

Special meeting of the
Oneida City School District
Board of Education
July 15, 2021
5:00 PM at Administrative Offices



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. Resolutions**
 - a. Agreement – Shelley Petersen
 - b. Agreement – Karen Kimball
 - c. Elementary Principal Appointment
 - d. Personnel
 - e. Municipal Lease Program Contract
 - f. Textbooks for Approval – Middle School
 - g. Course for Approval
 - h. Employee Physician Contract, 2021-2022
 - i. Memorandum of Understanding
 - j. Yearly Duty Appointment
 - k. Creation of Oneida City School District Civil Service Position
 - l. Salary Waiver – School Resource Officer
 - m. Appointment of Part Time School Psychologist
 - n. Madison-Oneida BOCES Multi-Year Contract
- V. Adjournment**

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: AGREEMENT – SHELLEY PETERSEN
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the Agreement between the Oneida City School District and Shelley Petersen effective July 1, 2021 as submitted.

RECOMMENDED ACTION

Motion to approve the Agreement with Shelley Petersen as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

AGREEMENT
between
Oneida City School District
and
Shelley Petersen

Parties to the Agreement:

This agreement (the "Agreement") is prepared for the purpose of identifying the terms under which Shelley Petersen (the "Contractor") will provide certain contracted services to the Oneida City School District ("the District").

Term and Termination:

This Agreement shall commence on July 1, 2021 and terminate on June 20, 2022 (the "Term"), if not previously terminated pursuant by either party upon thirty (30) days written notice to the other party.

Description of Services:

Contractor is engaged to provide limited special educational services ("Services") to District students during the term of this Agreement, consisting of speech therapy services and speech therapy evaluations as requested by the District for students attending school at St. Patrick's School and/or receiving summer services.

Payment:

In consideration for the Services, District agrees to pay Contractor at the hourly rate of Forty-Five Dollars (\$45.00) per individual speech therapy session, Sixty Dollars (\$60.00) per group speech therapy session, and Seventy-Five Dollars (\$75.00) per speech therapy evaluation. Contractor shall invoice the District upon completion of the Services. In addition, the District agrees to pay Contractor at the hourly rate of Forty-Five Dollars (\$45.00) to provide summer itinerant services to assigned District students for the period of time assigned on the students' individualized educational plans ("IEPs"). Payment by the District shall be made within thirty (30) days of receipt of the invoice.

Representations and Warranties:

Contractor represents and warrants to District that:

- i. S/he is entering into this Agreement with District and his/her performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- ii. S/he has the necessary experience, licensure and credentials to provide the Services in the State of New York, and agrees to provide evidence of same to the District;
- iii. S/he shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
- iv. To the extent he receives, creates, keeps, holds, files, produces or reproduces records in the course of performing services pursuant to this Agreement, Contractor does so on behalf of and for the benefit of the District, and accordingly, that such records constitute records of the District. Contractor shall promptly provide copies of any such records to the District's Board

of Education and to the Superintendent or their respective designees, upon request. This subdivision shall survive the termination of this Agreement.

Independent Contractor:

- i. The relationship of Contractor to the District is that of an independent Contractor. Any and all Services performed by Contractor under this Agreement shall be performed in such capacity. Contractor shall never hold him/herself out as, or claim to be, an agent or employee of the District, or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the District, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
- ii. The District acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor perform Services under this Agreement, except as provided herein, and as required by federal, state, or local laws, rules, and regulations.
- iii. Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with any other person and/or entity.

Taxes:

Contractor shall be solely responsible and required to pay all income taxes, employment taxes, and insurances related to the services and remuneration hereunder. District shall not be required to withhold from or to pay over for or on behalf of Contractor any workers' compensation, disability benefits, federal or state withholding taxes, Social Security, or any other deductions required by the Internal Revenue Service, Social Security Administration, or other administrative or governmental agency. Contractor shall indemnify and hold harmless District from and against any and all liabilities, taxes, penalties, and other expenses and state and federal demands which District may incur as a result of Contractor's failure to pay any federal or state taxes of any kind whatsoever or Contractor's failure to declare and/or pay all required taxes on the remuneration paid hereunder, or relating to Contractor's failure to maintain all insurance required to be maintained by Contractor.

Compliance with Law:

Contractor will adhere to all applicable State and federal law and regulations governing the performance of Services under this Agreement, including but not limited to those related to fingerprint background clearance for any and all employees of Contractor who will have direct contract with District students.

Contractor will comply with all applicable requirements regarding the confidentiality of student and employee records, including the Family Educational Rights and Privacy Act, NYS Education Law 2-d and regulations of the United States and the New York State Education Departments.

Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

Waiver:

The failure or omission of any party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment by the one party of the required future performance of any such term or provision by the other party, nor shall such a failure or omission constitute a waiver of the right of the one party to insist upon future performance by the other of any such term or provision.

Merger Clause:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

APPROVED BY:
Oneida City School District

APPROVED BY:

Signature

Date

Signature

Date

Superintendent of Schools

Contractor

Attachment A
Supplemental Information for Third-Party Contracts
STUDENT PRIVACY

The Oneida City School District ("District") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third party Contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from District. The provisions of this Attachment are intended to comply with Section 2-d in all respects.

As used in this Attachment, the term "student data" means personally identifiable information from student records that Contractor receives from District.

Education Law Section 2-d (5) (d)

Contractor agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency's policies on data security and privacy that protect the confidentiality of personally identifiable information.

Education Law Section 2-d (5) (e)

Contractor agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data.

Education Law Section 2-d (3) (b) (1) and (c)(1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable District to make use of the Services defined within the underlying Contractor Agreement. Student data received by Contractor, or by any of its assignees, from District shall not be sold or used for marketing purposes.

Education Law Section 2-d (3) (c) (2)

Contractor shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this Agreement.

Education Law Section 2-d (3) (c) (3)

Upon expiration of this Agreement without a successor agreement in place, Contractor shall assist District in exporting all student data previously received from District, and, at the request of District, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

Education Law Section 2-d (3) (c)(4)

Parents have the right to file complaints with District about possible privacy breaches of student data by District's third party Contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. At this interim time, you may contact Genevieve Brauner, Administrator for Technology & Special Programs,

with any such complaints by mailing her at 560 Seneca Street, Oneida, NY, 13421, (315) 363-6901. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Contractor by District will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Contractor acknowledges that it has the following obligations with respect to any student data received from District, and any failure to fulfill these statutory obligations shall be a breach of the underlying Agreement:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- 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 P.L. 111-5, Section 13402(H)(2);
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

It is understood that a Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: AGREEMENT – KAREN KIMBALL
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the Agreement between the Oneida City School District and Karen Kimball effective September 1, 2021 as submitted.

RECOMMENDED ACTION

Motion to approve the Agreement with Karen Kimball as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

AGREEMENT
between
Oneida City School District
and
Karen Kimball

Parties to the Agreement:

This agreement (the "Agreement") is prepared for the purpose of identifying the terms under which Karen Kimball (the "Contractor") will provide certain contracted services to the Oneida City School District ("the District").

Term and Termination:

This Agreement shall commence on July 1, 2021 and terminate on June 20, 2022 (the "Term"), if not previously terminated pursuant by either party upon thirty (30) days written notice to the other party.

Description of Services:

Contractor is engaged to provide limited special educational services ("Services") to District students during the term of this Agreement, consisting of resource room services and related services for students attending school at Holy Cross Academy as well as other students attending the District.

Payment:

In consideration for the Services, District agrees to pay Contractor at the hourly rate of Thirty-Eight Dollars (\$38.00). Contractor shall invoice the District upon completion of the Services. Payment by the District shall be made within thirty (30) days of receipt of the invoice.

Representations and Warranties:

Contractor represents and warrants to District that:

- i. S/he is entering into this Agreement with District and his/her performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- ii. S/he has the necessary experience, licensure and credentials to provide the Services in the State of New York, and agrees to provide evidence of same to the District;
- iii. S/he shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
- iv. To the extent he receives, creates, keeps, holds, files, produces or reproduces records in the course of performing services pursuant to this Agreement, Contractor does so on behalf of and for the benefit of the District, and accordingly, that such records constitute records of the District. Contractor shall promptly provide copies of any such records to the District's Board of Education and to the Superintendent or their respective designees, upon request. This subdivision shall survive the termination of this Agreement.

Independent Contractor:

- i. The relationship of Contractor to the District is that of an independent Contractor. Any and all Services performed by Contractor under this Agreement shall be performed in such capacity. Contractor shall never hold him/herself out as, or claim to be, an agent or employee of the District, or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the District, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
- ii. The District acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor perform Services under this Agreement, except as provided herein, and as required by federal, state, or local laws, rules, and regulations.
- iii. Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with any other person and/or entity.

Taxes:

Contractor shall be solely responsible and required to pay all income taxes, employment taxes, and insurances related to the services and remuneration hereunder. District shall not be required to withhold from or to pay over for or on behalf of Contractor any workers' compensation, disability benefits, federal or state withholding taxes, Social Security, or any other deductions required by the Internal Revenue Service, Social Security Administration, or other administrative or governmental agency. Contractor shall indemnify and hold harmless District from and against any and all liabilities, taxes, penalties, and other expenses and state and federal demands which District may incur as a result of Contractor's failure to pay any federal or state taxes of any kind whatsoever or Contractor's failure to declare and/or pay all required taxes on the remuneration paid hereunder, or relating to Contractor's failure to maintain all insurance required to be maintained by Contractor.

Compliance with Law:

Contractor will adhere to all applicable State and federal law and regulations governing the performance of Services under this Agreement, including but not limited to those related to fingerprint background clearance for any and all employees of Contractor who will have direct contract with District students.

Contractor will comply with all applicable requirements regarding the confidentiality of student and employee records, including the Family Educational Rights and Privacy Act, NYS Education Law 2-d and regulations of the United States and the New York State Education Departments.

Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

Waiver:

The failure or omission of any party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment by the one party of the required future performance of any such term or provision by the other party, nor shall such a failure or omission constitute a waiver of the right of the one party to insist upon future performance by the other of any such term or provision.

Merger Clause:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

APPROVED BY:
Oneida City School District

APPROVED BY:

Signature

Date

Signature

Date

Superintendent of Schools

Contractor

Attachment A
Supplemental Information for Third-Party Contracts
STUDENT PRIVACY

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As used in this Attachment, the term "student data" means personally identifiable information from student records that Contractor receives from District.

Education Law Section 2-d (5) (d)

Contractor agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency's policies on data security and privacy that protect the confidentiality of personally identifiable information.

Education Law Section 2-d (5) (e)

Contractor agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data.

Education Law Section 2-d (3) (b) (1) and (c)(1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable District to make use of the Services defined within the underlying Contractor Agreement. Student data received by Contractor, or by any of its assignees, from District shall not be sold or used for marketing purposes.

Education Law Section 2-d (3) (c) (2)

Contractor shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this Agreement.

Education Law Section 2-d (3) (c) (3)

Upon expiration of this Agreement without a successor agreement in place, Contractor shall assist District in exporting all student data previously received from District, and, at the request of District, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

Education Law Section 2-d (3) (c)(4)

Parents have the right to file complaints with District about possible privacy breaches of student data by District's third party Contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. At this interim time, you may contact Genevieve Brauner, Administrator for Technology & Special Programs,

with any such complaints by mailing her at 560 Seneca Street, Oneida, NY, 13421, (315) 363-6901. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Contractor by District will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Contractor acknowledges that it has the following obligations with respect to any student data received from District, and any failure to fulfill these statutory obligations shall be a breach of the underlying Agreement:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- 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 P.L. 111-5, Section 13402(H)(2);
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

It is understood that a Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: ELEMENTARY PRINCIPAL APPOINTMENT
DATE: JULY 15, 2021

RESOLVED, upon the recommendation of the Interim Superintendent of Schools, that Megan Rose who possesses School Building Leader, Professional Certification and School District Leader, Professional Certification, issued by the Commissioner of Education, is appointed to the position of Principal in the tenure area of Principal, effective approximately August 9, 2021 in a probationary appointment from August 9, 2021 through August 9, 2025 unless extended in accordance with the law. The expiration date is tentative and conditional only. To the extent required by the applicable provisions of the Education Law, in order to be granted tenure, Megan Rose must receive composite or overall annual professional performance review ratings of either effective or highly effective in at least three (3) of the four (4) preceding years, and if she receives an ineffective composite or overall rating in the final year of the probationary period she shall not be eligible for tenure at that time, unless such requirements are waived by the State of New York. Megan's salary shall be \$103,756.

RECOMMENDED ACTION

Motion to approve the appointment of Megan Rose as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: PERSONNEL
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the attached personnel items for the July 15, 2021 for the Special Board of Education meeting as submitted.

RECOMMENDED ACTION

Motion to approve the attached personnel items for the July 15, 2021 Board of Education Meeting as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

Oneida City School District
Personnel Report
July 15, 2021
Board of Education Meeting

RECOMMENDED INSTRUCTIONAL APPOINTMENT – PENDING CERTIFICATION

Personnel	Building	Tenure Area	Effective
Marissa Cretaro – <i>Pending Certification</i>	SS/Kdg	Elementary	September 1, 2021

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: MUNICIPAL LEASE PROGRAM CONTRACT
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the contract for the Municipal Lease Program for buses as submitted.

RECOMMENDED ACTION

Motion to approve the contract for the Municipal Lease Program for buses as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____



Municipal Lease Program

Customer's Full LEGAL Name Oneida City School District

Addresses (Street and Mailing) 565 Sayles Street

City, State, Zip Code Oneida, NY 13421

Distributor Matthews Buses

Name of Administrator/Business Officer/Title James Rowley

Telephone/Fax 315-363-2550 315-363-6728

Number of units to be sold & type (8) 2022 Freightliner/Thomas 66 passenger school buses
(1) 2022 Freightliner/Thomas 54 WC passenger school bus

Initial Payment: deferred 30 days PMT Annual Delivery Date: 8/1/2021 estimated

Year School District was formed: 1955 Current Enrollment: 900

Districts Current Bus Fleet: _____ Federal /Employee ID Number: 15-6002657

Fleet Replacement: _____ or Addition to Fleet _____

Provide Basic Justification for Request: _____

Borrowing Reference: _____

Completed By: _____ Title: Director of Finance

Computations from Amortization Schedule: Quote Expires if not accepted within 30 days. Quote Date: Acceptance by Santander Bank is subject to Credit review and approval by Santander Bank at it's sole discretion.

Compound Period: Annual Please send current two years audited financial statements to the below address.

If you have any questions, Please feel free to call, or email:

Kkenney@santander.us

Mr. Kevin Kenney

Santander Bank, N.A.

3 Huntington Quad, Suite 101N

Melville, NY 11747

MUNICIPAL LEASE AGREEMENT

LESSOR:

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747 631-531-0610

LESSEE:

Name: Oneida City School District
Street: 565 Sayles Street
City/State/Zip: Oneida, NY 13421
Responsible Official: _____
Phone: () _____

1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules"). Each Schedule shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein and on each Schedule (each a "Lease" and collectively, the "Leases").

2. COVENANTS: LESSEE represents, covenants and warrants that (a) It is a public body corporate and politic, (b) It is a "tax-exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) The Vehicles are essentially needed for its proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the Lessee's obligations of the current fiscal year, (f) It will do all things lawfully within its power to obtain and maintain funds from which payments under this Lease may be made, including making provisions for such payments in each annual budget and using bona fide best efforts to have such portion of the budgets approved, and (g) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the term shown on the attached Schedule relating thereto, unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred or LESSEE exercises its option under Section 18. At the end of such term LESSEE shall acquire legal title to the Vehicles and terminate this Lease with respect thereto by paying to LESSOR all amounts then due and unpaid hereunder and the remaining principal balance with respect to such Vehicles as shown on the Schedule relating thereto. In lieu of such payment LESSOR hereby grants LESSEE the option to renew this Lease with respect to such Vehicles for the additional period as shown on the Schedule relating thereto, provided that the rate of interest applicable to such additional period shall be mutually agreed upon by LESSOR and LESSEE. LESSEE shall give written notice to LESSOR at least ninety (90) days prior to the end of the Lease term as to whether it will terminate this Lease and acquire the Vehicles or exercise its option to renew in accordance with this Section 3. LESSOR shall endeavor to give written notice to LESSEE at least sixty (60) days prior to the end of the Lease term if no such notice has been received from LESSEE. The rent under this Lease shall be payable in lawful money of the United States of America, from any and all legally available funds, and at the times and in the amounts as indicated on each attached Schedule. In lieu of cash, LESSOR will accept payment by check or wire transfer of immediately available funds only. Each payment will consist of a principal and interest component.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than thirty (30) days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next fiscal period (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to; (a) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles, or (b) contract with another party to furnish services that the Vehicles had provided, for one (1) year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: Lessee has examined, tested and accepted the vehicles covered by this lease and schedules, and subject only to an event of non-appropriation, lessee's obligation to pay rent and other payments hereunder shall be absolute and unconditional and not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever, regardless of loss, damage, destruction, malfunction or disrepair of the equipment, or dispute with the manufacturer or supplier of the vehicles or for any other reason.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier, is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) replace the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee; or (c) purchase the Vehicles for the casualty value as listed on the Schedule in the term sheets.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as [an Additional] Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Type	Amount
Public Liability and Property Damage (Comprehensive)	\$5,000,000 Combined Single Limit (per occurrence) (\$5,000,000) for multi-passenger or I.C.C. Regulated Vehicles)
Collision, Fire and Theft (ALL RISK)	Not less than replacement value

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide

(a) a detailed report describing the accident, (b) copies of all reports provided to an insurance carrier or governmental agency, and (c) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration and only in the conduct of its traditional educational operations. LESSEE shall operate its Vehicles in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE's employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. TITLE; REDELIVERY OF VEHICLES: Each Vehicle shall be titled in the name of the LESSOR c/o Lessee. If this Lease is terminated with respect to any Vehicles pursuant to Section 4 or Section 13 hereof, the LESSOR may repossess such Vehicles. If the LESSOR is entitled to repossess the Vehicles, the LESSEE shall permit the LESSOR or its agents to enter the premises where the Vehicles are located. In the event of any repossession, you shall execute and deliver such documents as reasonably required to restore possession of the Vehicles to the LESSOR, free of all liens and security interests incurred by the LESSEE. In the event of the exercise by LESSEE of its rights under Section 3 or Section 18 to acquire legal title with respect to any Vehicles, LESSOR shall transfer legal title to such Vehicles to LESSEE AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except such Vehicles shall be free of all liens and security interests incurred by LESSOR, and LESSOR shall execute and deliver such documents as LESSEE shall reasonably request with respect thereto.

11. NON-ASSIGNABILITY BY LESSEE: LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Vehicles without the prior written consent of the LESSOR, except as otherwise provided in Section 18.

12. ASSIGNMENT BY LESSOR: This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

13. DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of New York with respect to any dispute arising out of the Lease.

14. FEDERAL, STATE AND LOCAL TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including *ad valorem* taxation, penalties, interest, recording and registration fees, if any) levied or assessed upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the \$10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)(3)(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

15. ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSOR'S financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

16. SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

17. INDEMNIFICATION: The LESSEE agrees to indemnify the LESSOR and its officers, agents, employees, servicers, successors and assignees against any and all loss, damage, injury, claims, fees, fines, penalties, and expenses (including legal fees) of every kind that relate to the use, operation, ownership, possession, or condition of the Vehicles.

18. EXERCISE OF OPTION: In the event LESSEE exercises its option under Section 3 to renew this Lease, during the term of such renewal LESSEE shall have the right to acquire legal title to any Vehicles and terminate this Lease with respect thereto: (i) on any payment date by paying to LESSOR on such date all amounts then due and unpaid hereunder and the principal portion of all future rental payments due with respect thereto, provided that LESSEE gives to LESSOR sixty days written notice of its intent to exercise such option; or (ii) on the last payment date with respect to any Vehicle by paying all amounts then due hereunder with respect to such Vehicle and the amount of \$1.00, which option shall be deemed exercised unless LESSEE gives to LESSOR sixty days written notice to the contrary. LESSOR hereby consents to the exercise of the purchase option and the termination of this Lease with respect to any Vehicles, on any date prior to the renewal hereof pursuant to Section 3 and upon sixty days written notice from LESSEE, at a price of all unpaid principal with respect to such Vehicles and interest thereon accrued and unpaid to the date of exercise of such option, provided that such Vehicles are immediately assigned by LESSEE to Matthews Buses.

19. FINANCIAL INFORMATION: LESSEE shall provide LESSOR with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other information relating to the ability of LESSEE to continue this Agreement within 180 days after the end of each fiscal year of LESSEE and at the request of LESSOR.

20. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the

Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessor approving this transaction on (date) _____ are attached and included with these documents.

LESSOR: Santander Bank, N.A.

LESSEE: Oneida City School District

Signature: _____

Signature: _____ ✓

Print Name: _____

Print Name: _____ ✓

Title: _____

Title: _____ ✓

Date of this Lease: _____

Date: _____ ✓

Please Have Notary sign and stamp below, or use school seal stamp.

"Signed and sworn before me this _____ day of _____".

OPINION OF LESSEE'S COUNSEL IN LIEU OF BOARD CERTIFICATION

As Counsel for aforementioned LESSEE, it is my opinion that:

- (a) LESSEE is a political subdivision of the State, duly organized, existing and operating under the constitution and laws of the State.
- (b) The Lease has been duly authorized and has been executed by an authorized representative.
- (c) The Lease creates a legal, valid and binding obligation of the LESSEE and that such Lease is enforceable in accordance with its terms.
- (d) The equipment covered by the Lease is not being used for other than a public purpose.

COUNSEL FOR LESSEE:

Print Name: Colleen W. Heinrich
 Title: Attorney
 Signature: _____
 Date: July 1, 2021

Firm Name: Ferrara Fiorenza PC
 Address: 5010 Campuswood Drive
East Syracuse, NY 13057

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: TEXTBOOKS FOR APPROVAL, OTTO SHORTELL MIDDLE SCHOOL
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent Dr. Kathy Davis, to approve the Middle School requests to purchase several textbooks. These textbooks are submitted for the Board's review and approval as submitted.

Title: The Outsiders
Publisher: Houghton Mifflin Harcourt
Copyright date: 2006
Grade Level: 7th/8th Grades
Copies needed: 55
Price: \$7.49

Title: Lyddie
Publisher: Puffin Books
Copyright date: 1994
Grade Level: 6th-8th Grades
Copies needed: 40
Price: \$5.25

Title: Long Walk to Water
Publisher: Houghton Mifflin
Copyright date: 2011
Grade Level: 7th Grade
Copies needed: 40
Price: \$6.95

Title:	<u>The Giver Quartet</u>
Publisher:	Houghton Mifflin
Copyright date:	2012
Grade Level:	7 th /8 th Grades
Copies needed:	10
Price:	\$34.99

RECOMMENDED ACTION

Motion to approve the purchase of the numerous textbooks for Otto Shortell Middle School as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

Oneida City School District
Oneida, NY 13421

Request for New Textbook



Title: The Outsiders Copies Needed: 55

Author or Editor: S. E. Hinton Publisher: Houghton Mifflin Harcourt
Copyright date: 1967 Latest revision date: 2006 Price: 7.49

Textbook to be used by: English Grade level: 7/8

Readability Review

Reviewer: Scholastic Reading level: Grades 7--12

Ponyboy Curtis is a good-natured teen who loves books and movies. He's also an orphan whose two older brothers and street-smart friends guard and protect him. Together these ragtag, working-class boys, known as "greasers" to the locals, try to make their way in the world, without privilege, supervision, or education.

But it isn't easy. A bunch of wealthy kids, called the "Socs," target Ponyboy and his friends. They bully, mock, and ridicule the greasers. Until one night they push the greasers too far, and violence explodes. Now young Ponyboy has a decision to make: Does he run or does he stand his ground and try to find justice?

This realistic novel was written by a first-time teen author no older than the characters she depicted. The story remains as hard-hitting and important today as when it was published in 1967.

Selector Review

Reviewer: Jennifer Bassin

Representing: Grade 7 ELA

What provisions will be made for pupils reading one or more grades below reading level of book?

We use Kate Robert's "The Novel Approach" method for reading novels together. This approach allows us to focus on a key skill level (adjusted yearly with new groups of students). In 7th grade, these skills range from reading for understanding and sequencing plot, reading for visualization, and reading for characterization (dynamic and static). For students reading below or above level, other skill focuses are added to add comprehension or to increase depth of analysis.

Students are taught methods for annotating text as we read, focusing on close reading.

In addition, book are read aloud and posted through Google classroom and students can access as needed.

How will this text be used?

This book is used to reinforce and/or introduce the skills of reading carefully and closely so that plot and characterization are understood and analyzed through close reading of the text.

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<u>X</u> / ___	<u>Thomas L. Kirkpatrick</u>	<u>06/24/21</u>
Principal	<u>X</u> / ___	<u>Mandi Brown</u>	<u>6/24/2021</u>
Curriculum Coordinator	___ / ___	_____	_____
Superintendent	___ / ___	_____	_____
Board of Education	Date of Meeting: _____		

Oneida City School District
Oneida, NY 13421

Request for New Textbook



Title: Lyddie Copies Needed: 40

Author or Editor: Katherine Patterson Publisher: Puffin Books
Copyright date: 1991 Latest revision date: 1994 Price: 5.25 (Scholastic)

Textbook to be used by: English Grade level: 7

Readability Review

Reviewer: Scholastic Books Reading level: Grades 6--8__

Comments: After her father abandons the family, ten-year-old Lyddie Worthen's mother hires the young girl out to pay his debts. This impoverished Vermont farm girl is determined to gain her independence by becoming a factory worker in Lowell, Massachusetts, in the 1840s.

Praise for Lyddie:

"A superb story of grit, determination, and personal growth." - *The Horn Book*

"A remarkable portrait of an untutored but intelligent young woman making her way against fierce odds." - *Kirkus Reviews*, starred review

A superb novel." - *School Library Journal*

Recommendations for use:

American Bookseller Pick of the Lists

Booklist Editor's Choice

ALA Notable Book

ALA Best Book for Young Adults

Selector Review

Reviewer: Jennifer Bassin

Representing: Grade 7 ELA __

What provisions will be made for pupils reading one or more grades below reading level of book?

We use Kate Robert's "The Novel Approach" method for reading novels together. This approach allows us to focus on a key skill level (adjusted yearly with new groups of students). In 7th grade, these skills range from reading for understanding and sequencing plot, reading for visualization, and reading for characterization (dynamic and static). For students reading below or above level, other skill focuses are added to aid comprehension or to increase depth of analysis.

In addition, book are read aloud and posted through Google classroom and students can access as needed.

How will this text be used?

This book is used as a historical fiction support for the 7th grade socials studies Industrial Revolution unit. We typically work on the skill of characterization (static and dynamic) with this book. Some years, like this one, we continue to work on sequencing of plot.

Oneida City School District
Oneida, NY 13421

Request for New Textbook



Title: Long Walk to Water Copies Needed: 40

Author or Editor: Linda Sue Park Publisher: Houghton Mifflin
Copyright date: 2010 Latest revision date: 2111 Price: 6.95

Textbook to be used by: English Grade level: 7

Readability Review

Reviewer: Kirkus Review Reading level: Grades 6--8

Salva Dut is 11 years old when war raging in the Sudan separates him from his family. To avoid the conflict, he walks for years with other refugees, seeking sanctuary and scarce food and water. Park simply yet convincingly depicts the chaos of war and an unforgiving landscape as they expose Salva to cruelties both natural and man-made. The lessons Salva remembers from his family keep him from despair during harsh times in refugee camps and enable him, as a young man, to begin a new life in America. As Salva's story unfolds, readers also learn about another Sudanese youth, Nya, and how these two stories connect contributes to the satisfying conclusion. This story is told as fiction, but it is based on real-life experiences of one of the "Lost Boys" of the Sudan. Salva and Nya's compelling voices lift their narrative out of the "issue" of the Sudanese War, and only occasionally does the explanation of necessary context intrude in the storytelling. Salva's heroism and the truth that water is a source of both conflict and reconciliation receive equal, crystal-clear emphasis in this heartfelt account. (*Fiction, 10-14*)

Selector Review

Reviewer: Jennifer Bassin

Representing: Grade 7 ELA

What provisions will be made for pupils reading one or more grades below reading level of book?

We use Kate Robert's "The Novel Approach" method for reading novels together. This approach allows us to focus on a key skill level (adjusted yearly with new groups of students). In 7th grade, these skills range from reading for understanding and sequencing plot, reading for visualization, and reading for characterization (dynamic and static). For students reading below or above level, other skill focuses are added to add comprehension or to increase depth of analysis.

In addition, book are read aloud and posted through Google classroom and students can access as needed.

How will this text be used?

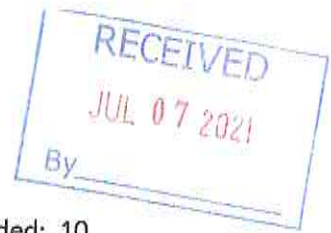
This book is used as an introductory novel in 7th grade to teach reading for plot and sequencing.

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<u>X</u> / <u> </u>	<u>Thomas L. Kirkpatrick</u>	<u>06/24/21</u>
Principal	<u>X</u> / <u> </u>	<u>Mardi Law</u>	<u>6-24-2021</u>
Curriculum Coordinator	<u> </u> / <u> </u>	_____	_____
Superintendent	<u> </u> / <u> </u>	_____	_____
Board of Education	Date of Meeting: _____		

Oneida City School District
Oneida, NY 13421

Request for New Textbook



Title: The Giver Quartet (The Giver, Gathering Blue, Messenger, Son) Copies Needed: 10

Author or Editor: Lois Lowry Publisher: Houghton Mifflin
Copyright date: 1993 Latest revision date: 2012 Price: \$34.99

Textbook to be used by: English Grade level: 7--8

Readability Review

Reviewer: Lit Reader Notes Reading level: Grades 7--9

Selector Review

Lois Lowry is a powerful storyteller: her narrative is direct and clear, biting and succinct. I felt I knew the characters deeply within the first few pages. I quickly acquired *Gathering Blue* and was startled to find no connections (other than the dystopic style) to *The Giver*. It took me several years to listen to the audio version of *Messenger* and then read *Son* soon thereafter. The two final books in this quartet stitch the stories of the first two together and reveal Lowry's inspiring and hope-filled vision of a future constantly formed by brave, insightful young people.

The Giver (1993) is Jonas's story. He lives in a very restricted, but well-run community in which the committee of elders makes all decisions: who marries who, who receives children once paired with a spouse, who does what work. For Jonas, at age 12, the committee will soon choose his job, but at the annual ceremony where all these decisions are made public, Jonas surprises everyone, including himself, by being selected for a job he did not know existed. His journey is one of discovery as *The Giver* gives him the community's institutional memory, many of which are beautiful, many of which are very painful. Jonas's story, it turns out, is one that reflects upon the power of seeing and knowing truth.

Gathering Blue (2000) is Kira's story. Born with a physical disability which would typically lead to her infanticide, Kira somehow comes of age in her village. And like Jonas, Kira has a gift that gives her insight into her world that others lack. When reading *Gathering Blue*, I couldn't see how it related to *The Giver*, except in the vague parallels between Jonas and Kira's experiences (although their communities are wildly different, they are both dystopic). Like Jonas, Kira desires truth, and discovers the power that comes with asking questions (of both yourself and others).

Messenger (2004) is Matty's story. As a character in *Gathering Blue*, Matty has moved to the village several years after the action of *Gathering Blue*. He lives with a blind old man known as Seer. Matty is unique because he knows the paths through the forest and therefore acts as a messenger between the village and other communities. Like Jonas and Kira, Matty wrestles with the secret of his own gift. The book opens with a young Matty, but the narrative quickly propels Matty into adolescence. Matty's maturation occurs as he witnesses his previously open community (a refuge to any fleeing hardship elsewhere) become angry, self-interested, and wish to close their borders. In the end, Matty faces the greatest of challenges and uses his gift for the good of all those whom he loves. *Messenger* is very much a book about love and sacrifice; it pointedly contrasts the toxicity of selfishness and the healing power of selflessness.

Son (2012) ties the four books together and concludes the saga. It starts a few years before the action in *The Giver* and ends a few years after the action in *Messenger*. It is about a young teen who is assigned the job of Birthmother (at age 12) in the community devoid of emotion in which *The Giver* takes place. Claire gives birth, blindfolded, to a baby that is immediately taken from her. The first half of the book is her story of loss, adventure and growth. The second half of the book follows Gabe, who we first meet as a troublesome infant in *The Giver*, as he deals with his lack of family growing up in the village, a democratic refuge, that we first hear of in *Gathering Blue*. As he matures he faces the question mark of his parentage while also grasping to understand his gift. Ultimately, Gabriel combats evil. What he discovers about himself—“*I cannot kill someone*” (repeated throughout pages 371-372)—and the nature of evil, itself, offers the reader a powerful moral and one to consider in daily life. *Son* concludes the quartet with its messages about the power of love and human connection within families and communities.

All four books include youthful characters who know they have gifts, unseen by others, but face the coming-of-age perils associated with learning to use and understand their gifts. They are all outsiders of one sort or another but they ultimately choose to trust themselves and their fate, and in so doing, they ensure a bright future. I think this is Lowry’s project in *The Giver* quartet. Writing for young people, Lois Lowry’s characters reveal the power of youth to change and question the status quo. She also provides young readers the opportunity to reflect on the nature of community and its goals—be they lofty or power-hungry, inclusive or restrictive. In light of contemporary issues over immigration and people seeking refuge in democratic communities, these themes are salient to all of our lives.

Reviewer: Jennifer Bassin / Jenna Lambe

Representing: Grade 7 and 8 ELA

What provisions will be made for pupils reading one or more grades below reading level of book?

These books will be used to supplement the reading of our higher-level readers.

How will this text be used?

These sequels to “*The Giver*” will be used to supplement students’ reading of this whole class novel. Where appropriate, students will be given the series to read independently. This is why there are only 10 requests of each novel.

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<u>X</u> / ___	<u>Thomas L. Kirkpatrick</u>	<u>06/24/21</u>
Principal	<u>X</u> / ___		<u>6-24-2021</u>
Curriculum Coordinator	___ / ___	_____	_____
Superintendent	___ / ___	_____	_____
Board of Education	Date of Meeting: _____		

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: COURSE FOR APPROVAL, ONEIDA HIGH SCHOOL
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent Dr. Kathy Davis, to approve the High School request for a new elective course, Foundations of Coaching, as submitted.

RECOMMENDED ACTION

Motion to approve the high school request for a new elective course, Foundations of Coaching, as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____



Oneida City School District Course Proposal Form

Course Name: Foundations of Coaching

Proposal Made by: Mike Curro

Course Description	Please provide a formal description of the course in the area below.
<p>This course will be an introduction to coaching youth sports. The course will use textbooks: <i>What Drives Winning</i> by Brett Ledbetter, and excerpts from books <i>Above the Line</i> by Urban Meyer, and <i>The only Way to Win</i> by Jim Loehr. These books teach character skills associated with life and sports.</p> <p>It will include certification in first aid and AED.</p>	

Credits	Please provide the number of credits proposed to be awarded after successful completion of the course.
.25 or .5	

Course Length	Please provide the length of the course (full year, half year, etc.)
---------------	--

Every other day semester long, or every other day full year.

Course Pre-Requisites	Please provide a list of any courses required prior to taking this course.
None – this is an opportunity to lead and help our area youth while understanding the responsibilities of coaching.	

Grade Level(s)	Please list the grade level(s) of students who may be enrolled in the course.
11 and 12	

Course Objectives	Please provide an overview of the three to six course objectives. What is the purpose of the course?
<ol style="list-style-type: none">1. Students will understand the role of leadership as a coach and its impact on youth.2. Students will be able to identify character skills, Moral and Performance and how it plays a role in character development.3. Students will become certified in AED/CPR and First Aid.4. Students will be able to plan and implement a practice plan that will meet the needs of varied skill development.5. Students will research and implement the most updated mechanics of sport they lead.	

Required Texts and Resources	What textbooks or primary sources will be used? Are these available online? Are any online programs available? What other resources are required (calculators, etc.)? What resources need to be purchased every year?
<p><i>What Drives Winning</i> by Brett Ledbetter exerts from books <i>Above the Line</i> by Urban Meyer <i>The only Way to Win</i> by Jim Loehr. These books teach character skills associated with life and sports. First Aid and CPR/AED. Nick Winkleman Stop Shouting I Can't Hear My Motivation Talking, Skill Acquisitions Considered for Sport, What We Say Matters, The Language of Coaching, Fact or Fiction – Learning Styles, and The Language of Coaching</p>	

Grading Procedures	Please provide a description of the criteria used for grading, including homework, quizzes, projects, and classroom assessments. What is the percentage allotted for each when calculating a student's course average?
---------------------------	--

Grading will be based on HW, Quizzes, Journal Reflections, Lesson Plans (Practice Plans), in class student led small group lessons, projects, and youth coaching.

HW 10%

Quizzes 20%

Journal Reflections 20%

Planning 20%

Project 10%

Youth Coaching and/or Small group lessons 10%

Course Rationale

Please provide a rationale why this course is needed for the students at Oneida High School.

This course offers an inside look at coaching youth sports. It will teach the importance of character education through sports. Many students have expressed interest in helping with the youth programs in the area. This will help them understand how to organize and implement a plan for practice and games. Students will see the importance of leadership and what lessons they can offer to the students athletes. This course will help a student with a career path of teaching and or recreation activities. It will also put them in a role of shared leadership within their own community.

Form Completed By: _____ Date: _____

Department Chair Signature: _____ Date: _____

Executive Principal Signature: _____ Date: _____

Administrator for Curriculum, Instruction & Assessment signature:

_____ Date: _____

Superintendent Signature: _____ Date: _____

Board of Education Meeting:

Approval by BOE: Approved Date: _____



TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: EMPLOYEE PHYSICIAN CONTRACT, 2021-2022
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the Employee Physician Contract, 2021-2022 between the Oneida City School District and Dr. Daniel M. Ratnarajah as submitted.

RECOMMENDED ACTION

Motion to approve the Employee Physician Contract, 2021-2022 between OCSD and Dr. Daniel M. Ratnarajah 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

Kathleen M. Davis, Ed.D.
Interim Superintendent of Schools
Oneida City School District
Oneida, NY 13421

Date

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: MEMORANDUM OF UNDERSTANDING: OTA
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the Memorandum of Understanding between the Oneida City School District and the Oneida Teachers' Association as submitted.

RECOMMENDED ACTION

Motion to approve the Memorandum of Understanding between the Oneida City School District and the Oneida Teachers' Association as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

MEMORANDUM OF AGREEMENT
By and Between the
ONEIDA CITY SCHOOL DISTRICT
AND THE
ONEIDA TEACHERS' ASSOCIATION

WHEREAS, this memorandum is entered into this ___ day of July 2021 and is intended to clarify the application of the collective bargaining agreement between the Oneida City School District, located in Madison County, New York (hereinafter "District") and the Oneida Teachers' Association (hereinafter "Association"); and

WHEREAS, the District and Association are parties to a collective bargaining agreement for the term of July 1, 2021 – June 30, 2024; and

WHEREAS, the parties recognize that, Appendix D of the parties' collective bargaining agreement includes the positions of Director of Physical Education ("PE") as well as Department Chairs at the K-12 level; and

WHEREAS, an incumbent of the OTA bargaining unit has been previously appointed as Director of PE, although these specific duties were assumed by a non-OTA bargaining unit member as part of their administrative position; and

WHEREAS, the parties agree it is more appropriate that the incumbent previously appointed as Director of PE be appointed instead to a position as PE Department Chair at the K-12 level;

NOW, THEREFORE, effective with the 2021-22 fiscal year and upon execution and approval of this Agreement, the parties hereby agree as follows:

1. The parties herein agree that Appendix D, Co-Curricular Schedule, of the parties' collective bargaining agreement shall be revised to reflect that the appointment of the incumbent of the prior Director of Physical Education (PE) position shall be within the position of PE Department Chair-K-12, instead of Director of PE. The position of Director of PE shall be replaced with PE Department Chair K-12 in Appendix D.
2. The parties acknowledge that during their joint discussions which resulted in this Agreement, that they were fully and fairly represented, that they had unlimited right and opportunity to propose the terms of this Agreement; and that they freely, voluntarily and knowingly entered into this Agreement, having read and fully understand its terms.
3. This Agreement, coupled with Appendix D of the collective bargaining agreement, constitutes the entire agreement and understanding between both parties and supersedes all prior agreements or understandings whether oral or written concerning the subject matter of this Agreement. The parties acknowledge that no representation, promise,

inducement, or statement of intention has been made by any party to this Agreement that is not embodied in this Agreement, and agree that no party shall be bound by, or liable for, any alleged representation, promise, or statement of intention not set forth in this Agreement.

4. This Agreement is subject to, and conditioned upon, the approval of the District's Board of Education.

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

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

President
Oneida Teachers Association

Dated:

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: YEARLY DUTY ASSIGNMENT, 2021-2022
DATE: JULY 15, 2021

BE IT RESOLVED, that the Board hereby appoints the following individual to the yearly duty assignment listed for the 2021-2022 school year as attached upon the condition that such assignment is 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.

Building/Position	Staff	Rate of Pay
PE Dept Chair K-12	Tom Collins	\$4,741

RECOMMENDED ACTION

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

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: CREATION OF ONEIDA CITY SCHOOL DISTRICT CIVIL SERVICE POSITION
DATE: JULY 15, 2021

BE IT RESOLVED, that the Board hereby approves the creation of an Oneida City School District Civil Service 10-month Physical Therapist .8 position as submitted.

RECOMMENDED ACTION

Motion to approve the creation of the OCSD Civil Service 10-month Physical Therapist .8 position as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: SALARY WAIVER – SCHOOL RESOURCE OFFICER
DATE: JULY 15, 2021

BE IT RESOLVED, that the Board hereby approves the salary waiver to be submitted to the New York State Department on behalf of Matthew Ware. The position title is “School Resource Officer,” and the waiver is being requested from September 1, 2021 through June 30, 2022. The position is being offered subject to the approval of the waiver by the Commissioner.

RECOMMENDED ACTION

Motion to approve the salary waiver for Matthew Ware, School Resource Officer, as submitted.

MOTION MADE BY _____

SECONDED BY _____

A____ N____

James Rowley, District Clerk

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: APPOINTMENT OF PART TIME SCHOOL PSYCHOLOGIST
DATE: JULY 15, 2021

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the appointment of Mr. Peter Gleason as a part time school psychologist effective September 1, 2021 through December 31, 2021. Mr. Gleason's daily rate of pay will be \$580 not to exceed \$34,000 as submitted.

RECOMMENDED ACTION

Motion to approve the appointment of Mr. Peter Gleason as a part time school psychologist as submitted.

MOTION MADE BY _____

SECONDED BY _____

A ___ N ___

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. KATHLEEN DAVIS
RE: MADISON-ONEIDA BOCES MULTI YEAR CONTRACT
DATE: JULY 15, 2021

**RESOLUTION OF THE BOARD OF EDUCATION FOR THE
ONEIDA CITY SCHOOL DISTRICT**

WHEREAS, the Board of Education of the Oneida City School District desires to enter into a 5 year contract with the Madison-Oneida BOCES in order 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.

NOW, THEREFORE, it is

RESOLVED, that the Board of Education of the Oneida City School District agrees to enter into a contract with the Madison-Oneida BOCES for the provision of said services to the District not to exceed \$594,067.02 plus related borrowing fees, plus yearly Regional Information Center support during the term of this contract, finalized by the Superintendent, subject to the approval of the Commissioner of Education, for a period of 5 year(s); 2021-22, 2022-23, 2023-24, 2024-25, 2025-26.

RECOMMENDED ACTION

**Motion to approve the Multi-Year Contract between OCSD and
Madison-Oneida BOCES as submitted.**

MOTION MADE BY _____

SECONDED BY _____

A____ N____

CERTIFICATION OF DISTRICT CLERK

I, James Rowley, District Clerk of the Oneida City School District, hereby certify that the attached resolution was adopted by the required majority vote of the Board of Education at its meeting held on July 15, 2021.

Date: July 15, 2021

District Clerk



Madison-Oneida
Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

BUSINESS OFFICE

Phone: 315.361.5514 • Fax: 315.361.5595

TARA PAWLOWSKI, Director of Business Services

July 8, 2021

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

Dear Mr. Carpenter:

Per your request, below is the estimate for CoSer 505-6360 Instructional Technology Services and CoSer 602-7710 Administrative Computer Services you are exploring with the RIC (does not include related annual RIC services):

Down Payment	2021-22	\$82,000
1 st Year Payment	2022-23	\$154,627
2 nd Year Payment	2023-24	\$154,627
3 rd Year Payment	2024-25	\$154,627
4 th Year Payment	2025-26	\$154,627

If you wish to proceed, please have your board pass the motion enclosed and return it.

Please call if you have a question or need further help. The RIC looks forward to helping you achieve your district's technology plan.

Sincerely,

Tara Pawlowski

Tara Pawlowski
Director of Business Services

Enc.

CC: James Rowley
Heather Mahoney
Amanda Palmer
Andrea Kinney
Tracy Sharlette
Giovana Annatone