

Thursday, July 21, 2022
Board of Education Special Meeting

6:00 PM
Room 143

A. Welcome

1. Call to Order
2. Pledge of Allegiance

B. Public Comments

1. Public Comment - Guidelines

C. New Business Resolutions

1. Bids for 2022-2023 Capital Outlay Project
2. Award 2022-2023 Capital Outlay Project bid to Kircher Construction of Mt. Morris, NY
3. Maple City Physical Therapy, PLLC - Professional Services Agreement

D. Consent Agenda - Certified Personnel Resolutions

1. Julia Spencer - Director of Pupil Services appointment
2. Terms and Conditions of Employment Agreement of Julia Spencer, Interim Director of Pupil Services

E. Consent Agenda - Other Personnel Resolutions

1. Alyssa Potter - Summer 2022 Lifeguard

F. Items removed from Consent Agenda

G. Adjourn

1. Move to Adjourn



July 20, 2022

Derek Schuelein, Superintendent
Andover Central School District
31 Elm Street
Andover NY 14806

Re: Andover CSD 2022-2023 Capital Outlay Project

Dear Superintendent and Board Members:

After contacting references given to us by the low-bid contractors for bids received on June 30, 2022, and subsequently obtaining all good recommendations, please see the contract we recommend being awarded by the Board below:

- 1. GENERAL CONSTRUCTION - Kircher Construction, Mt. Morris NY
Base Bid Amount \$119,000.00

GENERAL CONTRACT AMOUNT \$119,000.00

Base Bid Includes \$5,000 contingent allowance for unforeseen conditions.

The above contractor has been notified of their pending award and scope and are prepared to attend a Pre-Construction Conference.

Very truly yours,
CPL

Levi Feely – Construction Administration

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, is between the **ANDOVER CENTRAL SCHOOL DISTRICT**, 31 Elm Street, Andover, New York 14806 (hereinafter "District") and **MAPLE CITY PHYSICAL THERAPY, PLLC**, 100 Loder Street, Hornell, New York 14843 (hereinafter "MCPT").

WHEREAS, the District is a public school district that is duly organized under the laws of New York State and is obligated to provide special education and related services to students with disabilities under the Individuals with Disabilities Education Act ("IDEA") and Article 89 of the New York Education Law, as well as accompanying state and federal regulations.

WHEREAS, MCPT are duly licensed Physical Therapists/Physical Therapist Assistants who are willing and able to provide physical therapy services to students with disabilities that are enrolled in the District, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, premises and the promises set forth herein, the parties agree as follows:

1. **Term of Agreement:** This Agreement is effective on July 1, 2022, and shall expire on June 30, 2023 unless terminated earlier as set for herein. In the event that either party needs to terminate this agreement no less than 60 calendar days of notice will be provided.
2. **Services:** MCPT will perform and bill an agreed upon number of hours per week. This will be based on prescheduled weekly services and requested additional services by the District. This will be billed out one time per month to the District, to include student evaluation/treatment, screens, and meetings as necessary agreed to by both parties. MCPT agrees to provide the following services and/or take the following actions for or on behalf of the District:
 - (a) Upon request by the District's Director of Special Education, MCPT shall participate in meetings of the Committee on Special Education ("CSE") and 504 Team to determine whether a particular student with a disability requires physical therapy services;
 - (b) In the event that physical therapy services are recommended, MCPT will participate with the CSE or 504 Committee to develop physical therapy goals and include these goals on the student with a disability's Individualized Education Program ("IEP") or 504 Plan;
 - (c) MCPT will provide direct physical therapy to students with disabilities in accordance with the frequency and duration of services described on their IEP or 504 Plan;

- (d) MCPT will maintain detailed logs, notes, and other written materials regarding the student's performance/progress in receiving physical therapy services;
- (e) MCPT will file all session notes in ClearTrack within the legal timeframe required by Medicaid.
- (f) MCPT will enter comments and data in Present Level of Performance (PLEP) when an Individual Education Plan (IEP) is developed.
- (g) MCPT will complete progress reports relating to the student's progress in achieving his or her physical therapy goals. The progress reports will be generated as often as recommended by the CSE or 504 Team;
- (h) MCPT will obtain needed scripts and will give copies of the scripts to the CSE office;
- (i) All services provided by MCPT will adhere to the Individual Education Plans, 504 Plans and RII services for District Students.
- (j) MCPT will be responsible for knowing all pertinent regulations, including Medicaid regulations. The district will provide trainings and updates as available, to MCPT, to assist in this process.
- (k) Upon request by the District's Director of Special Education, MCPT will conduct physical therapy evaluations of students in need (or suspected in need) of physical therapy services;
- (l) Upon completion of the evaluation, MCPT will prepare a detailed and thorough report of its findings, impressions and conclusions, and provide such data and report to the CSE and/or 504 Team;
- (m) MCPT shall keep attendance records for the services provided and submit to the District voucher required for payment for such services;

3. Warranties and Representations

- (a) MCPT warrants and represents that its employees are duly licensed, certified, registered and/or approved under all applicable federal, state and local laws, rules, and regulations to provide the services described herein.
- (b) All professional services provided by MCPT under this agreement shall be performed consistent with the professional standards and skills associated with the professional practice of physical therapy.

- (c) All professional services provided by MCPT under this agreement shall be performed consistent with all applicable federal, state, and local statute, rules, regulations.
- (d) If an MCPT employee providing services on behalf of the District loses his/her license, registration or certification at any time during the duration of this Agreement, MCPT shall immediately notify the Superintendent of Schools, and the affected employee shall cease performing any services under this Agreement. The Agreement becomes null and void in the event MCPT is unable to maintain proper licensure, registration, and certification to engage in the professional practice of physical therapy. MCPT assumes all responsibilities/liabilities relating to her inability to maintain proper licensure.

4. Fees for Services

- (a) MCPT will be paid for physical therapy services and/or student consultant services at \$62 per hour;
- (b) If a student fails to appear for an individualized session or evaluation, MCPT will continue to bill the district for that prescheduled time; in this circumstance the District will be unable to bill Medicaid. If a student fails to appear for a given session, efforts will be made to makeup the session in other cancellation times at a later date in the school year where possible.
- (c) MCPT shall only bill for time spent rendering services, completing documentation, or at District requested meetings/schedulings. Billing information shall be provided by MCPT to the District no later than the 15th business day of each month, and shall be accompanied by supporting documents, as requested by the District;
- (d) All billings shall be in a format approved by the District, and in accordance with District's policies and audit procedures;
- (e) The District may withhold payment based on:
 - (1) failure of MCPT to comply with the terms of this Agreement;
 - (2) failure of MCPT to render services in a satisfactory manner;
- (f) MCPT will not seek payment for services from the parents of a student or other responsible third-party;

5. Time and Location of Services/ Unexpected Absence

- (a) The District will be responsible for providing and monitoring a safe and appropriate space for services. The District will also provide all necessary equipment, supplies, and testing materials.
- (b) MCPT will provide services in accordance with the District's school calendar. Any services provided during vacation breaks, holidays, summer must be pre-approved by the District;
- (c) In the event the District is closed due to weather, or other emergency, MCPT is not required to provide services on such day;
- (d) If MCPT is unable to provide services on a particular day due to illness, emergency, or other unforeseen circumstances, MCPT will notify the District at the earliest and greatest extent possible. MCPT will attempt to make-up and/or re-schedule any missed sessions to the greatest extent practicable;
- (e) MCPT will not change the nature, frequency, or duration of any services provided to a student unless approved by the District and/or CSE.

6. Reporting

- (a) MCPT shall provide to the District all data necessary to complete in a timely manner any reports or information required by the New York State Education Department.

7. Medicaid Voucher

- (a) MCPT will furnish the District a Medicaid voucher for all Medicaid eligible children that are receiving services pursuant to the Agreement. Vouchers may be submitted to the Medicaid Advisory Group, with copies to the District.
- (b) MCPT will assist the District in maintaining the preceding information necessary to obtain Medicaid reimbursement.

8. Confidentiality

- (a) MCPT shall adhere to all federal laws, state laws, and board policies regarding the confidentiality of student records including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law;

- (b) MCPT shall not disclose any personally identifiable data, information, or records pertaining to any student of the District without prior consultation and written approval by the District.

9. Insurance

- (a) MCPT shall maintain adequate professional liability insurance coverage including minimum General Liability and Professional Liability Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate. Upon request, MCPT shall provide the District within thirty (30) days a Certificate of Insurance evidencing such coverage. In the event that MCPT fails to maintain sufficient professional liability insurance, MCPT shall immediately notify the District. Absent resolution of the inadequate insurance coverage within ten (10) days, this Agreement becomes null and void. MCPT will be responsible for any liability accruing for their failure to maintain sufficient coverage.

10. Indemnification

- (a) Notwithstanding the limits of any policy of insurance maintained by MCPT, MCPT shall defend, indemnify, and hold harmless the District and its officers, employees, agents and representatives from all claims, actions, suits, liabilities, damages, awards, costs, expenses, and attorney fee claims arising out of the provision of services under this Agreement. MCPT's duties and obligations pursuant to this paragraph will survive the termination of this Agreement.
- (b) MCPT agrees to immediately notify the District in writing of any incident which may result in a claim, demand, payment, suit, action, recovery or judgment, and any claim arising out of the performance or non-performance of duties under this Agreement.

11. Independent MCPT Status

- (a) MCPT covenants and agrees that it is independent of the District, and that it will act in accordance with such status. MCPT will not hold itself out as an employee or agent of the District;
- (b) MCPT will not make any claims, applications, demands or assert any right or privileges associated with District employees, including but not limited to workers' compensation coverage, unemployment benefits, social security coverage, retirement membership credit.

12. Termination

- (a) This agreement may be terminated by either party at any time, with or without cause, with 30 days written notice to the other party. Provided, however, that the failure of MCPT to comply with the terms, conditions, and requirements contained in this Agreement shall constitute a material breach of the Agreement and shall entitle the District to immediately terminate this Agreement upon written notice to MCPT.
- (b) In the event that this Agreement is terminated, the District agrees to reimburse MCPT for all services provided prior to the termination, unless such services were provided in violation of this Agreement.

13. Governing Law and Venue

- (a) This Agreement shall be governed by the laws of the State of New York. Any action that arises under this Agreement shall be commenced in New York State Supreme Court, Allegany County.

14. Entire Agreement

- (a) It is understood and agreed by the parties that the entire agreement of the parties is contained in the terms herein and that this Agreement supercedes any verbal discussions or negotiations which have occurred. Any alterations, amendments, deletions, or waivers of the provisions of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the day and year first above written.

MAPLE CITY PHYSICAL THERAPY, PLLC

By: _____

Dated:

ANDOVER CENTRAL SCHOOL DISTRICT

By: _____

Dated:

ANDOVER CENTRAL SCHOOL
ANDOVER, NEW YORK
TERMS AND CONDITIONS OF EMPLOYMENT
DIRECTOR OF PUPIL SERVICES
Julia A. Spencer (the "Director")

These terms and conditions of employment will remain in effect from July 22, 2022 to June 30, 2026, unless otherwise modified by Board resolution.

I. APPOINTMENT/WORK YEAR

The Director of Pupil Services (the "Director") is a twelve-month probationary appointment.

The probationary period, tenure and employment with the District will be in accordance with New York State Education Law.

The Director will work a professional work day, with her schedule to be determined by the Superintendent in consultation with the Director.

II. SCHOOL VACATION DAYS/HOLIDAYS

Upon commencement, the Director will be advanced twenty-three (23) days of vacation (exclusive of legal holidays). Thereafter, the Director will be advanced twenty-five (25) days of vacation on July 1st of each year. Although vacation days are advanced and may be used throughout the year (July 1 to June 30), the will be earned (accrue) at a rate of 2.08 days per month. The Director must receive prior approval by the Superintendent before a vacation day is to be taken. A maximum of ten (10) vacation days may be carried over into the next fiscal year.

At the time of separation from the District, for reasons other than termination, the District will pay the Director 1/220th of the Director's base salary for each unused vacation day accrued at that point in time. (For example, if the Director separates from the District after 6 months of employment, she will have accrued 12.5 days and used 5 days. The Director will be paid out for 7.5 remaining accrued vacation days as after 6 months the Director will have accrued 12.5 of the advanced 25 vacation days).

If at the time of separation, the Director has used vacation days beyond the number of days accrued at separation, the District will withhold 1/220th of the Director's base salary for each vacation day the Director has used beyond the accrued days. (For example, if the Director separates from the District after 6 months of employment, and has used 15 vacation days, the Director will have accrued 12.5 days after 6 months but used 15 days. The District will then withhold 1/220th of the Director's base salary for 2.5 days (15 used days - 12.5 accrued days = 2.5 days).

The Director will be entitled to fifteen (15) holidays as follows:

- | | |
|--|---|
| -New Year's Day and the day after or the day before depending on when the holiday falls. | -Fourth of July |
| | -Labor Day |
| -Martin Luther King Day | -Columbus Day |
| -Presidents' Day | -Veterans' Day |
| -Good Friday** | -Thanksgiving & the day after |
| -Memorial Day | -Christmas Day & the day after or day before depending on when the holiday falls. |
| -Juneteenth (2022-23 and 2023-24 only) | |

**On occasion, the District may require the Director to work on Good Friday. This date will be scheduled in the school calendar. If this occurs, one (1) Floating holiday will be given in place of the Good Friday holiday. Use of floating holidays must be approved by the Superintendent before the day of use.

III. PAID LEAVE

PERSONAL LEAVE

1. For purposes of this section, "personal leave" shall be defined as business that cannot be transacted on a day other than a workday.
2. Upon commencement, and each July 1st thereafter, the Director shall be allowed a maximum of five (5) personal days with full pay.
3. The Director shall be required to provide the reason for all personal leave absences which shall be subject to the approval of the Superintendent. Said reasons must be consistent with the definition of "personal leave" set forth above.
4. In the absence of an emergency, a minimum of 5 days' notice should be given to the Superintendent in writing.
5. Unused personal leave shall be credited to accumulated sick leave.

SICK LEAVE

1. Upon commencement, and each July 1st thereafter, the Director will be credited with eleven (11) days of sick leave.
2. Unused sick leave will accumulate and roll over year to year. However, the Director may accumulate paid leave to a maximum of 200 days for retirement benefits.

COURT APPEARANCES

Time will be given for required court appearances such as jury duty and to comply with a subpoena or other court order that is related to the Director's employment. Any compensation (not including travel and meal expenses) that may be received for such duty will be deducted from the Director's regular salary.

BEREAVEMENT LEAVE

The Director shall be entitled to five (5) days of paid leave due to a death in her immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

IV. RETIREMENT

If the Director retires from the District under the NYS Teachers' Retirement System, the Director shall be paid for any paid leave days that are unused and accumulated up to the maximum of two hundred (200) days at the rate of 1/480th the Director's salary at the time of retirement. Such payment will be made to the Director's Health Reimbursement Account (HRA) within thirty (30) days of retirement.

V. SALARY

The Director's annual salary will be:

July 1, 2022 – June 30, 2023	\$85,000 (to be prorated to start date)
July 1, 2023 – June 30, 2024	\$87,550
July 1, 2024 – June 30, 2025	\$90,177
July 1, 2025 – June 30, 2026	\$92,882

VI. MEDICAL BENEFITS

The District will provide a Point of Service Health Insurance Plan (either individual or family, according to the Director's circumstances), with a 3-Tier \$2/\$20/\$35 Co-Pay Prescription Drug Rider. The District will pay 90% of the cost of the premium with the Director making a 10% contribution. If the Director chooses not to participate in the Health Insurance Plan and has alternative coverage, upon submitting proof of alternate coverage to the Business Office, the Director shall receive a \$2,000 stipend payable in equal installments through the Director's work year for each year the Director forgoes such District coverage.

VII. FLEXIBLE BENEFITS / HEALTH REIMBURSEMENT PLANS

The District shall provide an IRS Section 125 plan, generally known as a "Cafeteria Plan," in which the Director may make contributions in accordance with IRS Regulations. In addition to an IRS Section 125 Plan, the District shall provide a 105(h) plan, generally known as a Health Reimbursement Account (HRA), and provide an employer contribution of one thousand dollars (\$1,000) each year in accordance with the following:

- A. One thousand dollars (\$1,000) will be deposited into an HRA (Health Reimbursement Arrangement) account to be used for qualified medical expenses for the Director, spouse and/or dependents as defined by IRS Regulations. Any unused amounts in the HRA will be carried forward for reimbursement of qualified medical expenses in later years. Unused funds in this account at

the time of retirement, resignation, or termination will continue to reimburse qualified medical expenses. Any unused amount remaining at the time of death will be paid in accordance with IRS regulations.

- B. HRA funds will not be available for reimbursement of qualified medical expenses until after expenses exceeding the dollar amount of the Section 125 plan have been paid, unless said expense(s) are not qualified medical expenses under Section 125 plan rules. The District shall pay all administrative costs for the HRA as long as the Director is an active employee. Once the Director retires or is no longer employed by the District, no further contributions will be made by the District; however, in such case, administrative fees will be deducted from the former Director's HRA which will continue until exhausted.

VIII. TRAVEL REIMBURSEMENT

The Director, when authorized by the Superintendent to attend conferences, workshops and meetings as a representative of the district, shall suffer no loss of pay, and shall be entitled to reimbursement for preapproved necessary room, meal and transportation expenses.

IX. PROFESSIONAL ORGANIZATIONS

The Director will be reimbursed for membership fees paid to approved professional organizations as well as approved costs for professional literature subscribed to. A comprehensive list of requested organizations and literature shall be submitted annually to the Superintendent, with costs, for approval. Approval must be received from the Superintendent.

X. CONTINUED EDUCATION

The District will reimburse up to 50% of the tuition costs for an approved degree/certificate program. To be eligible for tuition assistance, the Director must provide the Superintendent a program description and receive the Superintendent's prior written authorization. Program approval is at the sole discretion of the Superintendent and will not be used to establish an expectation, past practice or precedent for future decisions. A final copy of the grade report must be provided at the end of each semester to the Superintendent for reimbursement. A grade of A- or better must be maintained to receive reimbursement. Additional expenses such as hotel, gas/mileage, meals and time off will not be compensated nor will such expenses be eligible for reimbursement from the district.

XI. EVALUATIONS

The Director will be evaluated in accordance with New York State Education Law.

XII. RESIGNATIONS

Unless waived by the Superintendent, the payout for unused vacation days is contingent upon a sixty (60) calendar day written notice of resignation should the Director determine to resign from employment with the District. Such resignation is to be submitted to the Superintendent or Board Clerk.

XIII. PERSONNEL FILE

There shall be only one (1) personnel file in which the Director’s official record of employment will be kept. No material of a derogatory nature will be placed in the Director’s personnel file without her prior knowledge. The Director will acknowledge such material by signature. Signing of this material only indicates that the Director has seen the material, but does not necessarily mean agreement with the content. No comments will be added after the Director has affixed her signature. In the case of refusal to sign, the District may note such refusal on the document and it may be placed in the personnel file.

These terms and conditions of employment are established pursuant to Board resolution dated July 21, 2022.

ACKNOWLEDGEMENTS

Julia A. Spencer Date
Director of Pupil Services

Derek Schuelein, Ed.D. Date
Superintendent