

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
AND
DAVID STAYTON**

THIS AGREEMENT, made this 1st day of July, 2026, by and between THE BOARD OF EDUCATION OF THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT, Oneida County, New York (hereinafter, the "Board") and DAVID STAYTON, residing at 2681 Mohawk Street, Sauquoit, New York 13456 (hereinafter, the "Superintendent").

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the Sauquoit Valley Central School District (the "District") upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted the Board's offer of employment upon the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I
TERM OF EMPLOYMENT AND WORK YEAR**

1. The Superintendent's term of employment shall be for five (5) years, commencing on July 1, 2026 and terminating on June 30, 2031, unless further extended or sooner terminated as hereinafter provided.
2. The Superintendent's work year shall be 12 months.
3. On or before March 1, 2027, and March 1 of each subsequent year of this Agreement, the Superintendent may request that the Board extend the term of this Agreement and/or approve any salary increase or other modification of the Agreement for the upcoming school year. Upon such request, by June 30 of each school year, the Board shall notify the Superintendent whether it intends to extend his employment for an additional year. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.

4. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

ARTICLE II

DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT AND BOARD

1. The Superintendent shall be the Chief Administrative Officer of the District and shall perform all of the duties as are customarily and generally associated with the position of Superintendent of Schools as more particularly set forth in the laws of the State of New York, including, though not limited to, Education Law Section 1711, the regulations and rules of the New York State Commissioner of Education and Board of Regents, Title 8 NYCRR and the policies, rules and regulations of this District as presently or hereafter in effect, and shall be responsible to the Board.
2. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority, right and responsibility to:
 - a. subject to Board approval, organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner, which in the Superintendent's judgment best serves the District;
 - b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;
 - c. supervise and direct associate, assistant and other superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District; and
 - d. transfer teachers from one school to another, or from grade of a course of study to another grade in such course.
3. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that:
 - a. the Board shall not adopt any policy, by law or regulation which impairs or reduces the duties and authority specified above; and
 - b. all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

4. During the term of this agreement and any renewal thereof, the Superintendent shall devote his entire time, attention and energies to the position of Superintendent of Schools and shall not be engaged in any work or employment incompatible with the full and proper conduct of his duties as such.
5. As a condition of employment, the Superintendent shall possess and maintain throughout the term of this Agreement a valid certificate to act as a Superintendent of Schools in the State of New York and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this Agreement and of the employment of the Superintendent.
6. The parties recognize the provisions of Education Law §1711.2.a. which provides that the Superintendent shall have the right to speak on all matters before the Board of Education. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing the Superintendent's performance or compensation.
7. The Superintendent shall notify the Board of any matter that may have an adverse effect upon the fiscal or efficient operation of the District. Such notice shall be provided on or before the next regularly scheduled meeting of the Board following the Superintendent's receipt of such knowledge.
8. Consistent with and pursuant to Education Law § 211 – B (5)(a) the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

ARTICLE III COMPENSATION

1. The Superintendent shall be paid, as salary, on an annual basis, for the period of July 1, through June 30. Throughout the term of this Agreement, the Superintendent's base salary shall increase by four and one quarter percent (4.25%) each year, effective as of July 1 of each year of the Agreement.
2. Such compensation shall be paid to the Superintendent on the days established by the Board of Education for the payment of employees' salaries and shall be subject to the provisions and requirements of Article 11 of the Education Law of the State of New York, relative to the State Teachers' Retirement System.

ARTICLE IV ANNUAL GOALS, OBJECTIVES AND EVALUATION

1. The Superintendent shall meet with the Board to jointly develop goals, objectives and

criteria for the Superintendent and the District. Within three months of the commencement of this Agreement, and thereafter by September 10th of each school year, the Superintendent shall furnish the Board with a memorandum setting forth those mutually agreed upon areas within which the Superintendent is to concentrate his efforts during the ensuing year, including a statement of the goals and objectives to be achieved during the year, together with criteria for evaluating such performance. This process to determine goals, objectives and evaluation criteria shall be continued from year to year, taking place during July and August, unless otherwise agreed by the parties.

2. The achievements obtained in the specified areas shall be an important criteria in the Board's annual evaluation of the Superintendent's job performance in the following year. However, it is understood and agreed that, notwithstanding the mutually designated areas of concentration, the Superintendent is, and shall be, responsible for the District's entire educational process.
3. During the fall semester, the Board shall meet and confer with the Superintendent at a designated executive session portion of a Board meeting to engage in general discussions and an oral evaluation with the Superintendent concerning performance to date and future goals and expectations. The results of this discussion shall be reduced to writing by the Superintendent and serve as a basis for continuing observation and discussion throughout the remainder of the school year.
4. The Board shall conduct a formal evaluation of the Superintendent's performance annually. This evaluation shall be reduced to writing by the Board, and a copy provided to the Superintendent five (5) days prior to the executive session in which it shall be reviewed. The evaluation shall take place with the Superintendent in executive session at a Board meeting to take place no later than March 31 of each contract year wherein overall performance and working relationships shall be taken into account. Thereafter, and within sixty (60) days, unless otherwise initially agreed, a determination shall be made with respect to salary increases and/or changes in other terms, conditions and/or benefits, if any, for the next succeeding school year of the Agreement.

ARTICLE V BENEFITS

A. Sick Leave:

1. The Superintendent has been credited with fifty (50) days of paid sick leave upon hire. These paid sick leave days, if unused, shall not be eligible for payment or "buy out" at any time.
2. Thereafter, beginning July 1, 2024, the Superintendent shall be credited with fifteen (15) days of earned paid sick leave per school year, which shall be credited on July 1 of each school year subject to the limit set forth in Article V(A)(2).

3. Earned sick leave shall be cumulative.

B. Vacation Leave:

1. The Superintendent shall be entitled to twenty (20) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. The Superintendent may also elect to have the district buy back up to seven days.
2. The Superintendent shall be entitled to accumulate up to a maximum of forty (40) days unused vacation leave during the period of his employment with the District. No more than thirty (30) days may be used in any one work year without Board approval. The Superintendent shall notify the Board President in advance whenever more than ten (10) consecutive days of vacation shall be used.

C. Personal Leave:

1. A maximum of four (4) days of paid leave shall be granted to the Superintendent for personal business reasons. One of these days shall be granted by stating "Personal Business" only. The other three (3) days may be granted for reasons listed below or for other reasons acceptable to the Board. Such reasons include:
 - a. Legal matters such as house closing, income tax review, appearances for traffic violations, probating wills, obtaining licenses, compensation hearings.
 - b. Funerals which warrant such attendance.
 - c. Ceremonies such as graduation of a spouse or child; participation in religious ceremonies such as baptism, confirmation, circumcision of child; day of wedding ceremony; honors and awards ceremonies involving the Superintendent or his immediate family.
 - d. Religious observances such as religious holidays of his particular faith not covered in the regular school calendar.
2. Up to two (2) unused personal leave days shall be added to accumulated sick leave, provided that the "Personal Business Only Day" was not used. If this day was used, only one (1) unused personal leave day shall be added to accumulated sick leave.

D. Other Allowable Absences:

1. Other than for personal illness, absences shall be allowed for death in the immediate family (wife, or mother, father, brother, sister, son, daughter, grandchild, grandparent, or in-laws in the same classification); any "serious health condition" in the immediate family inclusive of childbirth in which the family member is under doctor's care. Such absences are not to exceed five (5) days per school year for death in the immediate

family and two (2) days for family illness.

2. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) Any period of incapacity of treatment in connection with or consequent to inpatient care (i.e., and overnight stay) in a hospital, hospice, or residential medical care facility; (2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or (3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care (29 CFR §825.114[a]).

E. Holidays:

During each year of this Agreement the Superintendent shall be entitled to the legal holidays observed by the District.

F. Insurance:

1. Health and Dental Insurance - The Superintendent and his lawful dependents shall be provided health and dental insurance. The District shall pay 90% of the cost of the Superintendent's coverage and 80% of the cost of the dependent coverage through the District's current group health and dental insurance plans.
2. Insurance In Retirement - Upon his retirement from the District after six (6) years of employment by the District (and eligibility for full retirement without penalty in accordance with NYSTRS), the Board shall provide as selected by the Superintendent either single or family health and dental insurance coverage under either an individual or family health insurance plan (based on individual/family status) at the time of retirement or as subsequently modified. Family health and dental insurance coverage shall not be available if the Superintendent's spouse and/or dependents are insured as a result of the Superintendent's spouse's employment by the District. The Superintendent's spouse shall only be eligible for such coverage so long as they remain married and shall only be eligible for single coverage should she survive him. The District's contribution for insurance in retirement shall be according to the following percentages for a single plan: 90% after the Superintendent has been employed by the District for six (6) years. If the family plan is selected, the percentage to be paid by the District shall be reduced by ten percent (10%). This paragraph shall survive the term and be enforceable after the termination of this agreement.
3. Life Insurance. The District shall provide term life insurance for the benefit of the Superintendent in the amount of \$300,000 to \$350,000 at a cost to the District for the premium payments not to exceed \$1,000 per year.

G. Professional Development, Conferences and Association Dues:

The Superintendent may attend appropriate professional meetings at the local, state, and national level (subject to Board approval), the expenses of said attendance to be incurred by the District. The following professional dues to organizations shall be borne by the District on behalf of the Superintendent: New York State Council of School Superintendents (NYSCOSS), and the MRASDA. In addition, the District shall bear the cost of the Superintendent's attendance at the NYSCOSS New Superintendents' Workshop during the 2026-2027 school year, including reasonable and necessary documented travel, meals and lodging expenses.

The District will pay up to Five Thousand Dollars (\$5,000.00) for the Superintendent's professional development as Superintendent of Schools. The Superintendent may select the professional development, subject to approval by the Board President.

H. Other Expenses:

The Superintendent shall be reimbursed only for actual travel expenses incurred while conducting official business relevant to Sauquoit Valley Central School District per Board of Education policy procedures. Reimbursement is subject to but not dependent upon Board review and approval.

I. Retirement Pay:

If the Superintendent is a District employee at the time of his retirement under the New York State Teachers' Retirement System, has a minimum of six (6) years service in the District, and has given at least four (4) months notice to the Board in writing, then his retirement pay shall be equal to the total number of accumulated sick leave days in Article V(A)(2) multiplied by \$80, or multiplied by the amount equal to the first year certified substitute teacher daily rate, whichever is higher. A lump sum payment shall be made to the Superintendent on or about the date of retirement.

**ARTICLE VI
AGREEMENT TERMINATION**

1. The Superintendent's employment in the District may be terminated under this Agreement by:
 - a. Expiration of the Agreement without further extension of amendment.
 - b. Voluntary resignation by the Superintendent during the term and upon at least ninety (90) days written advance notice to the Board. It is agreed by the Superintendent that, as a condition to the Board's acceptance of his voluntary resignation, he shall cooperate to the fullest extent possible with the Board and its designees in all transition matters and, if requested, assist in the review and selection process for the hiring of his successor.

- c. Mutual agreement of the parties during the term of this Agreement.
- d. Disability of the Superintendent defined as ill health, physical or mental disability, injuries sustained by accident or other causes which have rendered the Superintendent unable or unwilling to perform the duties as required under this Agreement for a period of time extending beyond his existing sick leave entitlement, or ninety (90) days paid leave, whichever is greater. Should the foregoing occur, the Board is hereby granted the option to terminate this Agreement by notifying the Superintendent or his representative, in writing. Said termination under this subsection shall become effective ten (10) working days from receipt by the Superintendent or his representative of such notice from the Board.
- e. Death of the Superintendent prior to the expiration of his term.
- f. Discharge or discipline for breach of this Agreement through non-performance of the duties outlined in this Agreement or any amendment thereto, or by his inefficiency, incompetence, insubordination or immoral conduct.
 - i). The parties shall first meet and confer to review such concerns in accordance with subsection "c" above.
 - ii). Should such efforts to resolve the issues not reach satisfactory conclusion, written charges seeking the imposition of discipline or discharge, as noted above, shall be approved by the Board and shall be served upon the Superintendent at least twenty (20) days before any proposed hearing. Unless otherwise agreed by the parties, the hearing upon such charges shall be private, and such hearing shall be commenced expeditiously. The hearing shall be conducted by an impartial hearing officer, mutually agreed upon by both parties, who shall be a licensed attorney at law. In the event that after 10 business days the parties cannot reach agreement on the selection of a hearing officer, the parties agree to request that the District Superintendent of the Oneida-Herkimer-Madison BOCES make such selection in an expeditious manner. Board members may attend the hearing subject to rulings on witness sequestration which may be made by the hearing officer.
 - iii). The hearing shall be conducted to afford due process protections to the Superintendent, including but not limited to, the right of representation by counsel at the Superintendent's expense, the right to present, cross-examine and subpoena witnesses, the right to subpoena documents, papers, letters or other tangible evidence and to have all testimony provided under oath and to receive, without cost, an accurate, written transcript of the proceedings, and to receive written recommendations from the hearing officer regarding guilt or innocence, and the

appropriate measure of discipline, if any, to the charges.

- iv). The hearing officer shall make written findings of fact to the Board of Education. The Board of Education shall review the hearing officer's findings and may review the transcript of the hearing and all other papers and documents constituting the record before the hearing officer.
- v). The decision of the Board, after review of the hearing officer's report and recommendations and the record of such proceedings, shall be final and binding and subject to review by a court of competent jurisdiction only upon the ground that said decision is arbitrary or capricious, or by the Commissioner of Education as authorized by Section 310 of the New York State Education law.

ARTICLE VII DISABILITY

- 1. The Board reserves the right, during the Superintendent's term, in the event of his absence, illness, injury or other disability, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the Superintendent shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request.
- 2. In the event that by reasons of illness, accident or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required for a period of six (6) months [negotiable] beyond the expiration of his accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent, terminate this contract. In such event the compensation provided for herein shall be paid to the Superintendent for a period of three (3) months [negotiable] beyond the month in which this contract shall have been so terminated.

ARTICLE VIII INDEMNIFICATION

The Board shall defend, save harmless and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections 3023, 3028 and 3811 of the Education Law, provided the Superintendent was acting in the discharge of his duties and within the scope of his employment and/or under the direction of the Board, when the alleged action(s) occurred. The Board shall not be so obligated unless the Superintendent shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the Board.

**ARTICLE XI
MISCELLANEOUS**

1. This Agreement is made in accordance with the powers vested in the Board by virtue of applicable provisions of the Education Law of the State of New York. It is to be construed in accordance with the laws of the State of New York.
2. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions. It is understood and agreed that the terms and conditions set forth are, in every respect, subject to appropriate provisions of the laws of the State of New York and that this appointment shall be so construed or interpreted.
3. The parties agree that this Agreement represents the full, final and complete agreement in this matter. No additions, deletions or modifications of any of the terms and conditions contained herein shall be effective unless such changes are mutually agreed upon in writing by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT

By: _____
President, Board of Education

By: _____
David Stayton

Policy is Required.

SELECTION, APPOINTMENT AND COMPENSATION
OF IMPARTIAL HEARING OFFICERS

I. Statement of Policy

The Sauquoit Valley Central School District (the District) is committed to providing a free and appropriate education to all of its students.

II. Impartial Due Process Hearings

The District shall appoint an impartial due process hearing officer (IHO) to review the identification, evaluation, or placement of any student who is disabled:

- A. If the District believes an impartial due process hearing is necessary to secure an appropriate identification, evaluation or placement and the District has fully exhausted its statutory and/or regulatory responsibilities with respect to securing parental consent.
- B. If the student's parent submits a written request for an impartial due process hearing.
- C. If the District fails to effectuate, within the mandated timelines, a recommendation issued by the Committee on Special Education (CSE) and the student's parent submits a written request for an impartial due process hearing.

III. Expedited Impartial Due Process Hearing

An expedited impartial due process hearing related to the discipline of a student with a disability may be requested:

- A. By the District to obtain an order placing a student with a disability in an interim alternative educational setting when school personnel maintain that it is dangerous for the student to be in their current educational placement. The District's request for an expedited hearing may or may not be pending the outcome of a non-expedited hearing.
- B. By a parent who requests an impartial due process hearing from a determination that the student's behavior was not a manifestation of the student's disability.
- C. By a parent relating to any decision regarding a disciplinary change in placement, including but not limited to any decision to place the student in an interim alternative educational setting.

POLICY

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Policy is Required.

SELECTION, APPOINTMENT AND COMPENSATION OF IMPARTIAL HEARING OFFICERS

IV. Duty of the Superintendent

The Superintendent will develop regulations to ensure the fair and efficient selection of IHOs.

Sauquoit Valley Central School District

Legal Ref: NYS Education Law 4404; 8 NYCRR 200.1(x), 200.2(b)(9), 200.2(e)(1), 200.5(i)(3)(xiv), 200.5, 200.21; SRO 93-47; SED April 2015 Memorandum; NYSED - Impartial Hearing Requirements and Procedures FAQs.

Adopted: 08/17/04

Readopted: 11/13/07

Revised: 7/7/26

Regulation

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SELECTION, APPOINTMENT AND COMPENSATION OF IMPARTIAL HEARING OFFICERS

I. Appointment of Impartial Hearing Officers

The Sauquoit Valley Central School District (the District) will ensure the fair and efficient selection and appointment of impartial hearing officers (IHOs):

- A. By utilizing and maintaining the district-specific list for Impartial Hearing Officers as maintained by the NYS Education Department's (NYSED) Impartial Hearing Reporting System (IHRS) pursuant to Part 200.1(x) and Part 200.2(e)(1) of the Commissioner's Regulations.
- B. By granting the Superintendent or their designee the authority to conditionally appoint an IHO who has been selected according to the procedures set forth in this Policy and arranging for the Board of Education (the Board) approval of the conditional appointment at the first regular Board meeting following the conditional appointment.
- C. By reporting information related to the impartial hearing process, including but not limited to the request for initiation and completion of each impartial hearing to Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) in a format and at an interval prescribed by the Commissioner.
- D. By directing all employees to promptly forward to the Board of Education any parent's request for an impartial hearing.
- E. By maintaining the confidentiality of the information contained in impartial hearing requests and impartial hearings.

II. Initiating A Hearing

- A. If the District initiates the impartial hearing, it will provide the parent with prior written notice that it intends to initiate the impartial hearing. Prior notice includes a statement of the action proposed and any explanation of why the district proposes to take the action.
- B. If a parent submits a written request for an impartial hearing, the request should include the name and address of the student, the name of the school the student is attending, a description of the nature of the problem of the student relating to the proposed or refused initiation or change (including facts related to the problem) and a proposed resolution of the problem to the extent known and available to the parents at the time.

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SELECTION, APPOINTMENT AND COMPENSATION OF IMPARTIAL HEARING OFFICERS

1. The Superintendent (or designee) will make sure that the parent's request is date-stamped on the first business day that the parent's request is delivered to the District.
2. The District may not deny or delay a parent's right to an impartial hearing on the grounds that the parent's written request for the hearing does not include required information.
3. The District will continue to process the request until the parent revokes the request in writing.

III. Request or Determined Need for an Impartial Hearing

After the District determines the need for an impartial hearing or receives a parental request for an impartial hearing:

- A. The Superintendent (or designee) will notify the affected student's parent of the availability of mediation and of free (or low cost) legal and other relevant services available in the area. The Superintendent (or designee) also will provide the parent with a copy of the District's Procedural Safeguard Notice.
- B. The District should encourage the parents to consider mediation to resolve the disagreement. However, the District cannot delay initiating the impartial hearing once a written request for the hearing is received and the District will continue to process a parent's hearing request until parent revokes the request in writing.
- C. The District will, within two (2) business days of the day the District determines the need for an impartial hearing or receives a parental request for an impartial hearing, initiate the rotational selection process for appointing an IHO pursuant to Part 200.2(e)(1) and Part 200.5(i) of the Commissioner's regulations and the following procedure:
 1. The Superintendent (or designee) will first contact the IHO whose name appears at the top of the alphabetical list, or if an IHO previously has been appointed to preside over any other matter, the Superintendent (or designee) will first contact the IHO whose name immediately follows the IHO last appointed.
 2. The Superintendent (or designee) will ask any IHO who is contacted whether he/she can convene a hearing within fourteen (14) calendar days and can conclude the hearing (unless either party has requested and has

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SELECTION, APPOINTMENT AND COMPENSATION OF IMPARTIAL HEARING OFFICERS

been granted an extension) within forty-five (45) calendar days (or thirty (30) calendar days for preschool students or fifteen (15) calendar days for expedited hearings). If the hearing officer is unable to convene a hearing within these timelines, they will be deemed unavailable to serve and the District will proceed with the rotational selection process by contacting the IHO whose name next appears on the alphabetical list.

3. An IHO who has not responded or remains unreachable after at least two reasonable and independently verifiable efforts to contact them within a twenty-four (24) hour period will be deemed unavailable to serve and the District will proceed with the rotational selection process by contacting the IHO whose name next appears on the alphabetical list. Examples of reasonable and independently verifiable efforts include facsimile, electronic mail, certified overnight mail and telephone contacts that are recorded and confirmed in writing.
 4. The District may seek to expedite the selection process by simultaneously contacting and checking the availability of multiple hearing officers, provided that the District's ultimate selection accords with the rotational selection process detailed in this policy and in the Commissioner's Regulations.
- D. The Superintendent (or designee) will contemporaneously document and maintain records of all efforts to contact each IHO. This documentation will include:
1. Phone log entries and/or overnight mail receipts, recording dates, times, substance of conversations and/or messages and responses from IHOs.
 2. The entry of all required data onto the State Education Department's web-based reporting system. The District will commence web-based reporting as soon as the Board of Education receives a request for an impartial hearing.
- The above-described documentation will be completed for every request for an impartial hearing.
- E. The Board or a member of the Board who has been so delegated will appoint the IHO as soon as they have been selected.

IV. Letter of Appointment

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After the IHO has been appointed, the District will provide the IHO with a letter of appointment, a copy of the District's notice to the parent that describes the need for a hearing (or a copy of the parent's written request for a hearing), contact information for the parties and a copy of the District's policy on compensation for the IHO.

V. Rescinding of Appointment

If, by mutual agreement of the parties, the IHO is deemed incapacitated or otherwise unavailable or unwilling to continue the hearing or issue the decision, the Board will rescind the appointment of the IHO and appoint a new IHO in accordance with the procedures established by law and summarized by this Policy.

VI. Compensation and Reimbursement of Costs:

A. Reimbursement for services:

1. At the conclusion of the impartial hearing, the IHO shall submit to the District an itemized record describing each service performed and the time required to perform each service. An IHO will not receive reimbursement for services before the itemized record is submitted to the District.
2. The following activities associated with impartial hearings are reimbursable:
 - a. Pre-hearing activities such as scheduling the hearing and determining the location, conducting pre-hearing conference calls, arranging for interpreters, witnesses, subpoenas and a stenographer, and writing letters to the parties involved in the hearing.
 - b. Hearing activities such as conducting the hearing, handling settlement agreements placed on the record and arranging for subsequent hearing dates.
 - c. Post-hearing activities such as researching information pertinent to the hearing issue(s) and writing the decision.
3. The rate of reimbursement for the above listed activities shall not exceed the applicable rate prescribed in a schedule of maximum rates approved by the Director of Budget.

B. Reimbursement for out-of-pocket necessary expenses:

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SELECTION, APPOINTMENT AND COMPENSATION OF IMPARTIAL HEARING OFFICERS

1. The IHO shall submit receipts for out-of-pocket necessary expenses to the District before receiving reimbursement for such expenses.
2. The following out-of-pocket necessary expenses are reimbursable:
 - a. Mileage at the rate of \$.32 (thirty-two cents) per mile.
 - b. The cost of highway tolls.
 - c. The cost of reasonable overnight accommodations and reasonable meal expenses when the hearing dates are scheduled for two (2) or more continuous dates and the IHO would otherwise be required to travel ninety (90) or more miles between their residence and the hearing location.

C. Cancellation or Re-scheduling fees:

The District shall attempt to provide an IHO with two (2) or more business days' advance notice of the cancellation or re-scheduling of an impartial hearing.

1. Should the District request the cancellation or re-scheduling of an impartial hearing and fail to provide an impartial hearing officer with two (2) business days of notice, the District agrees to pay the IHO a fee of one hundred dollars (\$100.00).
2. The District shall not be responsible for costs associated with a parent's cancellation or adjournment of a hearing.

D. Payment for Expedited Transcripts:

The District shall not pay for an expedited transcript of a hearing unless the IHO determines that an expedited transcript is required for the IHO to fulfill their duties.

Sauquoit Valley Central School District

Adopted: 08/17/04

Readopted: 11/13/07

Rescinded by the Board: 7/7/26

Approved by the Superintendent: 7/7/26

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2026 by and between Board of Education of **Sauquoit Valley Central School District**, County of Oneida, party of the first part, and the **Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties**, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2026-2027 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
8 classrooms	770 sq. ft.	09/01/2026-06/30/2027	\$30,400 (\$3,800 each)

Students With Disabilities

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:

FULL AMOUNT TO BE PAID BY JUNE 15, 2027

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Sauquoit, New York 13456

President, Trustee, Board of Education (Party of the First Part)

Sauquoit, New York 13456

Trustee or Clerk, Board of Education (Party of the First Part)

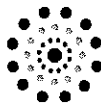
Box 70, New Hartford, New York 13413-0070

President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070

Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Please return the signed document in the enclosed envelope.



Oneida-Herkimer-Madison BOCES

502 Court Street • Utica, NY 13502

www.oneida-boces.org

Oneida-Herkimer-Madison BOCES (232726) **E-Rate Letter of Agency for the year 2026-2027** **Sauquoit Valley Central School (124581)**

Re: Letter of Agency for Funding Year 2026-2027

This is to confirm our participation in the **Oneida-Herkimer-Madison BOCES** E-rate Consortium for the procurement of:

- **Wide-Area Network Connections/Internet Access**
- **Category 2 Services such as: Cabling, Routers, Switches & Wireless Access Points**

I hereby authorize **Oneida-Herkimer-Madison BOCES** to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the Sauquoit Valley Central Valley.

I understand that, in submitting these forms on our behalf, you are making certifications for Sauquoit Valley Central School. By signing this Letter of Agency, I make the following certifications:

- I certify that **schools in our district** are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- I certify that our **school district** has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- I certify that our **school district** is covered by a technology plan that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, where required, prior to the commencement of service. The plan is written at the following level(s): ___ an individual technology plan for using the services requested in this application; and/or ___ higher-level technology plan for using the services requested in this application; or X no technology plan required by the FCC rules.
- I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- I certify that our **school district** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **Oneida-Herkimer-Madison BOCES** for E-rate submission is true.

Sauquoit Valley Central School

124581

Date December 31, 2025

Signature _____

David Stayton

Superintendent of Schools

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: SVCSD26SM479

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority Sauquoit Valley Central School District		2. Funding Year 2026
3. Mailing Address and Contact Information for Administrative Authority Street Address, P. O. Box or Route Number 2601 Oneida Street		
City Sauquoit	State New York	Zip Code 13456
Name of Contact Person David Stayton		
Telephone Number 315-839-6311	Fax Number 315-839-8352	Email Address dstayton@svcsd.org

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

**Please retain this document
on file for five(5) years.**

Name of Administrative Authority Sauquoit Valley Central School DistrictAdministrative Authority's Form Identifier SVCSD26SM479Contact Person David StaytonTelephone Number 315-839-6311**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:

a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
(FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.

c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

December 31, 2025

9. Printed name of authorized person

David Stayton

10. Title or position of authorized person

Superintendent of Schools

11. Telephone number of authorized person

315-839-6311

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

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, 2026, and shall extend through and including June 30, 2027.
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 \$178.00 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

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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:

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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.
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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

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SIGNATURE OF BOCES BOARD CLERK

Date

CLINICAL EXPERIENCE AGREEMENT
BETWEEN
SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
AND
COLGATE UNIVERSITY

THIS AGREEMENT, effective the 1st day of August, is entered into by and between SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT, with a principal place of business at 2601 Oneida Street, Sauquoit, NY 13456 (hereinafter "SAUQUOIT"), and COLGATE UNIVERSITY, an educational institution with a principal place of business at 13 Oak Drive, Hamilton, NY 13346 (hereinafter "COLGATE").

WHEREAS, COLGATE prepares students for professional careers in education, and, as part of the preparation, arranges field instruction/practical training/student teaching experiences for its students; and

WHEREAS, as a prerequisite to the granting of said degrees in each program, matriculated students at COLGATE are required to perform on-site training as part of their clinical studies; and

WHEREAS, COLGATE shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by the accrediting agency and each program; and

WHEREAS, SAUQUOIT recognizes the need for and desires to aid in the educational development of the students, has the facilities for the instruction of on-site studies of said students and is willing to make its facilities available for such purposes; and

WHEREAS, the parties desire to set forth their respective rights and responsibilities under this Agreement.

NOW, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. TERM:

This Agreement shall commence on the 1st day of August 2026 and terminate 31st of July 2031, unless sooner terminated in accordance with terms and provisions of this Agreement. This Agreement may be renewed for additional terms upon each party providing the other with written agreement to renew.

2. STUDENT CLINICAL PROGRAM PLACEMENT:

- a. During the term of this Agreement, SAUQUOIT may place students with SAUQUOIT for Student Clinical Program(s). SAUQUOIT shall have the primary discretion to offer as many, as few, no such Programs as it may determine.
- b. The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed upon between the parties.
- c. COLGATE students who are placed in a Student Clinical Program at SAUQUOIT shall be supervised by COLGATE'S Faculty Advisor, who shall communicate with SAUQUOIT administrators to place students in the optimal setting for the student and cooperating teacher(s).
- d. The relationship between COLGATE and SAUQUOIT at all times shall be that of independent contractors. Students of COLGATE shall be considered students and shall not be deemed to be employees, officers, and/or agents of COLGATE or SAUQUOIT. Each student is placed with SAUQUOIT to receive educational credit and clinical experience as part of their academic curriculum. COLGATE shall be responsible for establishing all curriculum obligations and said experiences at COLGATE shall be performed under supervision of designated COLGATE officials. COLGATE shall retain the ultimate and sole responsibility for all oversight supervision, direction and control of instruction.
- e. It is agreed to and understood by the parties that the Program, as implemented, is similar to training which would be given in an educational environment and is for the benefit of participating student(s). It is further agreed to and understood that the student does not replace regular SAUQUOIT employees, but works under close supervision of existing SAUQUOIT staff and that the student is not entitled to a job upon conclusion of the Program. Lastly, it is agreed to and understood that SAUQUOIT provides training to the student and derives no immediate advantage from the activities of the student. If extenuating circumstances arise, the program director will be immediately informed by leadership to identify appropriate next steps.

3. COLGATE RESPONSIBILITIES:

- a. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions of HIPAA and FERPA, including any respective amendments thereto, COLGATE shall supply or require the student, as a condition of participation in the Program, to supply reasonable and necessary information requested by SAUQUOIT to further the students' participation in the Program. Such information, if in addition to the requirements set forth herein, shall be mutually agreed upon and set forth in each individual student's Plan.

- b. COLGATE shall place students in the Program who have satisfactorily completed the academic prerequisites to participate in said Program, and who are adequately trained and knowledgeable to participate in said Program.
- c. As consideration for SAUQUOIT providing practicum and student teaching experiences for its students, COLGATE desires to provide nominal monetary or material compensation to cooperating teachers. Such compensation is contingent upon cooperating teachers' completion of a full mentoring commitment including participation in professional development provided by COLGATE as well as involvement in the Teacher Advisory Council. COLGATE assumes any and all responsibility for such compensation and any and all liability for any taxation, reporting or other treatment associated with same.
- d. COLGATE agrees to indemnify and hold SAUQUOIT, its officers, employees and/or agents harmless from and against claims, demands, costs and expenses (including reasonable attorney's fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of COLGATE, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by SAUQUOIT or was under the control or direction of SAUQUOIT. This provision shall survive termination of this Agreement for a period of five (5) years from the date of termination.
- e. COLGATE agrees to comply and have all participating students comply with both FERPA and New York State Law 2-d, as applicable. The purpose of this Agreement may require the disclosure of certain personally identifiable student information (hereafter referred to as "PII") as defined by New York State Education Law 2-d (l) (d) and (j). Accordingly, it is anticipated that the performance of this Agreement will involve disclosure to COLGATE and/or participating students of such data. The exclusive purpose for which the referenced PII will be used is the training of students contemplated under this Agreement, as more fully described within. Upon expiration of this Agreement, COLGATE and any participating students must securely return all PII to SAUQUOIT or securely destroy all PII if ordered by SAUQUOIT to do so, that remains in its possession. If PII is disclosed to COLGATE and participating students by SAUQUOIT during the term of this agreement, COLGATE and its students must additionally comply with the following express requirements of New York State Education Law 2-d (Chapter 56, Subpart L of the Laws of 2014), any implementing regulations and/or any data privacy security/ privacy policy adopted by SAUQUOIT:
 - i. Any students, officers or employees of COLGATE and its assignees who have access to SAUQUOIT student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in its contract;

- iv. Except for students, officers or employees of COLGATE to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - a. Without the prior written consent of the parent or eligible SAUQUOIT students; or
 - b. Unless required by statute or court order and the party provides a notice of the disclosure to the department, SAUQUOIT's board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
- vi. Use encryption technology consistent with Education Law 2-d and any implementing regulations.
- f. COLGATE shall require student(s), as a condition of participating in said Program, to follow the administrative policies, standards, and practices of SAUQUOIT which have been provided to COLGATE and the student during the Program. SAUQUOIT shall provide COLGATE and the student(s) with copies of any such rules, policies and/or regulations prior to the commencement of the Program.

4. SAUQUOIT RESPONSIBILITIES:

- a. SAUQUOIT shall provide for COLGATE students' Internet access during the placement, subject to the District's Acceptable Use Policy and Procedures.
- b. SAUQUOIT shall notify COLGATE of any change of proposed change of the clinical coordinator.
- c. SAUQUOIT shall permit participating students to attend selected professional development events, as deemed appropriate by SAUQUOIT.
- d. SAUQUOIT shall review COLGATE'S applicable practicum and student teaching handbook that outlines expectations.
- e. To the extent permitted by law and not otherwise covered by applicable insurance, SAUQUOIT agrees to indemnify and hold COLGATE, its officers, employees and/or agents harmless from and against claims, demands, costs and expenses(including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of SAUQUOIT, its officers, employees or agents acting within the scope of their duties arising from the Agreement, unless such act or omission was caused by COLGATE or was under the control or direction of COLGATE. This provision shall survive termination of this Agreement for a period of five (5) years from the date of termination.

5. LIABILITY INSURANCE COVERAGE/CLAIMS:

- a. Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) each claim/four million dollars (\$4,000,000.00) aggregate, per policy year, and general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured said Party and the activities of the faculty, employees, officers and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other annually with suitable insurance certificates to indicate such coverage and also include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

6. TERMINATION OF AGREEMENT:

Either party may terminate this Agreement on thirty (30) days prior written notice to the other party.

7. GOVERNING LAW:

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules and principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Madison in the State of New York.

8. NOTICE:

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to SAUQUOIT:
Mr. David Stayton
2601 Oneida Street
Sauquoit, NY 13456

If to COLGATE:
Dr. Margery Gardner

Director of Teacher Preparation
311 McGregory Hall
13 Oak Drive
Hamilton, NY 13346

9. MODIFICATIONS:

This agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

10. SEVERABILITY:

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid, and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

11. MISCELLANEOUS:

- a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute one and the same Agreement.
- b. This Agreement shall not be construed against either party because it may be responsible for drafting it or any provision therein.
- c. The parties making, executing and delivering this Agreement represent that they are duly authorized to do so, and have not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

12. ENTIRE AGREEMENT:

This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of Agreement shall have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on behalf of the academic programs of COLGATE and named below.

SAUQUOIT CENTRAL
SCHOOL DISTRICT

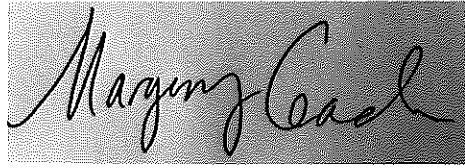
COLGATE UNIVERSITY

By:

Title: Superintendent

Date:

By:

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and reads "Margery Coach".

Title: Director of Teacher Preparation

Date: 6-23-26

**AGREEMENT FOR FACILITY USE
AND PROVISION OF ANCILLARY SERVICES**

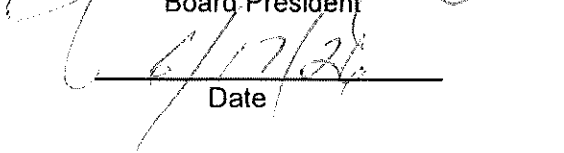
This agreement made this **1st** day of **July, 2026** by and between the **Center for Instruction, Technology & Innovation (Oswego County BOCES)**, 179 County Route 64, Mexico, New York 13114 (hereinafter "**CiTi**") and **Sauquoit Valley CSD**, 2601 Oneida Street, Sauquoit, New York 13456, (hereinafter the "**District**").

1. **Property to be Leased:** **Sauquoit Valley Elementary School**
One (1) classroom for use in the CiTi Audiology Service.
2. **Term of Lease:** Twelve (12) months commencing **July 1, 2026** and expiring **midnight, June 30, 2027**.
3. **Payment Terms:** **\$12,000 total; \$3,000 annual rent per classroom (1) for said classrooms with agreed ancillary spaces, plus \$9,000 annual fee per classroom (1) for ancillary academic and support services. One annual payment due on or before June 15, 2027.**
4. **Intended Use of Property by CiTi:** For use in the performance of audiological evaluations and delivery of audiology services to visiting school age and preschool students.
5. **Services to be Furnished by the District:**
 - Provide and pay for heat, electricity
 - Provide and pay for custodial services to the same level of rigor as provided to the District's own programs and offices
 - Assume responsibility for minor repairs and normal maintenance
 - Provide CiTi occupants with access to and use of the District's telephones, technology network and photocopy machines on an "as needed" basis
 - Provide access to associated ancillary spaces such as bathrooms, faculty room, copy room and other similar spaces as needed
 - Provide access to parking for CiTi staff and visitors
 - Provide participation in mail services if needed in the same manner as provided to other District offices
6. **Services to be Furnished by CiTi:**
 - Provide and pay for its own equipment including computers (and other related devices), desks, chairs and storage cabinets. CiTi will also, at its own expense, place an audiology booth (requiring access to electrical outlets) in the room for use in performing evaluations.
 - Ownership of this equipment will be CiTi's, covered under CiTi's insurance policies and will be removed at such time CiTi no longer rents these premises.
 - In addition to the payments as indicated in Section #3, CiTi agrees to reimburse the District for postage and/or cost per copy maintenance agreement expenses relative to use of mail services and/or use of District's copy machines.
 - CiTi staff will ensure that visitors to the audiology service are aware of the need to comply with District visitor policies.

7. **Damages Resulting from Occupancy:** CiTi agrees to cover the costs of any vandalism or damages which may occur by CiTi program staff or students during the course of the school day as a result of CiTi program operation. Upon repair of damages by the District, CiTi will be invoiced by the District accordingly for such work.
8. **Insurance:** CiTi shall provide liability insurance in the amount of \$1,000,000 comprehensive general liability with a \$5,000,000 umbrella for any claims with respect to its actions.
9. **Indemnification:** In the event that a student is injured while participating in any ancillary service provided by the District, the District shall hold CiTi harmless for such claim and shall indemnify CiTi for any damages paid or judgment rendered against CiTi, including any legal fees and costs incurred by CiTi in defending such claims.

**OSWEGO COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**



Board President


Date

**SAUQUOIT VALLEY CENTRAL
SCHOOL DISTRICT**

Board President

Date

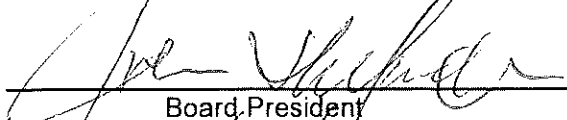
**AGREEMENT FOR FACILITY USE
AND PROVISION OF ANCILLARY SERVICES**

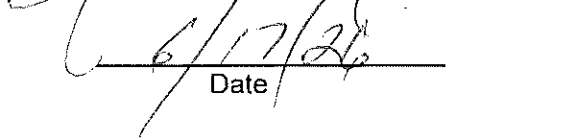
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**OSWEGO COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**



Board President


Date

**SAUQUOIT VALLEY CENTRAL
SCHOOL DISTRICT**

Board President

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221		CONTACT NAME: Megan Purcell PHONE (A/C, No, Ext): 315-703-3221 FAX (A/C, No): E-MAIL ADDRESS: mpurcell@haylor.com		
INSURED Oswego County BOCES 179 County Route 64 Mexico NY 13114		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Ulica National Ins Co. of OH		13998
		INSURER B: National Union Fire Ins Co of Pittsburg		19445
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 969700405

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP3847877	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAC3839963	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CULP3847878	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Student Accident			SRG0009143694B	7/1/2026	7/1/2027	See limit below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Accidental Dismemberment Benefit (Principal Sum) \$10,000

Accidental Death Benefit \$5,000

Medical Max \$50,000, ded \$0

Proof of Insurance: Location Sauquoit Valley Elementary School, 2640 Sulphur Spring Road, Sauquoit, NY 13456

CERTIFICATE HOLDER**CANCELLATION**Sauquoit Valley CSD
2601 Oneida Street
Sauquoit NY 13456

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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