

MEMORANDUM OF AGREEMENT
by and between
Sauquoit Valley Central School District and
Sauquoit Valley Teachers Association

Agreement dated the ___th day of ___ 2025, by and between The Sauquoit Valley Central School District (“District”) and the Sauquoit Valley Teachers Association (“SVTA”) (collectively referred to as the “Parties”).

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2027; and,

WHEREAS, the district has elected to create the position entitled “Reading Intervention Coordinator;” and,

WHEREAS, the parties wish to clarify the responsibilities and terms and conditions of employment of the Reading Intervention Coordinator.

NOW, THEREFORE, the parties agree as follows:

1. In addition to their normal duties, the employee appointed as the Reading Intervention Coordinator will perform additional duties, including:

Instructional Leadership & MTSS Oversight

- Help manage the MTSS processes for reading curriculum, instruction, and assessment; including universal screening, progress monitoring, and intervention delivery for students in grades K-6.
- Help lead data analysis meetings and coach teachers on using student data to adjust reading instruction at Tier 1 (core), Tier 2 (targeted), and Tier 3 (intensive) levels.
- Facilitate professional development in evidence-based reading instruction and culturally responsive literacy strategies.
- Support both the monitoring of intervention fidelity in the classrooms and the delivery of reading interventions to ensure they’re being implemented with integrity
- Ensure the intervention inventory continues to include interventions that are aligned to standards, evidence-based, and aligned with current students’ needs.

Parent & Family Engagement

- Build strong two-way, meaningful partnerships with families—providing timely Title I updates, gathering feedback, and co-developing reading supports and school-parent compacts.
- Empower parents through workshops, home-reading strategies, and resources that support literacy development at home.
- Coordinate with school committees on reading initiatives, ensuring parent input on Title I reading funds and program improvements.
- Ensure compliance with Title I mandates per District Policy 1040, including the annual Title I Parent Meeting, required notifications, and annual review of the Title I program and policy

2. The Reading Intervention Coordinator shall receive a stipend of four-thousand dollars (\$4,000) for their service.
3. The Reading Intervention Coordinator reports to the Director of Instructional Services. This position shall be posted and appointed on an annual basis.
4. The Reading Intervention Coordinator shall receive up to five (5) full-days of release time per school year to execute their duties as assigned. Days may be taken in half-day increments. Requests for release time should be made to the building principal at least one week in advance, whenever possible.
5. By their signatures below, the parties indicate their voluntary consent to the establishment of the Reading Intervention Coordinator position under the terms and conditions noted herein.
6. This Memorandum of Agreement will become effective upon the date of its ratification by the respective parties.
7. All terms and conditions of the Collective Bargaining Agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the Collective Bargaining Agreement and shall not set any precedent or practice regarding any aspect of the Agreement.
8. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement. Such enforcement proceeding shall be initiated by the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.
9. In the event there is a dispute as to the interpretation or application of this Memorandum of Agreement, said dispute shall be resolved using the parties negotiated grievance procedure.
10. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

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

Date

David Stayton, Superintendent of Schools

Date

Michelle Babbie, SVTA President

DISCLOSURE OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (“APPR”)
DATA TO PARENTS/LEGAL GUARDIANS

I. Statement of Policy

- A. New York State law allows parents and legal guardians of a student to request the composite effectiveness scores and final quality ratings of teachers and principals to which the student is assigned for the current school year.
- B. Upon request, the Sauquoit Valley Central School District (the District) will release to parents/legal guardians the final quality ratings and composite effectiveness scores for teachers and principals to which their student is currently assigned. However, pursuant to law, annual professional performance reviews of individual teachers and principals shall not be subject to disclosure under the Freedom of Information Law (“FOIL”).
- C. The District’s requirement to disclose this information is limited to only those teachers and principals subject to the evaluation requirements of Education Law § 3012-e.

II. Procedure for Handling Parent/Legal Guardian Request for Composite Scores

- A. The District will designate one or more officials to oversee the release of such information and to review same, whether by phone or in person.
- B. Parents/legal guardians may receive scores by phone or in person.
- C. When a request for this information is received, reasonable efforts will be made to verify that it is a bona fide request by a parent/legal guardian who is entitled to review the data.
- D. Requests for such information must be confirmed in writing, on the attached form (Regulation 1200.1), and submitted to the appropriate school’s main office of the student’s current school building. A separate form must be filled out for each student requested. **Requests for the building principal’s score must also be filled out on a separate form (Regulation 1200.2) and submitted to the Superintendent’s office.**
- E. Upon receipt of the written request, an appointment will be scheduled with the appropriate designated official for the purpose of reviewing the requested information, by phone or in person.
- F. Upon request, parents/legal guardians will receive an oral explanation of the composite effectiveness scoring ranges for final quality ratings and be offered the opportunity to understand such scores in the context of teacher evaluation and student performance. The District may accomplish this by referring the parent or legal guardian to the District’s APPR plan that is posted online.

III. Notice

The District will provide conspicuous notice to parents/legal guardians of their right to obtain such information and the methods by which the data can be obtained. Such notice may be posted on the

POLICY

COMMUNITY RELATIONS

1200

DISCLOSURE OF ANNUAL PROFESSIONAL PERFORMANCE REVIEW (“APPR”)
DATA TO PARENTS/LEGAL GUARDIANS

District’s website or in other publications where annual notices are posted, such as the District calendar.

Sauquoit Valley Central School District
Legal Ref: NYS Education Law §3012-e; 8 NYCRR 100.2
Adopted: 12/3/13
Revised: 8/26/25

Regulation

COMMUNITY RELATIONS

1200.1

PARENT/LEGAL GUARDIAN REQUEST FORM
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)
TOTAL COMPOSITE SCORE (TEACHER)

New York State law allows parents and legal guardians of a student to request the composite effectiveness scores and final quality ratings of teachers to which the student is assigned for the current school year. To request this information about your child's current teacher please complete this form and submit it to the Main Office of your student's school building. It is the obligation of the District to verify all information provided in this request.

Student Name: _____ Date of Birth: _____

Parent/Guardian Name: _____

If not parent/legal guardian for this child, please explain your relationship with the child: _____

Address: _____

Phone Number: _____

Teacher(s) Whose Score I am Requesting:

I attest that I am the parent or legal guardian of the above-mentioned student and that I am requesting this score for my own personal interest and use. I further attest that I will not share this information.

Signed:

Parent/Guardian

Date

FOR OFFICE USE ONLY:

Form received in person by: _____ Date: _____

ID confirmed & verified by: _____ Date: _____

Appointment to review information scheduled with: _____

Date: _____ (Circle one) Via Phone or In Person

REGULATION

COMMUNITY RELATIONS

1200.1

PARENT/LEGAL GUARDIAN REQUEST FORM
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)
TOTAL COMPOSITE SCORE (TEACHER)

Sauquoit Valley Central School District

Approved by the Superintendent: 12/03/13, 8/26/25

Regulation

COMMUNITY RELATIONS

1200.2

PARENT/LEGAL GUARDIAN REQUEST FORM
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)
TOTAL COMPOSITE SCORE (PRINCIPAL)

New York State law allows parents and legal guardians of a student to request the composite effectiveness scores and final quality ratings of principals to which the student is assigned for the current school year. To request this information about your child's current principal please complete this form and submit it to the Superintendent's Office. It is the obligation of the District to verify all information provided in this request.

Student Name: _____ Date of Birth: _____

Parent/Guardian Name: _____

If not parent/legal guardian for this child, please explain your relationship with the child: _____

Address: _____

Phone Number: _____

Principal Whose Score I am Requesting: _____

I attest that I am the parent or legal guardian of the above-mentioned student and that I am requesting this score for my own personal interest and use. I further attest that I will not share this information.

Signed:

Parent/Guardian

Date

FOR OFFICE USE ONLY:

Form received in person by: _____ Date: _____

ID confirmed & verified by: _____ Date: _____

Appointment to review information scheduled with: _____

Date: _____ (Circle one) Via Phone or In Person

Sauquoit Valley Central School District

Approved by the Superintendent: 12/3/13, 10/21/14, 8/26/25

INVESTMENT POLICY

I. Statement of Policy

Funds held by the Sauquoit Valley Central School District (the District) that are in excess of the amount required to meet short term cash flow needs, and are not otherwise encumbered, shall be invested to provide the District with the best rate of return available without exposing the principal to an unreasonable risk of loss.

All investments made on behalf of the District shall comply with the requirements of all applicable federal and state laws, including Education Law, General Municipal Law, and Local Finance Law.

II. Authority to Invest District Funds

As permitted by Section 11 of the General Municipal Law, the Board of Education (the Board) authorizes the Superintendent or designee, as an officer having custody of the District's funds, to invest the District's funds in a manner consistent with this Policy.

III. Standards for Selecting Investments

A. Prudence

All participants in the investment process shall act as custodians of the public trust and shall avoid any transaction that might impair public confidence in the District. They shall make investment decisions with the judgment and care exercised by a reasonably prudent person in the conduct of their own affairs.

B. Conflict Avoidance

All participants in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

C. Diversification

Investments of District funds, including bank deposits, are to be diversified in terms of the type of investments made, the maturity dates of investments, and the choice of financial institution or broker to place or hold the investment.

D. Permitted Investments

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INVESTMENT POLICY

Consistent with the other provisions of this Policy, the Superintendent or designee may invest funds in the following ways, including but not limited to:

1. Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York;
2. deposits or certificates of deposit Through a Deposit Placement Program, certificates of deposit in one or more “banking institutions”, as defined in Banking Law Section 9-r;
3. obligations of the United States of America;
4. obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
5. obligations of the State of New York;
6. certificates of deposits purchased by a bank or trust company in the manner described in, and meeting all the conditions of Section 11(2)(a)(2) of the General Municipal Law; and
7. obligations of this local government, but only with any moneys in a reserve fund established pursuant to General Municipal Law Sections 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

E. Assured Availability

All investment obligations shall be payable or redeemable at the option of the District within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the District within two (2) years of the date of purchase.

IV. Collateralization of Certain Investments

Investments in the form of special time deposits and certificates of deposit shall be collateralized as provided in accordance with General Municipal Law Section 103 governing District deposits.

V. Purchase and Custody of Investments

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INVESTMENT POLICY

A. Purchase of Investment Assets

The Superintendent or designee is authorized to contract for the purchase of investments

1. directly, including through a repurchase agreement, from an authorized trading partner;
2. by participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the Board; or
3. by using an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Board.

B. Custody of Investment Assets

All purchased obligations, unless registered or inscribed in the name of the District, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the District by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

C. Segregation of Investment Assets

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for the District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the District a perfected interest in the securities.

VI. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

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INVESTMENT POLICY

1. All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
2. Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
3. Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
4. No substitution of securities will be allowed.
5. The custodian shall be a party other than the trading partner.

VII. Authorized Financial Institutions and Dealers

A. Preparation and Review of List

The Superintendent or designee is responsible for maintaining a list of depositories, trading partners, and custodians whose financial position and record of operations warrants their use by the District. At least once each year, the Board shall review the list with the Superintendent to adopt a list of approved financial institutions and firms, and designate a limit to the amount of investment to be made with each one.

B. Requirements

All financial institutions in which the District does business must be creditworthy. Banks must agree to provide their most recent Consolidated Report of Condition (Call Report) at the request of the District. Security dealers not affiliated with a bank must be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers.

VIII. Annual Board Review of Policy

The Board shall review this Policy each year and note that review in the minutes of the meeting at which it occurs.

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INVESTMENT POLICY

Sauquoit Valley Central School District

Legal Ref: NYS Education Law §§1709, 1723-a, 1084 and 3652; NYS Finance Law §§24.00, 25 and 165; General Municipal Law, §§6-d, 6-j, 6-l, 6-n, 6-p, 10, 11 and 39, Article 3-A, Article 5-g.

Adopted: 09/27/94

Revised: 08/17/04, 10/30/07, 1/28/25

Regulation

FISCAL MANAGEMENT

4502.1

PROCUREMENT OF GOODS AND SERVICES QUOTE FORM

Quote Number _____ (of 3 required)

Vendor/Company Name: _____

Phone #: _____ Date Contacted: _____

Person giving quote: _____

Item description: _____

Will item be used for instructional purposes? _____ Yes _____ No

If yes, please detail alternative instructional formats available from your company for students with disabilities:

Delivered price: _____
(Include labor and mileage, if applicable.)

Delivery Date: _____

Period of time quoted price is in effect: _____

Quote received by: _____

Department: _____

Sauquoit Valley Central School District
Adopted: 08/04/92
Revised: 08/17/04, 10/30/07
Rescinded: 8/26/25
Approved by the Superintendent: 8/26/25

INVENTORY, ACCOUNTING OF FIXED ASSETS, AND TRACKING

I. Statement of Policy

The Superintendent or designee shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System for Accounts for School Districts and GASB Statement 34 Regulations. These accounts will serve to:

- A. Maintain a physical inventory of assets;
- B. Establish accountability;
- C. Determine replacement costs; and
- D. Provide appropriate insurance coverage.

II. Fixed Assets

- A. Fixed assets with a minimum value established by the District that have a useful life of one (1) year or more and physical characteristics not appreciably affected by the use of consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, equipment, and materials.
- B. The Board shall establish a dollar threshold as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least eighty percent (80%) of the value of all assets is reported. However, it is recommended that such threshold shall not be greater than \$5,000. The current threshold for assets to be depreciated is \$1,000. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.
- C. Fixed assets acquired having a value equal to or greater than the established threshold are considered depreciable assets and shall be inventoried for the purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the New York State Comptroller's Office or the IRS.

III. Inventory of Assets

- A. The Superintendent or designee shall arrange for an appraisal and physical inventory of District property, equipment, and material as deemed necessary. Any discrepancies between an inventory and District property records on file should be traced and explained.
- B. Inventory of equipment to include instructional equipment shall be maintained. All items that have a life expectancy of five (5) years or longer shall be included in the inventory, with the exception of equipment permanently fixed in a building such as

INVENTORY, ACCOUNTING OF FIXED ASSETS, AND TRACKING

heaters or lockers.

- C. Assets shall be recorded at initial cost or, if not available, at estimated initial costs; gifts or fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

1. Date of acquisition;
2. Description;
3. Cost or value;
4. Location;
5. Asset type;
6. Estimated useful life;
7. Replacement cost;
8. Current value;
9. Salvage value;
10. Date and method of disposition;
11. Responsible official.

- D. An inventory of supplies which are warehoused shall be maintained separately for instructional, cafeteria, maintenance, and transportation departments.

IV. Equipment Purchased Using Federal Grant Funds Including Title I Equipment

- A. All equipment purchased with Federal Title I Funds shall be identified as "Title I" on the inventory tag and in the inventory list.
- B. When original or replacement equipment acquired under a federal grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
1. Items of equipment with a current unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
 2. Items of equipment with a current per unit fair market value in excess of five thousand dollars (\$5,000.00) may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
 3. In cases where the District fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and

INVENTORY, ACCOUNTING OF FIXED ASSETS, AND TRACKING

disposition actions. No federal approval is necessary to dispose of equipment costing over five thousand dollars (\$5,000.00), but for sub-grantees NYSED approval is necessary. Once NYSED has determined that it has no other need for the use of the equipment, sub-grantees are free to proceed with the sale of the equipment.

V. Leases

- A. GASB 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.
- B. GASB 87 defines a lease as a contract that conveys control or the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction. This can include, but is not limited to, buildings, land, vehicles, and equipment.
- C. Any contract meeting the definition of a lease in which the District is either a Lessee or Lessor shall be accounted for under the applicable rules and guidance of GASB 87, unless specifically excluded.

VI. Borrowing of Assets

District property, supplies, equipment, and tools may not be borrowed or used for personal projects or private gains.

The District shall comply with all applicable state and federal regulations related to this Policy, including but not limited to Uniform Grant Guidance which governs the use, management, and disposition of all equipment acquired through a federal grant.

VII. Equipment Purchased with Extra Classroom Funds

All equipment acquired with extra classroom activity funds will reside with the District and be carried as an insurable asset on its list of insurable values. This equipment will be tagged as District property but available for exclusive use by the classroom activity club acquiring it.

Sauquoit Valley Central School District

Legal Ref: NYS Education Law § 2116-a; Uniform Grant Guidance (2 CFR 200); GASB 34; GASB 87; EDGAR Part 80.32 and 80.36

Adopted: 04/27/10

Revised: 8/26/25

DISTRICT CELL PHONE USE

I. Statement of Policy

Sauquoit Valley Central School District (the District) cell phones may be issued to the following positions or functions:

- Superintendent of Schools
- Assistant Superintendent for Curriculum & Instruction
- Business Official
- Superintendent of Buildings and Grounds
- Transportation Supervisor (5)
- Building Principals (3)
- Athletic Director (3)

II. Use of District Cell Phone(s)

Employees may use school issued cell phones in accordance with the employee's specific job duties or in furtherance of official District business.

III. Personal Use of District Cell Phone(s)

Cell phones assigned to employees are not meant to be "personal family cell phones." However, contact with a family member or other personal contacts may be necessary from time-to-time using a cell phone assigned by the District.

IV. Motor Vehicle Compliance

Employees must follow laws and regulations regarding cell phone use while operating a motor vehicle.

Sauquoit Valley Central School District

Adopted: 03/28/06

Readopted: 10/30/07

Revised: 8/26/25

Policy

FISCAL MANAGEMENT

4508

MEALS AND REFRESHMENTS

I. Statement of Policy

- A. The Board of Education (the Board) recognizes that from time to time it may be appropriate to provide meals or refreshments at Sauquoit Valley Central School District (the District) meetings or events, which are being held for an educational or business purpose. The provision of meals or refreshments in such situations may serve to foster a positive work environment, enhance collegiality and increase efficiency during the normal working day.
- B. Permissible meal and/or refreshment expenditures include, but are not limited to, activities such as staff orientation and staff development days, staff and Board recognition programs, committees or working groups whose duties extend through a meal hour or beyond the normal working day, and other specific circumstances under which working through the meal period is advantageous to the District.

II. Expenditures

- A. When meals or refreshments are ordered, the person making the request shall indicate the date, time and purpose of the meeting.
- B. Any expenditure made for such meals or refreshments should be properly documented with a receipt, itemized whenever possible, and submitted to the District's business office for the purposes of audit and possible reimbursement.

III. Reimbursement

Reimbursement for meals related to travel and/or attendance at staff development programs shall be regulated by the District's policy and procedures pertaining to Expense Reimbursement.

Sauquoit Valley Central School District

Legal Ref: Op. St. Comp. 83-57; 72-175

Cross Ref: 4602 (former 4036), Expense Reimbursements

Adopted: 03/28/06

Readopted: 10/30/07

Revised: 8/26/25

Commented [A1]: If renumbering recommendation is not approved by the Board, keep 4036.

EXPENSE REIMBURSEMENTS

I. Statement of Policy

The Sauquoit Valley Central School District (the District) authorizes necessary and reasonable expenditures and reimbursement thereof to members of the school staff authorized for such travel by the Superintendent. Such expenses may be incurred and approved in line with budgetary allocations for specific expenses.

District staff who incur expenses in carrying out authorized duties will be reimbursed upon submission of a properly filled-out and approved voucher and such supporting receipts as required by the business office.

II. Mileage

Mileage for use of a personal vehicle for official purposes will be paid at the IRS rate.

Policy

FISCAL MANAGEMENT

4800.1

PURCHASE OF GIFTS FOR RETIREES

The Board of Education approves the purchase of gifts for retiring staff members and outgoing members of the Board in an amount not to exceed \$100.00 per gift.

Sauquoit Valley Central School District

Adopted: 06/26/2007

Readopted: 10/30/07

Revised: 8/26/25

AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services (“BOCES”), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Sauquoit Valley Central School District (“DISTRICT”), with its principal business address at 2601 Oneida St., Sauquoit, New York 13456

RECITALS

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

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

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

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

COVENANTS

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

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2025, and shall extend through and including June 30, 2026.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$170.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

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

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

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

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:
 - (a) **If to DISTRICT:**
Mr. David Stayton, Superintendent of Schools
Sauquoit Valley Central School District
2601 Oneida Street
Sauquoit, NY 13456

 - (b) **If to BOCES:**
Mr. Scott Budelmann, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

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

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

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

For the DISTRICT

Date

For the BOCES

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

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

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date

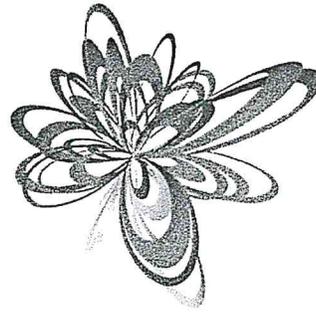
CERTIFICATION BY BOCES BOARD CLERK

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

SIGNATURE OF BOCES BOARD CLERK

Date

ASHLEY MCGRAW



August 18, 2025

Mr. David Stayton
Superintendent of Schools
Sauquoit Valley Central School District
2601 Oneida Street
Sauquoit, New York 13456

Re: AM Project No. 25022
2025-2026 Capital Outlay Project Bid

Dear Mr. Stayton:

Bids for the 2025-2026 Capital Outlay Project General Contract Bid were received on Augst 5, 2025, at the Sauquoit Valley High School Library in Sauquoit Valley, NY. A copy of the bid tabulation sheet is enclosed for your information. A total of three (3) bids were received for the proposed single prime contract.

Table 1: Summary of Bids

	Lowest Bidder Beebe Construction	2nd Lowest Bidder Pike Construction	3rd Lowest Bidder ZeroDraft of CNY
Bid Amount	\$53,200.00	\$79,500.00	\$90,000.00

The Bid Amount includes selected alternate, GC-1. As identified in Table 1, Beebe Construction is the apparent low bidder.

Ashley McGraw has reviewed the bids as submitted, and has contacted the apparent low bidder to perform a "de-scoping" of their bid. De-scoping involves reviewing the bid forms for accuracy, confirming addenda were received and understood, review of bid security, checking past experience, and a general review of the scope of work to be performed. This is done so that the District ultimately awards the contract to the lowest responsible bidder.

Following the de-scoping process, we are able to provide this letter of recommendation for the following contractor.

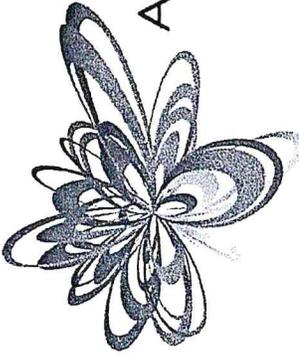
Contract	Contractor	Amount (including Alternates)
General:	Beebe Construction	\$53,200.00

If you have any questions, please do not hesitate to give me a call.

Very truly yours,
Ashley McGraw Architects, D.P.C.

Jennifer Picciano

cc: Charles Cowen, Nicholas Signorelli, File



ASHLEY MCGRAW

Tabulation of Bids for GC

Bid Date	Bidder	Bid Bond Attached	Addenda Acknowledged	Iranian Divestment	Noncollusive Bid Cert	ALTERNATES			Total Bid Including ACCEPTED Alternates
						Number	GC-1		
Tuesday, August 5, 2025						Add or Deduct	ADD		
Suaquoit Valley CSD 2025-2026 Capital Outlay Project						Acceptance Status	ACCEPTED		
						Description	Doors 313A, 416, and 418		
						Base Bid			
ZeroDraft of CNY		X	X	X	X	70,000.00	20,000.00	\$	90,000.00
Pike Construction		X	X	X	X	61,500.00	18,000.00	\$	79,500.00
Beebe Construction		X	X	X	X	40,400.00	12,800.00	\$	53,200.00