

SPECIAL meeting of the
Oneida City School District
Board of Education

March 17, 2021
6 PM at Costello Transportation Center



District Mission: To educate, inspire and empower.
District Vision: Students reaching their fullest potential.

Agenda

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Public Forum (20 Minutes)**
- IV. Presentation**
 - a. Mr. Barry Entwistle – New York State Schools Board Association
- V. Resolutions**
 - a. Personnel
 - b. Memorandum of Understanding – Administrative Restructuring
 - c. Abolishment of Oneida City School District Position
 - d. Creation of Oneida City School District
 - e. Approval of Job Description: Assistant Superintendent for Curriculum, Instruction and Assessment
 - f. Approval of Job Description: Director of Special Education CSE Chair
 - g. Reduction of Oneida City School District Position for 2021-2022 School Year
 - h. Universal PreKindergarten (UPK) Contract: 2020-2021 School Year
- VI. Adjournment**

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. KATHLEEN DAVIS

RE: PRESENTATION

DATE: MARCH 17, 2021

Mr. Barry Entwistle from New York State School Board Association will be presenting.

PRESENTATION ONLY

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: PERSONNEL
DATE: MARCH 17, 2021

We are recommending approval of the attached personnel items for the March 17, 2021 Board of Education meeting.

RECOMMENDED ACTION

Motion to approve the personnel items for the March 17, 2021 Board of Education meeting as presented.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

Oneida City School District
Personnel Report
March 17, 2021
Board of Education Meeting

RECOMMENDED INSTRUCTIONAL RETIREMENT

Personnel	Building	Position	Effective
Infarinato, Kenneth	OSMS	Foreign Language Teacher	June 25, 2021

RECOMMENDED ONE-TIME SALARY ADJUSTMENTS

Personnel	Building	Tenure Area	Effective
Wells, Karyn	SS	Elementary Teacher	2021-2022 school year

Oneida City School District
Personnel Report
March 17, 2021
Board of Education Meeting

CLASSIFIED PERSONNEL

RECOMMENDED CLASSIFIED TRANSFER

NAME	TITLE	LOCATION FROM	LOCATION TO	EFFECTIVE DATE
Adriane Bashaw	Teacher Aide	WP - 5.5 hr./day	DV - 5.5 hr./day	3/15/21

RECOMMENDED CLASSIFIED SUBSTITUTE

NAME	TITLE	LOCATION
Colleen Kahler	Clerk	District Wide

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
**RE: MEMORANUDUM OF UNDERSTANDING: ADMINISTRATIVE
RESTRUCTURING**
DATE: MARCH 17, 2021

The Memorandum of Understanding between the Oneida City School District and the Oneida Administrators Association for Administrative Restructuring has been reviewed and recommended by Superintendent Dr. Kathy Davis and is attached for your review and approval as submitted.

RECOMMENDED ACTION

Motion to approve the Memorandum of Understanding for Administrative Restructuring as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ONEIDA ADMINISTRATORS' ASSOCIATION
AND
THE ONEIDA CITY SCHOOL DISTRICT**

This Agreement, dated this _____ day of March 2021, is entered into by and between the Oneida City School District, with its administrative offices and principal place of business located at 565 Sayles Street, Oneida, New York 13421 (the "District") and the Oneida Administrators' Association (the "OAA"), (collectively referred to hereinafter as "the Parties").

WITNESSETH:

WHEREAS, the OAA is the recognized agent and representative of certain full-time administrative and supervisory personnel, as defined by Article II of the Parties' collective bargaining agreement covering the term of July 1, 2019 through June 30, 2022 (the "CBA"); and

WHEREAS, the Parties wish to enter into this Agreement to modify and to clarify the scope of positions included in the bargaining unit; along with certain other terms;

THEREFORE, the Parties hereby agree to the following terms:

1. Subject to, and as a condition subsequent to, any action by the Board of Education to create the position of Director of Special Education/ CSE Chair; the Parties agree that said position shall be included in the scope of the OAA bargaining unit as defined by Article II of the Parties' CBA, as of the date of creation of same. Upon such action, the Parties further agree that the guidelines for minimum entry level salaries established within Article V of the CBA shall be revised to reflect a salary for the Director of Special Education that is equivalent to the position of Elementary Principal.
2. Subject to, and as a condition subsequent to, any action by the Board of Education to abolish the position of Assistant High School Principal (twelve (12) month position) and to create the position of Assistant High School Principal (ten (10) month position), the Parties agree that the guidelines for minimum entry level salaries established within Article V of the Parties' CBA shall be revised to reflect a prorated salary for the ten (10) month position, equal to 10/12 of the existing Assistant High School Principal position as set forth in Article V.
3. Notwithstanding the above agreements, the OAA acknowledges that the Board of Education maintains and reserves the right and discretion to create and/or abolish positions within the District.
4. The Parties acknowledge that during their joint discussions which resulted in this Agreement, that they were fully and fairly represented, that they had unlimited right and

opportunity to propose the terms of this Agreement; and that they freely, voluntarily and knowingly entered into this Agreement, having read and fully understand its terms.

5. This Agreement may not be modified or altered without written agreement by both Parties.
6. This Agreement shall become effective upon board approval and execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of each and by and through their respective authorized personnel as of the date and year specified herein.

Dr. Kathleen M. Davis
Interim Superintendent of Schools
Oneida City School District

President
Oneida Administrators Association

Dated:

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: ABOLISHMENT OF ONEIDA CITY SCHOOL DISTRICT POSITION
DATE: MARCH 17, 2021

The recommendation to abolish the Oneida City School District Administrator for Curriculum, Instruction & Assessment position has been reviewed and recommended by Superintendent Dr. Kathy Davis as submitted.

RECOMMENDED ACTION

Motion to approve the abolishment of the OCSD Administrator for Curriculum, Instruction & Assessment position as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: CREATION OF ONEIDA CITY SCHOOL DISTRICT POSITION
DATE: MARCH 17, 2021

The recommendation to create the Oneida City School District Assistant Superintendent for Curriculum, Instruction and Assessment position has been reviewed and recommended by Superintendent Dr. Kathy Davis as submitted.

RECOMMENDED ACTION

Motion to approve the creation of the Assistant Superintendent for Curriculum, Instruction and Assessment position as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: APPROVAL OF JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT POLICY 3201
DATE: MARCH 17, 2021

The recommendation of the attached job description for the Oneida City School District Assistant Superintendent for Curriculum, Instruction and Assessment position, Policy #3201, has been reviewed and recommended by Superintendent Dr. Kathy Davis as submitted.

RECOMMENDED ACTION

Motion to approve the job description for the OCSD Assistant Superintendent for Curriculum, Instruction & Assessment, Policy #3201, as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

Policy

Draft 03/12/2021

ADMINISTRATION

3201 Replaces Existing 3201

JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT

- I. The Assistant Superintendent for Curriculum, Instruction and Assessment reports directly to and is evaluated by the Superintendent of Schools. The Assistant Superintendent for Curriculum, Instruction and Assessment shall be a position with terms and conditions of employment stipulated in a contract/agreement with the Board of Education (the Board).
- II. The Assistant Superintendent for Curriculum, Instruction and Assessment shall perform the following duties and responsibilities:
 1. Coordinate the district in-service programs including continuing education, workshops, and conference days, as assigned by the Superintendent. Serve as a resource to building administrators in obtaining consultants and other necessary services.
 2. Serve as a resource to building principals and faculty on the review and development of curriculum. Organize the process to be used by administration and staff in the recommendation of textbooks and software and selection of other instructional materials.
 3. Serve as a member of the District Administrative Team. Participate on and/or chair subcommittees of the Administrative Team.
 4. Supervise and recommend priorities in curriculum and instructional areas.
 5. Assist in the recruitment and selection of professional personnel.
 6. Assist in managing goal-setting priorities for the District.
 7. Coordinate the District testing program, Data warehousing, SIR reporting, and ESSA.
 8. Coordinate the District's current efforts in regards to New York State Education Department initiatives.
 9. Assist in planning and carrying out district-wide programs for curriculum review and development PreK-12.
 10. Assist in developing an effective in-service education program for the instructional and support staffs. AIS/RTI oversight and implementation.
 11. Integrate instructional programs among all schools and articulate curricula between elementary grade levels, elementary schools, and the middle school/high school.
 12. Assist principals in the planning and implementation of effective programs of

ADMINISTRATION

supervision and evaluation.

- 13. Provide guidance in the selection and use of textbooks, instructional software, and other teaching materials.
- 14. Serve as liaison with BOCES administrators in developing in-service programs for teachers.
- 15. Supervise and recommend priorities in accelerated, pre-school and early childhood programs.
- 16. Attend all Board meetings.
- 17. Undertake any additional duties and responsibilities as deemed necessary and appropriate by the Superintendent.
- 18. Prepare recommendations for the Superintendent regarding implementation of new regulations or procedures as mandated under Education Law.
- 19. Maintain such federal, state, and local records and reports as are required by law.
- 20. Complete all reports as required by the State Education Department, other agencies, or as assigned by the Superintendent.
- 21. Prepare written Board policy and administrative practices and procedures to carry out the functions and requirements of Parts 100 & 200 of the Commissioner's Regulations (as needed).
- 22. Assist directly in collective negotiations on behalf of the District.
- 23. Serve in a confidential capacity to the Superintendent in matters of Labor Relations and Personnel Administration.
- 24. Oversight of K-12 guidance.
- 25. Oversight of ELL, management, tutoring, foster programming homeless.
- 26. Assist the evaluation and administration of K-12.
- 27. Oversight of Pre-K and K State reports and registration.

III. The positions reporting to the Assistant Superintendent for Curriculum, Instruction and Assessment are outlined on the District Organizational Chart.

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Oneida City School District
 Adopted: 06/09/2020
 Revised: _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
**RE: APPROVAL OF JOB DESCRIPTION: DIRECTOR OF SPECIAL
EDUCATION CSE CHAIR POLICY 3209**
DATE: MARCH 17, 2021

The recommendation of the attached job description for the Oneida City School District Director of Special Education CSE Chair position, Policy 3209, has been reviewed and recommended by Superintendent Dr. Kathy Davis as submitted.

RECOMMENDED ACTION

Motion to approve the job description for the OCSD Director of Special Education CSE Chair, Policy 3209, as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

ADMINISTRATION

JOB DESCRIPTION: DIRECTOR OF SPECIAL EDUCATION CSE CHAIR

- I. The Director of Special Education CSE Chair reports directly to and is evaluated by the Assistant Superintendent for Curriculum, Instruction and Assessment.
- II. The Director of Special Education CSE Chair shall be a tenure position with terms and conditions of employment stipulated in an agreement with the Administrator's Association.
- II. The Director of Special Education CSE Chair shall perform the following duties and responsibilities:
 1. Serve as a Chairperson of the Committee on special Education.
 2. Supervise the clerical staff assigned to the special education department.
 3. Supervise the school psychologists, speech therapists, occupational therapist, physical therapists, and school social workers.
 4. Assist the building principals in the supervision of special education staff assigned to their building.
 5. Become familiar with and inform the Committee on Special Education and Committee on Preschool Special Education and other appropriate staff members of instructional alternatives, new programs and services, agencies serving the disabled, and new regulations and/or procedures.
 6. Prepare the annual register of pupils with disabilities.
 7. Facilitate the implementation of special education placements with appropriate building personnel and/or parents/guardians.
 8. Provide accurate monthly enrollment data for students placed in BOCES programs, other public school and private school special education programs.
 9. Serve as budget originator of all District-wide special education programs.
 10. Initiates procedures to "seek out" and identify all students with disabilities.
 11. Conducts annual reviews and periodic reassessment of pupils.
 12. Coordinate efforts of parent advisory committee.
 13. Maintains pupils' records.

ADMINISTRATION

JOB DESCRIPTION: SPECIAL EDUCATION COORDINATOR

14. Provides in-service training programs for regular and special education personnel.
15. Prepares for compliance reviews.
16. Provide information for central office administration and the Board.
17. Represent special education to others in the educational system.
18. Initiate program development activities.
19. Prepare District personnel and all materials for monitoring by compliance review teams.
20. Develop plans for local use and to meet state and federal requirements.
21. Develop policies, regulations, and guidelines.
22. Involve appropriate individuals in the planning process.
23. Interpret the laws and planning for compliance.
24. Coordinate and arrange student support services.
25. Assure appropriate student IEPs are developed, distributed and implemented.
26. Coordinate special education programs PreK-12.
27. Provide program support services to site administrators and teachers.
28. Monitor and ensure efficient budget control for special programs PreK-12.
29. Maintain pupil counts and other records related to special education students PreK-12.
30. Assist in recruitment, selection, and evaluation of staff.
31. Provide technical knowledge regarding educational disabilities and resultant pupil needs.
32. Ensure procedural safeguards and due process procedures are followed for special education students in accordance with Education Law.

ADMINISTRATION

JOB DESCRIPTION: SPECIAL EDUCATION COORDINATOR

33. Translate legislative requirements into programs.
 34. Provide in-service education on special education techniques for general and special education personnel.
 35. Identify personnel needs for special programs PreK-12.
 36. Assist in writing 611, 6119 grants.
 37. Coordinate, prepare, and facilitate impartial hearings and manifestation hearings.
 38. The Special Education Coordinator shall undertake any additional duties and responsibilities as deemed necessary and appropriate by the Superintendent.
 39. Oversight of social workers and nurses
- III. Qualifications:
- Certification requirements as determined by the District.
- IV. The positions reporting directly to the Special Education Coordinator are outlined on the District Organizational Chart.

Oneida City School District
Adopted: _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: REDUCTION OF ONEIDA CITY SCHOOL DISTRICT POSITION FOR 2021-2022 PSYCHOLOGIST
DATE: MARCH 17, 2021

The recommendation of the reduction of the Oneida City School District Psychologist position to a .5 position for the 2021-2022 school year has been reviewed and recommended by Superintendent Dr. Kathy Davis as submitted.

RECOMMENDED ACTION

Motion to approve the reduction in the OCSD Psychologist position for the 2021-2022 school year as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: UNIVERSAL PREKINDERGARTEN (UPK) CONTRACT, 2020-2021 SCHOOL YEAR
DATE: MARCH 17, 2021

The Universal PreKindergarten (UPK) Contract for the 2020-2021 school year has been reviewed and recommended by Superintendent Dr. Kathy Davis and is attached for your review and approval as submitted.

RECOMMENDED ACTION

Motion to approve the UPK Contract for the 2020-2021 school year as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

ONEIDA CITY SCHOOL DISTRICT

Early Childhood Education Office
565 Sayles St
Oneida New York 13421

CONTRACT for UNIVERSAL PREKINDERGARTEN PROGRAM SERVICES 2020-2021 School Year

This contract will run from **July 1, 2020 to June 30, 2021**, conditional upon funding under the Universal Prekindergarten Grant from the New York State Education Department for the **2020 – 2021** school year.

Agreement entered into as of **July 1, 2020**, including attached conditions that govern activities between Oneida City School District and UCP New Discoveries, (contractor) located at **205 East Ave Oneida N.Y.** (contractor business address), to provide UPK services to eligible children.

1. Work to be Performed

All activities pursuant to 8 N.Y.C.R.R. §151.1-12 governing the Universal Prekindergarten Program will be implemented by the Oneida City School District and contractor for enrolled children.

2. Location of UPK Classes

205 East Ave Oneida N.Y.

3. Compliance with Approved Program

The program will conform to the Oneida City School District UPK curriculum, assessments, and guidelines provided to the contractor. Weekly plans will be available in each location for review upon request. Contractor will make available weekly plans in each location for review upon request.

On-site supervision will be provided by Jennifer Hummel, the Oneida City School District Early Childhood Education Director. The contractor agrees to guidance, direction and supervision by the Oneida City School District.

Contractor will be included in UPK meetings, curriculum teams, and assessments

Meals and/ or snacks shall be provided to all enrolled children in compliance with NYSED regulations. Parents/Guardians will have opportunity to purchase meals from the school district.

Class sizes shall not exceed 14 children.

This contract includes agreement to provide UPK services to and for children with special needs, including children with disabilities and children with limited English proficiency. The contractor shall cooperate with itinerant related services staff as required.

The contractor agrees to present documentation of all records, procedures and policies required by NYSED and the school system. The Oneida City School District will be responsible for training the contractor on district policies, record keeping, and district procedures, and will supply copies of stated documents.

Contractor/employees are required to comply with applicable rules and regulations. Periodic reviews of compliance with these requirements will take place. Any concerns with compliance will be put in writing. The contractor is responsible to correct these concerns.

4. Personnel

Teachers employed by the contractor providing instruction must hold a valid New York State teaching certification for services in the early childhood grades pursuant to Part 80 of NYSED Commissioner's Regulations. The Oneida City School District must be notified immediately of changes in staffing during the school year. Prekindergarten teacher aides must meet Oneida CSD requirements for teacher aides. All personnel must comply with any and all statutory or regulatory criminal history background check requirements.

5. Professional Development

Teachers employed by the contractor are required to participate in district-wide professional development on Superintendent's Conference days per the Oneida City School District calendar during the school year. Site directors must attend monthly staff meetings. Paraprofessionals employed by the contractor must participate in professional development as requested.

Professional development offerings by the Oneida City Teacher Center, BOCES, and the Oneida CSD are offered to UPK teachers, directors, and paraprofessionals on the same fee basis as Oneida CSD teachers, subject to the approval of the Director of Early Childhood Education.

6. Evaluations

The Oneida CSD shall monitor and evaluate the overall program to ensure compliance with requirements and to maintain a high level of quality in the UPK program throughout the district. Site directors are responsible for supervising and monitoring staff performance. All parties are subject to NYSED evaluation.

7. Reports and Record Keeping

The contractor agrees to retain financial, personnel and administrative records as requested by the Oneida CSD and permit the school district designee to inspect them as deemed necessary to the extent that it does not conflict with any applicable law or regulation. Records such as attendance lists, waiting list, immunization records, special education information, volunteer data, children's portfolios and lesson plans, must be accessible to school district designees upon site visits. The contractor agrees to submit such reports as may be required by the Oneida CSD, including program process and finances.

UPK programs must comply with Oneida CSD attendance policy. The contractor must submit signed monthly attendance reports for each class. A legal, written excuse must be provided by the parent, guardian, for each student absence and maintained in a file by the Contractor.

8. Budget

The number of students the agency reports enrolled on "BEDS Day," backed up with valid applications and data, will determine the funding reimbursement at \$320 per student to maximum of 14 students per class. This reimbursement level will continue if the agency maintains a case load of 10 students and the District receives applicable grant funds. If the caseload falls below this level and there is a waiting

list of applicants, parents on the waiting list will be contacted to try to enroll additional students up to the contracted caseload.

Additional students and classes may be added under expansion grant funding made available by the NY State Education Department. The per student allocation for expansion students will be determined by the number of additional students enrolled by the date established by the New York State Education Department in the Expansion Grant RFP. Should the District's UPK grant be decreased for lack of enrollment or any other reason, the per student allocation may be reduced proportionally to any such grant reduction.

The contractor may not charge parents a fee for UPK services. Parents who require wrap-around child care services must realize a reduction in fees to reflect their child's participation in a half day or full day Universal Prekindergarten program. The contractor will submit schedules indicating how Universal Pre-K participating parents are charged for wrap-around child care services.

9. Reimbursement and Auditing Procedures

Reimbursement claim vouchers must be submitted monthly, itemizing the expenses for which payment is requested. **Back-up receipts must be provided for the following categories only: Supplies, transportation, and purchased services. Back-up receipts for all others expenses (salaries, benefits) must be maintained at the agency's office and produced upon request of the district or ED auditors.** Any person retained by the contractor for the performance of agents, consultants, or in any other relationship to the Oneida SD.

10. Schedule of Payments

All payments and agreements are contingent upon pending SED approval and disbursements. Reimbursements for UPK expenses shall be submitted and paid monthly according to the schedule established by the Oneida UPK Office. **The final voucher must be received by the Oneida UPK Office by July 10, 2021 in order for payment to be processed in compliance with state regulations.**

11. Insurance Coverage

The contractor shall provide all insurance coverage for the contracted portion of services provided, for its employees, participants and /or invitee (including but not limited to all liability, NYS Disability and Workers Compensation insurance coverage) and, further, shall indemnify and hold the District harmless for any and all claims made against the contractor or the District regarding such contracted portion of services. Proof of such insurance shall be provided to the School District Clerk.

12. Changes

Requested changes to contracts must be in written form and mutually agreed upon.

13. Termination

The Oneida CSD may give written notice specifying the effective day of termination and the reason for termination. The Contractor may terminate the agreement upon providing 30 days' written notice and the reason for said termination.

It is expressly understood that this agreement can be changed or terminated at any time based upon a change or termination of funding from the NYS Education Department.

IN WITNESS WHEREOF the parties have signed and sealed the agreement the day and year first written above.

FOR UCP New Discoveries

FOR ONEIDA CITY SCHOOL DISTRICT

UPK Program Director

Moira Yardley

Administrator for Pre-K & Student Programs

Signature Date

Signature Date

Chief Executive Officer

Dr. Kathleen M. Davis

Superintendent of Schools

Signature Date

Signature Date