

WAVERLY CENTRAL SCHOOLS
Waverly, NY
SPECIAL MEETING - BOARD OF EDUCATION
Thursday, August 8, 2019 @ 6:00 p.m. in Learning Commons

AGENDA

- 1.0 Call to Order and Pledge of Allegiance**
- 2.0 Statements by Waverly District Residents in Attendance**
- 3.0 Acceptance of the Agenda and Starred Items**
- 4.0 Approval of Minutes**
 - 4.1 Regular Board Meeting - July 25, 2019**
- 5.0 Communication**
- 6.0 Personnel – Approval of the attached personnel recommendations report.**
- 7.0 Finance**
- 8.0 President’s Report**
- 9.0 Old Business.**
- 10.0 New Business**
 - 10.1 Recommendation to deem as surplus items in storage that are no longer usable to the district as surplus and to dispose of the items by auction or if not suitable for auction, to be disposed of via our solid waste provider. Items range from desks, chairs, shelving and other miscellaneous items.**
 - 10.2 Recommendation to approve the annual renewal agreement between Chautauqua Transportation Services, Inc. and Waverly Central School District.**
 - 10.3 Recommendation to rescind the appointment of Paul Vesce and DASA Coordinator for Waverly Central School District.**
 - 10.4 Recommendation to approve the appointment of David Mastrantuono as DASA Coordinator for Waverly Central School District.**

10.5 Recommendation to approve and execute the Memorandum of Understanding between Waverly Central School District and E.O.P. Birth to Five School Readiness Program.

11.0 Superintendent's Report

12.0 CSE/CPSE Recommendations

13.0 Information and Reminders

August 20 @ 6 pm – CAPP Meeting @ District Office

August 22 @ 6 pm – Regular BOE Meeting in Learning Commons

September 9 @ 3:30 pm – Community Connections Meeting @ Wolverine Den

September 17 @ 5:30 – CAPP Meeting at District Office

September 19 @ 6 pm – Regular BOE Meeting in Learning Commons

14.0 Adjournment

4.1

WAVERLY CENTRAL SCHOOLS
Waverly, NY
REGULAR MEETING – BOARD OF EDUCATION
Thursday, July 25, 2019 @ 6 pm in the Learning Commons

MINUTES

MEMBERS PRESENT

David Ackland, Janel Golden, Renee Kinsley, Parvin Mensch, Cory Robinson, Colleen Talada, Jennifer Vaughn and Kristi Zimmer

MEMBERS ABSENT

Donald Mattison

OTHERS PRESENT

Eric Knolles, Kathy Rote, Michelle Keene, Elizabeth McIntosh, Jeff DeAngelo, Karen Shepard and Johnny Williams.

Call to Order and Pledge of Allegiance.

Parvin Mensch called the meeting to order at 6 p.m.

1.0 Statements by Waverly District Residents in Attendance

None

2.0 Administration of Oath of Office to new Board Member, Janel Golden by Board Clerk

Michelle Keene, Board Clerk, gave Oath of Office to new Board of Education member, Janel Golden.

3.0 Acceptance of the Agenda and Starred Items

Upon motion of Cory Robinson, seconded by Renee Kinsley and unanimously carried to accept the agenda and starred items for this meeting.

4.0 Approval of Minutes

4.1 Upon motion of Cory Robinson, seconded by Kristi Zimmer and unanimously carried to approve the minutes from July 11, 2019.

5.0 Communication

Letter from Board of Regents was shared regarding the stepping-down of MaryEllen Elia as Commissioner of Education of the State of New York, effective Aug. 31, 2019.

6.0 Personnel – Approval of the attached personnel recommendations report.

6.1 Recommendation to amend the starting salary of Airyell Kennerup from \$51,768 to \$52,691 based on new credit information.

Upon motion of Colleen Talada, seconded by Janel Golden and unanimously carried to amend the starting salary of Airyell Kennerup from \$51,768 to \$52,691 based on new credit information.

7.0 Finance

7.1 Recommendation to accept the 2018-2019 Payroll & Personnel Internal Audit Report - Corrective Action Plan.

Upon motion of Jennifer Vaughn, seconded by Renee Kinsley and unanimously carried to accept the 2018-2019 Payroll & Personnel Internal Audit Report – Corrective Action Plan.

8.0 President's Report

President Parvin Mensch welcomed Janel Golden as a Board of Education member and thanked her for her service.

9.0 Old Business.

None

10.0 New Business

10.1 Recommendation to approve the 2019-2020 Agreements between Waverly Central School District and Village of Waverly, Fire Departments and Town of Barton for the use of the fueling station.

Upon motion of Kristi Zimmer, seconded by Renee Kinsley and unanimously carried to approve the 2019-2020 Agreements between Waverly Central School District and Village of Waverly, Fire Departments and Town of Barton for the use of the fueling station.

10.2 Recommendation to accept Mercedes-Benz Financial for the 2019-2020 financing of the leasing of four 66-passenger buses and two 30-passenger buses.

Upon motion of Kristi Zimmer, seconded by Cory Robinson and unanimously carried to accept Mercedes-Benz Financial for the 2019-2020 financing of the leasing of four 66-passenger buses and two 30-passenger buses.

11.0 Superintendent's Report

Eric Knolles, Superintendent, share that our staff is very busy participating in professional development this summer. The tech camp this week included 41 of our teachers, and administrator's attendee a Leadership Summit last week.

12.0 CSE/CPSE Recommendations

None

13.0 Information and Reminders

August 8 @ 6 pm – Special BOE Meeting in Learning Commons
August 22 @ 6 pm – Regular BOE Meeting in Learning Commons

14.0 Executive Session

Upon motion of Cory Robinson, seconded by Kristi Zimmer and unanimously carried to enter into Executive Session to discuss personnel matters at 6:10 p.m.

15.0 Resume Regular Order of Business

Upon motion of Jennifer Vaughn, seconded by Renee Kinsley and unanimously carried to come out of Executive Session at 6:30= p.m.

16.0 Adjournment

Upon motion of Jennifer Vaughn, seconded by Janel Golden and unanimously carried to adjourn the meeting at 6:31 p.m.

Dated: July 26, 2019

Michelle L. Keene, District Clerk

Personnel Recommendations – August 8, 2019

6.1 Recommendation to approve Professional Probationary Appointment

*Name of Appointee: **Heather Moody**

Tenure Area: Science Teacher

Position: Secondary Science Teacher

Probationary Period Begins: September 1, 2019

Probationary Period Ends: August 31, 2023

Salary: \$53,392

Note: This probationary appointment is pending completion of Heather Moody's initial certification.

*Name of Appointee: **Nathaniel Sodeur**

Tenure Area: Music Teacher

Position: .5 FTE Instrumental Music Teacher

Probationary Period Begins: September 1, 2019

Probationary Period Ends: August 31, 2023

Salary: \$24,447

*To the extent required by the applicable provisions of Education Law Sections 2509, 2573, 3212, and 3014, in order to be granted tenure the classroom teacher or the building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law 3012-c and/or 3012-d of either effective or highly effective in at least three (3) of the four (4) preceding years. If the classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time. For purposes of this subdivision, classroom teacher and building principal mean classroom teacher or building principal such as terms are defined in Section 30-2.2 and 30-3.2 of this Part.

6.2 Recommendation to rescind the probationary appointment of W. Devan Witman, as Student Assistant Advisor, effective September 4, 2018, with a probationary period from September 4, 2018 through September 3, 2019, with a starting salary at Step 10 - \$19.87 per hour.

Recommendation to approve the provisional appointment of W. Devan Witman, as Student Assistant Advisor, pending satisfactory completion of the Civil Service exam for Student Assistant Advisor, effective September 4, 2018, with a starting salary at Step 10 - \$19.87 per hour plus benefits.

Personnel Recommendations – August 8, 2019

- 6.3 Recommendation to rescind the probationary appointment of Melissa Whitmarsh, as Student Assistant Advisor, effective September 4, 2018, with a probationary period from September 4, 2018 through September 3, 2019, with a starting salary at Step 8 - \$18.96 per hour.

Recommendation to approve the provisional appointment of Melissa Whitmarsh, as Student Assistant Advisor, pending satisfactory completion of the Civil Service exam for Student Assistant Advisor, effective September 4, 2018, with a starting salary at Step 8 - \$18.96 per hour plus benefits.

- 6.4 Recommendation to rescind the probationary appointment of Gregory Vaughn, as Student Assistant Advisor, effective September 2, 2019, with a probationary period from September 1, 2019 through August 31, 2019, with a starting salary at Step 9 - \$19.66 per hour.

Recommendation to approve the provisional appointment of Gregory Vaughn, as Student Assistant Advisor, pending satisfactory completion of the Civil Service exam for Student Assistant Advisor, effective September 2, 2019, with a starting salary at Step 9 - \$19.66 per hour plus benefits.

- 6.5 Recommendation to approve the provisional internal voluntary appointment of Julie Volpe Horton, as Student Assistant Advisor, pending satisfactory completion of the Civil Service exam for Student Assistant Advisor, effective September 2, 2019, with a starting salary at Step 1 - \$16.32 per hour plus benefits.

6.6 **Recommendation to Approve Coaching Appointments**

Jeffrey Mastrantuono

Position: Volunteer Football Coach for 2019-2020 Fall Sports Season

Effective: August 9, 2019

Taylor Skerpon

Position: Volunteer Football Coach for 2019-2020 Fall Sports Season

Effective: August 9, 2019

Greg Vaughn

Position: Volunteer Football Coach for 2019-2020 Fall Sports Season

Effective: August 9, 2019

Personnel Recommendations – August 8, 2019

- 6.7 Recommendation to approve the attached list of Game Personnel for Fall Sports.
- 6.8 Recommendation to amend the starting salary of Erin Belile, School Counselor, from \$52,411 to \$51,966 based on updated credit calculations.

Waverly Central Schools

15 Frederick Street
Waverly NY 14892
(607)565-2841 Fax (607)565-4997

10.1

Eric A. Knolles, Superintendent
Kathy J. Rote, Business Administrator
David Mastrantuono, Director of Management Services

To: Board of Education

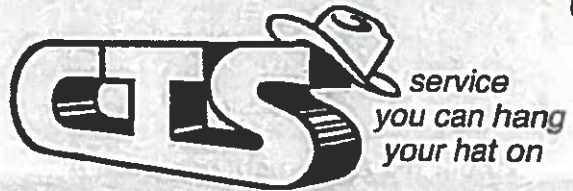
From: Kathy Rote

Date: August 8, 2019

Re: Surplus items

There are many items in storage that are no longer usable to the district. These range from desks, chairs, shelving, and other miscellaneous items. We would like permission to dispose of items no longer of use by way of auction, or if not suitable for auction, to be disposed of via our solid waste provider.

10.2



CHAUTAUQUA TRANSPORTATION SERVICES, INC. PO BOX 1100 CHAUTAUQUA, NY 14722
716-269-7383 ■ FAX 716-269-7384

TO: All Client Fleets
FROM: Pete James *PJ*
DATE: 6/30/19
RE: Renewal of Agreements

Enclosed are our annual renewal Agreements for the support services that we provide for your bus fleet operation. There is a cover sheet that explains the format of our Agreement - a basic contract to do business together (1st four pages to and including signatures), and then the attached appendices that provide the detail of each of our services. And there are the two complete copies - one to sign, initial, & return, and one for your file.

We have included Appendices to cover the same services that we provided to your fleet this past year. After signing the Base Agreement, simply initial the Appendix for each service you want for this next year. If there is some you no longer need or want from us, simply return the Appendix without initialing. If on the other hand, you want to add additional services, just check the boxes on page 1 and we will send any additional Appendix for your initials. It's also possible once the Base Agreement is in place, to add or delete services during the year by giving us a call.

Transportation is a continually changing world of requirements and keeping fleet operations current with compliance can be a real challenge. And we are seeing from the perspective of front line experience how budget pressures can affect compliance goals and liability responsibilities. So we are always interested in your questions, comments, and suggestions as we all try to get the job done in the best way possible.

We enjoy working with your Transportation staff, and hope to be able to do so again this year.

PJ/ald

About the Agreement enclosed –

Our format is a **Basic Agreement** to do business together (first 3 pages), and above our signatures covers such things as our relationship as an outside provider to your operation, and the protections both you and I need because of the high liability exposure that is inherent to the transportation of children in today's highway/traffic environment, and in the litigious society that we have become.

As you can see from the “**menu**” of services listed in **Section 1** of the Agreement, some of our services are very specific to a requirement to insure good compliance with that specific Law or Regulation.

The term of our Agreements commence with an agreed upon start date, but usually ends with the typical school fiscal year. Even if services are completed in advance of that, the Agreement can lay in place and effect in case you need something further, without the need to process a new Agreement for each request. Each new school year provides opportunity for renewal considerations. Our hope of course, is that you will have found our services satisfactory and want to renew. But needs may change, on your part and/or ours, and should be reviewed before renewed.

To our Basic Agreement, we add **Appendices** that cover the details of the various services we can provide. I have attached the ones requested (or the ones you had in place last year if this is a renewal), but the final choice of services you request from CTS, or may prefer to obtain somewhere else or accomplish with in-house staff, always remains with you. And Appendices can be added to the Base Agreement as the year progresses. Once the Agreement with Appendices is in place, you are still only obligated for whatever you call to schedule.

About the attached Appendices –

Each Appendix covers the details of a specific service, and hopefully are self-explanatory. But to offer comment on Appendix H for example: Many things can be covered with this **General Consulting** service, almost like a “catch-all” for anything you need related to your transportation operation that isn't covered by a more specific Agreement Appendix. This can even include help in finding other service providers that you may need or want, such as testing service for your Federal (USDOT) Drug & Alcohol testing requirements for example. We can provide compliance monitoring, file requirements, training, etc. in this area, but we look to third party testing services to do the actual testing (urinalysis for drug and breath analysis for alcohol), lab work, medical review, etc.

Your costs for these services are pretty specific in the Appendices that quote fees on a per session, per driver, per year, etc. basis. General consulting is necessarily quoted on an hourly basis as needs will vary from one operator to another, as well as from one year to another for the same operator. If you need to discuss ballpark estimates, or any of this needs more clarification, please feel free to call and we'll do our best to provide whatever further information you need.

AGREEMENT

This agreement is entered into as of the later of the dates set forth at the end of this Agreement by and between:

CHAUTAUQUA TRANSPORTATION SERVICES, INC.
P.O. Box 1100, Chautauqua, New York 14722
(hereinafter "CTS")

and

WAVERLY CENTRAL SCHOOL DISTRICT
15 Frederick Street, Waverly, New York 14892
(hereinafter "CLIENT")

In consideration of the mutual covenants contained herein, CTS and CLIENT agree as follows:

1. SERVICES TO BE PERFORMED

CTS will perform the services described in the attached Appendices (check all that apply):

- Appendix A – Bus Driver Programs (NYSED)
- Appendix B – Bus Attendant/Monitor Program
- Appendix C – Guest Instructor
- Appendix D – Driver Training Programs (CDL)
- Appendix E – Federal Drug/Alcohol Awareness Training (USDOT)
- Appendix F – Physical Performance Testing (NYSED)
- Appendix G – 19A Services (NYS DMV)
- Appendix H – Consultant Services
- Appendix I – Meeting Planner Services
- Appendix J – PTSI Consultant/Instructor

All Appendices checked are incorporated herein. If additional CTS services are requested during the term of the base Agreement, additional Appendices may be added by mutual consent.

2. RELATIONSHIP OF PARTIES

- 2.1 CTS and CLIENT agree that CTS will perform services to this Agreement as an Independent Contractor, and shall have control of its work and the manner in which it is performed. CTS shall be free to contract for similar services to be performed for other clients during the term of this Agreement.

3. TERM

- 3.1 This Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020, unless terminated by one of the parties as hereinafter provided.

4. CONFIDENTIALITY

- 4.1 CTS agrees to retain all non-public information obtained from CLIENT identified as confidential and agrees not to release or discuss any of such information unless CTS has obtained the prior consent of CLIENT or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

5. COMPENSATION

- 5.1 CLIENT agrees to pay CTS its fees and/or expenses at the rates for the services provided as specified in the attached Appendices. Upon request, CTS will provide an estimate of the time and costs it will take to perform the work outlined by the CLIENT. If it becomes apparent to CTS that it will need to exceed the estimates provided to complete its work, CTS will provide CLIENT with a revised estimate and shall proceed only after being granted permission by CLIENT.

6. BILLINGS

- 6.1 Invoices will be tendered after the end of each month. CTS will provide a detailed breakdown itemizing each charge for the month. Payments are due 28 days after the invoice date. Billings from the previous month not paid will be noted as, "Previous Balance". Late charges at the rate of 1.5% per month will be added to bills not paid within 30 days.
- 6.2 The payment of all fees and expenses is the responsibility of the Client notwithstanding Client's relationship with third parties, contingency arrangements, subrogation, etc. Failure to include a chargeable item in one billing shall not constitute a waiver of the right to assess the charges in a subsequent billing.
- 6.3 Questions concerning specific billings are welcomed and requests for corrections must be submitted within 30 days after date of billing in question.

7. INDEMNIFICATION

- 7.1 CTS shall be responsible for its own willful misconduct or gross negligence during the term of this Agreement. However, CLIENT shall indemnify and hold harmless CTS and all of its officers, employees, or agents for any liability, claim, demand, judgment or expense of any kind, including reasonable attorney's fees, arising from or relating in any manner to this Agreement, or any of the services provided or to be provided by CTS hereunder, including, without limitation, any claim by CLIENT, a participant, or any third party arising after the term of this Agreement, which pertains to the subject matter of CTS's services provided hereunder, but arises from CLIENT's own misconduct and/or negligence following the expiration of this Agreement. CLIENT shall use competent legal counsel acceptable to CTS to defend any such claims.

8. RESOLUTION

8.1 The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in Chautauqua County, State of New York but this shall not preclude either party from bringing an action in any other county which represents the proper venue for such an action.

8.2 In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the CLIENT agrees to pay reasonable attorney's fees and all costs and expenses incurred by CTS including collection costs, provided that CTS is the prevailing party in said matter either by settlement, litigation or otherwise.

9. ALTERATION

9.1 This Agreement may not be altered, modified, or amended except in writing, properly executed by the parties hereto.

10. ASSIGNMENT

10.1 This Agreement may not be assigned by any party.

11. GOVERNING LAW

11.1 All actions arising out of the performance of this Agreement shall be governed by the laws of the State of New York.

12. ENTIRE AGREEMENT

12.1 This Agreement represents the whole and entire agreement between the parties, and no other agreements or representations, oral or written, have been made by either party.

13. BOCES COURIER

13.1 Permit CTS to use the BOCES courier system, where available, for mailing to and from BOCES centers and BOCES components.

14. PRIMARY CONTACT

14.1 Primary contact at CLIENT shall be _____ for Agreement and Invoicing issues, and _____ for Operations.

Primary contact at CTS shall be Pete James and/or Office Manager.

15. TERMINATION

15.1 This Agreement shall terminate upon expiration of Term set forth in Section 3, but may be earlier terminated by either party upon thirty (30) days written notice, for failure to comply with the terms and conditions of the Agreement, or for any other reason. CTS shall be compensated for all services performed up to date termination is effective.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement on the date set forth below.

CHAUTAUQUA TRANSPORTATION SERVICES, INC.

Date: 7/1/19


By: K.H. Pete James, President

WAVERLY CENTRAL SCHOOL DISTRICT

Date: _____

By: _____ Title: _____

APPENDIX A – Bus Driver Programs (NYSED)

1. **SERVICES:** CLIENT agrees to engage CTS for the purpose of providing for the coordination and instruction of school bus driver training programs to comply with requirements and guidelines of the NY State Education Department (NYSED), described generally as follows:

- Pre-Service Sessions (4 hour minimum)
- Refresher I Sessions (2 hour minimum)
- Refresher II Sessions (2 hour minimum)
- Basic Course (30 hour minimum)
- Advanced Course (10 hour minimum)
- Other _____

2. **COMPENSATION:** As compensation for the services to be performed under this Agreement, CLIENT shall pay to CTS the following sum per scheduled:

- 2.1 Pre-Service \$ _____ per Driver
- 2.2 Refresher I \$ 500.00 per session
- 2.3 Refresher II \$ 500.00 per session
- 2.4 Basic Course \$ _____ per course
- 2.5 Advanced Course \$ _____ per course
- 2.6 Other \$ _____ per _____
- 2.7 Additionally, travel expense incurred by CTS Instructors shall be limited to mileage only, and reimbursable at the current Federal rate per mile.
- 2.8 Incidental expenses incurred pertaining to the course shall also be reimbursed upon submission by CTS of receipts or other appropriate documentation, and may be invoiced on a per-participant basis.

3. **CTS DUTIES:** CTS shall conduct courses marked in Section 1 at locations to be determined by the CLIENT. The duties of CTS shall include the following:

- 3.1 Schedule all courses by providing dates, times, locations, Instructors, and sequence of Units.
- 3.2 Provide instruction using only current State Education Department Certified School Bus Driver Instructors (hereinafter "SBDI"), or qualified guest speakers monitored by a current SBDI.
- 3.3 Prepare and file course approval applications as required by the NYS Education Department and forward copy to CLIENT.
- 3.4 Complete, certify and file course completion forms as required by the NYS Education Department and forward copy to CLIENT.
- 3.5 Distribute original of any certificates required by the NYS Education Department to Drivers, with copy to employer of record.

4. **CLIENT DUTIES:** CLIENT shall support the accomplishment of the services provided during the term of this Agreement, including the following responsibilities.

- 4.1 CLIENT shall distribute program announcements and schedules, and shall assign Drivers to sessions and provide CTS with a list of those registered for each session at least 10 days in advance of the session date. Courses scheduled, but not generating sufficient registrations, as mutually determined, may be cancelled. Such cancellations must be at least 10 days in advance of start date.
- 4.2 CLIENT shall provide suitable facilities and services to CTS in order or CTS to perform its duties, including suitable meeting space, supplies, and equipment as requested by CTS to promote a good learning environment while accomplishing requirements.
 - A. Meeting space shall, at a minimum, have adequate seating and tables or desks suitable for adults, and where applicable meet the NYS-DMV requirements for Point Insurance Reduction Programs.
 - B. Buses needed for conduct of Driver training programs must be properly licensed, insured, in good operating order, and display current DOT Certificate of Inspection.
 - C. Access to facilities and equipment by Instructors at least one half hour prior to session time for setup, and one half hour afterwards for packing out.
- 4.3 Provide audio-visual equipment as may be requested by Instructors through CTS.
- 4.4 Provide handout copies and supplies as requested by CTS.
- 4.5 CLIENT is responsible for the arrangement for, and cost of, refreshments to be provided for participants.
- 4.6 Distribute original of any CLIENT-generated certificates to Drivers with copy to employer of record.
- 4.7 Provide catalogue listings or other publications of available training aids; process requests and deliveries of the same from various media providers; and repair and clean any films or equipment used for the course.
- 4.8 Copy to CTS any and all information received by CLIENT relative to Transportation operations, changes, updates, etc.

APPENDIX H - CONSULTANT SERVICES

1. **SERVICES:** CLIENT agrees to engage CTS for the purpose of providing Consultant Services relative to the transportation of children as a support service to CLIENT, described generally as follows:

General Consulting (available as requested)

Specific Project (as identified)

Accident Reporting/Review

NOTE: Expert witness services and assistance with post-accident litigation is available by separate and specified Agreement.

Compliance Review

Fleet Assessment

Policy Review

Other (as described): _____

Transportation Supervisor In-service and Consulting with scheduled Roundtables (see separate announcement for details of this subscription service)

1.1 It is understood that CTS acts as a resource on transportation-related issues, and its responses are advisory in nature.

1.2 The transportation consultant assigned to this Agreement will be K.H. Pete James, and information, advice and recommendations offered will be based on his experience and background as well as any research that may be required.

1.4 Other consultants or persons as resources may be used as mutually agreed in advance.

2. **COMPENSATION:** As compensation for the services to be performed under this Agreement, CLIENT shall pay to CTS the following sum:

2.1 Compensation includes an annual retainer of ONE THOUSAND dollars (\$1,000.00) to be invoiced at the beginning of the term, or subsequent renewals, of this agreement. FIVE HUNDRED dollars (\$500.00) of the remainder is a non-refundable minimum fee charged. The retainer will be credited against billings for services performed and/or expenses incurred.

2.2 For General Consulting, the rate of \$100.00 per hour, billed by the tenth of an hour with a minimum charge of two tenths of an hour, as invoiced either on a monthly or as completed basis. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.

2.3 Travel expense incurred within the local area (defined as within a 100 mile radius of CTS Office) shall be mileage only and reimbursed at the current Federal rate per mile. Any travel expense that may be necessary beyond the local area shall be reimbursable as mutually agreed prior to the travel.

2.4 Incidental expenses incurred pertaining to the services shall also be reimbursed upon submission by CTS of receipts or other appropriate documentation.

H-1

Client initials: _____

- 2.5 Specific Projects billed as mutually agreed in advance.
- 2.6 Supervisor In-Service consulting with Roundtables (as described in announcement) will be invoiced, and is payable, as a retainer at the beginning of the term of the Agreement. The annual subscription fee is \$ 1500.00 per District/Fleet per year to this service.

3. **CTS DUTIES:** The duties of CTS shall include, but not be limited to, the following:

- 3.1 Attend meetings as mutually scheduled in advance at locations to be determined.
- 3.2 Research questions or issues relative to transportation, as requested by CLIENT Administration or staff.
- 3.3 Assist with specific transportation projects as requested by CLIENT Administration or staff, and as mutually agreed and scheduled.
- 3.4 Represent CLIENT in transportation matters as requested by CLIENT Administration or staff, and as mutually agreed and scheduled.
- 3.5 Other (as described): _____

4. **CLIENT DUTIES:** CLIENT shall support the accomplishment of the services provided during the term of this Agreement, including, but not limited to, the following responsibilities:

- 4.1 Provide notification to all participants, including CTS, of all meetings, schedules, etc. as mutually planned and that involve CTS.
- 4.2 Provide suitable facilities and services to CTS in order for CTS to perform its duties, including suitable meeting space, supplies and equipment as requested by CTS or as identified by CLIENT.

MEMORANDUM OF UNDERSTANDING
BETWEEN
WAVERLY CENTRAL SCHOOL DISTRICT
AND
E.O.P. BIRTH TO FIVE SCHOOL READINESS PROGRAM

10.5

This agreement is between Waverly Central School District and E.O.P. Birth to Five School Readiness Program for the period of July 1, 2019 to June 30, 2020.

I. Purpose Statement:

The purpose of this agreement is to establish working procedures between Waverly Central School District and E.O.P. Birth to Five School Readiness Program in the provision of services to preschool children eligible for special education in compliance with Federal and State laws and regulations.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that children eligible for preschool education services receive a free appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each agency cooperatively maintain communication and share leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between Waverly Central School District and E.O.P. Birth to Five School Readiness Program are developed, implemented, and preserved.

This agreement is applied only to children Birth to Five years of age which are eligible for special education services.

II. Program Mandates

School District Responsibilities:

1. Locate and identify children birth to 5 with disabilities through child-find effort that includes a process for screening.
2. Provide services to preschool children with disabilities on a mandatory basis.
3. Provide preschool children with disabilities a free and appropriate public education including the development and implementation of an Individualized Education Plan, which includes all the components of an IEP, procedural safeguards, and the provision of related services.
4. Place preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers to the maximum extent appropriate.
5. Work with appropriate community agencies to provide services to preschool children with disabilities.

III. Transition

The school district provides Kindergarten Screening. The E.O.P. Birth to Five School Readiness Program helps prepare parents for the student's transition. The district schedules evaluations prior to CSE review. E.O.P. Birth to Five School Readiness Program will work with the district staff on transitioning goals and timelines.

IV. E.O.P. Birth to Five School Readiness Program Responsibilities

1. Recruit, enroll, and serve eligible children ages birth-5. No less than 10 percent of the total number of enrollment opportunities in Early Head Start (EHS) and/or Head Start (HS) Programs shall be available for children with disabilities who are eligible to participate.
2. Screen all enrolled children within 45 days for potential problems in the areas of health and development.
3. Refer children found to be at risk to appropriate professionals for diagnostic evaluation.
4. Work closely with other community agencies in order to provide services to children with disabilities.

5. Assure that children with disabilities receive all services to which they are entitled according to Head Start Program Performance Standards for children with Disabilities.

V. Service Implementation

1. Child Find/Screening

E.O.P. Birth to Five School Readiness Program will provide development and behavioral screenings within 45 calendar days of the entry date. Staff will share screening information with the child's parent/guardian. The school district only receives screening information upon referral to special education with parental consent.

2. Referral for Evaluation

A special education referral form is filled out by the E.O.P. Manager of Education and Child Development Services. Parental rights information and the CPSE process is given to parents and process and rights are explained by the E.O.P. Birth to Five School Readiness Program staff. E.O.P. will provide transportation by taxi when the parent has no transportation to the site for their child's evaluations to be completed. Waverly Central School District will invite the E.O.P. Manager of Education and Child Development Services, and other staff who work with the child and family to the CPSE meeting. The CPSE team utilizes evaluations for decision-making and other assessment data with parental consent.

3. Comprehensive Evaluation

Waverly Central School District has designated evaluation teams that complete the evaluations. The E.O.P. Manager of Education and Child Development Services or the CPSE Chairperson may determine if other assessments or evaluations are needed. The Manager of Education and Child Development Services will send written request to the chairperson for additional evaluations. Parents may request other evaluations if they see fit. The comprehensive evaluation must be completed within 60 calendar days from the referral.

4. IEP Development

The E.O.P. Manager of Education and Child Development Services, and other appropriate staff may participate as members of the CPSE Committee. Parents are encouraged to participate by both agencies. Transportation is provided to parents if needed. The CPSE Chairperson or designee sends the IEP to the E.O.P. Manager of Education and Child Development Services; then it is copied and distributed to personnel working with a respective child. IEP's will be kept in EHS and/or HS classrooms provided with safeguards established to maintain security. E.O.P. Manager of Education and Child Development Services, and staff will support IEP goals and participate at annual reviews and other meetings.

5. Placement

EOP Birth to Five School Readiness Program input is given consideration regarding placement decisions. Provision of services in a Head Start classroom may be recommended by the CPSE team as the least restrictive environment, if appropriate. The ERSEA Manager is notified by the Head Start Manager of Education & Child Development Services when the District's referral is received in writing. Considerations include: Head Start eligibility, proximity to child's home, and transportation feasibility. Completion of the application and enrollment process must be in place before a child attends the EOP Birth to Five School Readiness Program. The EOP Manager of Education & Child Development Services notifies the CPSE Chairperson of the child's placement and starting date, and the IEP is amended and forwarded in a timely manner.

6. Specific Program Service Delivery

Special Education Itinerant Teachers and other related services are implemented as stated in IEPs. The EOP Manager of Education & Child Development Services, SEITs and therapists speak as needed on issues and progress. The EOP Manager of Education & Child Development Services will request program review if need arises. All staff members involved with the child plan together, teach and evaluate. Transportation – The EOP Birth to Five School Readiness Program contracts with Terps Enterprises. Transportation may be available to bus some children with special needs from the Waverly School District to nearby sites, in emergency situations. In general, children will be transported by family members.

7. Hiring/Supervising

The municipality does all approval and contracting for SEIT and related services. Each agency does their respective hiring. The EOP Manager of Education & Child Development Services supervises EOP Education staff. Each SEIT and related services provider is supervised by the supervisor of the individual agency they come from. The district does not have direct supervision over these staff; however, the CPSE Chairperson may be notified or consulted with as needed.

8. Progress

Progress reports are provided by service providers quarterly and reviewed by EOP Birth to Five School Readiness Program staff. Staff also tracks children's progress in *Teaching Strategies Gold*, which is reviewed at Professional Team Meetings each month. SEITs and other related service providers are encouraged to attend team meetings.

9. Transition to Kindergarten

The school district provides Kindergarten screenings. The EOP Birth to Five School Readiness Program is involved with the School Readiness Project that assesses students' school readiness skills and shares information with LEAs. The EOP Birth to Five School Readiness Program helps prepare parents for transition through a Transition Plan (on file for transition). The Waverly School District will review all CPSE children for CSE eligibility in June.

VI. Confidentiality

Waverly Central School District and EOP Birth to Five School Readiness Program shall follow the requirements outlined in the Family Education Right to Privacy Act.

VII. Termination/Review

This memorandum of understanding will be reviewed and revised by the Waverly Central School District and EOP Birth to Five School Readiness Program on an as needed basis or at least once annually. This agreement may be terminated by any party upon thirty days written notice.

President, Board of Education

Date



CPSE Chair, Waverly



Date

Andrea Ogunwumi, Executive Director, EOP

Date

Bill Brodgerski, Program Director, EOP

Date

Kim Doud, Manager, Education & Child Development Services, EOP

Date