rehired former Member shall be prohibited from making new Benefit elections for the remaining portion of the plan year.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Member effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an Enrollment Form/Salary Redirection Agreement Form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the member is entitled to a change in Benefit elections pursuant to Section 5.4 hereof.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefits shall automatically become a participant to the extent of the Employee's share of Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the plan.

2.4 TERMINATION OF PARTICIPATION

A Member shall no longer participate in the Plan upon the occurrence of any of the following events:

- (a) The end of the Plan Year during which he became a limited member because of a change in employment status pursuant to Section 2.5;
- (b) Termination of employment, subject to the provisions of Section 2.6;
- (c) Death, subject to the provisions of Section 2.7; or
- (d) The termination of the Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a member ceases to be an Eligible Employee because of a change in employment status or classification (other than through termination of employment), the Member shall become a limited Member in this Plan for the remainder of the Plan Year in which such change of employment status occurs.

As a limited member, no further Salary Redirection may be made on behalf of the Member, and except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Member's right to continue coverage under any Insurance Contracts, subject to Section

11.14. However, any balances in the limited Member's Health Care Reimbursement Fund or Dependent Care Assistance Account may be used during such Plan Year to reimburse the limited member for any allowable Medical Expenses or Employment-Related Dependent Care Expenses incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Member later becomes an Eligible Employee, then the limited Member may again become a full Member in the Plan, provided he otherwise satisfied the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a member terminates employment with the Employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

- (a) With regard to Insurance Benefits, the Member's participation in the Plan shall cease, subject to the Member's right to continue coverage under any Insurance Contract for which premiums have already been paid, subject to COBRA regulations.
- (b) With regard to the Dependent Care Assistance Program, the Member's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such member may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, up to the level of his Dependent Care Assistance Account as of his date of termination.
- (c) With regard to the Health Care Reimbursement Plan the Members have two options:
 - (1) The Member's participation will cease and no further Salary Redirection contributions shall be made. However, such Member may submit claims for expenses incurred during the portion of the Plan Year preceding his date of termination. If a terminated member fails to submit a claim within the 30-day period immediately following the termination, those Medical Expense claims shall not be considered for reimbursement by the Administrator.
 - (2) The Member's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The Participant may continue to seek reimbursement from the Health Care Reimbursement Fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions shall be with after-tax dollars instead of Salary Redirections.
- (d) In the event a Member terminates his participation in the Health Care Reimbursement Plan during the Plan Year, if Salary Redirections are made other than on a periodic basis, upon termination the member shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Member's separation from service regardless of the Member's claims or reimbursements as of such date.
- (e) This Section shall be applied and administered consistent with such further rights a member and his Dependents may acquire pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

If a member dies, his participation in the Plan shall cease. However, such Member's beneficiaries, or the representative of his estate, may submit claims for expenses incurred up to the amount contributed or benefits for expenses incurred up to the time of death. A member may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Member's spouse, one of his Dependents or Eligible Children or a representative of his estate.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirection sufficient to support Benefits that a Member has elected hereunder and to pay the Member's Premium Expenses. The salary administration program of the Employer shall be advised to allow each member to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified on the Enrollment/Salary Redirection form and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of eligibility. However, in no event shall a Member's Salary Redirection exceed **\$3,200** for Option 2 (Health Care Reimbursement Plan) and \$5,000 for Option 3 (Dependent Care Assistance Account). These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election period and shall be irrevocable for such Plan Year. However, a Member may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election and/or Salary Redirection Agreement with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in family status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of the Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld for the Health Care Reimbursement Fund or Dependent Care Assistance Account shall be credited to such fund or account.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Care

Reimbursement Plan, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections are not made on a pro rata basis, upon termination of participation, a Member may be entitled to a refund of such Salary Redirections pursuant to Section 2.6.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Member may elect to have the amount of his Salary Redirections applied to any one or more of the following optional Benefits:

Option 1: Employee's premium contributions for health, dental, or vision insurance

Option 2: Health Care Reimbursement Plan

Option 3: Dependent Care Assistance Program

Option 4: Cash in Lieu of Health Insurance

4.2 HEALTH CARE REIMBURSEMENT PLAN BENEFIT

Each Member may elect coverage under the Health Care Reimbursement Plan option, in which case Article VI shall apply.

4.3 DEPENDENT CARE ASSISTANCE PROGRAM BENEFIT

Each Member may elect coverage under the Dependent Care Assistance Program option, in which case Article VII shall apply.

4.4 CASH IN LIEU OF HEALTH INSURANCE:

The plan provides for the employer's share of health insurance benefit premiums in accordance with the provisions of the applicable collective bargaining agreement and/or district practice. Each eligible member of the respective collective bargaining units shall have the right to elect either the district's health insurance benefit or a cash alternative, as specified in the contract applicable to their respective unit. Such election must be made at the time of annual enrollment, or during subsequent election periods, and shall be irrevocable for one year, unless otherwise permitted by the provisions of this plan or by law.

4.5 NONDISCRIMINATION REQUIREMENTS

- (a) It is the intent of this Cafeteria Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Section 125.
- (b) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions of non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected member (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has elected the highest amount of non-taxable Benefits for the Plan Year shall have

his non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable benefits of the affected Member who has elected the second highest amount of non-taxable Benefits.

This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected member who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among non-insured Benefits, and once all non-insured Benefits are expended, proportionately among insured Benefits.

Contributions which are not utilized to provide Benefits to any Member by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V MEMBER ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 and prior to the end of the Election Period (as defined under Section 1.8).

Notwithstanding the foregoing, an employee who is eligible to participate in this Plan and who is covered by the Employer's insurance plans under this Plan shall automatically become a participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTION

During the Election Period prior to each subsequent Plan Year, each Member must elect on an Enrollment/Salary Redirection form to be provided by the Administrator, which Benefits Options he wishes to select and Salary Redirections sufficient to support Benefits the member has selected. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Member or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Member may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan.

5.3 FAILURE TO ELECT

Any Member failing to complete an Enrollment/Salary Redirection form pursuant to Section 5.2 by the end of the applicable election period shall be deemed to have elected not to participate in the Health Care Reimbursement Plan or Dependent Care Assistance Plan for the

upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year for Health Care Reimbursement Plans or Dependent Care Assistance Plans.

As noted in 2.3, an Employee who is eligible to participate in the Plan and who is covered by the Employee's insured or self-funded Benefits, shall automatically become a participant to the extent of the Employee's share of Premiums for such insurance unless the Employee elects, during the Election period, not to participate.

5.4 CHANGE OF ELECTIONS

- (a) Any Member may change a Benefit Election after the Plan Year (to which such election relates) has commenced and make new or revoke elections with respect to the remainder of such Plan Year if the increase is necessitated by and is consistent with a change in family status which is acceptable under the Internal Revenue Service rules and regulations. Benefit election increase is consistent with status changes only if the election increase is necessary or appropriate as a result of the family status change. Any new election under this Section 5.4 shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator.
- (b) With regard to the Dependent Care Assistance Program and Health Care Reimbursement Plan, a Member may increase or decrease their contributions as a result of the following events:
 - (1) Marital Status: Marriage, divorce, legal separation, spouse's death or annulment
 - (2) Dependent or Eligible Child Status: Birth, adoption, death of a dependent or eligible child, placement for adoption, or a dependent or eligible child ceasing to be a dependent or eligible child as per IRS definition.
 - (3) Employment Status of employee, spouse or dependent or eligible child: Job strike or lockout, starting or ending employment or unpaid leave, change in worksite, or any other work-related change that affects eligibility for either the employee's or the spouse's plan.
 - (4) Residence: The move of an employee, spouse or dependent or eligible child.
- (c) With regard to the Dependent Care Assistance Program, a Member may increase or decrease their contribution due to a significant change in cost, if the provider is not a relative, or a change of providers, even if the new provider is a relative.
- (d) Any election change must be consistent with the reason that such change was permitted.

ARTICLE VI HEALTH CARE REIMBURSEMENT PLAN

6.1 ESTABLISHMENT OF PLAN

This Health Care Reimbursement Plan is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.

Participants who elect to participate in the Health Care Reimbursement Plan may submit claims for the reimbursement of Medical Expenses.

All amounts reimbursed under this Health Care Reimbursement Plan shall be periodically paid from amounts allocated to the Health Care Reimbursement Fund. Periodic payments reimbursing Participants from the Health Care Reimbursement Fund shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of the Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) "Health Care Reimbursement Fund" means the fund established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses may be reimbursed.
- (b) "Health Care Reimbursement Plan" means the plan of benefits contained in this Article, which provides for the reimbursement of eligible Medical Expenses incurred by a Member, spouse, or his Dependent or Eligible Child.
- (c) "Highly Compensated Member" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a Member who is
 - (1) one of the five highest paid officers;
 - (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
 - (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- (d) "Medical Expenses" means any unreimbursed expense for medical or dental care within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Member as a deduction in determining his tax liability under the Code. However, a Member may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Member's spouse or individual policies maintained by the Member or his spouse or Dependent or Eligible Child.
- (e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of the Health Care Reimbursement Plan.

6.3 CARRYOVER PROVISION AND FORFEITURES

This provision allows for the carryover to the immediately following Plan Year of up to **\$640** of any amount remaining unused as of the end of any Plan Year in the Health Care Reimbursement Fund. For this purpose, the amount remaining unused as of the end of the Plan Year is the amount unused after medical expenses have been reimbursed at the end of the Plan's run-out period for the Plan Year. The Member's unused balance may be used (a) for expenses incurred in the prior Plan Year, but only if claimed during the Plan's run-out period that begins at the end of the prior Plan Year (in effect retroactively reducing the unused amount as of the end of the prior plan year) or (b) to the extent of the permitted carryover amount of up to **\$640** from the final prior Plan Year unused amount, for expenses that are incurred at any time in the current Plan Year. The carryover of up to **\$640** may be used to pay or reimburse medical expenses incurred during the entire Plan Year to which it

is carried over.

The excess amount in the Health Care Reimbursement Fund after it has been reduced by the claims expenses reimbursed during the run-out period in addition to the carryover amount (not to exceed \$640), will be forfeited and credited to the benefit plan surplus. In such event, the Member shall have no further claim to such amount for any reason.

6.4 LIMITATION OF ALLOCATIONS

Notwithstanding any provision contained in the Health Care Reimbursement Plan to the contrary, no more than \$3,200 may be allocated to the Health Care Reimbursement Fund by a member in or on account of any Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

- (a) It is the intent of the Health Care Reimbursement Plan not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) If the Administrator deems it necessary to avoid discrimination under this Health Care Reimbursement Plan, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Reimbursement Fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 or 125 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 or 125 who has elected the second highest contribution to the Health Care Reimbursement Fund for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Member by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 HEALTH CARE REIMBURSEMENT PLAN CLAIMS

- (a) The administrator shall direct the reimbursement to each eligible Member for all allowable Medical Expenses, up to a maximum of the amount designated by the member for the Health Care Reimbursement Fund for the Plan Year. Reimbursements shall be made available to the Member throughout the year without regard to the level of Salary Redirection Dollars which have been allocated to the fund at any given point in time.

Furthermore, a Member shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan which may be sponsored by the Employer, any governmental agency or any other plan covering a Member and/or his Spouse or Dependent(s) or Eligible Child.
- (b) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided

however, that if a member fails to submit a claim within the 60 day period immediately following the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

- (c) Reimbursement payments under this Plan shall be made directly to the Member. The Application (either paper claim form submission or via the WEX Consumer Health portal online submission) for payment or reimbursement shall be made to the Administrator within the applicable Plan Year for eligible expenses based on the service date. The submission shall include a statement/receipt from an independent third party stating that the Medical Expense has been incurred and the amount of such expense.

Furthermore, the Member shall attest that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Care Reimbursement Fund, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

- (d) If a Member fails to submit a claim within the 60 day period immediately following the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VII DEPENDENT CARE ASSISTANCE PROGRAM

7.1 ESTABLISHMENT OF PROGRAM

This Dependent Care Assistance Program is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed under this Dependent Care Assistance Program shall be paid from amounts allocated to the Member's Dependent Care Assistance Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Dependent Care Assistance Account" means the account established for a member pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the member may be reimbursed.
- (b) "Dependent Care Assistance Program" means the program of benefits contained in this Article, which provides for the reimbursement of eligible expenses for the care of the Qualifying Dependents of Participants.
- (c) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Member.
- (d) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Member for those services which if paid by the Member would be considered employment related expenses under Code Section 21(b)(2).

Generally, they shall include expenses for household services for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Member to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Member. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Member's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(f)(1) (or deemed to be, as described in Section 7.2(f)(1) pursuant to Section 7.2(f)(3), or for a Qualifying Dependent as defined in Section 7.2(f)(2) (or deemed to be, as described in Section 7.2(f)(2) pursuant to Section 7.2(f)(3) who regularly spends at least 8 hours per day in the Member's household;
 - (2) If the expense is incurred outside the Member's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
 - (3) Employment-Related Dependent Care Expenses of a Member shall not include amounts paid or incurred to a child of such Member who is under the age of 19 or to an individual who is a dependent of such Member or such Member's Spouse.
- (e) "Highly Compensated Employee" means an Employee who is a highly compensated employee within the meaning of Code Section 414(q) and the Treasury regulations thereunder.
- (f) "Qualifying Dependent" means, for Dependent Care Assistance Program purposes,
- (1) a Dependent of a Member who is a qualifying child within the meaning of Code section 152, who has not attained age 13;
 - (2) a Dependent or the Spouse of a Member who is physically or mentally incapable of self-care and who has the same principal place of abode as the Member for more than one-half of the taxable year; or
 - (3) a Child (as defined in Code section 151(c)(3)) of a Member who is the custodial parent (as defined in proposed IRS regulation §1-21-1(b)(5) for a child who has not attained age 13 or is physically or mentally incapable of self-care, who receives over one-half of his support during the calendar year from one or both parents who are divorced or legally separated (as defined in proposed IRS regulation §1-21-1(b)(5)) and is in the custody of one or both parents for more than one-half of the calendar year.
- (g) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Assistance Program.

7.3 DEPENDENT CARE ASSISTANCE ACCOUNTS

The Administrator shall establish a Dependent Care Assistance Account for each Member who elects to apply Salary Redirection Dollars to Dependent Care Assistance Program Benefits.

7.4 INCREASE IN DEPENDENT CARE ASSISTANCE ACCOUNTS

A Member's Dependent Care Assistance Account shall be increased each pay period by the

portion of Salary Redirection Dollars that the Member has elected to apply toward his Dependent Care Assistance Account pursuant to elections made under Article V hereof.

7.5 DECREASE IN DEPENDENT CARE ASSISTANCE ACCOUNTS

A Member's Dependent Care Assistance Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Member pursuant to Section 7.11 hereof.

7.6 ALLOWABLE DEPENDENT CARE ASSISTANCE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Member's Dependent Care Assistance Account, a Member who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the funds designated by the Member full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he/she is a Member.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Member and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Member during the prior calendar year.

7.8 FORFEITURES

The amount in a Member's Dependent Care Assistance Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.11 hereof) shall be forfeited and credited to the benefit plan surplus.

7.9 LIMITATION ON PAYMENTS

Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Member's Dependent Care Assistance Account in or on account of any taxable year of the Member shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Member who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

- (a) It is the intent of this Dependent Care Assistance Program that contributions or benefits not discriminate in favor of Highly Compensated Employees or their Dependents, as prohibited by Code Section 129(d).
- (b) If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Employees defined under Section 7.2(e) or to principal shareholders or owners as set forth in this Section, it may, but shall not be required to, reject any elections or reduce contributions on non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Assistance Account by the Highly Compensated Employee that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the

amount designated for the account equals the amount designated for the account of the Highly Compensated Employee who has elected the second highest contribution to the Dependent Care Assistance Account for the Plan Year.

This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Member by virtue of any administrative act under this paragraph shall be forfeited.

7.11 DEPENDENT CARE ASSISTANCE PROGRAM CLAIMS

The Administrator shall direct the payment of all such Dependent Care Assistance claims to the Member upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such expense. In addition, the Administrator may require that each Member who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Member, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Member;
- (d) If the services are being performed by a child of the member, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Member's household;
- (g) If the services were being performed in a day care center, a statement that:
 - (1) the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) the amount of fee paid to the provider.
- (h) If the Member is married, a statement that:
 - (1) the Spouse's salary or wages if he is employed, or
 - (2) if the Member's Spouse is not employed, a statement that:
 - (i) they are incapacitated, or
 - (ii) they are a full-time student attending an educational institution and the months during the year which he attended such institution.
- (i) If a Member fails to submit a claim within the 60 day period immediately following the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII CLAIMS APPEALS

8.1 CLAIM FOR BENEFITS

- (a) Any claim for Benefits underwritten by an Insurance contract shall be made to the Insurer. If the Insurer denies any claim, the Member or beneficiary shall follow the Insurer's claims review procedure. Any other claim for Benefits shall be made to the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Member or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim.

If the Administrator does not notify the Member of the denial of the claim within the 90-day period specified above, then the claim shall be deemed denied. The notice of a denial of claims shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (b) Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (c) A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt.

The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, within specific references to the pertinent Plan provisions on which the decision is based.

- (d) Any balance remaining in the Participant's Health Care Reimbursement Fund or Dependent Care Assistance Account as of the end of each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Member had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid.

If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Member

to incur a qualified expense or seek reimbursement in a timely manner may be used to defray any administrative costs and experience losses.

8.3 NONASSIGNABILITY OF RIGHTS

The right of any Member to receive any reimbursement under the Plan shall not be alienable by the Member by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To assist in answering all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available under the Plan;
- (f) To approve reimbursement requests and to authorize the payment of benefits; and
- (g) To provide any such services as necessary, authorized by the Board of Education.

Any procedure, discretionary act, input or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Member, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer

determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INSURANCE OF ADMINISTRATOR

Genesee Valley BOCES agrees to issue and to defend to the fuller extent permitted by law any Employee serving as the Administrator (including any Employee or former Employee who previously served as Administrator) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT OR TERMINATION OF PLAN

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or member. No amendment shall have the effect of modifying any benefit election of any member in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statute or regulations.

10.2 TERMINATION

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made.

No further additions shall be made to the Health Care Reimbursement Fund or Dependent Care Assistance Account, but all payments from such fund shall continue to be made according to the elections in effect until the end of the Plan Year in which the Plan termination occurs (and for a reasonable period of time thereafter, if required for filing of claims), or until the balances of all accounts have been reduced to zero, whichever occurs first. Any amounts remaining in any such fund or accounts as the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory

manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.13.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender they shall be construed as though they were also used in another gender in all cases where they would so apply, and wherever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employee who participates in the Plan.

11.5 MEMBER'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Member or to be a consideration or an inducement for the employment of any Member or Employee. Nothing contained in this Plan shall be deemed to give any member or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Member or Employee at any time regardless of the effect which such discharge shall have upon him as a Member of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Member under the Plan will be excludable from the Member's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Member. It shall be the obligation of each Member to determine whether each payment under the Plan is excludable from the Member's gross income for federal and state income tax purposes, and to notify the Employer if the member has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Member receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Member shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Member would have owed if the payments or reimbursements had been made to the

Member as regular cash compensation, plus the Member's share of any Social Security that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Member.

11.9 FUNDING

All employee contributions will be segregated in the Wyoming Central School District Trust and Agency Fund and will be invested as authorized by law.

11.10 OTHER SALARY-RELATED PLANS

It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Plan. Any contributions or benefits under such other plans with respect to a Member shall, to the extent permitted by law and not otherwise provided for in such other plan, be based on his or her total compensation from the Employer, including any amounts by which his or her salary or wages may be reduced pursuant to the provisions of Section 3.1.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of New York.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each member will be entitled to continuation coverage as prescribed in Code Section 4980B.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day

of _____, 20 ____.

Wyoming Central School District

By: _____
Employer Signature

Title: _____

Wyoming Central School District Policy Audit Summary Chart July 2024

Important information about this Policy Audit:

- This chart corresponds to the accompanying packet of policies that explains recommended revisions and newly recommended policies based on changes in federal and state law and various guidance documents.
- Standard revisions are shown with different colored text (red - ~~deleted language~~, blue - new language, green - moved language) within the current policy and the rationale for the revisions are shown in the "Recommended Revisions" column in chart below.
- It is important that anyone reviewing this audit have both the packet of policies and this chart so they can see why changes were made to current policies or why new policies were included for review.
- As always, the district has the opportunity to accept the revisions as recommended, make any necessary edits, or reject the recommended revisions. **Please return this chart with the completed policy audit and the information filled in below (accepted "as is", accepted with revisions, did not adopt, adoption/deletion/revision date).**

Number	Title of Policy	Recommended Revisions for the School District Policy Audit	Adopted "as is"; place X here	See revisions made by District	Did not adopt	Adoption/ Deletion/ Revision Date
1000						
1640	Absentee, Military, and Early Mail Ballots	By Laws Now titled "Absentee, Military, and Early Mail Ballots." Revised in response to the New York Early Mail Voter Act, which created a process to allow New York State voters the opportunity to vote early by mail, in advance of an election day, closely mirroring the existing absentee voter process. As part of the New York Early Mail Voter Act, several sections were added to the Education Law: Section 2018-e, which applies to districts that provide for the personal registration of voters; and Section 2018-f, which applies to districts that utilize poll lists. There has been a legal challenge to the constitutionality of the legislation, but, as of now, the law has been upheld as constitutional.				
5000						
5574	Medicaid Compliance Program	Non-Instructional Business Operations Required policy if the district has received or should reasonably expect to receive at least \$1,000,000 in any consecutive 12-month period, directly, or indirectly, from the Medicaid program. Revised in response to the Office of Medicaid Inspector General (OMIG) adding new subpart 18 NYCRR Part 521 to require providers to establish and maintain more detailed compliance programs. (This policy was included because it was previously adopted by the District. If the District chooses to keep the policy it is recommended that you adopt the updated version included in the audit).				
6000						
6190	Workplace Violence Prevention Policy Statement	Personnel In December 2023, Policy Services released new sample policy 6190, Workplace Violence Prevention Policy Statement, in response to amendments to Labor Law Section 27-b. Subsequent to the release of this new sample policy, the New York State Department of Labor (NYS DOL) released updated resources on workplace violence prevention. In response, Policy Services has revised sample policy 6190 to incorporate the latest terminology and recommendations located in the policy statement located on page twelve of the NYSDOL's Workplace Violence Program General Template.				

6212.1	Incidental Teaching	Revised to reflect the process for approval of incidental teaching assignments in districts. Currently, the District Superintendent is responsible for the approval of incidental teaching assignments. Districts should contact their local BOCES for information on requesting approval. Districts that are not a member of a BOCES should process applications through the nearest BOCES District Superintendent, or in the case of New York City public schools, through the Chancellor of the NYC Department of Education.					
6214	Professional Staff: Separation	While reviewing the WCSD Policy Manual, this policy was included in the audit based on the date of the last adoption. The language in the sample Erie 1 BOCES policy was updated since 2001, and this updated language has been included for the BOE to review and consider.					
7000	Students						
7350	Corporal Punishment/Emergency Interventions	Required policy. Customization required. Now titled "Timeout and Physical Restraint." Revised in response to amendments to the Commissioner of Education's regulations relating to the prohibition of corporal punishment, aversive interventions, prone restraint, and seclusion, as well as the authorized limited use of timeout and physical restraint. The amendments significantly revised existing regulations in several ways. For example, now, every district - not just those that use a timeout room as part of their behavior management approach - must adopt a written policy that establishes administrative practices and procedures regarding the use of timeout and physical restraint. This policy must include certain provisions outlined in law.					
7470	Student Voter Registration and Pre-Registration	Revised in light of amendments to Election Law Section 5-507, which added language requiring districts to develop policies and procedures for providing access to voter registration and preregistration applications, assistance with filing those applications, and information to students of New York State's requirements for voter registration and pre-registration.					
7513	Medication and Personal Care Items	Revised in response to an amendment to the Public Health Law which added new Section 3000-e, to permit, but not require, districts to purchase, acquire, possess, and use rescue inhaler treatment devices for emergency treatment of a person appearing to experience asthmatic or other respiratory disease symptoms. Other minor revisions were made to the policy for clarity and consistency.					
7521	Students with Life-Threatening Health Conditions	Education Law Section 921-a permits districts to maintain epinephrine auto-injectors (EpiPens) for use during an emergency, even if the individual suffering from the allergic reaction has no previous history of severe allergic reaction. Policy 7521 was revised in response to amendments to Education Law Section 921-a which added new language stating that districts that maintain EpiPens on-site must provide all teachers with written informational material created and approved by the Commissioner of Health on using epinephrine auto-injectors.					
7530	Child Abuse and Maltreatment	Revised in response to an amendment to Education Law Section 1125 which changed the definition of "child abuse" to include the use of corporal punishment. In response to this amendment, the definitions section concerning child abuse in an educational setting of the policy was revised to reflect the amended definition of "child abuse" to now include the use of corporal punishment.					