

Regular meeting of the
Oneida City School District
Board of Education
August 17, 2021
at the 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. Consent Agenda**
 - a. Meeting Minutes
 - i. July 1, 2021 Organizational Meeting
 - ii. July 1, 2021 Regular Meeting
 - iii. July 15, 2021 Special Meeting
 - iv. August 2, 2021 Special Meeting
 - b. Special Education
 - i. Committee on Special Education
 - ii. 504 Committee
 - iii. Committee on Preschool Special Education
- V. Finance**
 - a. Financial Reports
 - b. Appropriation Transfers
- VI. Resolutions**
 - a. Personnel
 - b. Notifying Resolution: Start Date of Durhamville Elementary Principal
 - c. Yearly Duty Position Salary Adjustment
 - d. Special Patrol Officer Agreement
 - e. Excessing of School Buses
 - f. NYSPHSAA Section III Combining Contract – Ice Hockey
 - g. Designation of LEAD Evaluators
 - h. Designation of DASA Coordinator
 - i. Rescinding and Establishment of Petty Cash Accounts
 - j. Employment Agreement School Resource Officer
 - k. Resolution to Discontinue Interim Services
 - l. Agreement – Central NY Health Home Network, Inc.

- m. 2021-2022 Yearly Duty Rescinding and Appointments
- n. Formal Agreement for Use of Title I, Part D Funding
- o. Revised Employee Physician Contract
- p. Student Physician Contract
- q. Kelberman Student Services Contract
- r. Tax Warrant
- s. Upstate Cerebral Palsy Agreement
- t. Creation of New Oneida City School District Positions
- u. Coaching Appointments

VII. Communications

- a. BOE President Report
- b. Superintendent Report
- c. Assistant Superintendent for Finance Report
- d. Assistant Superintendent for Curriculum, Instruction & Assessment

VIII. Executive Session

The Employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

IX. Adjournment

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: CONSENT ITEMS
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the following consent items as submitted.

- Meeting Minutes
 - i. July 1, 2021 Organizational Meeting
 - ii. July 1, 2021 Regular Meeting
 - iii. July 15, 2021 Special Meeting
 - iv. August 2, 2021 Special Meeting
- Special Education
 - v. Committee on Special Education
 - vi. 504 Committee
 - vii. Committee on Preschool Special Education

RECOMMENDED ACTION

Motion to approve consent items as submitted for August 17, 2021.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

**ORGANIZATIONAL MEETING OF THE
ONEIDA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2021
6:00 PM

MEMBERS PRESENT:

Mr. Breyt Coakley
Ms. Heather Denby
Dr. Kurt Gormley
Mr. Robert Group
Mr. Martin Kelly
Mr. James Maio
Mr. Brad Myatt

ADMINISTRATORS PRESENT:

Dr. Kathleen M. Davis, Interim
Superintendent
Mr. James Rowley, Assistant Superintendent
for Finance and Clerk of the Board
Dr. Stacey Tice, Assistant Superintendent
for Curriculum, Instruction &
Assessment

SPECTATORS PRESENT:

The *organizational* meeting of the Oneida City School District's Board of Education for July 1, 2021 was called to order by Dr. Kathy Davis, Interim Superintendent of Schools, at 6:00 PM. The Pledge of Allegiance was said.

TEMPORARY CHAIRMAN

MOVED BY *Group*, SECONDED BY *Myatt*, to appoint
Dr. Kathleen Davis as temporary chairman.

Chairman
ACTION NO. 1

VOTE ON THE MOTION **AYES 7 NAYS 0**
MOTION CARRIED

CLERK OF THE BOARD

MOVED BY *Kelly*, SECONDED BY *Denby*, to appoint the Asst.
Superintendent for Finance, James Rowley, as Clerk of the Board for
the 2021-2022 school year. He is hereby duly empowered to conduct
the activities of the Clerk of the Board at this first Annual Board
Meeting and to administer the Oaths of Office.

**Clerk of the
Board**
ACTION NO. 2

VOTE ON THE MOTION **AYES 7 NAYS 0**
MOTION CARRIED

OATH OF OFFICE

Newly elected member, Dr. Kurt Gormley was sworn in as new board member and signed the Oath of Office.

NO ACTION REQUIRED

Oaths
NO ACTION

NOMINATION/ELECTION OF BOARD PRESIDENT

MOVED BY *Kelly*, SECONDED BY *Myatt*, that the name of James Maio be placed in nomination for Board President. Nominations were then closed and James Maio was duly elected as President of the Board of Education for the 2021-2022 school year.

**Nom/Elec. of
BOE President
James Maio**
ACTION NO. 3

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

NOMINATION/ELECTION OF BOARD VICE PRESIDENT

MOVED BY *Myatt*, SECONDED BY *Coakley*, that the name of Marty Kelly be placed in nomination for Board Vice President. Nominations were then closed and Marty Kelly was duly elected as Vice President of the Board of Education for the 2021-2022 school year.

**Nom/Elec. of
BOE Vice
President
Marty Kelly**
ACTION NO. 4

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

OATHS OF OFFICE

Oaths of Office administered to the newly elected President and Vice President by Board Clerk, James Rowley.

Oaths
NO ACTION

NO ACTION REQUIRED

CONSENT AGENDA – MEETINGS, REPRESENTATIVES AND POLICIES

MOVED BY *Coakley*, SECONDED BY *Group*, to approve Consent Agenda - Meetings, Representatives and Polices as designated at the Organizational Meeting held on July 1, 2021. (see attached)

**Consent Agenda
– Meetings,
Representatives
and Polices**
ACTION NO. 5

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

CONSENT AGENDA - INTERNAL APPOINTMENTS

MOVED BY *Myatt*, SECONDED BY *Kelly*, to approve all INTERNAL APPOINTMENTS as designated in the Oneida City School District's Organizational Meeting of July 1, 2021. (see attached)

**Consent Agenda
– Internal
Appointments**
ACTION NO. 6

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

LEGAL COUNSEL

MOVED BY *Kelly*, SECONDED BY *Group*, to designate the law firms of Melinda B. Bowe Esq., Ferrara Fiorenza PC and Madison Oneida BOCES as School Attorneys and Labor Relations to represent the School District for the 2021-2022 school year as presented.

Legal Counsel
ACTION NO. 7

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

FINANCE AND AUDITING

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve FINANCE and AUDITING ITEMS as ***AMENDED*** in the Oneida City School District's Organizational Meeting of July 1, 2021 to include the approval of Matt Carpenter to have a school credit card; to change the BOE Audit Committee to only include Breyt Coakley, Robert Group and Brad Myatt; and to authorize Bert Conklin to have a district owned cell phone.. (see attached)

**Finance &
Auditing -
AMENDED**
ACTION NO. 8

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

CONSENT AGENDA - OTHER ITEMS

MOVED BY *Group*, SECONDED BY *Myatt*, to approve CONSENT AGENDA - OTHER ITEMS, as designated in the Oneida City School District's Organizational Meeting of July 1, 2021 as presented. (see attached).

**Consent Agenda
-Other Items**
ACTION NO. 9

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

CONTRACTS AND LEASES

MOVED BY *Myatt*, SECONDED BY *Coakley*, to approve CONTRACTS AND LEASES, as designated in the Oneida City School District's Organizational Meeting of July 1, 2021 as presented. (see attached).

**Contracts and
Leases**
ACTION NO. 10


VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

ADJOURNMENT

MOVED BY *Myatt*, SECONDED BY *Denby*, that the Board of Education Organizational meeting of July 1, 2021 be adjourned at 6:25 PM.

Adjournment
ACTION NO. 11

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED


James Rowley
Clerk of the Board

**REGULAR MEETING OF THE
ONEIDA CITY SCHOOL DISTRICT'S
BOARD OF EDUCATION**

July 1, 2021
Immediately following Re-Organizational Meeting

MEMBERS PRESENT:

Mr. Breyt Coakley
Ms. Heather Denby
Dr. Kurt Gormley
Mr. Robert Group
Mr. Martin Kelly
Mr. James Maio
Mr. Brad Myatt

ADMINISTRATORS PRESENT:

Dr. Kathleen M. Davis, Interim Superintendent
Mr. James Rowley, Assistant Superintendent for
Finance and Clerk of the Board
Dr. Stacey Tice, Assistant
Superintendent for Curriculum, Instruction &
Assessment

SPECTATORS PRESENT:

Matt Carpenter

The Pledge of Allegiance was said. The regular meeting of the Oneida City School District's Board of Education for July 1, 2021 was called to order by President Mr. Jim Maio at 6:27 PM. At that time, President Maio opened the floor for issues and/or comments. No issues and/or comments were forthcoming at that time. President Maio then referred to the prepared agenda.

CONSENT AGENDA

Consent Agenda
ACTION NO. 12

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the consent agenda items for the July 1, 2021 Board of Education meeting as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

FINANCE

Finance Reports
ACTION NO. 13

MOVED BY *Denby*, SECONDED BY *Kelly*, to approve the financial reports for the July 1, 2021 Board of Education Meeting as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

FINANCE – APPROPRIATION TRANSFERS

Finance –
Appropriation
Transfers
ACTION NO. 14

MOVED BY *Group*, SECONDED BY *Kelly*, to approve the appropriation transfers for the July 1, 2021 Board of Education Meeting as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

PERSONNEL

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the personnel items for the July 1, 2021 Board of Education meeting including appointment of Jennifer Cameron, Math; Hannah Cleveland, LTS Reading; and two student teachers as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

REINSTATE HIGH SCHOOL PRINCIPAL 12 MONTH

MOVED BY *Coakley*, SECONDED BY *Denby*, to approve Brian Gallagher to be reinstated in the High School Principal 12 month position effective July 17, 2021 pending Mr. Healy's departure on July 16, 2021 as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

**APPOINTMENT OF DIRECTOR OF ATHLETICS AND
PHYSICAL EDUCATION/ASSISTANT PRINCIPAL 12 MONTH –
AGENDA ADDITION**

MOVED BY *Group*, SECONDED BY *Kelly*, to approve the appointment of Bert Conklin as Director of Athletics and Physical Education/Assistant Principal in the tenure area of Assistant Principal. This appointment will be effective September 1, 2021 with a salary amount of \$105,000.00 and a three (3) year probationary period starting September 1, 2021 as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

APPOINTMENT OF COACHES

MOVED BY *Myatt*, SECONDED BY *Coakley*, to approve the appointment Coaches for Fall 2021-2022 as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

**2021-2022 SCHOOL COMPREHENSIVE EDUCATION PLAN:
NORTH BROAD ELEMENTARY**

MOVED BY *Kelly*, SECONDED BY *Denby*, to approve the 2021-2022 School Comprehensive Education Plan for North Broad Elementary School as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

Personnel
ACTION NO. 15

**Reinstate High School
Principal 12 Month**
ACTION NO. 16

**Appointment of
Director of Athletics
and Physical
Education/Assistant
Principal 12 Month –
Agenda Addition**
ACTION NO. 17

**Appointment of
Coaches**
ACTION NO. 18

**2021-2022 School
Comprehensive
Education Plan: North
Broad Elementary**
ACTION NO. 19

**2021-2022 SCHOOL COMPREHENSIVE EDUCATION PLAN:
OTTO SHORTELL MS**

MOVED BY *Coakley*, SECONDED BY *Denby*, to approve the 2021-2022 School Comprehensive Education Plan for Otto Shortell Middle School as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**2021-2022 School
Comprehensive
Education Plan: Otto
Shortell MS**
ACTION NO. 20

2021-2022 DISTRICT COMPREHENSIVE IMPROVEMENT PLAN

MOVED BY *Denby*, SECONDED BY *Coakley*, to approve the 2021-2022 District Comprehensive Plan as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**2021-2022 District
Comprehensive
Improvement Plan**
ACTION NO. 21

**2021-2022 CAPITAL OUTLAY PROJECT OWNER-ARCHITECT
AGREEMENT**

MOVED BY *Kelly*, SECONDED BY *Group*, to approve the 2021-2022 Capital Outlay Project Owner-Architect Agreement as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**2021-2022 Capital
Outlay Project Owner-
Architect Agreement**
ACTION NO. 22

EXCESSING OF LIBRARY MATERIALS - HIGH SCHOOL

MOVED BY *Kelly*, SECONDED BY *Denby*, to approve the excessing of library materials from the high school library as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**Excessing of Library
Materials - HS**
ACTION NO. 23

RESOLUTION SURPLUSING CERTAIN REAL PROPERTY

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the Resolution Surplusing Certain Real Property at 205 East Avenue, Oneida for leasing to Upstate Cerebral Palsy, Inc. as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**Resolution Surplusing
Certain Real Property**
ACTION NO. 24

RESOLUTION APPROVING LEASE AGREEMENT

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the Resolution Approving Lease Agreement at 205 East Avenue, Oneida for leasing to Upstate Cerebral Palsy, Inc. as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

**Resolution Approving
Lease Agreement**
ACTION NO. 25

LEASE AGREEMENT BETWEEN ONEIDA CITY SCHOOL DISTRICT AND UPSTATE CEREBRAL PALSY

Lease Agreement between OCSD and UCP

ACTION NO. 26

MOVED BY *Coakley*, SECONDED BY *Kelly*, to approve the Lease Agreement between Oneida City School District and Upstate Cerebral Palsy as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

Res. For Standardization: Exit Devices

ACTION NO. 27

RESOLUTION FOR STANDARDIZATION: EXIT DEVICES

MOVED BY *Denby*, SECONDED BY *Group*, to approve the Resolution for Standardization: Exit Devices as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

Res. For Standardization: Key Cylinders

ACTION NO. 28

RESOLUTION FOR STANDARDIZATION: KEY CYLINDERS

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the Resolution for Standardization: Key Cylinders as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

2021-2022 Yearly Appointments

ACTION NO. 29

YEARLY APPOINTMENTS, 2021-2022

MOVED BY *Kelly*, SECONDED BY *Myatt*, to approve the 2021-2022 Yearly Appointments as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

2021-2022 Title I School Wide Plans

ACTION NO. 30

TITLE I SCHOOL WIDE PLANS, 2021-2022

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the 2021-2022 Title I School Wide Plans for all six buildings as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

Discontinue Interim Superintendent Services

ACTION NO. 31

DISCONTINUE INTERIM SUPERINTENDENT SERVICES

MOVED BY *Group*, SECONDED BY *Kelly*, to approve discontinuing the Interim Superintendent Services of Dr. Kathleen Davis effective July 18, 2021 at 11:59 PM due to the hiring of the permanent Superintendent Mr. Matthew Carpenter effective July 19, 2021 at midnight as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED _____

AMERICAN RECOVERY PLAN ACT (ARPA) PROPOSALS

**American Recovery
Plan Act (ARPA)
Proposals**
ACTION NO. 32

MOVED BY *Coakley*, SECONDED BY *Denby*, to approve the ARPA Proposals pending SED approval and ARPA funds released to the district as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

OCSD SAVE, 2021-2022

**OCSD SAVE, 2021-
2022 - AMENDED**
ACTION NO. 33

MOVED BY *Kelly*, SECONDED BY *Group*, to approve the 2021-2022 OCSD SAVE Plan as *amended* to reflect Brian Gallagher, Principal at Oneida High School; Mike Curro, teacher at Oneida High School and Anthony Abdou, nurse at Willard Prior Elementary.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

TEXTBOOKS FOR APPROVAL, ONEIDA HIGH SCHOOL

**Textbooks for
Approval, OHS**
ACTION NO. 34

MOVED BY *Myatt*, SECONDED BY *Coakley*, to approve the numerous textbook requests from the high school including: First Aid/CPR/AED Participants Manual, The Only Way to Win: How Building Character Drives Higher Achievement and Greater Fulfillment in Business and Life, Successful Coaching 4th Edition, What Drives Winning, 5-Minute Stress Relief: 75 Exercises to Quiet Your Mind and Calm Your Body, Journal Therapy for Calming Anxiety: 366 Prompts to Help Reduce Stress and Create Inner Peace, Nutrition and Wellness for Life, and Fighting Invisible Tigers as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

TEXTBOOK FOR APPROVAL, SENECA STREET ELEMENTARY

**Textbook for Approval,
Seneca Street
Elementary**
ACTION NO. 35

MOVED BY *Myatt*, SECONDED BY *Coakley*, to approve the textbook request, Phonics Books – Magic Belt Series from Seneca Street Elementary as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

DONATION: ATHLETIC DEPARTMENT

**Donation: Athletic
Department**
ACTION NO. 36

MOVED BY *Kelly*, SECONDED BY *Coakley*, to approve donation in the amount of \$750 from Special Olympics New York Inc. to the Oneida HS Athletics Department for participation in Unified Basketball during COVID as submitted.

VOTE ON THE MOTION AYES 7 NAYS 0
MOTION CARRIED

COMMITTEE CHAIR REPORTS

The Committee Chair Audit, Curriculum, Instruction & Technology, Finance & Facility, and Governance Reports were presented.

**Committee Chair
Reports**
NO ACTION

FOR INFORMATION ONLY

BOE PRESIDENT REPORT

Mr. Jim Maio presented his BOE President Report.

BOE President Report
NO ACTION

FOR INFORMATION ONLY

BOE COMMITTEE ASSIGNMENTS

Discussion regarding Board of Education Committee Assignments.

**BOE Committee
Assignments**
NO ACTION

FOR DISCUSSION ONLY

BOE RETREAT

Discussion regarding Board of Education Retreat.

BOE Retreat
NO ACTION

FOR DISCUSSION ONLY

NEW BOE MEMBER ORIENTATION

Discussion regarding new Board of Education Member Orientation

**New BOE Member
Orientation**
NO ACTION

FOR DISCUSSION ONLY

NYSSBA ANNUAL CONVENTION AND EDUCATION EXPO

Discussion regarding the NYSSBA Annual Convention and Education Expo.

**NYSSBA Annual
Convention and
Education Expo**
NO ACTION

FOR DISCUSSION ONLY

SUPERINTENDENT REPORT

Dr. Kathy Davis presented her Superintendent's Report.

FOR INFORMATION ONLY

Superintendent Report
NO ACTION

ASSISTANT SUPERINTENDENT FOR FINANCE REPORT

Mr. Jim Rowley presented his Assistant Superintendent for Finance Report.

FOR INFORMATION ONLY

Assistant Superintendent for Finance Report
NO ACTION

EXECUTIVE SESSION

MOVED BY Denby, SECONDED BY Myatt, that the Board of Education meeting of July 1, 2021 enter into Executive Session at 8:18 PM for the purpose of the employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

VOTE ON THE MOTION **AYES 7 NAYS 0**
MOTION CARRIED

The Board of Education returned to regular session at 8:27 PM

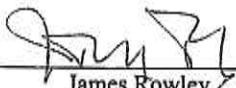
Exec Session
ACTION NO. 37

ADJOURNMENT

MOVED BY Denby, SECONDED BY Coakley, that the Board of Education meeting of July 1, 2021 be adjourned at 8:28 PM.

VOTE ON THE MOTION **AYES 7 NAYS 0**
MOTION CARRIED

Adjournment
ACTION NO. 38


James Rowley
Clerk of the Board

**SPECIAL MEETING OF THE
ONEIDA CITY SCHOOL DISTRICT'S
BOARD OF EDUCATION**

July 15, 2021
5 PM at Administrative Offices

MEMBERS PRESENT: Mr. Breyt Coakley
Ms. Heather Denby
Dr. Kurt Gormley – late arrival 5:25 PM
Mr. Martin Kelly
Mr. Brad Myatt

MEMBERS ABSENT: Mr. Robert Group
Mr. James Maio

ADMINISTRATORS PRESENT: Dr. Kathleen M. Davis, Interim Superintendent
Mr. James Rowley, Assistant Superintendent for
Finance and Clerk of the Board
Dr. Stacey Tice, Assistant
Superintendent for Curriculum, Instruction &
Assessment

SPECTATORS PRESENT: Matt Carpenter

The Pledge of Allegiance was said. The special meeting of the Oneida City School District's Board of Education for July 15, 2021 was called to order by Vice President Mr. Marty Kelly at 5:00 PM. At that time, Vice President Kelly opened the floor for issues and/or comments. No issues and/or comments were forthcoming at that time. Vice President Martin then referred to the prepared agenda.

AGREEMENT - SHELLEY PETERSEN

MOVED BY Denby, SECONDED BY Myatt, to approve the Agreement between Oneida City School District and Shelley Petersen for speech therapy services effective July 1, 2021 through June 20, 2022 as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

**Agreement – Shelley
Petersen**
ACTION NO. 39

AGREEMENT - KAREN KIMBALL

MOVED BY Denby, SECONDED BY Myatt, to approve the Agreement between Oneida City School District and Karen Kimball for resource room services effective September 1, 2021 through June 20, 2022 as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

**Agreement – Karen
Kimball**
ACTION NO. 40

ELEMENTARY PRINCIPAL APPOINTMENT

MOVED BY Coakley, SECONDED BY Denby, to approve the appointment of Megan Rose to the position of Principal in the tenure area Principal effective approximately August 9, 2021 with a salary of \$103,756 as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

**Elementary Principal
Appointment**
ACTION NO. 41

Megan Rose

Personnel
ACTION NO. 42

PERSONNEL

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the personnel items for the July 15, 2021 Board of Education meeting including appointment of Marissa Cretaro as an Elementary Teacher pending certification as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

Municipal Lease
Program Contract
ACTION NO. 43

Buses

MUNICIPAL LEASE PROGRAM CONTRACT

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the contract for the Municipal Lease Program for buses as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

Textbooks for Approval
- OSMS
ACTION NO. 44

TEXTBOOKS FOR APPROVAL – OTTO SHORTELL MS

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the purchase of the following textbooks for Otto Shortell Middle School: The Outsiders, Lyddie, Long Walk to Water, and The Giver Quartet as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

Course for Approval,
OHS
ACTION NO. 45

COURSE FOR APPROVAL, ONEIDA HIGH SCHOOL

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the high school request for a new elective course, Foundations of Coaching as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

Employee Physician
Contract, 2021-2022
ACTION NO. 46

EMPLOYEE PHYSICIAN CONTRACT, 2021-2022

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the Employee Physician Contract between the Oneida City School District and Dr. Daniel M. Ratnarajah for the 2021-2022 school year as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

Memorandum of
Understanding: OTA
ACTION NO. 47

PE Department Chair, K-12

MEMORANDUM OF UNDERSTANDING - OTA

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the MOU between OCSD and the OTA regarding the PE Department Chair at the K-12 level as submitted.

VOTE ON THE MOTION AYES 4 NAYS 0
MOTION CARRIED

YEARLY DUTY ASSIGNMENT, 2021-2022

**2021-2022 Yearly Duty
Assignment**

ACTION NO. 48

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the 2021-2022 yearly duty assignment of Tom Collins to the PE Department Chair, K-12 position as submitted.

VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED _____

CREATION OF ONEIDA CITY SCHOOL DISTRICT CIVIL SERVICE POSITION

**Creation of OCSD Civil
Service Position**

ACTION NO. 49

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the creation of the OCSD Civil Service position of a 10 month Physical Therapist .8 position as submitted.

10-month Physical Therapist .8
position

VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED _____

SALARY WAIVER – SCHOOL RESOURCE OFFICER

Salary Waiver - SRO
ACTION NO. 50

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the salary waiver to the New York State Department on behalf of Matthew Ware for the School Resource position as submitted.

VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED _____

APPOINTMENT OF PART TIME SCHOOL PSYCHOLOGIST

**Appointment of Part
Time School
Psychologist**
ACTION NO. 51

MOVED BY *Denby*, SECONDED BY *Myatt*, to approve the appointment of Mr. Peter Gleason as a part time school psychologist effective September 1, 2021 through December 31, 2021 at a daily rate of \$580 not to exceed \$34,000 as submitted.

VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED _____

MADISON-ONEIDA BOCES MULTI YEAR CONTRACT

**Mad-Oneida BOCES
Multi Year Contract**
ACTION NO. 52

MOVED BY *Coakley*, SECONDED BY *Myatt*, to approve the Madison-Oneida BOCES 5 year contract for the Regional Information Center to furnish certain services to the District pursuant to Education Law 1950(4)(jj), those services being: CoSer 505-6360 Instructional Technology Services and CoSer 602-7710 Administrative Computer Services as submitted.

VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED _____

**THE KELBERMAN CENTER, INC. SERVICE AGREEMENT –
Agenda Addition**

MOVED BY Myatt, SECONDED BY Coakley, to approve The Kelberman Center, Inc. Service Agreement pending completion of the Data Security and Privacy Plan (2-d) as submitted.

**VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED**

**The Kelberman Center,
Inc. Service Agreement
– Agenda Addition**
ACTION NO. 53

EXECUTIVE SESSION

MOVED BY Denby, SECONDED BY Myatt, that the Board of Education special meeting of July 15, 2021 enter into Executive Session at 5:34 PM for the purpose of the employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

**VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED**

Executive Session
ACTION NO. 54

The Board of Education returned to regular session at 5:54 PM

TEACHER AIDE RESIGNATION

MOVED BY Myatt, SECONDED BY Coakley, to approve the resignation of Dava M. Seifert, Teacher Aide effective immediately as submitted.

**VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED**

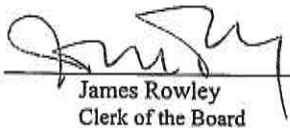
**Teacher Aide
Resignation – Agenda
Addition**
ACTION NO. 55

ADJOURNMENT

MOVED BY Coakley, SECONDED BY Denby, that the Board of Education meeting of July 15, 2021 be adjourned at 5:56 PM

**VOTE ON THE MOTION AYES 5 NAYS 0
MOTION CARRIED**

Adjournment
ACTION NO. 56



James Rowley
Clerk of the Board

**SPECIAL MEETING OF THE
ONEIDA CITY SCHOOL DISTRICT'S
BOARD OF EDUCATION**

August 2, 2021
7:30 AM at Administrative Offices

MEMBERS PRESENT:

Mr. Breyt Coakley
Mr. Robert Group
Mr. Martin Kelly
Mr. James Maio

MEMBERS ABSENT:

Ms. Heather Denby
Dr. Kurt Gormley
Mr. Brad Myatt

ADMINISTRATORS PRESENT:

Mr. Matthew Carpenter, Superintendent
Mr. James Rowley, Assistant Superintendent for
Finance and Clerk of the Board
Dr. Stacey Tice, Assistant
Superintendent for Curriculum, Instruction &
Assessment

SPECTATORS PRESENT:

The Pledge of Allegiance was said. The special meeting of the Oneida City School District's Board of Education for August 2, 2021 was called to order by President Mr. James Maio at 7:30 AM. At that time, President Maio opened the floor for issues and/or comments. No issues and/or comments were forthcoming at that time. President Maio then referred to the prepared agenda.

PERSONNEL

MOVED BY Kelly, SECONDED BY Coakley, to approve the personnel item for the appointment of Kelly Nuccio, Earth Science Teacher as submitted.

Personnel
ACTION NO. 57

**VOTE ON THE MOTION
MOTION CARRIED**

AYES 4 NAYS 0

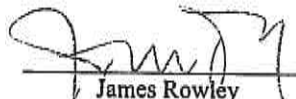
ADJOURNMENT

MOVED BY Coakley, SECONDED BY Group, that the Board of Education meeting of August 2, 2021 be adjourned at 7:33 AM.

Adjournment
ACTION NO. 58

**VOTE ON THE MOTION
MOTION CARRIED**

AYES 4 NAYS 0



James Rowley
Clerk of the Board

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: FINANCIAL REPORTS
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the following Financial Reports for the month of June 2021 as submitted.

General Fund Revenue Report
Treasurer's Report
OHS Classroom Activity Funds
OSMS Student Activity Accounts

RECOMMENDED ACTION

Motion to approve the financial reports as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

**ONEIDA CITY SCHOOL DISTRICT
TREASURER'S REPORT - GENERAL FUND**

Cash Per Books:	June 1, 2021		\$ <u>13,081,832.56</u>
	Cash receipts	- State/BOCES Aid	<u>2,529,449.65</u>
		- Other	<u>1,942,507.38</u>
	Receipts and Cash Balance		<u>17,553,789.59</u>
	Cash Disbursements		(<u>5,316,783.07</u>)
Cash Per Books:	June 30, 2021		\$ <u>12,237,006.52</u>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$	<u>159,273.17</u>
	CD/Savings		<u>11,991,568.93</u>
	subtotal		<u>12,150,842.10</u>
Plus:			
Deposit in Transit - General Fund portion of payroll transferred 6/28/2021 for 7/2/2021 (due to timing of payroll)			<u>201,780.23</u>
Less:			
Outstanding Checks:			(<u>115,615.81</u>)
Reconciled Balance: June 30, 2021			\$ <u>12,237,006.52</u>

TREASURER'S REPORT - SCHOOL LUNCH FUND

Cash Per Books:	June 1, 2021	\$ <u>144,415.29</u>	
Cash receipts:		<u>68,864.20</u>	
Receipts and Cash Balance		<u>213,279.49</u>	
Cash Disbursements		(<u>199,383.29</u>)	
Cash Per Books:	June 30, 2021		\$ <u>13,896.20</u>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>30,756.98</u>	
Plus:			
Deposit in Transit - School Lunch portion of payroll transferred 6/28/2021 for 7/2/2021 (due to timing of payroll)		<u>3,281.33</u>	
Less:			
Outstanding Checks		(<u>20,142.11</u>)	
Reconciled Balance: June 30, 2021			\$ <u>13,896.20</u>

TREASURER'S REPORT - SPECIAL AID FUND

Cash Per Books:	June 1, 2021	\$ <u>498,832.03</u>	
Cash receipts:		<u>294,457.92</u>	
Receipts and Cash Balance		<u>793,289.95</u>	
Cash Disbursements		(<u>749,804.51</u>)	
Cash Per Books:	June 30, 2021		\$ <u>43,485.44</u>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>59,169.82</u>	
Plus:			
Deposit in Transit - Federal portion of payroll transferred 6/30/2021 for 7/2/2021 (due to timing of payroll)		<u>2,879.14</u>	
Less:			
Outstanding Checks		(<u>18,563.52</u>)	
Reconciled Balance: June 30, 2021			\$ <u>43,485.44</u>

TREASURER'S REPORT - CAPITAL FUND

Cash Per Books: June 1, 2021		\$ <u>485,456.33</u>
Cash receipts:		<u>1,500,006.74</u>
Receipts and Cash Balance		\$ <u>1,985,463.07</u>
Cash Disbursements		(<u>322,881.13</u>)
Cash Per Books: June 30, 2021		\$ <u>1,662,581.94</u>
<u>BANK RECONCILIATION</u>		
Balance as Per Statement:	Checking	\$ <u>1,570,769.58</u>
	CD/Savings	<u>193,086.22</u>
	Subtotal	\$ <u>1,763,855.80</u>
Less:		
Outstanding Checks		(<u>101,273.86</u>)
Reconciled Balance: June 30, 2021		\$ <u>1,662,581.94</u>


TREASURER'S REPORT - TRUST AND AGENCY/SCHOLARSHIP FUNDS

Cash Per Books: June 1, 2021		\$ <u>681,717.40</u>
Cash receipts:		4,432,524.66
Receipts and Cash Balance		\$ <u>5,114,242.06</u>
Cash Disbursements		(<u>4,398,161.16</u>)
Cash Per Books: June 30, 2021		\$ <u>716,080.90</u>
<u>BANK RECONCILIATION</u>		
Balance as Per Statement:	Checking	\$ <u>859,335.61</u>
	Payroll Checking	<u>7,996.99</u>
	Scholarship Savings	<u>65,565.64</u>
	Subtotal	\$ <u>932,898.24</u>
Plus:		
OMNI and AmeriCU payroll wires in transit (transmitted 6/29/21 for 7/2/21 payroll)		<u>5,684.94</u>
Less:		
Outstanding Checks: Trust & Agency		(<u>6,641.99</u>)
Payroll		(<u>7,694.30</u>)
Payroll (Transfers in from GF, SLF, FF (done in bank on 6/28 and 6/29) for 7/2/2021 payr		(<u>207,940.70</u>)
Payroll (ERS wires less than was posted to nVision)		(<u>125.29</u>)
Payroll (Employee payroll deduction kicked back due to incorrect account)		(<u>100.00</u>)
Reconciled Balance: June 30, 2021		\$ <u>716,080.90</u>

EXTRA CLASSROOM ACTIVITY FUNDS

ONEIDA SENIOR HIGH SCHOOL

Report of Accounts

Month Ended				As of:	30-Jun-21
	Beginning				Ending
Activity	Balance	Receipts	Total	Disbursements	Balance
Advanced Placement	19,913.15		19,913.15	14,460.00	5,453.15
Art Club	404.72		404.72	70.61	334.11
Banking Fees & Interest	56.85	3.26	60.11		60.11
Class of 2021	3,544.82		3,544.82	3,544.82	-
Class of 2022	4,992.64	3,153.58	8,146.22	860.26	7,285.96
Class of 2023	3,460.78		3,460.78		3,460.78
Class of 2024	3,653.00		3,653.00	92.24	3,560.76
Concert Choir	1,074.61		1,074.61	600.00	474.61
Drama Club--Fall Play	2,673.50		2,673.50		2,673.50
Drama Club--Spring Musical	10,264.21		10,264.21		10,264.21
Environmental Club	6.28		6.28		6.28
French Travel	164.68		164.68		164.68
Future Bus. Leaders of America	5.41		5.41		5.41
International Relations Club	2,170.75		2,170.75		2,170.75
Japanese Exchange Club	517.14		517.14		517.14
Marching Band	568.89		568.89		568.89
National Honor Society	410.44	22.30	432.74		432.74
NYS Sales Tax Due	726.40	3,207.13	3,933.53		3,933.53
Photography Club	80.39		80.39		80.39
Projects (Yearbook)	2,372.44	5,212.91	7,585.35	2,485.77	5,099.58
Retailers (Bookstore)	2,715.72	169.28	2,885.00		2,885.00
Ski Club	851.45		851.45		851.45
Spanish Club	42.61		42.61		42.61
Sports Club	1,206.11		1,206.11		1,206.11
Stage Band	2,807.23		2,807.23	497.22	2,310.01
Student Council	1,164.49		1,164.49	162.00	1,002.49
Technology	-		-		-
Technology Student Association	479.87		479.87		479.87
Teens For A Better World	31.17		31.17		31.17
Wind Ensemble	532.92		532.92		532.92
Z Club	1,650.02	250.00	1,900.02		1,900.02
Total	68,542.69	12,018.46	80,561.15	22,772.92	57,788.23
Checking Account ... 9146		20,532.77			
Money Market Account ... 4977		39,631.96			
Deposits in Transit					
Less Checks Outstanding		2,376.50			
Working Balance		57,788.23			
 Laura J. Reff, Central Treasurer					
This report and supporting evidence examined and approved except as follows:					
Date	Auditor				

EXTRA CLASSROOM ACTIVITY FUNDS


ONEIDA SENIOR HIGH SCHOOL

Report of Accounts

YEAR ENDED, JUNE 2021

As of: **30-Jun-21**

	Beginning				
Activity	Balance	Receipts	Total	Disbursements	Ending Balance
Advanced Placement	5,949.15	15,286.00	21,235.15	15,782.00	5,453.15
Art Club	404.72	-	404.72	70.61	334.11
Banking Fees & Interest	141.63	52.80	194.43	134.32	60.11
Class of 2021	4,124.22	4,324.00	8,448.22	8,448.22	-
Class of 2022	4,691.22	3,900.58	8,591.80	1,305.84	7,285.96
Class of 2023	2,000.18	5,251.10	7,251.28	3,790.50	3,460.78
Class of 2024	-	3,653.00	3,653.00	92.24	3,560.76
Concert Choir	2,649.07	828.00	3,477.07	3,002.46	474.61
Drama Club--Fall Play	2,723.50	-	2,723.50	50.00	2,673.50
Drama Club--Spring Musical	9,634.21	690.00	10,324.21	60.00	10,264.21
Environmental Club	6.28	-	6.28	-	6.28
French Travel	164.68	-	164.68	-	164.68
Future Bus. Leaders of America	183.41	80.00	263.41	258.00	5.41
International Relations Club	2,170.75	-	2,170.75	-	2,170.75
Japanese Exchange Club	517.14	-	517.14	-	517.14
LGBTQ	20.00	-	20.00	20.00	-
Marching Band	568.89	-	568.89	-	568.89
National Honor Society	1,202.30	412.45	1,614.75	1,182.01	432.74
NYS Sales Tax Due	264.00	3,944.73	4,208.73	275.20	3,933.53
Photography Club	80.39	-	80.39	-	80.39
Projects (Yearbook)	2,372.44	5,212.91	7,585.35	2,485.77	5,099.58
Retailers (Bookstore)	2,581.92	303.08	2,885.00	-	2,885.00
Ski Club	851.45	-	851.45	-	851.45
Spanish Club	42.61	140.00	182.61	140.00	42.61
Sports Club	1,206.11	-	1,206.11	-	1,206.11
Stage Band	2,742.90	250.00	2,992.90	682.89	2,310.01
Student Council	1,364.24	20.00	1,384.24	381.75	1,002.49
Technology	6,561.01	-	6,561.01	6,561.01	-
Technology Student Association	479.87	-	479.87	-	479.87
Teens For A Better World	31.17	-	31.17	-	31.17
Wind Ensemble	742.92	200.00	942.92	410.00	532.92
Z Club	2,209.98	620.00	2,829.98	929.96	1,900.02
Total	58,682.36	45,168.65	103,851.01	46,062.78	57,788.23

Checking Account ... 9146		20,532.77		
Money Market Account ... 4977		39,631.96		
Deposits in Transit				
Less Checks Outstanding		2,376.50		
Working Balance		57,788.23		 Laura J. Reff, Central Treasurer

This report and supporting evidence examined and approved except as follows:

Date	Auditor
------	---------

**OTTO SHORTELL MIDDLE SCHOOL
EXTRACLASROOM ACTIVITY FUND
REPORT OF ACCOUNTS**

For the month

Jun-21

ACTIVITY	BEGINNING BALANCE	MONTHLY RECEIPTS	Total RECEIPTS	Monthly PAYMENTS	ENDING BALANCE
STUDENT COUNCIL	\$ 18,010.09	\$ 1,157.00	\$ 19,167.09	\$ 4,224.06	\$ 14,943.03
	\$ -		\$ -	\$ -	\$ -
MUSIC CLUB (Band/Chorus)	\$ 6,876.64		\$ 6,876.64	\$ 1,089.88	\$ 5,786.76
LIBRARY CLUB	\$ 312.59		\$ 312.59	\$ 44.19	\$ 268.40
FOREIGN LANGUAGE	\$ 986.17		\$ 986.17		\$ 986.17
DRAMA	\$ 6,628.98		\$ 6,628.98		\$ 6,628.98
ART	\$ 316.25		\$ 316.25		\$ 316.25
YEARBOOK	\$ 3,880.12	\$ 752.00	\$ 4,632.12	\$ 581.50	\$ 4,050.62
TOTALS	\$ 37,010.84	\$ 1,909.00	\$ 38,919.84	\$ 5,939.63	\$ 32,980.21

OUTSTANDING CHECKS

4375	\$	15.00
4525	\$	70.00
4567	\$	15.00
4568	\$	80.84
4571	\$	259.90
4572	\$	422.01

\$862.75

STATEMENT OF BANK BALANCE #614309154
 CHECKING \$ 33,842.98
 Less Outstanding Chks. \$ 862.75
 Plus Outstanding Deps. \$ -
 Working Balance \$ 32,980.23

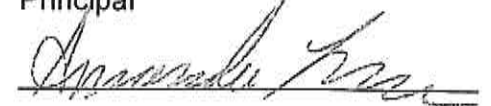
This report and supporting evidence
 examined and approved except as follows:

Auditor

Treasurer



Principal



7-21-2021
 DATE

**OTTO SHORTELL MIDDLE SCHOOL
EXTRACLASROOM ACTIVITY FUND
REPORT OF ACCOUNTS**

For the month Jul 20-Jun21

ACTIVITY	BEGINNING BALANCE	MONTHLY RECEIPTS	Total RECEIPTS	Monthly PAYMENTS	ENDING BALANCE
STUDENT COUNCIL	\$ 19,340.88	\$ 8,475.96	\$ 27,816.84	\$ 12,873.81	\$ 14,943.03
	\$ -		\$ -	\$ -	\$ -
MUSIC CLUB (Band/Chorus)	\$ 6,674.23	\$ 620.00	\$ 7,294.23	\$ 1,507.47	\$ 5,786.76
LIBRARY CLUB	\$ 862.31		\$ 862.31	\$ 593.91	\$ 268.40
FOREIGN LANGUAGE	\$ 1,225.19		\$ 1,225.19	\$ 239.02	\$ 986.17
DRAMA	\$ 6,628.98		\$ 6,628.98		\$ 6,628.98
ART	\$ 478.20		\$ 478.20	\$ 161.95	\$ 316.25
YEARBOOK	\$ 4,210.78	\$ 752.00	\$ 4,962.78	\$ 912.16	\$ 4,050.62
TOTALS	\$ 39,420.57	\$ 9,847.96	\$ 49,268.53	\$ 16,288.32	\$ 32,980.21

OUTSTANDING CHECKS

4375	\$	15.00
4525	\$	70.00
4567	\$	15.00
4568	\$	80.84
4571	\$	259.90
4572	\$	422.01

\$862.75

STATEMENT OF BANK BALANCE #614309154
 CHECKING \$ 33,842.98
 Less Outstanding Chks. \$ 862.75
 Plus Outstanding Deps. \$ -
 Working Balance \$ 32,980.23

This report and supporting evidence
 examined and approved except as follows:

Auditor

Treasurer



Principal


7-21-2021
 DATE

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: APPROPRIATION TRANSFERS
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the attached Appropriation Transfers for August 2021 as submitted.

RECOMMENDED ACTION

Motion to approve the appropriation transfers as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

**APPROPRIATION TRANSFER
REQUEST FORM**

GENERAL FUND		X	OTHER:
REQUESTED BY:		J. Rowley	
DATE		6/30/2021	
FOR BOARD APPROVAL		XX	PRESENTATION:
2020-21			
FROM	TO		
(BUDGET CODE)	(BUDGET CODE)	AMOUNT	COMMENTS
1 A 2250.156-00-0100	A 2250.400-00-0400	\$4,500.00	Handicapped Tutors to Handicapped Contractual (McGork PT costs)
2 A 2250.740-00-0400	A 2250.400-00-0400	\$8,910.00	Handicapped Tuition to Handicapped Contractual (Peterson, CABV))
3 A 9060.801-00-0100	A 9020.800-00-0100	\$400,000.00	Hsp & Med Insurance to Teachers Retirement (Cover COVID transfers)
4 A 9060.801-00-0155	A 9020.800-00-0100	\$40,000.00	Hsp & Med Ins Trans to Teachers Retirement (Cover COVID transfers)
5 A 1240.500-00-0800	A 1240.150-00-0100	\$1,075.00	Superintendent Mat & Suppl to Superintendent Inst. Sal (Interim Contract)
6 A 1620.169-22-0100	A 1620.164-00-0100	\$3,300.00	Cust Sal OT HS to Cust Sal DW Subs (Additional Sub Costs - COVID)
7 A 2020.150-21-0200	A 2020.150.22-0200	\$390.00	Supervision Principal to Supervision Principl HS
8 A 2020.150-21-0200	A 2020.156-21-0165	\$90.00	Supervision Principal to Supervision Noon & Buss Duty MS
9 A 5510.169-00-0100	A 5510.160-00-0200	\$1,500.00	Trans extra driving to Trans Supervision (Clerical Vouchers)
10 A 1060.400-00-0100	A 1010.400-00-0100	\$560.00	Dist Meeting Contractual to BOE Contractual (New BOE membe training)
11 A 1310.500-00-0100	A 1310.400.00-0100	\$820.00	School Bus Mat & Suppl to School Bus Contractual (Advertisements)
12 A 1430.400-00-0100	A 1430.490-00-0100	\$1,400.00	Personnel -Civil Service to Personnel BOCES (Public Information Service)
13 A 1620.500-00-0500	A 1620.490-00-0100	\$1,260.00	Maint Mat & Suppl to Maint BOCES (Reconcile telephone bills)
14 A 2070.400-00-0400	A 2070.490-00-0100	\$1,900.00	Inservice Training Contract to Inservice Training BOCES (Title Grant COSER)
15 A 2550.500-00-0400	A 2250.400-00-0400	\$6,250.00	Handicapped Tuition to Handicapped Contract (Porta Legal Services)
Approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>		
Assistant Superintendent for Finance			Date
Approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>		
Superintendent			Date

**APPROPRIATION TRANSFER
REQUEST FORM**

2021-22

GENERAL FUND X OTHER:

REQUESTED BY: J. Rowley

DATE: 7/16/2021

FOR BOARD APPROVAL XX PRESENTATION:

	FROM (BUDGET CODE)	TO (BUDGET CODE)	AMOUNT	COMMENTS
1	A 1910.400-00-0100	A 5510.401-00-0300	\$4,000.00	Unallocated Insur to Transportation Insur (adjust budget)
2	A 1310.400-00-0100	A 1910.400-00-0100	\$3,600.00	School Bus Contractual to Unallocated Insurance (adjust budget)
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Approved Disapproved Date 8/3/21

Assistant Superintendent for Finance

Approved Disapproved Date 8/19/21

Superintendent

ONEIDA CITY SCHOOL DISTRICT

APPROPRIATION TRANSFER REQUEST FORM

GENERAL FUND OTHER: _____
 REQUESTED BY: J. Rowley
 DATE: 06/30/2020
 FOR BOARD APPROVAL PRESENTATION: _____

2020-21

#	FROM (BUDGET CODE)	TO (BUDGET CODE)	AMOUNT	COMMENTS
1	A 1620.400-00-0501	A 1620.400-00-0500	\$1,065.00	Operations Bldg Conditions Survey to Operations Contract (COVID rental storage)
2	A 1620.400-00-0501	A 1620.490-00-0100	\$240.00	Operations Bldg Conditions Survey to Operations Boces
3	A 1621.500-00-0500	A 1621.490.00-0100	\$1,260.00	Maint Mat & Suppl to Maint BOCES (Reconcile telephone bills)
4				
5				
6				
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10				
11				
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13				
14				
15				
16				

Approved Disapproved _____ Date 8/5/21
 Assistant Superintendent for Finance
 Approved Disapproved _____ Date 8/19/21
 Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: PERSONNEL
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the attached personnel items for the August 17, 2021 Board of Education Meeting as submitted.

RECOMMENDED ACTION

Motion to approve the attached personnel items for the August 17, 2021 Board of Education Meeting as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

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

RECOMMENDED INSTRUCTIONAL APPOINTMENT

Personnel	Building	Tenure Area	Tenure Date	Effective
Theresa Richmond	NB	Childhood Education	9/1/2025	September 1, 2021
Jacqueline O'Brien	OSMS	Teaching Assistant	9/1/2025	September 1, 2021

RECOMMENDED INSTRUCTIONAL RESIGNATION

Personnel	Building	Position	Effective
Shanna Delaney-Hasto	NB	Reading Teacher	September 1, 2021
Joanne Makarchuk	SS	ENL Teacher	September 1, 2021
Lindsey George	WP	Teaching Assistant	September 1, 2021

RECOMMENDED INSTRUCTIONAL TRANSFERS

Personnel	Transfer from	Transfer to	Tenure Area	Effective
Kelli Claflin	NB/Gr 2	NB/Reading	Literacy	9/1/2021
Megan Shene	NB/Gr 1	NB/Gr 2	Childhood Education	9/1/2021

RECOMMENDED RESCINDING FALL COACHES

Coach	Team
Joanne Makarchuk	Girls Modified Soccer
Haley Wise	Boys Modified Soccer

Oneida City School District
 August 17, 2021
 Board of Education Meeting

Recommended Substitute Teachers

Substitute Teacher	Area(s) to Sub	Certification
Kerry Boyce	Any; esp.art and music; No SPED;	Certified
Betsy Carnevale	Library -OSMS & OHS;	Certified
Barb Centner	Testing ONLY	Certified
Jeff Didio	OHS History and PE only w/1 day notice	Certified
Jennifer Didio	PreK-Grade 1; Elementary Art and PE	Certified
Scott Fallon	OHS; Not available Mondays	Certified
Jean Garro	Secondary ONLY except PE	Certified
Kenneth Infarinato	Middle School pre-planned ONLY	Certified
Karen Knight	Elementary	Certified
Katrina Mercer	K-5	Certified
Deborah New	Any but prefers Gr 6-12 except PE	Certified
Jennifer Peters	North Broad Elementary ONLY	Certified
Herbert Phillips	North Broad ONLY	Certified
Jeffrey Skibitski	Secondary Pre-Planned ONLY	Certified
David West	Secondary; NO PHYS EDUC	Certified
Terry Yardley	SECONDARY; not avail January until May;	Certified
Leanne Youngkrans	Elementary	Certified
Joshua Allen	K-5 ONLY	Non-Certified

Oneida City School District
 August 17, 2021
 Board of Education Meeting

Recommended Substitute Teachers

Substitute Teacher	Area(s) to Sub	Certification
Emily Bawolak	K-5;	Non-Certified
Richard Butler	Any; appreciate adv notice	Non-Certified
Nancy Chambers	K-8; especially Music; College Student	Non-Certified
Thomas Cochran	Willard Prior ONLY; 1 day notice;	Non-Certified
Sydney Coleman	Any;	Non-Certified
Shae D'Arcangelis	Any; College Student	Non-Certified
Brynn Davis	Elementary ONLY;	Non-Certified
Madisyn Davis	K-5;	Non-Certified
Deanna DiFabio	Secondary	Non-Certified
Melody Dixon	Any; avail 7:30 AM-3/3:30 PM	Non-Certified
Lucille Duniec	High School; DO NOT CALL FOR OSMS or WP;	Non-Certified
Whitney Fisk	Secondary ONLY; No Phys Educ;	Non-Certified
Rickey Fuller	Any; Spec Educ;	Non-Certified
Trish Johnson	Any; Prefer Secondary	Non-Certified
Alexandria Jones	Any	Non-Certified
Daniel Jones	Any;	Non-Certified
Mark Kall	Secondary; Spec Educ;	Non-Certified
Carla Kosuda	K-5; avail 8:30-11:30 everyday	Non-Certified

Oneida City School District
 August 17, 2021
 Board of Education Meeting

Recommended Substitute Teachers

Substitute Teacher	Area(s) to Sub	Certification
Stephanie Mahler	K-5 North Broad ONLY	Non-Certified
Melissa Maine	K-5	Non-Certified
David Milner	Secondary; NO PHYS EDUC;	Non-Certified
Benjamin O'Connell	Any	Non-Certified
Zachary Perkins	Any; DO NOT CALL FOR SS;	Non-Certified
Andrew Sayles	Any; College Student	Non-Certified
Steven Sayles	Any; College Student	Non-Certified
Ashleigh Staudt	Student Teacher 9/7 - 12/22/21	Non-Certified
Jacob Stover	Grades 7-12	Non-Certified
Jonathan Streeter	High School ONLY; No PE;	Non-Certified
James Swalgin	K-5 SS ONLY;	Non-Certified
Dean Thomas	Any	Non-Certified
Traci Todd	SS ONLY	Non-Certified
Donna Togias	Gr 6-12 ONLY	Non-Certified
Jacqueline Wagner	PreK-5; Music, Art, PE, AIS, Rdg	Non-Certified
Timothy Worden	Any; prefers Secondary Grades 4-12;	Non-Certified
Emily Wright	K - Grade 9	Non-Certified
Tama Zombek	6th Grade ONLY	Non-Certified
Anita Baldwin	School Nurse; also works 10 hrs/wk at St. Pat's	Nurse

Oneida City School District
August 17, 2021
Board of Education Meeting

Recommended Substitute Teachers

Substitute Teacher	Area(s) to Sub	Certification
Linda Campbell	School Nurse;	Nurse
Brandee DuBois	School Nurse and Holy Cross	Nurse
Jacquelyn Farnach	School Nurse	Nurse
Traci Todd	School Nurse	Nurse

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

CLASSIFIED PERSONNEL

RECOMMENDED CLASSIFIED PROBATIONARY APPOINTMENT

NAME	TITLE	LOCATION	PAYRATE	EFFECTIVE DATE
Sandra Colucci	Teacher Aide – 6 hr./day Temporary through 6/30/22	WP	12.50/hr.	9/1/21 - 6/30/22
Robyn House	Licensed Practical Nurse Temporary through 6/30/22	District Wide	23,331/yr.	9/1/21 - 6/30/22
Christina Lacy	Teacher Aide – 5.5 hr./day	WP	12.63/hr.	9/1/21
Rose Lomonaco	Keyboard Specialist	HS	33,815/yr.	7/21/21
James Swalgin	Teacher Aide – 5.5 hr./day	SS	12.63/hr.	9/1/21
Hanna Thurston	Teacher Aide – 2 hr./day Lunch Aide	WP	12.63/hr.	9/1/21
Traci Todd	Teacher Aide – 6 hr./day Temporary through 6/30/22	SS	12.50/hr.	9/1/21 - 6/30/22

RECOMMENDED CLASSIFIED PROVISIONAL APPOINTMENT

NAME	TITLE	LOCATION	PAYRATE	EFFECTIVE DATE
Lisa McGork	Physical Therapist - .8	District Wide	50,805/year	9/1/21

RECOMMENDED CLASSIFIED RETIREMENT

NAME	TITLE	LOCATION	EFFECTIVE DATE
Theresa Rice	Teacher Aide	OSMS	6/30/22

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

CLASSIFIED PERSONNEL

RECOMMENDED CLASSIFIED TRANSFER

NAME	TITLE	LOCATION FROM	LOCATION TO	EFFECTIVE DATE
Tara Becker	Food Service Helper	HS-5.5 hrs./day	NB-4 hrs./day	9/1/21
Kristen Schuck	Food Service Helper	MS-4.25 hrs./day	WP-4.25 hrs./day	9/1/21

RECOMMENDED CLASSIFIED SUBSTITUTE APPOINTMENTS

NAME	TITLE	LOCATION	EFFECTIVE DATE
Danielle Brown	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Natalie Brown	Bus Driver, Teacher Aide	Trans. Center	9/1/21 – 6/30/22
Clement Belusar	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Marlie Kling	Bus Monitor	Trans. Center	9/1/21 – 6/30/22
Chad Ray	Bus Driver	Trans. Center	9/1/21 – 6/30/22
David Scholl	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Robert Templar	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Charles Welch	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Brian Wesseldine	Bus Driver	Trans. Center	9/1/21 – 6/30/22
Betsy Carnevale	Clerical	Trans. Center	9/1/21 – 6/30/22
Kathleen Clinch	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Lisa Coakley	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Deanna DiFabio	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Sharon Dixon	Clerical	District Wide	9/1/21 – 6/30/22
Carm Endemann	Clerical	District Wide	9/1/21 – 6/30/22
Lori-Ann Hartley	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Carolyn Hayes	Clerical	District Wide	9/1/21 – 6/30/22
Georgette Schmutz	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Marie Sicilia	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Tim Worden	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Tama Zombek	Clerical, Teacher Aide	District Wide	9/1/21 – 6/30/22
Kyle Atwood	Custodian	District Wide	9/1/21 – 6/30/22
Tim Finley	Custodian	District Wide	9/1/21 – 6/30/22
Brenda Moon	Custodian, Teacher Aide	District Wide	9/1/21 – 6/30/22
Regina Orsaio	Custodian	District Wide	9/1/21 – 6/30/22
Bryan Reaves	Custodian	District Wide	9/1/21 – 6/30/22
Josh Snyder	Custodian	District Wide	9/1/21 - 6/30/22

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

CLASSIFIED PERSONNEL

NAME	TITLE	LOCATION	EFFECTIVE DATE
Joseph Sullivan	Custodian	District Wide	9/1/21 – 6/30/22
Johnathan Whitbeck	Custodian	District Wide	9/1/21 – 6/30/22
Cynthia Barker	Food Service Helper	District Wide	9/1/21 – 6/30/22
Teresa DeBreque	Food Service Helper	District Wide	9/1/21 – 6/30/22
Joseph Malbouf	Food Service Helper, Teacher Aide	District Wide	9/1/21 – 6/30/22
Debra Rashford	Food Service Helper	District Wide	9/1/21 – 6/30/22
Peggy Southworth	Food Service Helper	District Wide	9/1/21 – 6/30/22
Joshua Allen	Teacher Aide	District Wide	9/1/21 – 6/30/22
Nancy Chambers	Teacher Aide	District Wide	9/1/21 – 6/30/22
Norma Christian	Teacher Aide	District Wide	9/1/21 – 6/30/22
Bryn Davis	Teacher Aide	District Wide	9/1/21 – 6/30/22
Madisyn Davis	Teacher Aide	District Wide	9/1/21 – 6/30/22
Denise Haldenwang	Teacher Aide	District Wide	9/1/21 – 6/30/22
Stephanie Mahler	Teacher Aide	District Wide	9/1/21 – 6/30/22
Melissa Maine	Teacher Aide	District Wide	9/1/21 – 6/30/22
Susan Muehl	Teacher Aide	District Wide	9/1/21 – 6/30/22
Heather Nelson	Teacher Aide	District Wide	9/1/21 – 6/30/22
Herbert Phillips	Teacher Aide	District Wide	9/1/21 – 6/30/22
Janice Siver	Teacher Aide	District Wide	9/1/21 – 6/30/22
James Swalgin	Teacher Aide	District Wide	9/1/21 – 6/30/22
Misty Sullivan	Teacher Aide	District Wide	9/1/21 – 6/30/22
Traci Todd	Teacher Aide	District Wide	9/1/21 – 6/30/22

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: NOTIFYING RESOLUTION: START DATE OF DURHAMVILLE PRINCIPAL
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education recognizes the official start date of Megan Rose, Durhamville Elementary Principal, as Wednesday, July 28, 2021 with an amended probationary appointment date of July 28, 2021 through July 28, 2025 as submitted.

RECOMMENDED ACTION

Motion to approve the Notifying Resolution as submitted.

MOTION MADE BY _____

SECONDED BY _____

A _____ N _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: YEARLY DUTY POSITION SALARY ADJUSTMENT, 2021-2022
DATE: AUGUST 17, 2021

BE IT RESOLVED, that the Board hereby approves the adjustment in rate of pay for Tom Collins for the PE Dept Chair K-12 position for the 2021-2022 school year as submitted.

Building/Position	Staff	Previously approved rate of pay	<u>New</u> rate of pay for 2021-22
PE Dept Chair K-12	Tom Collins	\$4,741	\$5,699

RECOMMENDED ACTION

Motion to approve the Tom Collins' rate of pay adjustment for 2021-2022 as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: AGREEMENT FOR THE USE OF SPECIAL PATROL OFFICER (SPO)
DATE: AUGUST 17, 2021

RESOLUTION APPROVING AGREEMENT WITH MADISON COUNTY FOR PROVISION OF SPECIAL PATROL OFFICER SERVICES

At a Regular Meeting of the Board of Education (the "Board") of the Oneida City School District (the "School District"), held on August 17, 2021.

WHEREAS, Article 5-G of the New York State General Municipal Law provides the authority for the School District and Madison County (the "County") to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the Board of Education of the School District has determined that an effective and efficient method to protect the safety of School District students, staff and property is an intermunicipal agreement with the County to obtain the services of Special Patrol Officer(s) ("SPO") for the 2021-22 school year; and

WHEREAS, the Board of Education has had the opportunity to review the proposed agreement for the 2021-22 school year;

NOW, THEREFORE, the Board of Education of the School District resolves as follows:

1. The Board of Education hereby approves the intermunicipal agreement between the School District and County for Special Patrol Officer services for the 2021-22 school year.
2. The Board authorizes the Board President to execute the intermunicipal agreement in the form approved by legal counsel.
3. This Resolution shall take effect immediately.

Date: _____

District Clerk
Oneida City School District

RECOMMENDED ACTION

Motion to approve the Resolution Approving the Agreement for the Use of Special Patrol Officers with the Madison County Sheriff's Office as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

AGREEMENT

THIS AGREEMENT, by and between the **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", by and through the Madison County Sheriff's Office, with its principal office at 138 N. Court St., Bldg. #7, Wampsville, NY 13163 hereinafter called the "Sheriff" or "MCSO"; and the Oneida City School District, with principal offices at 565 Sayles Street, Oneida, NY 13421 hereinafter called the "District";

WITNESSETH

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and County are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, Madison County, through the Office of the Sheriff, has a position entitled Special Patrol Officer ("SPO"), and these officers are employed to maintain order and provide security in public buildings, including schools; and

WHEREAS, the Oneida City School District is desirous of utilizing these SPOs in order to enhance order, safety and security in their public school buildings; and

WHEREAS, in order to facilitate such a use of SPOs, Madison County and the Oneida City School District wish to enter into this agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the SPOs in the District.

NOW THEREFORE, the Parties hereby agree as follows:

- I. **PURPOSE:** The County, through the Sheriff, and the District agree that the Parties' goals are the following:
 - A. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v;
 - B. To increase the physical law enforcement presence within the District facilities;
 - C. To decrease the number of incidents involving outside police intervention at the District facilities;
 - D. To increase a sense of safety and order within the school setting; and
 - E. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and
- II. **ASSIGNMENT OF SPOs:** The Sheriff shall assign officers as SPOs to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The Sheriff agrees to have SPOs on site at all District contracted campuses each day that school is in session from 7:15 a.m. to 3:15 p.m. during the Term of this Agreement (as defined below in Section 3), as designated by the District. The Sheriff will attempt to provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued and/or approved by the Sheriff, including a firearm and all other equipment authorized and issued by the Sheriff.

III. TERM OF AGREEMENT: The Term of this Agreement begins on the date of the Parties' signatures and expires on June 30, 2022, without notice, unless otherwise terminated earlier as provided in this Agreement (the "Term"). Successive terms of this agreement shall commence on July 1st of that year, and conclude on June 30th of the following year, consistent with the District's fiscal calendar.

IV. DUTIES OF THE SPOs: The SPOs duties shall be as follows:

- A. Provide for the security and safety of all students, staff, and visitors;
- B. Protect school property and maintain order in and around the school site;
- C. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- D. In coordination with the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- E. Report all violations of law, school rules, regulations, or policies to school administration;
- F. Enforce New York State laws, rules, and regulations;
- G. Act as liaisons with police and fire officials;
- H. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- I. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- J. Become familiar with all hidden recesses in the building and check them periodically;
- K. Maintain visibility as much as possible;
- L. Refrain completely from acting as a school disciplinarian. SPOs are not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law, and shall refer all matters of student discipline to the appropriate building principal or designee;
- M. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The Sheriff shall then attempt to provide the District with a replacement SPO. The Sheriff shall notify the District that the SPO will be absent and shall notify the District of the replacement SPO;
- N. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- O. Make efforts to maintain casual relationships with students and attempt to develop a rapport with them;
- P. Develop a working relationship with the staff of the District;
- Q. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- R. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews and search and arrest procedures of the Sheriff;
- S. SPOs shall be subject to all other personnel policies and practices of the Sheriff, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement;

- T. Act swiftly and cooperatively when responding to major disruptions and criminal offenses at school.
- U. The SPO shall be prohibited from detaining or questioning students about their immigration status.

V. **RESPONSIBILITIES OF THE SHERIFF:** The MCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the MCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the MCSO.

- a. The Sheriff further agrees to provide SPOs who:
 - 1. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - 2. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 - 3. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - 4. Meet all education and experience requirements set forth by Madison County and New York State; and
 - 5. Also demonstrate:
 - a. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - b. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - c. A working knowledge of social services providers and other community justice and school resources;
 - d. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - e. A genuine interest in at-risk youth; and
 - f. An even temperament and the ability to set a good example for students.
- B. The District may request from the Sheriff that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The Sheriff will honor these requests to the fullest extent possible.
- C. The Sheriff will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the Sheriff and the District.
- D. The Sheriff will ensure that SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- E. The Sheriff will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

VI. **RESPONSIBILITIES OF THE DISTRICT:** The District agrees to:

- A. Implement the SPO program in accordance with guidelines established herein by the Parties;
- B. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- C. Provide the SPOs with full access to school facilities, personnel, and students;
- D. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;

- E. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- F. Provide suitable accommodations (i.e., desk and chair) at each school building so that the SPOs may be periodically seated during the school day;
- G. Evaluate the program and administer an annual assessment of the program;
- H. Make recommendations and program adjustments as appropriate;
- I. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with MCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate MSCO supervisory personnel and request their services for a police response.

VII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

- A. Confidentiality. The County, Sheriff, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- B. Records Disclosure. The County, Sheriff, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- C. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Sheriff shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- D. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule LGS-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- E. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

Attachment A: School District's Parents' Bill of Rights for Data Privacy and Security

Attachment B: Parents' Bill of Rights – Supplemental Information Addendum

Attachment C: Third-Party Data Security and Privacy Plan

VIII. RESOLUTION OF ISSUES/TERMINATION:

- A. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- B. If issues occur that causes the Sheriff to feel termination of this Agreement is appropriate, the Sheriff must first address the issues in writing to the District. A subsequent meeting will be

held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

- C. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

IX. COMPENSATION:

- A. Basic Payment: The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District, or their designee, as detailed herein.
- B. The Parties agree that the District, or their designee, shall pay compensation in the amount of Nineteen Thousand Dollars (\$19,000) to the County during the Term of this Agreement.
- C. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- D. Incidental and Unrelated Costs: Incidental costs, to include uniforms, equipment, radio, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- E. Additional Hours: Any time spent at the District by an SPO over and above the hours agreed upon per day by the Parties will be paid by the District, or their designee, at the hourly rate of Thirty-Seven Dollars and Fifty cents (\$37.50).
- F. Billing & Payment: The County shall submit a statement for payment of the contract fee to the District on a quarterly basis. The District, or their designee, shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

- X. **INDEPENDENT CONTRACTORS:** It is expressly understood and agreed that the legal status of the MCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

XI. INDEMNIFICATION/HOLD HARMLESS:

- A. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- B. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees (including the SPO), and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

XII. INSURANCE:

- A. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Worker's Compensation and Employers Liability shall be at statutory limits.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- B. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for

property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The District shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers Compensation and Employers Liability shall be at statutory limits.
- v. Waiver of Subrogation: The County waives all rights against the District, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vi. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

XIII. **NO SPECIAL DUTY:** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety, or security.

XIV. **SUSPENSION OF WORK:**

- A. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the MCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the MCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- B. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the MCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.

- C. The District and the Sheriff agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- D. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

XV. **NOTICE:**

All notices to the County should be sent to:
Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to the Sheriff at:
Madison County Sheriff's Office
138 N. Court Street, Bldg. #7
Wampsville, New York 13163

All notices to the District should be sent to:
Oneida City School District
565 Sayles Street

Oneida, NY 13421

- XVI. **EXPIRATION:** The Parties agree that this Agreement expires on June 30, 2022, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.
- XVII. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- XVIII. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- XIX. **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

XV. **FORCE MAJEURE:** Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). The District shall have the right to terminate the Agreement immediately upon written notice to Cayuga County of any Force Majeure event, and shall not be liable for payment under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

XVI. **COVID-19 HEALTH AND SAFETY:** The SPO shall comply with all federal, state, local laws, rules, regulations, executive orders, guidance and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. Madison County shall defend, indemnify and hold harmless the District against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or caused by negligent or intentional acts or omissions of Madison County or the SPO in connection with the COVID-19 pandemic (for example, arising from the SPO's failure to comply with COVID-19 health and safety protocols).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED:

By: _____
John M. Becker
Chairman, Board of Supervisors

MADISON COUNTY SHERIFF'S OFFICE

DATED:

By: _____

SCHOOL DISTRICT

DATED:

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Attachment A

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Oneida City School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Oneida City School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Oneida City School District has posted this Parents' Bill of Rights for Data Privacy and Security

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7261. You may access this Policy from the District's website.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYS-StudentData.xls> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Supplemental Information About Third Party Contracts

In order to meet 21st century expectations for effective education and efficient operation, the District utilizes several products and services that involve third party contractors receiving access to student data, or principal or teacher data, protected by Section 2-d of the Education Law. The District recognizes that students, parents, and the school community have a legitimate interest in understanding which of the District's vendors receive that data, for what purpose, and under what conditions. The District has undertaken the task of compiling that information, and of ensuring that each new contract adequately describes (1) the exclusive purposes for which the data will be used, (2) how the contractor will ensure that any subcontractors it uses will abide by data protection and security requirements, (3) when the contract expires and what happens to the data at that time, (4) if and how an affected party can challenge the accuracy of the data collected, (5) where the data will be stored, and (6) the security protections taken to ensure the data will be protected, including whether the data will be encrypted.

Attachment B

SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Madison County (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Oneida City School District (the “School District”) dated of the parties’ signatures (the “Contract”).

2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).

3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in the format requested by the School District and/or destroyed by the Contractor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored physically in the School District’s buildings and/or electronically on the School District’s computer system. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Attachment C

THIRD-PARTY DATA SECURITY AND PRIVACY PLAN

[See Attached PDF]

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida City School District (hereinafter "School District") and Madison County (hereinafter "Contractor") entered into an agreement dated _____ (hereinafter "Agreement") for Special Patrol Officer Services (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

Contractor will abide by data protection and security requirements set forth by the School District.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Policy 804 - Protected Information Policy of the Madison County Sheriff's Office (See Attached)

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

Specify date of each training

All employees of the Contractor complete CJIS (Criminal Justice Information Security) training.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

See attached Madison County Sheriff's Office Policy 804 - Protected Information

7. Termination of Agreement.

a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within 30 days of termination of the Agreement, Contractor shall Return all data to the School District using Preferred Method OR

Transition all data to a successor contractor designated by the School District in writing using _____.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of date of the Parties' Signatures

CONTRACTOR:

By: John M. Becker

Title: Chairman, Board of Supervisors

Protected Information

804.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Madison County Sheriff's Office. This policy addresses the protected information that is used in the day-to-day operation of the Office and not the public records information covered in the Records Maintenance and Release Policy.

804.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the Madison County Sheriff's Office and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

804.2 POLICY

Best Practice

Members of the Madison County Sheriff's Office will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

804.3 RESPONSIBILITIES

Best Practice **MODIFIED** NYSLEAP - 8.4 - 8.12 (A), 8.12 (C), 50.7 (C), 50.7 (E), 50.7 (G) NYSLEAP- 8.5 - 8.12 (A), 8.12 (C), 50.7 (C), 50.7 (E), 50.7 (G)

The Sheriff shall select a member of the Office to coordinate the use of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), New York State Department of Motor Vehicles (DMV) records and New York State Division of Criminal Justice Services (DCJS)/eJusticeNY Integrated Justice Portal.
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.

Madison County Sheriff's Office

Policy Manual for LE

Protected Information

- (e) Resolving specific questions that arise regarding authorized recipients of protected information.
- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.
- (g) Members access shall be reevaluated at least once every five (5) year period.

804.4 ACCESS TO PROTECTED INFORMATION

Best Practice

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Madison County Sheriff's Office policy or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

804.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Best Practice **MODIFIED**

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Office Assistant for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Office may not be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation unless deemed necessary. Any such information should be released through the Records Section to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of deputies, other office members or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

804.6 SECURITY OF PROTECTED INFORMATION

Federal

Madison County Sheriff's Office

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Protected Information

The Sheriff will select a member of the Office to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Sheriff and appropriate authorities.

804.6.1 MEMBER RESPONSIBILITIES

Best Practice

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk, in or on an unattended vehicle, in an unlocked desk drawer or file cabinet, on an unattended computer terminal).

804.7 TRAINING

Best Practice

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

804.8 PENALTIES

Agency Content

Any member found in violation of this policy will be subject to progressive discipline up to and including termination or loss of privileges to access secured information.

804.9 NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES STANDARD SECURITY CLAUSES FOR SHARING DATA WITH AGENCIES OF THE STATE OF NEW YORK

Agency Content

- A. The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.
- B. All data to which the recipient NYS State Agency ("Recipient") will be provided access by DMV is proprietary to DMV. Such data shall hereinafter be referred to as "DMV data". Recipient will safeguard all DMV data and resources to which it is granted

Madison County Sheriff's Office

Policy Manual for LE

Protected Information

access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under NYS CyberSecurity Policy P03-002-V3.4, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose for which it is provided hereunder, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient's possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
 - (a) provided by DMV which is marked Confidential";
 - (b) defined as "Personal, Private and Sensitive Information" (PPSI)
 - (c) not expressly granted for public disclosure or dissemination;
 - (d) protected by law from disclosure or dissemination;
 - (e) concerning DMV's infrastructure;
 - (f) pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.
5. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.
6. Recipient agrees to promptly notify DMV if the confidentiality of DMV data is compromised at any time.
7. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:
 - (a) the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.),
 - (b) the New York State Information Security Breach and Notification Act (ISBNA)(General Business Law, §899-aa; State Technology Law, §208).
8. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains, in addition to notifying DMV. In the event that Recipient shares such information with another entity, Recipient must obtain prior approval from DMV, and must hold its recipient responsible for providing such notice.
9. Recipient must take appropriate measures to advise pertinent staff members of the penalties associated with unauthorized access, use, or dissemination of protected data

Madison County Sheriff's Office

Policy Manual for LE

Protected Information

10. Recipient agrees to promptly notify DMV's Information Security Office of any confirmed or suspected misuse of DMV information or resources, as follows
 - (a) InformationSecurity@dmv.ny.gov (518) 402-2676.
11. Recipient agrees to comply with DMV's instructions for the secure disposal of agreement-related electronic or hard copy files in Recipient's possession upon expiration of the term of this Agreement.
12. Recipient agrees to continuing cooperation with DMV in response to developing security vulnerabilities.

[DMV Photo System User Agreement-12-05-19.pdf](#)

[user agreement.pdf](#)

Attachments

DMV_Photo_System_User_Agreement-12-05-19.pdf



**Appendix A
NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES
STANDARD SECURITY CLAUSES
FOR SHARING DATA WITH AGENCIES OF
THE STATE OF NEW YORK**

(Revised 2/14/12)

The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.

All data to which the recipient NYS State Agency ("Recipient") will be provided access by DMV is proprietary to DMV. Such data shall hereinafter be referred to as "DMV data". Recipient will safeguard all DMV data and resources to which it is granted access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under NYS Cyber-Security Policy P03-002-V3.4, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose for which it is provided hereunder, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient's possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
 - provided by DMV which is marked Confidential";
 - defined as "Personal, Private and Sensitive Information" (PPSI);
 - not expressly granted for public disclosure or dissemination;
 - protected by law from disclosure or dissemination;
 - concerning DMV's infrastructure;
 - pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.
5. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.

6. Recipient agrees to promptly notify DMV if the confidentiality of DMV data is compromised at any time.
7. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:
 - a) the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and
 - b) the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208).
8. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains, in addition to notifying DMV. In the event that Recipient shares such information with another entity, Recipient must obtain prior approval from DMV, and must hold its recipient responsible for providing such notice.
9. Recipient must take appropriate measures to advise pertinent staff members of the penalties associated with unauthorized access, use, or dissemination of protected data.
10. Recipient agrees to promptly notify DMV's Information Security Office of any confirmed or suspected misuse of DMV information or resources, as follows:
InformationSecurity@dmv.ny.gov (518) 402-2676.
11. Recipient agrees to comply with DMV's instructions for the secure disposal of agreement-related electronic or hard copy files in Recipient's possession upon expiration of the term of this Agreement.
12. Recipient agrees to continuing cooperation with DMV in response to developing security vulnerabilities.

Appendix B

DMV PHOTO SYSTEM USER AGREEMENT

(hereinafter referred to as **The Participating Agency**)

Main ORI
(add additional ORI's at end of agreement)

understands and agrees to comply with all rules and policies established by the New York State Department of Motor Vehicles (DMV) and the New York State Division of Criminal Justice Services (DCJS) concerning the use of DMV Photo System as set forth in the DMV Photo System Policies and Procedures Manual (as recited below).

The Participating Agency agrees to:
comply fully with the terms of the Driver's Privacy Protection Act of 1994 ("DPPA") (18 USC §2721 et seq.), the Information Security Breach and Notification Act ("ISBNA") (General Business Law §899-aa and State Technology Law §208), and all other applicable laws and regulations respecting access to and use of motor vehicle records as stated in the DMV Photo System Policies and Procedures Manual and that it will continue to take all necessary action to insure compliance with said laws and regulations.

It is understood by the Participating Agency:
that the unauthorized acquisition of a DMV Photo image may require that notification of the unauthorized acquisition be given to the subject of interest pursuant to the ISBNA.

It is understood by the Participating Agency:
that remote audits of DMV Photo usage will be conducted by DCJS and that Periodic site audits (announced/unannounced) of DMV Photo System usage may be performed by DCJS in conjunction with their triennial audits eJusticeNY usage.

It is understood by the Participating Agency:
that a violation of the rules, policies, practices and procedures set forth in the DMV Photo System Policies and Procedures Manual may result in the immediate or delayed suspension or removal from participation in the DMV Photo System, as deemed appropriate by DMV and DCJS.

DMV PHOTO SYSTEM POLICIES AND PROCEDURES MANUAL

1.0 GENERAL PROVISIONS:

- 1.01 The DMV Photo System (DMV Photo) allows authorized users to directly access the New York State Department of Motor Vehicles' (DMV) database of digitized photo images to obtain a driver's photo.
- 1.02 DMV Photo is not an intelligence system and does not allow authorized users to conduct generalized searches of the DMV digital photo database.
- 1.03 Participating Law Enforcement Agencies (LEA) agree to abide by the terms and conditions governing the use of DMV Photo and that they will comply fully with the terms of the Driver's Privacy Protection Act of 1994 ("DPPA") (18 USC §2721 et seq.), the Information Security Breach and Notification Act ("ISBNA") (General Business Law §899-aa and State Technology Law §208) and all other applicable laws and regulations respecting access to and use of motor vehicle records and to continue to take all necessary action to insure compliance with said laws and regulations.

2.0 GENERAL SYSTEM DESCRIPTION

- 2.01 The purpose of DMV Photo is to ensure that participating LEAs and individual Requestors (defined below at 7.02) are able to expeditiously obtain the DMV photo image of a subject of interest: relevant to an active or potential criminal investigation, a fugitive wanted pursuant to a sworn arrest warrant, a witness to a crime or criminal activity whose whereabouts are unknown, a missing person due to a crime or suspected criminal activity, a driver not in possession of his/her driver license; or a driver who's driver license appears fraudulent.

3.0 ADMINISTRATION

- 3.01 DMV Photo is jointly maintained by DMV and the NYS Division of Criminal Justice Services (DCJS) pursuant to a Memorandum of Understanding. LEAs are defined as: New York State Police, District Attorneys and investigators employed in District Attorney offices (as defined in NYS Criminal Procedure Law §1.20[32] and §1.20[34][g]), local police departments and sheriff's offices (as defined in NYS Criminal Procedure Law §1.20[34][b] and [d]), New York State agencies that employ investigators assigned to law enforcement units (as defined in NYS Criminal Procedure Law §1.20[34][j][k][m] and [q]), and, federal agencies located within New York State that employ investigators assigned to law enforcement units. Law enforcement agencies not specifically referenced within the above definition of "LEA" can

apply for access, however, all such applications must be approved by DCJS and DMV.

4.0 SYSTEM SUPPORT SERVICES

- 4.01 All questions concerning access, connectivity or system maintenance shall be submitted to the NYS OITS Help Desk at 1-844-891-1786.

5.0 APPLICATION

- 5.01 To apply for access to DMV Photo, the agency Executive Officer or Chief must complete and submit the following forms:

- 5.01.1 “Application for DMV Photo Access”; and,
5.01.2 “DMV Photo User Agreement”,

- 5.02 Electronic versions of these forms, plus the DMV Photo System Policies and Procedures Manual, are available on *eJusticeNY* within the Law Enforcement Services suite – access “Overview” and click tab for “DMV Photo Resources”.

5.03 All forms must be submitted electronically as an attachment through the IJ Portal Feedback (Provisioning) function.

- 5.04 Agency eligibility to participate in DMV Photo will be based on procedures to be jointly established by the commissioners of DMV and DCJS.

- 5.05 A written notification of approval to access DMV Photo will be e-mailed back to the agency Executive Officer or Chief within 15 days.

6.0 USER AGREEMENT

- 6.01 By signing the DMV Photo User Agreement, the agency Executive Officer or Chief agrees that the LEA will abide by the terms and conditions governing the use of DMV Photo and that it will comply fully with the terms of the DPPA, the ISBNA, and all other applicable laws and regulations respecting access to and use of motor vehicle records and that it will continue to take all necessary action to insure compliance with said laws and regulations.

- 6.02 By signing the DMV Photo User Agreement, the agency Executive Officer or Chief understands that the unauthorized acquisition of a DMV Photo image may require that notification of the unauthorized acquisition be given to the subject of interest pursuant to the ISBNA.

- 6.03 **Users shall not (i) use DMV records or information for civil immigration purposes or (ii) disclose such records or information to any agency that**

primarily enforces immigration law, such as U.S. immigration and customs enforcement and U.S. customs and border protection, or to any employee or agent of any such agency unless such disclosure is pursuant to a cooperative arrangement between city, state and federal agencies which does not enforce immigration law and which disclosure is limited to the specific records or information being sought pursuant to such arrangement. In addition to the requirements of 18 USC 2721(c), the LEA shall keep for a period of five years records of all uses and identifying each person or entity that primarily enforces immigration law that received department records or information from such certifying person or entity. The LEA shall maintain the records in a manner and form prescribed by the commissioner, and the LEA shall make them available for inspection upon the Commissioner's request.

- 6.04 Participating LEAs agree to execute a new DMV Photo User Agreement when significant changes/upgrades are made to the DMV Photo system and/or are required to by either DCJS or DMV.

7.0 REQUESTOR

- 7.01 A "Requestor" is an individual law enforcement officer with access rights to eJusticeNY and the DMV Photo suite.
- 7.02 Requestors are responsible for ensuring that every request is linked to an investigation as defined in 2.01 and that the information submitted with each request is accurate.
- 7.03 Due to the personal, private nature of the information available through DMV Photo, the LEA is responsible for establishing intra-agency protocols that optimally safeguard all information submitted to, and received from, DMV Photo.
- 7.04 The Requestor must provide the following information via eJusticeNY in order to obtain a photo image:
 - 7.04.1 the LEA specific case number (if applicable);
 - 7.04.2 the full name and client ID number of a person whose image is being retrieve);
 - 7.04.3 the reason code; and,
 - 7.04.4 the contents, if any, of the optional comments field.
- 7.05 By completing the eJusticeNY DMV Photo request screen, the Requestor certifies that the subject of interest has a driver's license, learner's permit or non-driver identification card issued by DMV, that the subject of interest is linked to an investigation as defined in section 2.01 and acknowledges that access to a DMV Photo image for an impermissible purpose (defined within Section 11, below) may subject the Requestor to administrative discipline and/or criminal prosecution.

8.0 SUBMISSIONS VIA *eJusticeNY*

8.01 Each Requestor must be an authorized user of *eJusticeNY* in order to access the DMV Photo System suite. To register with *eJusticeNY*, the LEA's *eJusticeNY* Terminal Access Coordinator (TAC) must request users through the IJ Portal Feedback (Provisioning) feature.

8.02 To obtain a DMV photo image using DMV Photo, the Requestor must submit the following information:

- 8.02.1 the LEA specific case number (if applicable);
- 8.02.2 the full name and client ID number of a person whose image is being retrieve);
- 8.02.3 the reason code; and,
- 8.02.4 the contents, if any, of the optional comments field.

8.03 Permissible reasons ("reason code") for requesting a DMV photo image are:

- 8.03.1 **Criminal Investigation** – defined as: an active investigation of a crime, or suspected criminal activity, occurring within the LEA's jurisdiction;
- 8.03.2 **Warrant Investigation** – defined as: subject of interest is wanted pursuant to a sworn arrest warrant;
- 8.03.3 **Witness Investigation** – defined as: subject of interest is a witness to a crime or suspected criminal activity occurring within the LEA's jurisdiction and his/her whereabouts are unknown; or
- 8.03.4 **Missing Person Investigation** – defined as: subject of interest is missing due to a crime or suspected criminal activity occurring within the LEA's jurisdiction.
- 8.03.5 **Vehicle Stop** – defined as: subject of interest is a driver not in possession of his/her driver license, or a driver whose driver license appears fraudulent.

9.0 PERMISSIBLE USES OF DMV PHOTO IMAGES

9.01 Photo images obtained from DMV Photo can be used for investigative purposes only, including but not limited to:

- 9.01.1 use in a law enforcement photo array when the subject of interest is a suspect in an active/open investigation;
- 9.01.2 use in a wanted poster when the subject of the request is wanted pursuant to a sworn arrest warrant;
- 9.01.3 use in a missing persons poster; or,
- 9.01.4 use in a press release when the subject of the request is wanted pursuant to a sworn arrest warrant or is a missing person.

10.0 IMPERMISSIBLE USES OF DMV PHOTO IMAGES

- 10.01 Accessing and/or releasing a DMV Photo image for an impermissible purpose may subject the requestor and/or the individual responsible for its unauthorized release to administrative discipline and/or criminal prosecution.
- 10.02 Photo images **SHALL NOT** be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.
- 10.03 Photo images obtained from DMV Photo **SHALL NOT** be saved in a database or stored in any manner for secondary or subsequent use unrelated to the original active investigation.
- 10.04 Photo images obtained from DMV Photo **SHALL NOT** be used as fillers in a photo or video array.
- 10.05 Photo images obtained from DMV Photo **SHALL NOT** be used in more than one investigation. If an individual has been the subject of a previous request to DMV Photo by the LEA, a new request must be submitted and properly documented prior to making a subsequent request for the image.
- 10.06 As stated above, DMV Photo images are for investigative purposes only. It is **NOT** permissible to use DMV Photo for any other purpose, including:
 - 10.05.1 personal use;
 - 10.05.2 sale, publication or disclosure for commercial purposes; or,
 - 10.05.3 release to the public, unless the release occurs as part of an official law enforcement investigation and the subject of interest is wanted pursuant to a sworn arrest warrant or is a missing person.

11.0 OUT-OF-STATE REQUESTS

- 11.1 It is not permissible for a Requestor to request a DMV Photo image on behalf of another LEA, including out-of-state agencies.
- 11.2 All inquiries for a DMV Photo image made to a participating LEA by an out-of-state agency must be denied and the out-of-state agency directed to submit their request to the New York State Intelligence Center (NYSIC) at (518) 786-2100 or 866-48-NYSIC (866-486-9742), or via email to CIU@nysic.ny.gov.
- 11.3 Upon receipt of a request for a DMV Photo image by an out-of-state agency, NYSIC must validate that the requesting agency is a law enforcement agency, confirm that the request relates to a subject of interest as defined within section

2.01 above, and advise the out-of-state agency that they must comply fully with the terms of the Driver's Privacy Protection Act of 1994 ("DPPA") (18 USC §2721 et seq.), the Information Security Breach and Notification Act ("ISBNA") (General Business Law §899-aa and State Technology Law §208) and all other applicable laws and regulations respecting access to and use of motor vehicle records.

- 11.4 NYSIC will record the following information when submitting a request for a DMV Photo image via eJustice on behalf of an out-of-state agency:
 - 11.04.1 Title, address and phone number of the out-of-state agency
 - 11.04.2 Name, rank and phone number of out-of-state requestor;
 - 11.04.3 the LEA specific case number and the purpose of the request;
 - 11.04.4 the date and time of request; and,
 - 11.04.5 the name and client identification number of the person whose image was requested.
- 11.5 NYSIC personnel processing a request to obtain a DMV photo on behalf of an out-of-state Requestor must use the "Out-of-State" reason code when submitting the request via eJustice.
- 11.6 Pursuant to DPPA, NYSIC must keep for a period of 5 years the information described in section 11.4 above for each out-of-state request.

12.0 SECURITY/AUDIT

- 12.01 To ensure that DMV Photo will be used for investigative purposes only, an electronic audit log of each request submitted by individual Requestors will be maintained by DCJS.
- 12.02 The DMV Photo audit log will capture the following information for every submission:
 - 12.02.1 Name and ORI number of the LEA
 - 12.02.2 eJusticeNY user ID;
 - 12.02.3 the LEA specific case number (if applicable);
 - 12.02.4 the date and time of request;
 - 12.02.5 the reason code for the request;
 - 12.02.6 the name and client identification number of the person whose image was requested
 - 12.02.7 the DMV transaction number, date and time, disposition code and/or error message; and
 - 12.02.8 the contents, if any, of the optional comments field
- 12.03 A DMV Photo audit log, specific to each LEA, will be available on *eJusticeNY*. To access the audit log, the individual designated by the LEA to internally audit use of DMV Photo must access the "Agency Administration" suite on *eJusticeNY*,

click "Audit Log" and select "DMV Photo Audit Request Log". The LEA shall use the audit log to regularly review submissions to DMV Photo to ensure that requests for photo images are made pursuant to section 8.03 above.

- 12.04 Remote audits of DMV Photo usage by the LEA will be conducted to identify potential misuse of the system. Should the remote audit reveal possible misuse, an on-site audit of the LEA will then be performed.
- 12.05 Regular on-site audits of DMV Photo usage will be performed every three years by DCJS in conjunction with their routine audits of eJusticeNY use. Site audits, which may or may not be announced, will require the LEA to make available to DCJS auditors all available records corresponding to every request submitted to DMV Photo during the previous five years.

13.0 CONCLUSION

- 13.01 Use of a photo image from DMV Photo in violation of the terms and conditions set forth in this Policies and Procedures Manual, the DPPA and any other applicable laws or regulations respecting access and use of motor vehicle records may result in the disqualification of the LEA or Requestor from future participation in DMV Photo.

Agency Executive Officer or Chief (Title/Name)

Signature

Date

List Additional ORI's:

user agreement.pdf



**Appendix A
NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES
STANDARD SECURITY CLAUSES
FOR SHARING DATA WITH AGENCIES OF
THE STATE OF NEW YORK**

(Revised 2/14/12)

The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.

All data to which the recipient NYS State Agency ("Recipient") will be provided access by DMV is proprietary to DMV. Such data shall hereinafter be referred to as "DMV data". Recipient will safeguard all DMV data and resources to which it is granted access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under NYS Cyber-Security Policy P03-002-V3.4, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose for which it is provided hereunder, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient's possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
 - provided by DMV which is marked Confidential";
 - defined as "Personal, Private and Sensitive Information" (PPSI);
 - not expressly granted for public disclosure or dissemination;
 - protected by law from disclosure or dissemination;
 - concerning DMV's infrastructure;
 - pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.
5. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.

Appendix B

DMV PHOTO SYSTEM USER AGREEMENT

~~Todd M. Hadd, Sheriff~~
Madison County Sheriff's Office
138 North Court St., PO Box 16
~~Wampsville, New York 13163~~
(hereinafter referred to as The Participating Agency)
315-366-2318 - Office

NY0260000

Main ORI

(add additional ORI's at end of agreement)

understands and agrees to comply with all rules and policies established by the New York State Department of Motor Vehicles (DMV) and the New York State Division of Criminal Justice Services (DCJS) concerning the use of DMV Photo System as set forth in the DMV Photo System Policies and Procedures Manual (as recited below).

The Participating Agency agrees to:

comply fully with the terms of the Driver's Privacy Protection Act of 1994 ("DPPA") (18 USC §2721 et seq.), the Information Security Breach and Notification Act ("ISBNA") (General Business Law §899-aa and State Technology Law §208), and all other applicable laws and regulations respecting access to and use of motor vehicle records as stated in the DMV Photo System Policies and Procedures Manual and that it will continue to take all necessary action to insure compliance with said laws and regulations.

It is understood by the Participating Agency:

that the unauthorized acquisition of a DMV Photo image may require that notification of the unauthorized acquisition be given to the subject of interest pursuant to the ISBNA.

It is understood by the Participating Agency:

that remote audits of DMV Photo usage will be conducted by DCJS and that Periodic site audits (announced/unannounced) of DMV Photo System usage may be performed by DCJS in conjunction with their triennial audits eJusticeNY usage.

It is understood by the Participating Agency:

that a violation of the rules, policies, practices and procedures set forth in the DMV Photo System Policies and Procedures Manual may result in the immediate or delayed suspension or removal from participation in the DMV Photo System, as deemed appropriate by DMV and DCJS.

apply for access, however, all such applications must be approved by DCJS and DMV.

4.0 SYSTEM SUPPORT SERVICES

- 4.01 All questions concerning access, connectivity or system maintenance shall be submitted to the NYS OITS Help Desk at 1-844-891-1786.

5.0 APPLICATION

- 5.01 To apply for access to DMV Photo, the agency Executive Officer or Chief must complete and submit the following forms:

- 5.01.1 "Application for DMV Photo Access"; and,
- 5.01.2 "DMV Photo User Agreement",

- 5.02 Electronic versions of these forms, plus the DMV Photo System Policies and Procedures Manual, are available on *eJusticeNY* within the Law Enforcement Services suite – access "Overview" and click tab for "DMV Photo Resources".

5.03 All forms must be submitted electronically as an attachment through the IJ Portal Feedback (Provisioning) function.

- 5.04 Agency eligibility to participate in DMV Photo will be based on procedures to be jointly established by the commissioners of DMV and DCJS.

- 5.05 A written notification of approval to access DMV Photo will be e-mailed back to the agency Executive Officer or Chief within 15 days.

6.0 USER AGREEMENT

- 6.01 By signing the DMV Photo User Agreement, the agency Executive Officer or Chief agrees that the LEA will abide by the terms and conditions governing the use of DMV Photo and that it will comply fully with the terms of the DPPA, the ISBNA, and all other applicable laws and regulations respecting access to and use of motor vehicle records and that it will continue to take all necessary action to insure compliance with said laws and regulations.

- 6.02 By signing the DMV Photo User Agreement, the agency Executive Officer or Chief understands that the unauthorized acquisition of a DMV Photo image may require that notification of the unauthorized acquisition be given to the subject of interest pursuant to the ISBNA.

- 6.03 Users shall not (i) use DMV records or information for civil immigration purposes or (ii) disclose such records or information to any agency that

10.0 IMPERMISSIBLE USES OF DMV PHOTO IMAGES

- 10.01 Accessing and/or releasing a DMV Photo image for an impermissible purpose may subject the requestor and/or the individual responsible for its unauthorized release to administrative discipline and/or criminal prosecution.
- 10.02 Photo images **SHALL NOT** be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.
- 10.03 Photo images obtained from DMV Photo **SHALL NOT** be saved in a database or stored in any manner for secondary or subsequent use unrelated to the original active investigation.
- 10.04 Photo images obtained from DMV Photo **SHALL NOT** be used as fillers in a photo or video array.
- 10.05 Photo images obtained from DMV Photo **SHALL NOT** be used in more than one investigation. If an individual has been the subject of a previous request to DMV Photo by the LEA, a new request must be submitted and properly documented prior to making a subsequent request for the image.
- 10.06 As stated above, DMV Photo images are for investigative purposes only. It is **NOT** permissible to use DMV Photo for any other purpose, including:
 - 10.05.1 personal use;
 - 10.05.2 sale, publication or disclosure for commercial purposes; or,
 - 10.05.3 release to the public, unless the release occurs as part of an official law enforcement investigation and the subject of interest is wanted pursuant to a sworn arrest warrant or is a missing person.

11.0 OUT-OF-STATE REQUESTS

- 11.1 It is not permissible for a Requestor to request a DMV Photo image on behalf of another LEA, including out-of-state agencies.
- 11.2 All inquiries for a DMV Photo image made to a participating LEA by an out-of-state agency must be denied and the out-of-state agency directed to submit their request to the New York State Intelligence Center (NYSIC) at (518) 786-2100 or 866-48-NYSIC (866-486-9742), or via email to CIU@nysic.ny.gov.
- 11.3 Upon receipt of a request for a DMV Photo image by an out-of-state agency, NYSIC must validate that the requesting agency is a law enforcement agency, confirm that the request relates to a subject of interest as defined within section

2.01 above, and advise the out-of-state agency that they must comply fully with the terms of the Driver's Privacy Protection Act of 1994 ("DPPA") (18 USC §2721 et seq.), the Information Security Breach and Notification Act ("ISBNA") (General Business Law §899-aa and State Technology Law §208) and all other applicable laws and regulations respecting access to and use of motor vehicle records.

- 11.4 NYSIC will record the following information when submitting a request for a DMV Photo image via eJustice on behalf of an out-of-state agency:
 - 11.04.1 Title, address and phone number of the out-of-state agency
 - 11.04.2 Name, rank and phone number of out-of-state requestor;
 - 11.04.3 the LEA specific case number and the purpose of the request;
 - 11.04.4 the date and time of request; and,
 - 11.04.5 the name and client identification number of the person whose image was requested.
- 11.5 NYSIC personnel processing a request to obtain a DMV photo on behalf of an out-of-state Requestor must use the "Out-of-State" reason code when submitting the request via eJustice.
- 11.6 Pursuant to DPPA, NYSIC must keep for a period of 5 years the information described in section 11.4 above for each out-of-state request.

12.0 SECURITY/AUDIT

- 12.01 To ensure that DMV Photo will be used for investigative purposes only, an electronic audit log of each request submitted by individual Requestors will be maintained by DCJS.
- 12.02 The DMV Photo audit log will capture the following information for every submission:
 - 12.02.1 Name and ORI number of the LEA
 - 12.02.2 eJusticeNY user ID;
 - 12.02.3 the LEA specific case number (if applicable);
 - 12.02.4 the date and time of request;
 - 12.02.5 the reason code for the request;
 - 12.02.6 the name and client identification number of the person whose image was requested
 - 12.02.7 the DMV transaction number, date and time, disposition code and/or error message; and
 - 12.02.8 the contents, if any, of the optional comments field
- 12.03 A DMV Photo audit log, specific to each LEA, will be available on *eJusticeNY*. To access the audit log, the individual designated by the LEA to internally audit use of DMV Photo must access the "Agency Administration" suite on *eJusticeNY*,

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: EXCESSING OF SCHOOL BUSES
DATE: AUGUST 17, 2021

BE IT RESOLVED, the Board of Education approves the excessing of the following buses as submitted.

2014 4DRBUSKN2EB781547
2014 4DRBUSKN0EB781546
2014 4DRBUSKN1EB311655
2014 4DRBUSKNXE311654

RECOMMENDED ACTION

Motion to approve the excessing of the buses as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: NYSPHSAA SECTION III COMBINING CONTRACT: ICE HOCKEY
DATE: AUGUST 17, 2021

BE IT RESOLVED, the Board of Education approves the NYSPHSAA Section III Combining Contract between the Oneida City School District and Notre Dame Jr./Sr. High School for MVHS Ice Hockey as submitted.

RECOMMENDED ACTION

Motion to approve the NYSPHSAA Section III Combining Contract as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

**NYS
PHSAA**
Section III

Combining Contract

The _____ School District will combine with
the Notre Dame Jr./Sr. HS School District (Host) based on
the approval of each school's Board of Education to compete in the sport/gender of:

MVHS - Ice Hockey

for the following level(s)
(please circle appropriate level(s))

Varsity JV Freshmen Modified

This document confirms the combination of the above two schools for athletic
competition in the stated sport for the following school year: 2021-2022
Date that this proposed combination was approved by your league: _____

_____ Superintendent	_____ School	_____ Date
<i>[Signature]</i>	<u>ND Jr/Sr HS</u>	<u>7/14/2021</u>
* _____ Superintendent (Host)	_____ School	_____ Date

Please Note:

- **This contract must be completed before any competition begins for the season.**
- **The Host School is responsible for gathering the required signatures and sending copies to the merged school, league president and sport coordinator. The completed packet is then submitted to the Section Office for approval.**

C: Sports Coordinator
 Section III Office
 League President

FOR OFFICE USE ONLY

Received _____
Executive Committee Approval _____
NYS PHSAA notified _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: DESIGNATION OF LEAD EVALUATOR
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the designation of Megan Rose and Bert Conklin as LEAD evaluators for the 2021-2022 school year as submitted.

RECOMMENDED ACTION

Motion to approve the designation of Megan Rose and Bert Conklin as LEAD evaluators as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: DESIGNATION OF DASA COORDINATOR
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the designation of Megan Rose as a DASA Coordinator for the 2021-2022 school year as submitted.

RECOMMENDED ACTION

Motion to approve the designation of Megan Rose as a DASA Coordinator as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: RESCINDING AND ESTABLISHMENT OF PETTY CASH ACCOUNTS
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the rescinding of a petty cash account previously approved at the July 1, 2021 Organizational Meeting in the name of:

Brian Gallagher, Principal, Durhamville Elementary School;

ADDITIONALLY, recommending approval of the establishment of petty cash accounts for the 2021-2022 school year as submitted. Accounts not to exceed \$100, should they so desire an account, established in the names of:

Brian Gallagher, Principal, Oneida High School;
Megan Rose, Principal, Durhamville Elementary School;

RECOMMENDED ACTION

Motion to approve the rescinding and establishment of petty cash accounts as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: SCHOOL RESOURCE OFFICER EMPLOYMENT AGREEMENT
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the appointment and Employment Agreement for Matthew Ware as the School Resource Officer for the 2021-2022 school year as submitted.

RECOMMENDED ACTION

Motion to approve the appointment and Employment Agreement for Matthew Ware, School Resource Officer as submitted.

MOTION MADE BY _____

SECONDED BY _____

A___ N___

EMPLOYMENT AGREEMENT - SCHOOL RESOURCE OFFICER

It is hereby agreed by and between the Board of Education of the **Oneida City School District**, with offices located at 565 Sayles Street, Oneida, NY 13421 (hereinafter referred to as the "**School District**") and **Matthew Ware** residing at 8189 Trolleys End, Cicero, NY 13039 (hereinafter referred to as the "**SRO**" or "**Mr. Ware**") that said School District, in accordance with its action found in the minutes of the meeting held on the 17th day of August, 2021, does hereby reappoint and employ Mr. Ware as School Resource Officer with the following conditions outlined below becoming part of this Agreement.

1. Duties and Responsibilities.

Mr. Ware accepts the above appointment as the School District's School Resource Officer, and shall perform the following duties:

- a. Work 40 hours per week, exclusive of a duty free lunch period, during the Term. Mr. Ware's work schedule and the specific hours during which he is to report will be established by the School District's Superintendent.
- b. Report directly to the Superintendent or the Superintendent's designee.
- c. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
- d. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
- e. Under the supervision of the Superintendent or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and complete the appropriate documentation for such investigations.
- f. Report all violations of law, school rules, regulations or policies to school administration.
- g. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
- h. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.
- i. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
- j. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
- k. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and

procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, sale of illegal drugs, etc.

- l. Legally seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
- m. Educate potential school-age victims in crime prevention and safety.
- n. Develop or expand crime prevention efforts for students.
- o. All of the obligations under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

2. Term.

- a. This Agreement will be effective as of September 1, 2021 through June 30, 2022 (the "Term"). The parties further agree that this Agreement may be extended for an additional time period based upon mutual, written agreement of the parties.
- b. Mr. Ware will be released from his obligation to complete the term of employment provided by this Agreement by submitting a written resignation to the School District at least sixty (60) days prior to his leaving. The School District may terminate this Agreement and the employment of Mr. Ware at any time during the term of the Agreement consistent with the provisions of applicable federal, state, or local law.

3. Compensation.

During the Term, Mr. Ware will be compensated at a rate of Fifty-Six Thousand Eight Hundred Twenty-Two Dollars (\$56,822) less applicable withholdings and deductions.

Mr. Ware's wages shall be paid in equal installments in accordance with the policy of the Board governing payments of other non-instructional staff members in the School District. Mr. Ware will not be eligible for any additional compensation or benefits from the School District during his employment.

4. Leave.

- a. Personal Leave: The SRO each year shall be allowed three (3) days of personal leave without loss of salary, for personal business that cannot reasonably be conducted other than during the school day. Upon separation from employment, there shall be no payment for unused personal leave.
- b. Sick Leave: During the term of this Agreement, on July 1st of each year he will receive twelve (12) earned paid sick days. Sick time shall be cumulative. If requested by the Superintendent, the SRO may be required to file a medical report for three or more consecutive claimed sick leave days. The SRO may utilize up to ten (10) days of his sick leave each year for illness in the immediate family. The immediate family shall be identified as spouse, parent, guardian, sister, brother and

children. Upon separation from employment, there shall be no payment for unused sick leave.

- c. **Bereavement Leave:** The SRO may be granted up to ten (10) days leave per death in the immediate family or death of the SRO's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

5. **Authorization to Carry Firearm.** The School District and Mr. Ware agree that Mr. Ware has been authorized by the School District's Board of Education to carry a firearm on School District property for use in connection with his powers and duties under this Agreement as follows:

- a. Mr. Ware shall be authorized to carry a firearm on school grounds for use in connection with his powers and duties under this Agreement.
- b. Nothing contained in this Agreement shall be construed to authorize Mr. Ware to possess any firearm on School District property if he is not otherwise properly licensed to possess and carry that firearm, or to authorize Mr. Ware to possess any firearm on School District property in violation of any Federal, State, or local law, rule, or regulation.

6. **Credentials.** Mr. Ware shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. Mr. Ware shall possess all necessary licenses and permits required to carry a firearm pursuant to Section 4 of this Agreement.

7. **Fingerprinting and Criminal Clearance.** The School District shall submit Mr. Ware's fingerprints to the New York State Education Department ("SED") to facilitate a criminal background check and criminal clearance review process by the SED, unless an authorized representative of the SED informs the School District, in writing, that the need for criminal clearance by SED is obviated for any reason. Mr. Ware shall not have direct contact with the School District's students until criminal clearance is obtained from SED, or waived by SED, except as explicitly authorized by law.

8. **Indemnification.** To the extent required by Section 3811 of the Education Law, the Board will defend and indemnify the SRO from claims arising out of the performance of his duties within the scope of his employment. Such defense and indemnification is subject to the SRO complying with all legal requirements for receiving same. If there is a conflict of interest between the Board and the SRO regarding the matter, separate counsel will be appointed to represent the SRO.

9. **Confidentiality and Disclosure of Records.**

- a. **Confidentiality.** The parties agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. **Records Disclosure.** The SRO agrees to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State

Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Incorporated hereto by reference and made a part of this Agreement are the terms required by New York State Education Law Section 2-D concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.

9. **Binding Effect.** This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
10. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.
11. **Assignment.** This Agreement may not be assigned by either party.
12. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.
13. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
14. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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

MATTHEW WARE

ONEIDA CITY SCHOOL DISTRICT

Matthew Ware

Matthew T. Carpenter
Superintendent of Schools

Date: _____

Date: _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: RESOLUTION TO DISCONTINUE INTERIM SERVICES
DATE: AUGUST 17, 2021

BE IT RESOLVED, to approve to discontinue the services of Mr. John Wells, Interim Athletic Director/Assistant Principal, effective August 31, 2021 due to the hiring of Mr. Bert Conklin, the permanent Director of Athletics and Physical Education/Assistant Principal effective September 1, 2021 as submitted.

RECOMMENDED ACTION

Motion to approve discontinuing the services of the Interim Athletic Director/Assistant Principal Mr. John Wells as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: AGREEMENT – CENTRAL NEW YORK HEALTH HOME NETWORK, INC.
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Agreement between Central New York Health Home Network, Inc. and the Oneida City School District as submitted.

RECOMMENDED ACTION

Motion to approve the Agreement between the OCSD and the Central New York Health Home Network, Inc. as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

AGREEMENT BETWEEN
CENTRAL NEW YORK HEALTH HOME NETWORK, INC.
And the
ONEIDA CITY SCHOOL DISTRICT

The parties to this Agreement are Central New Health Home Network, Inc. (herein referred to as CNYHHN), a not for profit corporation under the laws of the State of New York, with its principal offices located 268 Genesee St, Suite 202, Utica, NY 13502, hereinafter referred to as CNYHHN and the Oneida City School District with its principal offices located at 565 Sayles St. , Oneida NY 13421 hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

The District wishes to secure the services of Central New York Health Home Network to administer the Connected Community Schools Initiative. The program coordinates and maximizes public, non-profit and private resources to deliver critical services to students and their families using the school building as the delivery site with the goal of creating improved student learning, stronger families, and healthier communities. The Connected Community Schools model supports partnerships between local school districts and community resources in order to achieve collective impact.

CNYHHN will serve as the primary coordinating agency for the Connected Community Schools Initiative and intends to subcontract with Rome Alliance for Education, Ltd. to deliver an array of programming and services. CNYHHN and its subcontracted partner, Rome Alliance for Education Ltd. possess the skills and expertise to provide such services to the component districts. Therefore, in consideration of the mutual promises made herein, CNYHHN and the Oneida City School District have entered into this Agreement.

CNYHHN, Inc. agrees to provide the following:

- Hiring and Training of staff for the Site Coordinator and Program Manager positions
- Executive Leadership to include 1 FTE Senior Administrative and 1 FTE Operations Manager position
- 1 FTE Administrative Support position
- Human Resource benefits and services to the Connected Community School staff
- Fiscal oversight of all Component School District and BOCES contracts and monthly financial statements
- Information and Technology support and security services
- Grant Writing Assistance

CNYHHN will subcontract with Rome Alliance for Education to provide the following:

- Management of the day to day operations of the Community School Resource Hubs and ongoing coordination with contracted vendors such as CNY Food Bank, Walmart, Hannaford, Compassion Coalition etc.
- Leasing and Utilities for office space for all Connected Community Schools staff
- Furniture and small office equipment purchase and maintenance (copier, scanners, etc)
- Coordination of Social Media and Marketing efforts
- Management of the Connected Community Schools Initiative and Advisory Board
- Program Evaluation, Data Collection and Production of monthly and annual reports for the component school district partners and the BOCES using the Google Workspace Platform
- Serve as the primary liaison to education trade union partnerships such as the American Federation of Teachers (AFT) and New York State United Teachers (NYSUT) that will assist the partnership with publicity and expansion opportunities.
- Other program coordination tasks as mutually agreed upon by both parties.

District Responsibilities:

- Work collaboratively with Connected Community Schools to conduct ongoing district needs assessment and coordinate program evaluation activities between the district and community providers to monitor goals and outcomes
- Provide physical space on site for the Connected Community School staff office and an area for the location of the Community Resource Hub(s)
- Designate school district staff to serve as liaison(s) between the Connected Community Schools Initiative and the district to:
 - Assist with the development and implementation of district wide LINK Committee, Site Committee and Community Resource Hubs.
 - Attend all planning meetings held between Connected Community School administrative team and the district.
 - Assist with the coordination of school staff development and training

- Attend the Connected Community School Advisory Board comprised of school and community stakeholders. This board will analyze program evaluation data and outcomes and identify service needs and gaps that will guide the development of new programs and services to address the needs of students and their families.

Confidentiality of Student Records.

- a. District will permit sharing of student records, medical and other records and information about program participants with CNYHHN staff to the maximum extent allowed and in the manner specified by law for the limited purpose of effectuating the provision of services under this Agreement.
- b. CNYHHN acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, and the addendum to this Agreement, regarding such confidentiality. In particular, Center acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-- disclosure requirements of FERPA.
- c. Confidentiality. CNYHHN and the District Agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- d. Records Disclosure. CNYHHN and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.
- e. HIV-Related Information.
- f. Non Discrimination. CNYHHN shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Center, and any member of the Center's staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
- g. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

- h. *"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*
- i. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Center shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- j. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Addendum ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- k. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the District. From time to time, CNYHHN staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

Requirements of New York State Education Law Section 2-d

The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and (j)). The disclosure and use of PII shall comply with the Data-Sharing Addendum attached to, and made a part of, this Agreement.

1. Resolution of issues/Termination.

In case of deficiencies of service or other programmatic issues, the District will first develop an Action Plan in concert with CNYHHN to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

2. COMPENSATION.

School District Rate Structure Methodology:

- The total number of FTE staff for the Oneida City School District is **3 FTE Site Coordinators, .5 FTE Program Manager** which will be staff dedicated to the school district so that they can become part of the school district culture. This number is

determined by the number of buildings served, the total student census in each building and the specific CCS programming that aligns with the strategic plan and needs assessment for each school district.

- Additional support staff from the CCS team will be utilized when necessary to implement specific programming.
- Package pricing also includes close Executive Leadership oversight from the senior administration team.
- All tiered services listed in the services menu are included. A full-service community school operating to fidelity requires a multi-tiered approach to intervention.

Your total cost for the 2021 - 2022 school year is \$300,000 for district wide programming. This cost also includes summer programming.

Services performed under this agreement shall be invoiced on a monthly basis into 10 equal installments of \$30,000. The District agrees to promptly provide payment for all services within thirty (30) days of invoice receipt.

Payment shall be remitted to:

Holly Crandall
AVP of Finance, UCP
125 Business Park Drive
Utica, NY 13502

Holly.Crandall@upstatecp.org

3. INSURANCE.

CNYHHN shall maintain at its own cost professional and general liability insurance for all employees, officers and representatives providing services under this Agreement. Certificates of such insurance shall be furnished by CNYHHN to the District upon request. Failure to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

4. INDEMNIFICATION.

- a. The District shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless CNYHHN, it's officers, employees agents and representatives from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the District, its agents, employees, partners or subcontractors,

without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent or intentional action or failure to act of CNYHHN. Nothing in this Agreement shall require the District to hold harmless or defend CNYHHN from any claims arising from the negligent or willful misconduct of CNYHHN or its employees, agents, or subcontractors.

- b. CNYHHN shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the District its officers, employees agents and representatives from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by CNYHHN, its agents, employees, partners or subcontractors, without limitation; provided, however, that CNYHHN shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent or intentional action or failure to act of the District. Nothing in this Agreement shall require CNYHHN to hold harmless or defend the District from any claims arising from negligent or willful misconduct of the District or its employees.

5. No Special Duty.

Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District.

6. Notice.

All notices to CNYHHN should be sent to:

Attention: Jane Vail
Executive Director
CNYHHN
268 Genesee Street, Suite 202
Utica NY, 13502

All notices to the District should be sent to:

Matt Carpenter, Superintendent
Oneida City School District
565 Sayles Street
Oneida, NY 13421

7. Terms and Expiration.

The Parties agree that this Agreement will commence upon on July 1, 2021 and expire on June 30, 2022, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

8. Advice of Counsel.

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

9. Assignment

No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal

action shall be filed in a court of competent jurisdiction in Oneida County, New York.

11. Severability.

In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

12. Entire Agreement.

The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in this agreement

IN WITNESS WHEREOF, CNYHHN and the BOCES have caused this Agreement to be executed as of the date below.

For CNYHHN:

Executive Director

Date:

For Oneida City School District:

Matthew T. Carpenter, Superintendent

Date:

**ADDENDUM: Student Information and
Compliance with Education Law
Section 2-d**

This Addendum is part of an Agreement (the underlying agreement) between CNYHHN and the District for CNYHHN to provide certain professional services. In order for CNYHHN to provide the professional services, it is necessary for the District to share certain student personally identifiable information with CNYHHN and its employees, agents, or subcontractors. The Parties acknowledge that the use and disclosure of that student personally identifiable information is governed by Section 2-d of the New York State Education Law, and that CNYHHN is a "third party contractor" as that term is used in Section 2-d and its implementing regulations. Therefore, the District and CNYHHN agree that the terms and conditions set forth in this Addendum shall govern CNYHHN receipt, custody, and use of Student Data, as defined herein, to insure compliance with Education Law Section 2-d and its implementing regulations.

1. Term

The term of this Addendum shall be the same as the underlying contract. CNYHHN's obligations to protect shared student information as described in this Addendum shall survive the termination of the underlying agreement and shall remain in force and effect for the record retention period defined in the underlying agreement.

2. Definitions of Terms Used in This Addendum

- a. "Student Data" means personally identifiable information from student records that CNYHHN receives or has access to from the District. "Personally Identifiable Information" ("PII"), as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.
- b. "Parent" means a parent, legal guardian, or person in parental relation to a student.
- c. "Student" means any person attending or seeking to enroll in an educational agency.
- d. "Eligible Student" means a student eighteen years or older.

3. Ownership of Personally Identifiable Information

CNYHHN acknowledges that the Student Data belongs to and is owned by the District and CNYHHN has no ownership interest in Student Data.

4. Additional Contractor Obligations

- a. Student Data received by CNYHHN or by any subcontractor or assignee

CNYHHN shall not be sold, used, or released for any commercial or marketing purposes, as that term is defined in the applicable Commissioner Regulations.

- b. CNYHHN shall maintain the confidentiality of the Student Data to which it has access (including access solely for the purpose of providing technical support), in accordance with state and federal law and the District's Parents Bill of Rights for Data Security and Privacy. A copy of District's Parents Bill of Rights is signed by the Parties and attached hereto and incorporated into this Addendum Agreement as Appendix A.
- c. CNYHHN agrees that any of its officers or employees, and any officers or employees of any subcontractor or assignee of CNYHHN who may be granted access to the Student Data, have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving the data or access to the data.
- d. CNYHHN will ensure that any subcontractors or assignees with whom it shares Student Data will abide by the data protection and security requirements of Section 2-d, by requiring them to execute written agreements which subject them to the terms of this Addendum.
- e. Student Data transferred to CNYHHN in an electronic format by the District will be stored in electronic format on systems maintained by or under the direct control of Center in a secure data center facility located within the continental United States. The measures that CNYHHN will take to protect the privacy and security of the shared data while it is stored in this manner shall be those associated with industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and shall align with the NIST Cybersecurity Framework, version 1.0.

5. Exclusive Purpose for Information Sharing

The exclusive purpose for which the District will provide CNYHHN with Student Data is to provide students with the professional services described in the underlying agreement. CNYHHN agrees to not use the Student Data for any other purposes.

6. Contractor Statutory Responsibilities

CNYHHN acknowledges that it has the following statutory obligations under Section 2-d with respect to Student Data, and agrees that failure to fulfill one or more of these statutory obligations shall be deemed a breach of the underlying contract:

- a. To limit internal access to education records and shared Student Data to those individuals that are determined to have legitimate educational interests within

the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, the individual needs access to the shared Student Data in order to fulfill his or her responsibilities in performing Center's obligations under the underlying contract.

- b. To not use education records or shared Student Data for any purposes other than those explicitly authorized in this Addendum.
- c. To not disclose any personally identifiable information to any other party who is not an authorized representative of CNYHHN using the information to carry out its obligations under the underlying contract, unless:
 - i. the parent or eligible student has provided prior written consent; or
 - ii. the disclosure is required by statute or court order, and notice of the disclosure is provided to the District and the participating component school districts no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- d. To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- e. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

7. Response to Unauthorized Releases of Protected Information

CNYHHN further acknowledges the following additional obligations under Section 2-d regarding breach and unauthorized release of Student Data, and agrees that failure to fulfill one or more of these additional statutory obligations shall be deemed a breach of the underlying contract:

- a. To notify the District of any breach of security resulting in an unauthorized release of Student Data by CNYHHN or its subcontractors or assignees in violation of applicable state or federal law, District's Parents Bill of Rights for Data Privacy and Security set forth in Appendix A of this Addendum, or obligations relating to data privacy and security contained within this Addendum, in the most expedient way possible and without unreasonable delay and no more than seven calendar days after the discovery of such breach.
- b. In the event that the District to which CNYHHN has provided services is required under Section 2-d to notify parent(s) or eligible student(s) of an unauthorized release of shared data by CNYHHN or its assignees or subcontractors, CNYHHN shall promptly reimburse the school district to which it has provided services for the full cost of such notification, without limitation by any provision of the underlying contract.

8. Disposition of Shared Student Information

Upon the expiration of the underlying agreement without a successor Agreement in place, CNYHHN shall retain all Student Data previously received in electronic format or paper for the record retention period defined in the underlying agreement, and all of CNYHHN obligations to maintain the security and privacy of that information shall remain in force and effect for that period of time. At the end of the record retention period, CNYHHN shall ensure that no copy, summary or extract of the shared data or any related work papers are retained on any storage medium whatsoever by CNYHHN, its subcontractors or assignees, or the aforementioned secure data center facilities.

9. In the event that a parent or eligible student wishes to challenge the accuracy of the data concerning that student or eligible student that was shared with CNYHHN and is maintained by or under the control of CNYHHN that challenge shall be processed through the procedures provided by the student's school district of residence for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).
10. To the extent that any term of the underlying contract conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.
11. Any revisions to this Addendum shall be by mutual written agreement of the Parties.

Notwithstanding the underlying, the Parties acknowledge that modifications to this Addendum may be necessary in the future to ensure compliance with Section 2-d, following the promulgation of applicable regulations, issuance of further guidance by the New York State Education Department, and adoption of the District's Policy on Data Security and Privacy subsequent to the Parties' execution of the underlying contract. The parties agree to act in good faith to take such additional steps as may be necessary at that time.

Appendix A

Parents Bill of Rights for Data Privacy and

Security [insert]

TO: MEMBERS, BOARD OF EDUCATION

FROM: MATTHEW T. CARPENTER

RE: 2021-2022 YEARLY DUTY RESCINDING AND APPOINTMENTS

DATE: AUGUST 17, 2021

BE IT RESOLVED, that the Board hereby appoints the following individuals to the yearly duty assignments listed for the 2021-2022 school year as attached upon the condition that such assignments are necessary and able to be completed, and only to the extent that yearly duties are required to be performed, pursuant to the District’s reopening plan and any executive orders issued by the State or County.

RECOMMENDED RESCINDING APPOINTMENTS

Building/Position	Staff
NB Lunch Duty	Shanna Delaney-Hasto
WP Lunch Duty	Lindsey George

RECOMMENDED APPOINTMENTS

Building/Position	Staff	Rate of Pay	BOE Date
NB Lunch Duty	Anthony D’Arcangelis	\$2808	August 17, 2021
OSMS Set Design	Jennifer Nellis	\$608	August 17, 2021
OSMS Art Director	Jennifer Nellis	\$608	August 17, 2021
DV Yearbook	Susan Hartley	\$474	August 17, 2021

RECOMMENDED ACTION

Motion to approve the 2021-2022 Yearly Duty Appointments as submitted.

MOTION MADE BY _____

SECONDED BY _____

A _____ N _____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: FORMAL AGREEMENT FOR THE USE OF TITLE I, PART D FUNDING
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Formal Agreement For the Use of Title I, Part D Funding between the Oneida City School District and Madison County Public Safety Building and Madison Oneida BOCES as submitted.

RECOMMENDED ACTION

Motion to approve the Formal Agreement for the Use of Title I, Part D Funding as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

FORMAL AGREEMENT

For the use of Title I, Part D Funding

Between

Oneida City School District

And

Madison County Public Safety Building

And Madison-Oneida BOCES

Whereas, the Oneida City School District ("District") is a public school district providing educational services to its residents pursuant to the Education Law of the State of New York; and

Whereas, the District receives Title I, Part D funding from the New York State Education Department (NYSED) to support collaboration among the **District and Madison County o.b.o the Madison County Public Safety Building and Madison-Oneida BOCES**; to provide high quality educational programs to delinquent children and youth that are equitable to those programs provided to public school students as required by the Elementary Secondary Education Act (ESEA); and

Whereas, the parties hereto wish to clarify the roles of each in a collaborative effort to efficiently serve youth within the care of both agencies;

Now, therefore, the parties acknowledge as follows:

1. The District will perform the following tasks:

- a. Act as the Local Educational Agency (LEA) for Title I Funding;
- b. Conduct meaningful and timely consultation to discuss the needs of the students at the facility and outline the educational program to facilitate the provision of a high quality education to prepare the children and youth enrolled at Madison County Public Safety Building for secondary school completion, vocational training, transitioning to higher education and/or employment;
- c. Contract with Madison-Oneida BOCES for the administration, supervision and delivery of the Title I educational program at Madison County Public Safety Building;
- d. Take title and retain administrative and fiscal control of all equipment and supplies purchased with Title I, Part D funds and arrange for Madison-Oneida BOCES and Madison County Public Safety Building to make use of such property in the furtherance of the Title I, Part D educational program, including:
 - i. Maintaining records of all expended and unexpended funds;
 - ii. Processing equipment and/or supply requisition requests;
 - iii. Maintaining a detailed inventory of all items purchased with Title I, Part D funds;
 - iv. Rendering timely payment of invoices;
 - v. Collecting any unused or obsolete equipment or supplies for disposal per LEA regulations;

- e. Perform quarterly evaluations of the Title I, Part D educational program to ensure compliance with State and Federal regulations, as well as, the agreement with the LEA, Facility and BOCES regarding the provision of Title I, Part D services. Submit evaluation results to the New York State Education Department and the Secretary of Education not less than once every 3 years.
- f. Provide information and data on participants, as required by program reporting;
 - i. Annual Child Count Data Collection Report
 - ii. Consolidated State Performance Report (CSPR)
 - iii. Desk Audit
 - iv. Consolidated Application-Module4

1) **The Madison County Public Safety Building will perform the following tasks:**

- a. Upon student entry, work with the students' family members, the LEA and **Madison-Oneida BOCES** to facilitate the sharing of appropriate academic records and plans among these groups;
- b. Assume responsibility for the security and safety of all participants in this educational programming, including incarcerated youth, instructors, officers, and any outside staff providing services;
- c. Present security and safety training to all **Madison-Oneida BOCES** staff and monitor programming daily;
- d. Provide on-site supervision of educational programming and **Madison-Oneida BOCES** staff in relation to safety and security;
- e. Provide access to appropriate classroom and instructional space for the safe delivery of the educational program;
- f. To the extent possible, use technology to assist in coordinating educational programs;
- g. Ensure at least 3 hours of academic instructional time is available for student participation;
- h. Provide inmate/student referrals to the educational programming and coordinate daily transferring of youth to programming;
- i. Provide information and data on participants, as required by program reporting;
 - i. Annual Child Count Data Collection Report
 - ii. Consolidated State Performance Report (CSPR)
 - iii. Desk Audit
 - iv. Consolidated Application-Module 4
- j. Communicate on a regular basis with the Madison-Oneida BOCES and the LEA, particularly with respect to students identified as in need of special education services or having an individualized educational program in order to facilitate educational programming and address issues and concerns.
- k. Where feasible, involve parents in efforts to improve the educational achievement of their

children and further involvement in delinquent activity;

- l. Where feasible, provide transition assistance to help students re-enter or stay in school, obtain a high school diploma or equivalent, or gain skills for employment, including the coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
- m. Consult with the District upon students' discharge to coordinate educational services so as to minimize disruption to the students' future academic achievement.

2) Madison-Oneida BOCES will perform the following tasks:

- a) Administer an educational program that facilitates a high quality education to prepare the children and youth enrolled at Madison County Public Safety Building for secondary school completion, vocational training, transitioning to higher education and/or employment;
- b) Communicate to the District a detailed description of the Title I, Part D educational programming, including, but not limited to:
 - i. Description of educational services being provided to students and purpose for said services, including:
 - a. A description of the assessment methods used to identify Title I students;
 - ii) A definition of acceptable annual progress;
 - iii) Standards used to measure progress
 - ii. Proposed list of equipment and/or supply purchases (where applicable) and how they correlate to the program;
 - iii. Assurance that all staff funded by Title I, Part D meet certification requirements and are supplementing (not supplanting) services that would, in the absence of Title I, Part D services, be provided to children and youth at Madison County Public Safety Building.
- c) Ensure the proper expenditure of Title I, Part D funds by:
 - i. Submitting invoices and requisition requests for equipment/supplies and services to the District in a timely manner, Include all backup documentation needed by the District for processing (i.e., equipment needed and justification of use, student listing, student schedule, etc. (as discussed during the annual consultation);
 - ii. Employ staff and submit timesheets for services rendered to the District monthly in a timely manner) for processing and payment (as discussed during the annual consultation);
 - iii. Providing all services and/or supplies funded by Title I, Part D that are secular, neutral and non-ideological;
 - iv. Labeling all equipment/supplies as Title I and property of the District, and requiring that said items are only used for Title I, Part D purposes;
 - v. Maintaining a detailed inventory of all items purchased with Title I, Part D funds;
 - vi. Returning all unused or obsolete equipment/supplies to the District for disposal per LEA regulations;
- d) Provide access to District staff for quarterly evaluations of the Title I, Part D educational programming compliance with State and Federal regulations, as well as the agreement with the LEA regarding the provision of Title I, Part D services.

- e) Conduct an annual evaluation of the Title I, Part D educational program and discuss finding with the LEA and County Jail to improve the Title I, Part D education program;
- f) Provide information and data on participants, as required by program reporting;
 - i. Annual Child Count Data Collection Report
 - ii. Consolidated State Performance Report (CSPR)
 - iii. Desk Audit
 - iv. Consolidated Application-Module4
- g) Provide proper record-keeping and documentation of student files and budget records.

3) The parties further acknowledge that each party will provide its services as required by law and that this Agreement is not meant to create any obligations that replace, diminish, augment, or supersede any party's legal obligations.

4) This annual Agreement is effective for the period July 1, 2020 through June 30, 2021.

5) Funding amount for the county jail will be determined by the NYSED annual posting of allocation funding, which is based on the Annual Child Count Data Collection Report.

6) The parties adopt this annual Formal Agreement by the signatures set forth below:

Oneida City School District

Madison-Oneida BOCES

 Matthew T. Carpenter
 Superintendent of Schools

 Scott A. Budelmann
 District Superintendent

 Date

 Date

Madison County Public Safety Building

 Todd Hood
 Madison County Sheriff

 Date

Oneida City School District

Matthew Flanagan

Superintendent, OCSD

7/27/2021

Date Signed

Madison County Public Safety Bldg

William M. Johnson

Madison County Sheriff

7-27-2021

Date Signed

Madison-Oneida BOCES

Debra A. R.

District Superintendent, MOBOCES

7/28/2021

Date Signed

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: REVISED EMPLOYEE PHYSICIAN CONTRACT
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the revised Employee Physician Contract between the Oneida City School District and Dr. Daniel M. Ratnarajah as submitted. The revision reflects that Dr. Ratnarajah is not part of the hospital.

RECOMMENDED ACTION

Motion to approve the revised Employee Physician Contract as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

Employee Physician Contract
Oneida City School District

In that the Oneida City School District, 565 Sayles Street, Oneida, New York 13421, requires the services of one or more competent physicians, duly licensed in the State of New York, we make the following agreement:

This Agreement is made between Dr. Daniel M. Ratnarajah (“Provider”), and the Oneida City School District (“District”) for Dr. Ratnarajah to provide services as Employee Physician for the 2021-2022 school year.

1. Services to include Employee Physicals as required (Bus Drivers).
2. All such examinations and tests shall be conducted in accordance with the applicable provisions of the Education Law of the State of New York, and the rules and regulations of the Commissioner of Education in New York State.
3. The Oneida City School District agrees to make payment for services rendered upon receipt of invoice at the rate of \$65.00 per physical for the 2021-2022 school year.
4. Provider shall not be considered an employee or agent of the District for any purpose, including, but not limited to, compensation, fringe benefits, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, while performing services pursuant to this Agreement.
5. This Agreement in no way establishes an agency relationship between the Provider and the District. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party. The Provider and the District each shall hold harmless and indemnify the other party and its agents, servants, employees, officers, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including attorneys’ fees in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, officers, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or omission on the part of the indemnifying party or its agents, servants, employees, officers, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim of indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses

subsequently incurred by the indemnified party in connection with the defense thereof. This paragraph shall survive any termination of this Agreement for any reason.

6. The Provider shall maintain at its own expense:
 - (i) a commercial general liability policy, including contractual liability coverage in amounts of 2 million dollars per occurrence, 2 million dollars aggregate, in occurrence coverage form, naming the District as an additional insured on a primary and non-contributory basis.
 - ~~(ii) workers compensation coverage on all representatives of the HOSPITAL providing services under this Agreement.~~
 - (iii) professional liability coverage for each individual providing services under this Agreement, in amounts of 1 million dollars per occurrence, 3 million dollars aggregate.
 - (iv) any other insurance legally required to protect its employees, agents, independent contractors, and representatives in the performance of their duties under this Agreement.

The Provider shall provide the District with certificates of insurance regarding all such coverage, which will provide for 30 days advance written notice to the District prior to any cancellation, non-renewal or material modification of coverage.

7. This Agreement shall run from July 1, 2021 through June 30, 2022 and may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other.
8. This is the entire Agreement. The terms of this Agreement supersede any oral representations previously made. There shall be no oral modifications of this Agreement, and any modification or amendment of the terms of the Agreement shall not be binding unless executed in writing by the parties hereto.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts of County of Madison in the State of New York.

Daniel M. Ratnarajah, M.D.
Employee Physician
Oneida Medical Associates
600 Seneca Street
Oneida, NY 13421

Matthew T. Carpenter
Superintendent of Schools
Oneida City School District
Oneida, NY 13421

Date

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: STUDENT PHYSICIAN CONTRACT, 2021-2022
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Student Physician Contract between the Oneida City School District and The Mary Imogene Bassett Hospital doing business as Bassett Medical Center for the 2021-2022 school year as submitted.

RECOMMENDED ACTION

Motion to approve the Student Physician Contract, 2021-2022 as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____



**AGREEMENT BETWEEN
THE MARY IMOGENE BASSETT HOSPITAL
AND
THE ONEIDA CITY SCHOOL DISTRICT**

This Agreement made as of 07/28/2021, by and between **The Mary Imogene Bassett Hospital doing business as Bassett Medical Center**, One Atwell Road, Cooperstown, New York 13326 and **The Oneida City School District**, 565 Sayles Street, Oneida NY 13421 (hereinafter, "SCHOOL DISTRICT") covers provision of medical services to be provided by **The Mary Imogene Bassett Hospital** (hereinafter, "HOSPITAL").

Terms of Agreement:

1. The SCHOOL DISTRICT, pursuant to Section 902 of the Education Law and 8 NYCRR Section 136.2 hereby contracts with the HOSPITAL to act as the District's Director of School Health Services for the 2021-2022 school year, and as renewed in writing between the parties from year to year. As such the HOSPITAL will provide to the SCHOOL DISTRICT services in accordance with law and regulation including, but not limited to consultation with all of the SCHOOL DISTRICT's medical staff; consultation and advisement on health issues; compliance with reporting requirements in the law and performance of physicals; more particularly as follows.
2. The HOSPITAL agrees to take medical histories and provide physical exams at the SCHOOL DISTRICT facilities for students and athletes enrolled in SCHOOL DISTRICT'S schools as requested by the SCHOOL DISTRICT, at a rate of Thirty Two Dollars (\$32.00) per student.
3. Physicals will be provided by appointment only and will be coordinated with the school personnel. Invoicing for physicals shall occur monthly and be submitted to the SCHOOL DISTRICT with the monthly consultative services fee below.
4. SCHOOL DISTRICT will agree to pay HOSPITAL flat annual fee of Five Thousand Two Hundred Dollars (\$5,200.00) for physician consultative services.
5. Upon submittal of billing monthly, SCHOOL DISTRICT will submit payment within thirty (30) days.
6. A designee from the HOSPITAL'S professional staff will attend Special Education committee meetings as requested in advance by the Special Education Chairperson.
7. HOSPITAL shall provide advice and consultant services to members of the school district administrative staff concerning matters which may impact health-related issues as required by NYS Education Department regulations and/or by request of the SCHOOL DISTRICT, as appropriate, on a timely basis:
 - i) Consultation with school staff, administration, school psychologist, parent and other health personnel as requested.
 - ii) Assistance with determinations regarding infectious disease policies/procedures, sanitary survey of buildings and determination of health hazards.

- iii) Provision of educational resources/training to school staff regarding health issues as requested.
 - iv) Joint effort to develop additional resources to benefit health services, health education and disease prevention for school-aged children in the community.
 - v) Review and sign orders for occupational, physical and speech therapy.
 - vi) Upon request by the SCHOOL DISTRICT, advise and consult with Athletic Placement Process (APP) and the SCHOOL DISTRICT's Concussion Management Team.
8. The HOSPITAL shall not sell or assign its interest in this Agreement without written permission of the SCHOOL DISTRICT.
9. This Agreement shall run from July 1, 2021 through June 30, 2022 and may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other.
10. Employees, officers and/or agents of the HOSPITAL shall not be considered employees or agents of the SCHOOL DISTRICT for any purpose, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, while performing services pursuant to this Agreement.
8. This Agreement in no way establishes an agency relationship between the HOSPITAL and the SCHOOL DISTRICT. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party. The HOSPITAL and the SCHOOL DISTRICT each shall hold harmless and indemnify the other party and its agents, servants, employees, officers, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including attorneys' fees in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, officers, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or omission on the part of the indemnifying party or its agents, servants, employees, officers, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim of indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. This paragraph shall survive any termination of this Agreement for any reason.
9. Insurance:
- A. The SCHOOL DISTRICT shall maintain comprehensive liability insurance coverage.
 - B. The HOSPITAL shall maintain at its own expense:
 - i) A commercial general liability policy, including contractual liability coverage in amounts of \$1 million dollars per occurrence, \$3 million dollars aggregate, in occurrence coverage form, naming the SCHOOL DISTRICT as an additional insured on a primary and non-contributory basis.

- ii) Workers-compensation coverage on all representatives of the HOSPITAL providing services under this Agreement.
 - iii) Professional liability coverage for each HOSPITAL employee providing services under this Agreement, in amounts of 1 million dollars per occurrence, 3 million dollars aggregate. In the event that the professional liability policy is a claims made policy, the HOSPITAL shall purchase a "tail" policy for a period of no less than five (5) years from the termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
 - iv) Any other insurance legally required to protect its employees, agents, independent contractors, and representatives in the performance of their duties under this Agreement.
 - v) All insurance policies shall be with an insurance company, membership in a reciprocal risk retention group or program of self-insurance or combination thereof reasonably acceptable to the SCHOOL DISTRICT.
 - vi) The HOSPITAL shall provide the SCHOOL DISTRICT with certificates of insurance regarding all such coverage, which will provide for 30 days advance written notice to the SCHOOL DISTRICT prior to any cancellation, non-renewal or material modification of coverage.
- C. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.
10. The HOSPITAL shall insure that its providers of service to the SCHOOL DISTRICT are not excluded individuals under the Medicare or Medicaid programs and, if any should become excluded, shall immediately notify the SCHOOL DISTRICT and provide any and all information required by the SCHOOL DISTRICT to prevent it from improperly billing the Medicaid or Medicare Programs.
 11. The services provided by the HOSPITAL shall comply with all federal, state and local statutes, rules and regulations, including, but not limited to, the requirements in the New York State Education Law for fingerprinting and criminal background checks of its employees working with the SCHOOL DISTRICT's students. Proof of such compliance shall be provided to the SCHOOL DISTRICT before any such employee performs services under this Agreement.
 12. The HOSPITAL, and its employees, will comply with all applicable state and federal laws, rules and regulations regarding student/patient privacy and data security, including, but not limited to, the applicable provisions of the Health Insurance Portability Act of 1996 ("HIPAA"), the federal Family Educational Rights and Privacy Act ("FERPA"), and New York State Education Law, Section 2-d. To the extent that the HOSPITAL is a third party contractor under New York State Education Law, Sections 2-c and 2-d, the HOSPITAL shall act in good faith in negotiating an addendum to this Agreement as is required pursuant to Section 2-d.
 13. This is the entire Agreement. The terms of this Agreement supersede any oral representations previously made. There shall be no oral modifications of this Agreement, and any modification or amendment of the terms of the Agreement shall not be binding unless executed in writing by the parties hereto.
 14. Notices given under this Agreement shall be sent by first class mail or hand delivery in the case of the HOSPITAL to the attention of its' President at One Atwell Road, Cooperstown, New York 13326 and in the case of the SCHOOL DISTRICT to the attention of its' Superintendent at The Oneida City School District, 565 Sayles Street, Oneida NY 13421.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts of County of Madison in the State of New York.

The parties' consent to this Agreement is indicated by their signatures below:

ONEIDA CITY SCHOOL DISTRICT

Mr. Matthew T. Carpenter
Superintendent of School
Oneida City School District

Date

Mr. James Maio
President, Board of Education
Oneida City School District

Date

Federal Tax ID: 15-6002657

**THE MARY IMOGENE BASSETT HOSPITAL
D/R/A BASSETT MEDICAL CENTER**

Tommy Ibrahim
tommy.ibrahim@bassett.org



Dr. Tommy Ibrahim
Network President & CEO
Executive Administration

07/28/2021

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: KELBERMAN STUDENT SERVICES CONTRACT
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Kelberman Student Services Contract as submitted.

RECOMMENDED ACTION

Motion to approve the Kelberman Student Services Contract as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___



**SERVICE AGREEMENT
KELBERMAN CENTER, INC.**

AND

ONEIDA SCHOOL DISTRICT

THIS AGREEMENT is effective this 25TH day of May, 2021, between the Kelberman Center, Inc. (hereinafter referred to as "KC"), a New York not-for-profit corporation located in Utica, New York, and The Oneida School District, a New York State School District located in Oneida, New York (hereinafter referred to as "School District"), related to Autism Services to be provided to the School District by the Kelberman Center, Inc.

WITNESSETH

WHEREAS, KC, Inc. is a not-for-profit corporation whose mission is providing a regional center for excellence for individuals with autism spectrum disorders and related learning challenges, and

WHEREAS The School District wishes to engage the technical assistance of KC in providing Autism Services in the district for the benefit of students, families, and teachers,

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

1. **OBLIGATIONS OF KC.** KC hereby agrees to use its best efforts to provide twenty (20) hours of consultation/training and one (1) hour per month follow up support at the rate of \$125.00 per hour for the term of this contract, as needed by the district. Performed Services under this Agreement shall be billed monthly, following the delivery of service. Additionally, KC hereby agrees to use its best efforts to provide a registered behavior technician (RBT) at the rate of \$75.00 per hour on an as needed basis for the term of this contract. This Agreement reflects a fee per hour contract and does not guarantee utilization of the entire service package.

2. **OBLIGATIONS OF THE SCHOOL DISTRICT.**

The School District hereby agrees to promptly provide payment for all billed hourly services on a monthly basis, within thirty (30) days of invoice. In addition, the School District shall reimburse KC agents for travel expense to and from the District, or any other location requested by the District, according to the following rate structure on a monthly basis within thirty (30) days of invoice:

Roundtrip:

- 0 – 15 minutes \$12.50
- 16 – 30 minutes \$25.00
- 31 – 45 minutes \$37.50
- 46 – 60 minutes \$50.00

Each Additional 15-minute increment \$12.50 per 15-minute interval

3. RELATIONSHIP BETWEEN KC AND THE SCHOOL DISTRICT.

3.1 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between KC and the School District other than that of independently operated entities contracting with each other solely to effectuate the purposes and provisions of this Agreement. KC and the School District each agree to provide regular supervision to all of their agents in connection with the Program.

3.2 KC and the School District shall maintain an effective liaison and close cooperation with each other to provide maximum benefits to each participant.

3.3 Both parties agree not to refer to the other party in public documents or use the other party's trademark, or symbol in any form of advertising or for any purpose without the other party's prior written approval of the communication.

4. STUDENT RECORDS.

4.1 Nothing in this Agreement shall be deemed to replace the position of ultimate responsibility that the School District has for the students located within its District and by its participation in this Agreement KC does not accept any responsibility for said students and student records. This Agreement does not alter any requirements that the School District must fulfill regarding its ongoing obligations to meet each of its student's needs as reflected in the participating student's IEP. In addition, the School District shall maintain responsibility for the privacy of and control over the participant's student records.

4.2 Subject to applicable confidentiality requirements and to the extent feasible, the School District shall, however, establish and maintain a system, which permits maximum sharing of student records, medical and other records, and information about program participants with KC, for the limited purpose of effectuating the provision of Autism Services.

4.3 The parties agree that responsibility for all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of Autism Services shall be the sole responsibility of the School District. From time to time, the KC staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the School District staff involved.

4.4 KC acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such confidentiality. Both parties shall be bound by the provisions of all Federal and New York State laws regarding privacy of Protected Health Information under the provisions of HIPAA or any other relevant statutes.

5. TERM. This Agreement shall be in effect for all days of the 2021-2022 school year.

6. COVENANT OF NONDISCLOSURE/CONFIDENTIALITY/NONCOMPETITION.

6.1 (a.) The parties agree that KC's Autism Programs are proprietary intellectual property of KC. The parties agree that the provision of KC's Autism Services involve a specialized approach to provide the potential for students with autism spectrum disorders to reach their full potential. The parties agree that terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by an agent or employee of either party without the express written consent of the other party. For purposes of this Agreement, the term "third parties" includes any person or entity except (i) the parties to this Agreement, (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms, (iii) governmental entities, and (iv) persons who have obtained a lawful subpoena or court order. Information obtained will not be made available to other school districts or parties without the express written consent of KC. Any breach of this Article will be treated as a default and grounds for immediate rescission of the Agreement at KC's discretion.

6.1 (b.) Upon termination of the Agreement all proprietary intellectual property provided to the District as part of KC's Autism Programs in the provision of services shall remain the property of KC and shall be returned to KC within ten (10) days following termination.

6.1 (c.) The District covenants that its purpose in entering this agreement is to provide services for the benefit of the enrolled participants, district students with autism spectrum disorder. Therefore, the District covenants that information obtained from KC during the term of this agreement regarding KC's proprietary Autism Programs will not be making available to other school districts or parties without the express written consent of KC.

6.2 KC and School District mutually agree that during the entire term of the Agreement and for a period of three (3) years following the termination of this Agreement between the parties, neither party shall: (a) directly or indirectly solicit, entice or hire away each other's employees, agents, contractors or subcontractors, or (b) knowingly disclose to any third party the identity of either parties' participants, clients or subcontractors, or the status or existence of any contract, or lack thereof, between either party and its past, present or prospective participants, clients or subcontractors, without the prior express written consent of the other party.

7. ADDITIONAL STUDENTS. Should the District determine that it is required to accommodate additional students with KC Autism Program services, more than the hours recited in the Agreement; the parties shall promptly cooperate to reach a consensual alteration, in writing, in order to promptly meet those student needs.

8. INSURANCE. The School District agrees to maintain its own liability insurance for all employees, volunteers and students receiving or participating in the Program's services under this Agreement. Certificates of such insurance shall be furnished by the School District to KC and shall contain the provision that KC be given 30 days' written notice of any intent to cancel or terminate by either the School District or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

9. INDEMNIFICATION. The School District shall indemnify and hold harmless KC, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys fees arising out of or resulting from KC's performance under this Agreement, and shall defend KC against any such claims, damages, losses and expenses with counsel reasonably satisfactory to KC, in whole or in part; provided that nothing in this Agreement shall require the School District to hold harmless or defend the KC from any claims arising from the willful misconduct of the KC or its employees. This indemnification

shall extend to the omission or commission of any act, lawful or unlawful, by the School District, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the School District in connection with the defense of said matters.

10. **SECURITY.** The School District agrees to take reasonably prudent steps to protect the personal safety of the KC staff involved in providing Autism Services, at all times including providing the school District personnel to assist with interaction with all school district participants and their families during regular school hours. The School District shall provide notification of any developing public safety issues or other pertinent matters of relevance to the KC staff involved in providing Autism Services in a prompt and timely fashion in an effort to protect the safety of the KC staff.

11. **DEFAULT.** Upon the occurrence of default under the provisions of this Agreement, and at the same time or in the alternative, a termination prior to the stated term of the contract, KC shall immediately be relieved of any and all liability to provide ongoing services under the terms of the Agreement related to the provision of services under the individual IEPs between the School District and its students.

12. **MISCELLANEOUS PROVISIONS**

12.1 **Governing Law.** The validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the applicable provisions of New York law.

12.2 **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties.

WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

APPROVAL BY KELBERMAN CENTER, INC.:

In Utica, New York this ____ day of _____ 2021.

Tara Costello
Executive Director

APPROVAL BY _____ SCHOOL DISTRICT:

In Oneida, New York this ____ day of _____ 2021.

Title of Authorized Official

Invoices will be remitted to:

Danielle Mullen, Assistant Principal DMullen@oneidacsd.org
Oneida City School District Phone: (315) 363-6901

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: TAX WARRANT
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Tax Warrant as submitted.

RECOMMENDED ACTION

Motion to approve the Tax Warrant as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TAX WARRANT

In accordance with the action taken at the Board of Education of the City School District of the City of Oneida, held on August 17, 2021, the Tax Collector for the Oneida City School District is hereby directed to:

1. Collect taxes in the sum of \$18,459,677 in the same manner that Collectors are authorized to collect City, Town, and County taxes. Such sum to be levied by real property taxes is determined by the expenditures approved by the voters of the school district and the application of state aid anticipated to be received, miscellaneous revenues to be received, and the application of unexpended surplus funds in the custody of the Board in the amount of \$2,578,040 as such term is defined in Section 1318 of the Real Property Tax Law.
2. Give notice in accordance with Section 1324 of the Real Property Tax and Section 2506(c) of the Education Law.
3. Receive from each of the taxable corporations and natural persons on the attached Roll the sums listed or so much thereof as is voluntarily paid to you within the periods set forth in the following Article:
 - (a) The whole tax is due on or before September 30, 2021 without fee;
 - (b) A penalty of 2% charged for tax payments received between October 1 and October 30, 2021.
 - (c) Any unpaid taxes become delinquent on October 31, 2021 at which time additional penalties will be added to the original tax amount by the City or County responsible for collection the unpaid taxes.
4. Return this Warrant within ten (10) days after the last collection day and, if any taxes in this list shall be unpaid at that time, you shall deliver to us an account thereof.

This Tax Warrant is issued by authority of Article 13 of the Real Property Tax Law and has the same force and effect as a Warrant and Tax List issued by the Common Council. This Warrant is effective immediately after it is properly signed by a majority of the members of the Board of Education.

GIVEN UNDER OUR HAND THIS 17th DAY OF AUGUST 2021

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | |

RESOLVED, that at the end of the Tax Collection period, the Report of the Collector, submitted as directed in the Warrant, shall be incorporated into the minutes of the Board of Education.

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: UPSTATE CEREBRAL PALSY AGREEMENT
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the Agreement between the Oneida City School District and Upstate Cerebral Palsy as submitted.

RECOMMENDED ACTION

Motion to approve the Upstate Cerebral Palsy Agreement as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

Agreement by and between the Oneida City School District

Attn: Superintendent of Schools
565 Sayles Street/PO Box 327
Oneida, NY 13421

And the Contractor,

Upstate Cerebral Palsy
125 Business Park Drive
Utica, NY 13502

Whereas, the Superintendent of the District, hereinafter called the Superintendent, is charged with the responsibility to provide certain education services for students with disabilities in the District in compliance with Public Law 94-142, of the New York State Education Law and Part 200 thereof the Regulations of the Commissioner of Education, and

Whereas, the Superintendent may provide these educational services through an authorized organization and

Whereas, the Contractor is such authorized organization and

Whereas, the Contractor under terms of its corporate authority has the power to provide certain educational services set forth in this agreement and

Whereas, it is programmatically desirable for the District to contract with the Contractor for the performance of these services.

Now, THEREFORE, the parties in consideration of the above do covenant and agree as follows:

1. Participation by the District in the referral of a child with a disability and the admission process of the Contractor shall be defined in the admission policy procedures of the Contractor with regard to age and types of placement. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to acceptance of such a child for the enrollment in the school of the Contractor will be that of the Contractor, as defined in the admission policy.
2. As part of the referral process, the District will provide complete school records to the Contractor. These should include previous report cards, achievement test records, IEP's, evaluations and assessments.
3. The District and the Contractor will work together in preparing the child for enrollment in the school of the Contractor.

everyday miracles...

4. The District shall pay tuition costs while the child is enrolled in the school of the Contractor. The prospective tuition rates, inclusive of Related Services, will remain in effect until reconciliation rates are set by the New York State Education Department, as per their rate methodology, reconciliation adjustments will be billed and owed upon notification. Tuition will be paid for all days of enrollment and shall also be paid for all days of absence due to illness, absence for legal and illegal reasons, teacher conferences, work days or others as defined by the Regulations of the Commissioner of Education

Tuition will be charged for the day of enrollment in the school of the Contractor and for the day of discharge. Tuition will be charged during the time of enrollment and until the child has left the school of the contractor for one of the following reasons: Death, withdrawal from the school of the Contractor by the District, the appropriate Social Services Agency, the appropriate Family Court, or any of these in concert:

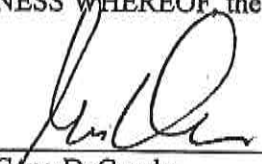
Withdrawal of the child by the parent or guardian where such is legally permissible, verified admission of the child to another school setting, protracted absence due to illness, or such reason to make withdrawal agreeable to the parties of this agreement.

Tuition will be billed on a monthly basis for the 10 month program and payment is due and owed upon receipt of the tuition bill. Tuition will be billed at the end of the 30 day summer program and is due and owed upon receipt of the tuition bill.

5. This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.
6. During the enrollment of the child, the Contractor will provide special education services to the child in accordance with applicable laws and regulations. This will include classroom instruction, on the child's development level and individual or group occupational, speech and/or physical therapy sessions as defined by the (IEP) Individualized Education Plan.
7. The Contractor, and its employees, will comply with all applicable state and federal laws, rules and regulations regarding student/patient privacy and data security, including, but not limited to, the applicable provisions of the Health Insurance Portability Act of 1996 ("HIPAA"), the federal Family Educational Rights and Privacy Act ("FERPA") and the New York State Education Law, Section 2-d. To the extent that the Contractor is a third party contractor under New York State Education Law, Sections 2-c and 2-d, the Contractor shall act in good faith in negotiating an addendum to this Agreement as if required pursuant to Section 2-d.
8. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences. Personnel from the District will be welcomed to visit the Contractor for such consultative purposes or for classroom visits, with such visits to be arranged by appointments.
9. Employees, officers and/or agents of the Contractor shall not be considered employees or agents of the District for any purpose, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, while performing services pursuant to this Agreement. The Contractor specifically agrees that its relationship with the District is that of an independent contractor, and that none of its employees shall make any representation that an employment relationship exists with the District.

10. The Contractor agrees to indemnify the District against any loss the District may suffer when such losses result from claims of any person or organization injured by the negligent acts or omission of the Contractor, or its officers and employees.
11. This contract shall be in effect as of July 1, 2021 through June 30, 2022, unless terminated sooner in time in accordance with the terms of this Agreement.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction and venue of state and federal courts of the County of Madison in the State of New York.
13. This Agreement may not be amended or modified in any manner except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates below shown.



Geno DeCondo,
Executive Director
Upstate Cerebral Palsy

July 16, 2021
Date

Matthew Carpenter
Superintendent
Oneida City School District

Date

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

Upstate Cerebral Palsy

(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Service Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Providers Authorized Signature: _____

Address: 125 Business Park Drive _____

City: Utica State: NY Zip: 13502

Telephone: 315-724-6907 _____

Date Signed: 7/19/21 _____

Please list the School District(s) under contract with on the back of this form.

STATEMENT OF REASSIGNMENT

Upstate Cerebral Palsy, Inc.

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

7/9/21
(Date)

Rena Se Condo
(Outside Contract Service Provider's Signature)

See Attached List
School District (under contract with): List additional ones on back of this form.)

Adirondack Central School District
Albany City School District
Amsterdam School District
Baldwinsville Central School District
Brookfield Central School District
Camden Central School District
Canajoharie Central School District
Canastota Central School District
Canton Central School District
Cazenovia Central School District
Central Square Central School District
Central Valley Central School District
Chittenango Central School District
Clinton Central School District
Dolgeville Central School District
East Ramapo Central School District
East-Syracuse Minoa Central School District
Fort Plain Central School District
Frankfort-Schuyler Central School District
Fulton Central School District
Glens Falls Central School District
Goshen Central School District
Herkimer Central School District
Holland Patent Central School District
Johnstown Central School District
Kingston Central School District
Laurens Central School District
Lisbon Central School District
Liverpool Central School District
Middle Country School District
Moriah Central School District
Morrisville-Eaton Central School District
New Hartford Central School District
Niskayuna Central School District
North Syracuse Central School District
Norwich City Schools
Norwood-Norfolk Central School District
Oneida City School District
Poland Central School District
Ravena-Coeymans-Selkirk School District
Remsen Central School District

Richfield Springs Central School District
Rome City School District
Sauquoit Valley Central School District
South Colonie Central School District
Susquehanna Valley School District
Unadilla Valley Central School District
Utica City School District
Vernon/Verona/Sherrill Central School
Wallkill Central School District
Waterville Central School District
West Canada Central School District
West Genesee School District
Westhill Central School District
Whitesboro Central School District

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: CREATION OF NEW ONEIDA CITY SCHOOL DISTRICT POSITIONS
DATE: AUGUST 17, 2021

BE IT RESOLVED, upon the recommendation of the Superintendent, the Board of Education approves the creation of the following Oneida City School District positions as submitted.

- One (1) Elementary Social Worker
Grant Funded up to three years
- One (1) Math AIS Teacher

RECOMMENDED ACTION

Motion to approve the creation of the new Oneida City School District positions as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: APPOINTMENT OF COACHES
DATE: AUGUST 17, 2021

BE IT RESOLVED, that the Board hereby appoints the following individuals to coaching assignments listed for the 2021-2022 school year as attached upon the condition that such assignments are necessary and able to be completed, and only to the extent that yearly duties are required to be performed, pursuant to the District's reopening plan and any executive orders issued by the State or County.

Team (Fall 2021-2022)	Coach	Step	Rate of Pay
Modified Girls Soccer	Haley Wise	1	\$2307
Modified Boys Soccer	Scott Fallon	9+	\$3944

RECOMMENDED ACTION

Motion to approve the 2021-2022 Coaching Assignments as submitted.

MOTION MADE BY _____
SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: BOE PRESIDENT REPORT
DATE: AUGUST 17, 2021

Mr. Jim Maio will give his Board President's Report.

FOR INFORMATION ONLY

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: SUPERINTENDENT REPORT
DATE: AUGUST 17, 2021

Mr. Matthew Carpenter will give his Superintendent's Report.

FOR INFORMATION ONLY

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: ASSISTANT SUPERINTENDENT FOR FINANCE REPORT
DATE: AUGUST 17, 2021

Mr. Jim Rowley will give his Assistant Superintendent for Finance Report.

FOR INFORMATION ONLY

TO: MEMBERS, BOARD OF EDUCATION

FROM: MATTHEW T. CARPENTER

**RE: ASSISTANT SUPERINTENDENT FOR CURRICULUM,
INSTRUCTION & ASSESSMENT REPORT**

DATE: AUGUST 17, 2021

Dr. Stacey Tice will give her Assistant Superintendent for Curriculum,
Instruction & Assessment Report.

FOR INFORMATION ONLY

TO: MEMBERS, BOARD OF EDUCATION
FROM: MATTHEW T. CARPENTER
RE: EXECUTIVE SESSION
DATE: AUGUST 17, 2021

We are recommending approval to enter into Executive Session for the purpose of the Employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

RECOMMENDED ACTION

Motion to enter into Executive Session as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____