

Regular meeting of the  
**Oneida City School District**  
Board of Education  
October 12, 2021  
at the Otto Shortell Middle School



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

**Agenda**

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Public Forum (20 Minutes)**
- IV. Presentation**
  - a. Otto Shortell Middle School
- V. Consent Agenda**
  - a. Meeting Minutes
    - i. September 14, 2021 Regular Meeting
  - b. Field Trips
  - c. Special Education
    - i. Committee on Special Education
    - ii. 504 Committee
    - iii. Committee on Preschool Special Education
- VI. Finance**
  - a. Financial Reports
  - b. Appropriation Transfers
- VII. Resolutions**
  - a. Elimination and Creation of OCS D Custodial Position
  - b. Creation of School Nurse with Covid Coordinator Duties and Appointment
  - c. Personnel
  - d. Coaching Appointments
  - e. Donation of school supplies to Durhamville
  - f. Donation of school supplies to Willard Prior
  - g. Policies for Approval
  - h. Monroe One Educational Services – Tutoring Agreement
  - i. Textbook Approval
  - j. Acadiance Agreement

- k. Agreement for Athletic Training Services
- l. Applications for Corrected Tax Roll
- m. Letter of Agreement for Bus Monitors

**VIII. Communications**

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

- IX. Executive Session** Discussions regarding proposed, pending or current litigation; 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;

**X. Adjournment**

**Good evening and thank you for attending the Oneida City CSD Board of Education meeting. We will now open this segment our meeting for public comment. The board is interested in hearing from our residents and will take commentary under future advisement. We ask for all of those who wish to speak please follow the board's public comment guidelines:**

- 1.) **Do not reference district employee names as the board is not permitted by legal requirement to discuss personnel matters in open meeting**
- 2.) **Please direct your comments to the Board of Education; the board is here to listen**
- 3.) **We request that speakers not be interrupted during their comment period**
- 4.) **Only individuals recognized by the board chair are permitted to speak and will have two minutes to provide comment**
- 5.) **Should your issue or concern require follow-up, the appropriate district staff member will reach out to you**
- 6.) **Proper decorum is required during the board's meeting and the board reserves the right to end public comment at anytime**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: OTTO SHORTELL MIDDLE SCHOOL**  
**DATE: OCTOBER 12, 2021**

Highlights of Otto Shortell Middle School.

**PRESENTATION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: CONSENT ITEMS**  
**DATE: OCTOBER 12, 2021**

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

- Meeting Minutes
  - i. September 14, 2021
- Field Trips
- Special Education
  - ii. Committee on Special Education
  - iii. 504 Committee
  - iv. Committee on Preschool Special Education

**RECOMMENDED ACTION**

**Motion to approve consent items as submitted for October 12, 2021.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_











**BOE PRESIDENT REPORT**

Mr. Jim Maio presented his BOE President Report.

FOR INFORMATION ONLY

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**BOE President Report**  
NO ACTION

**SUPERINTENDENT REPORT**

Mr. Matthew Carpenter presented his Superintendent's Report.

FOR INFORMATION ONLY

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**Superintendent Report**  
NO ACTION

**ASSISTANT SUPERINTENDENT FOR FINANCE REPORT**

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

FOR INFORMATION ONLY

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**Asst Supt for Finance Report**  
NO ACTION

**EXECUTIVE SESSION**

**MOVED BY Denby, SECONDED BY Myatt**, that the Board of Education meeting of September 14, 2021 enter into Executive Session at 8:04 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; and Student Matter;

**Executive Session**  
ACTION NO. 106

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

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*The Board of Education returned to regular session at 8:18 PM*


**ADJOURNMENT**

**MOVED BY Denby, SECONDED BY Kelly**, that the Board of Education meeting of September 14, 2021 be adjourned at 8:08 PM.

**Adjournment**  
ACTION NO. 107

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

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\_\_\_\_\_  
James Rowley, Clerk of the Board



# Regulation

INSTRUCTION

8400.1

## FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

Contact staff: Margie Hawthorne Building: OTH5  
Group making request: Music Dept. Date of request: 10/4/21  
Destination: Rochester, NY Conference All-State Music Festival  
Dates of Travel: December 2-5, 2021

### A. General Information

Time of departure from school: 1:00 pm Time of arrival at destination: 2:45 pm  
Time of departure from destination: after concert Time of arrival at school: Parents will drive child home.  
Number of students: 1 Number of Chaperones: 1  
Names of chaperones: Mrs. O'Connell

How are the chaperone costs covered? Music Dept. Contractual Budget  
Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact  
Mrs. O'Connell will transport student.

Is there refund insurance for a cancelled trip? no  
Last date to cancel and receive full refund? \_\_\_\_\_  
Last date to cancel for terrorist/national/international security reasons? \_\_\_\_\_

### B. Source of Funds

#### Who is responsible for cost?

School budget: \$ 550  
 Student Activities: \$ \_\_\_\_\_  
 Fund raising: \$ \_\_\_\_\_  
 Student: \$ \_\_\_\_\_  
 \_\_\_\_\_: \$ \_\_\_\_\_

Estimated Cost: for teacher: 30  
Transportation: \$ 250.00  
Admission: \$ 180.00  
Hotel Accommodations: \$ 756.93  
Other: tolls \$ 13.00  
TOTAL (estimate) \$ 1179.93

### C. Objectives and Activities

List of objectives of the field trip: This student will rehearse and perform with the best musicians in New York State!

List activities you will use to lead up to the day of your field trip: Student will practice singing her parts with the teacher, and will listen to recordings of the music before going to the Music Festival.

List follow up activities after you return from the field trip: Student will share her experience with the Chorus members at Oneida H.S.

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there is an issues of national or international security

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.

Parents informed Director of music Margie Hawthorne 10/4/21  
 Approved  Disapproved [Signature] 10/4/21  
Building principal Date  
 Approved  Disapproved [Signature] 10/5/21  
Superintendent Date

Oneida City School District

Approved by the Superintendent: 05/17/16, 03/12/19

Adopted: 10/14/03

Conference All-State Music Festival  
Rochester, NY  
December 2-5, 2021

**1 Student:**

Mixed Chorus: Hannah Myatt

**Chaperone:** Heather O'Connell

***Itinerary:***

Thursday, December 2

1:00 pm - Depart OHS

Mrs. O'Connell will transport students to Rochester

2:45 pm - Arrive in Rochester

2:45-5:30 pm Registration

5:30 - 6:30 pm Dinner

6:45 - 9:00 pm Rehearsals at Rochester Convention Center

123 E. Main Street, Rochester 14604

800 - 856 - 1678

Student Lodging (with adult chaperones hired by NYSSMA)

Radisson Hotel, 120 E. Main Street, Rochester 14604

585 - 546 - 6400

Teacher Lodging:

Hyatt Regency, 125 E. Main Street, Rochester 14604

Friday, December 3

7:00 - 8:00 am Breakfast

8:30 - 11:30 am Rehearsals

11:30 am - 1:00 pm Lunch

1:00 - 4:30 pm Rehearsals

5:00 - 6:00 pm Dinner

7:00 - 9:30 pm Rehearsals

Saturday, December 4

7:00 - 8:00 am Breakfast

8:30 - 11:30 am Rehearsals

11:30 am - 1:00 pm Lunch

1:00 - 4:30 pm Rehearsals

5:00 - 6:00 pm Dinner

7:00 - 9:30 pm Rehearsals

Sunday, December 5

7:00 - 8:00 am Breakfast/Pack/Check-out

8:30 - 9:30 am Dress Rehearsal in Kodak Theatre

10:00 am Mixed Chorus Performance

11:00 am Depart for home

Parents will attend concert and bring their child home afterwards.



# Regulation

INSTRUCTION

8400.1

## FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

Contact staff: DAVID HAWTHORNE Building: OHS  
Group making request: OHS WIND ENSEMBLE Date of request: OCT 4, 2021  
Destination: NEW YORK CITY  
Dates of Travel: 4/1, 4/2/22

A. General Information SEE ATTACHED ITINERARY  
Time of departure from school: 9:30 AM Time of arrival at destination: 4:00 PM  
Time of departure from destination: 8:30 AM Time of arrival at school: 11:00 PM  
Number of students: 50 Number of Chaperones: 5  
Names of chaperones: B. TBA, MR. HAWTHORNE, MRS. HAWTHORNE

How are the chaperone costs covered? CHAPERONE WILL PAY

Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact  
BUS COMPANY

Is there refund insurance for a cancelled trip? NO

Last date to cancel and receive full refund? JAN 1 2022

Last date to cancel for terrorist/national/international security reasons? \_\_\_\_\_

### B. Source of Funds

Who is responsible for cost?

School budget: \$ \_\_\_\_\_  
 Student Activities: \$ \_\_\_\_\_  
 Fund raising: \$ \_\_\_\_\_  
 Student: \$ \_\_\_\_\_  
 \_\_\_\_\_: \$ \_\_\_\_\_

Estimated Cost:

Transportation: \$ 100 -  
Admission: (2) \$ 200 -  
Hotel Accommodations: \$ 60 -  
Other: \$ \_\_\_\_\_  
TOTAL (estimate) \$ 360 - 400

ESTIMATE

### C. Objectives and Activities

List of objectives of the field trip: STUDENTS WILL HAVE OPPORTUNITY TO SEE  
A PROFESSIONAL JAZZ CONCERT & BROADWAY SHOW

List activities you will use to lead up to the day of your field trip: DISCUSS VARIOUS GENRES  
OF MUSIC AND THEIR IMPACT ON OUR HISTORY

List follow up activities after you return from the field trip: REHEARSAL DISCUSSIONS

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there is an issues of national or international security

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.

Parents informed Director of Music Marylin Hawthorne 10/4/21  
 Approved  Disapproved B. Callyon 10/4/21  
 Approved  Disapproved Building principal Date  
Mark [Signature] 10/5/21  
Superintendent Date

Oneida City School District

Approved by the Superintendent: 05/17/16, 03/12/19

Adopted: 10/14/03

# Oneida High School Wind Ensemble

Trip to New York City

April 1-2, 2022

(The same trip we had planned for May 2020)

Mr. David Hawthorne, Director

Chaperones: Mrs. Hawthorne and parents

Approximately 50 OHS students plus minimum of 5 chaperones total = 55

## *Proposed Itinerary*

### Friday, April 1, 2022

9:30 AM Depart Oneida High School  
Bus company

12:00 PM Stop for Lunch on route - need \$

4:00 - 4:45 PM Check into hotel, change for dinner  
Marriott Residence Inn  
83 International Blvd,  
Elizabeth, NJ 07201  
(908) 352-4300  
Or another hotel if this one is  
unable to accommodate.

4:45 PM Depart for Birdland

5:45 PM Arrive at Birdland  
birdlandjazz.com  
315 W 44th St #5402,  
New York, NY 10036  
(212) 581-3080

6:00 - 8:45 PM Birdland dinner and  
Concert (7:00-8:30 pm)

10:00 PM Arrive back to hotel - swim in pool

11:00 PM Lights Out

### Saturday, April 2, 2022

7:30 AM Breakfast at Hotel

8:30 AM Check out and load bus  
Depart hotel for NYC  
Free time in Times Square area to  
shop and sightsee

11:00 PM Lunch on your own with your group  
- need \$

12:30 PM Depart Times Square

1:30 PM Arrive at Theatre

2:00 - 4:30 PM Broadway Show – "Ain't Too Proud"  
– The Life and Times of the  
Temptations or another  
Broadway Show if we cannot  
get the number of tickets we  
need.

4:45 PM Depart for Oneida High School  
560 Seneca St  
Oneida, NY 13421

6:00 PM Stop for dinner on route - need \$

11:00 PM Arrive in Oneida

FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

8400.1

Contact staff: Kristen Haeger  
Group making request: Kinder Garden N.B.  
Destination: Cackleberry Farm  
Dates of Travel: 10/15/21

Building: North Broad  
Date of request: 10/3/21

A. General Information

Time of departure from school: 9<sup>00</sup> Time of arrival at destination: 9<sup>30</sup>  
Time of departure from destination: 11<sup>00</sup> Time of arrival at school: 11<sup>50</sup>  
Number of students: 21 Number of Chaperones: 10-8  
Names of chaperones: Mrs. Haeger, Mrs. Bishop

How are the chaperone costs covered? \_\_\_\_\_

Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact  
bus

Is there refund insurance for a cancelled trip? \_\_\_\_\_

Last date to cancel and receive full refund? \_\_\_\_\_

Last date to cancel for terrorist/national/international security reasons? \_\_\_\_\_

B. Source of Funds

Who is responsible for cost?

- School budget: \$ \_\_\_\_\_
- Student Activities: \$ \_\_\_\_\_
- Fund raising: \$ \_\_\_\_\_
- Student: \$6 per student
- \_\_\_\_\_: \$ \_\_\_\_\_

Estimated Cost:

- Transportation: \$ 276.46 (PTO)
- Admission: \$ \_\_\_\_\_
- Hotel Accommodations: \$ \_\_\_\_\_
- Other: \$ \_\_\_\_\_
- TOTAL (estimate) \$ \_\_\_\_\_

C. Objectives and Activities

List of objectives of the field trip: Students will visit the pumpkin farm to learn about fall and pumpkins. They will have a hayride, corn maze and see a petting zoo.

List activities you will use to lead up to the day of your field trip: We will read fall stories and complete fall activities.

List follow up activities after you return from the field trip: We will make a scarecrow and read a story about a scarecrow.

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there are any issues of national or international security.

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.

Parents informed

Approved

Disapproved

[Signature]  
Building principal

10/4/21

Date

Approved

Disapproved

[Signature]  
Superintendent

10/4/21

Date



# Regulation

INSTRUCTION

8400.1

RECEIVED  
OCT - 6 2021

## FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

Contact staff: Kristin Germond Building: OSMS  
 Group making request: Otto Shattell Middle School Date of request: 10/4/21  
 Destination: Syracuse Stage Performance (ELA Dept.)  
 Dates of Travel: December 16th, 2021 Matilda

### A. General Information

Time of departure from school: 9 am Time of arrival at destination: 10 am  
 Time of departure from destination: 1 pm Time of arrival at school: 2 pm  
 Number of students: 403 Number of Chaperones: 50  
 Names of chaperones: OSMS teachers and support staff

How are the chaperone costs covered? Discounted group rate through Syracuse Stage (staff complimentary tickets)  
 Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact Travel by school bus

Is there refund insurance for a cancelled trip? No  
 Last date to cancel and receive full refund? flexible due to COVID procedures and guidelines  
 Last date to cancel for terrorist/national/international security reasons? 24 hrs. in advance

### B. Source of Funds

#### Who is responsible for cost?

School budget: \$ \_\_\_\_\_  
 Student Activities: \$ \_\_\_\_\_  
 Fund raising: \$ \_\_\_\_\_  
 Student: \$ \_\_\_\_\_  
 MCB/CES: \$ \_\_\_\_\_

#### Estimated Cost:

Transportation: \$ School bus rate for district  
 Admission: \$ 12 per student  
 Hotel Accommodations: \$ N/A  
 Other: \$ N/A  
 TOTAL (estimate) \$ 4,836 (ticket price) + school bus transportation cost

### C. Objectives and Activities

List of objectives of the field trip: To enhance literary knowledge, tolerance and empathy among students

List activities you will use to lead up to the day of your field trip: Station work that includes reading and writing activities to prepare students for a live drama performance, and gives them background of the story.

List follow up activities after you return from the field trip: Student evaluation of author and performance and review, sent to Syracuse stage genre.

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there is an issues of national or international security

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.

Parents informed

Approved  Disapproved

[Signature]  
Building principal

10-5-2021  
Date

Approved  Disapproved

[Signature]  
Superintendent

10/5/21  
Date

Oneida City School District

Approved by the Superintendent: 05/17/16, 03/12/19

Adopted: 10/14/03

FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

8400.1

Contact staff: Kristine Rogers  
Group making request: 3rd Grade  
Destination: Beak & Staff  
Dates of Travel: Oct. 5th

RECEIVED  
SEP 28 2021

Building: North Broad  
Date of request: 9/20/21

BY: \_\_\_\_\_

A. General Information

Time of departure from school: 11:00am  
Time of departure from destination: 1:30 pm  
Number of students: 30  
Names of chaperones: \_\_\_\_\_

Time of arrival at destination: 12:00pm  
Time of arrival at school: 2:30pm  
Number of Chaperones: 6 parents, 3 teachers

How are the chaperone costs covered? \_\_\_\_\_

Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact \_\_\_\_\_

Is there refund insurance for a cancelled trip? \_\_\_\_\_

Last date to cancel and receive full refund? \_\_\_\_\_

Last date to cancel for terrorist/national/international security reasons? \_\_\_\_\_

B. Source of Funds

Who is responsible for cost?

- School budget: \$ 0
- Student Activities: \$ \_\_\_\_\_
- Fund raising: \$ \_\_\_\_\_
- Student: \$ 5
- \_\_\_\_\_: \$ \_\_\_\_\_

Estimated Cost:

- Transportation: \$ 393.56 (PTO Pay)
- Admission: \$ 5 each student
- Hotel Accommodations: \$ \_\_\_\_\_
- Other: \$ \_\_\_\_\_
- TOTAL (estimate)** \$ \_\_\_\_\_

C. Objectives and Activities

List of objectives of the field trip: To learn more about the growth cycles of apples, how bees & weather effect the foods we eat & how cycles in made.

List activities you will use to lead up to the day of your field trip: We will be doing an apple tasting, reading stories about how apples grow & apple crafts.

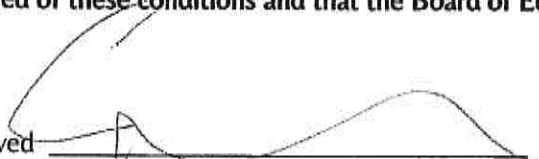
List follow up activities after you return from the field trip: We will be doing a writing activity involving sequencing and opinion writing.

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there are any issues of national or international security.

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.


Parents informed

Approved  Disapproved

  
\_\_\_\_\_  
Building principal

9/20/21  
\_\_\_\_\_  
Date

Approved  Disapproved

  
\_\_\_\_\_  
Superintendent

9/29/21  
\_\_\_\_\_  
Date





# Quote

Oneida City School District  
Transportation Dept.  
1136 Freedom Drive  
Oneida NY 13421

Date: 9/21/2021  
INVOICE # North Broad

TO

North Broad

Customer ID North Broad

Attention: Eric Coriale

Qty	Item #	Description	Unit Cost	Line Total
1	Bus	1 Bus to Beack and Stiff on October 5 <sup>th</sup> ,2021 Depart 9:00 am Return 1:00PM 30 Students 6 Staff	\$393.56/ Bus	\$393.56/ Bus
<b>Subtotal</b>				\$393.56
<b>Sales Tax</b>				0.00
<b>Total</b>				\$393.56

*Thank you for your business!*

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: FINANCIAL REPORTS**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the following Financial Reports for the month of August 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 - GENERAL FUND REVENUE REPORT

Month Ending August 31, 2021

		<u>Budgeted</u> <u>Revenues</u>	<u>Revenues</u> <u>Received</u>	<u>Balance</u> <u>Unearned</u>
A1001	Real Property Tax	\$ 15,768,676.00	\$ 0.00	\$ 15,768,676.00
A1081	Payments in Lieu of Taxes	172,028.00	0.00	172,028.00
A1085	School Tax Relief Reimbursement	2,691,000.00	0.00	2,691,000.00
A1090	Interest & Penalties on Taxes	70,000.00	2,858.00	67,142.00
A1310	Day School Tuition (Includes Foster)	0.00	0.00	0.00
A1330	Textbook Charges from Individuals	300.00	0.00	300.00
A1410	Admissions	15,000.00	0.00	15,000.00
A1489	Other Charges/Services	0.00	302.00	(302.00)
A2280	Health Services-Other Districts	25,000.00	0.00	25,000.00
A2308	Transportation-BOCES	0.00	0.00	0.00
A2401.A	Interest and Earnings	4,000.00	308.94	3,691.06
A2410	Rental of Property	11,000.00	6,000.00	5,000.00
A2413	Rental of Property-BOCES	76,000.00	0.00	76,000.00
A2414	Rental of Buses	12,000.00	835.94	11,164.06
A2450	Commissions	0.00	974.03	(974.03)
A2650	Sale of Scrap and Excess	0.00	0.00	0.00
A2655	Minor Sales/Machine	0.00	0.00	0.00
A2660	Sale of Real Property	0.00	0.00	0.00
A2665	Sale of Equipment	3,500.00	0.00	3,500.00
A2666	Sale of Transportation Equipment	0.00	0.00	0.00
A2670-2	Sale of Instr. Supplies	0.00	0.00	0.00
A2680	Insurance Recoveries	0.00	0.00	0.00
A2690	Other Compensation for Loss	0.00	0.00	0.00
A2700	Reimb. Medicare Part D Expenditures	150,000.00	2,002.28	147,997.72
A2701	Refund-Prior Yrs. Expenditures/BOCES aided	150,000.00	0.00	150,000.00
A2703	Refund-Prior Yrs. Expenditures	100,000.00	61,495.34	38,504.66
A2705	Gifts and Donations	0.00	0.00	0.00
A2707	Special Program Revenue	0.00	0.00	0.00
A2725	VLT/Tribal Compact Monies	0.00	0.00	0.00
A2770	Miscellaneous Revenues	100,000.00	0.00	100,000.00
A3089	Star Program/Reimbursement/Admin.	0.00	0.00	0.00
A3101.A	Basic Aid & Building	17,712,185.00	0.00	17,712,185.00
A3101.E	Excess Cost Aid	2,976,398.00	0.00	2,976,398.00
A3102	Lottery Aid	2,591,615.00	0.00	2,591,615.00
A3103	BOCES	2,161,024.00	0.00	2,161,024.00
A3104	Tuition Aid/Students w/Disabilities	0.00	0.00	0.00
A3260	Textbooks	112,104.00	0.00	112,104.00
A3262	Computer Software Aid	66,121.00	0.00	66,121.00
A3263	Library Loan Program	11,952.00	0.00	11,952.00
A3289.A	Other State Aid-Incar. Youth	50,000.00	0.00	50,000.00
A3289	Other State Aid	0.00	0.00	0.00
A4601	Medicaid Assistance	115,000.00	0.00	115,000.00
A5031	Interfund Transfers - Other than Debt	0.00	0.00	0.00
A5031.E	Transfers From Debt Service Fund	50,000.00	0.00	50,000.00
A5031.H	Transfers from ERS Reserve	300,000.00	0.00	0.00
A5050	Interfund Transfer for Debt	0.00	0.00	0.00
	Subtotal	\$ 45,494,903.00	\$ 74,776.53	\$ 45,120,126.47
21-22	Appropriated Fund Balance	2,578,040.00	0.00	2,578,040.00
	Appropriated Reserves	0.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>\$ 48,072,943.00</b>	<b>\$ 74,776.53</b>	<b>\$ 47,698,166.47</b>

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

<b>Cash Per Books:</b>	<b>August 1, 2021</b>	\$	<u>8,064,267.42</u>
Cash receipts	- State/BOCES Aid		467,504.85
	- Transfer in from TA Fund (per GASB 84)		641,174.59
	- Transfer in from Payroll (per GASB 84)		302.97
	- Transfer in from other funds for Payroll		100,077.14
	- Other		<u>351,171.34</u>
Receipts and Cash Balance			<u>9,624,498.31</u>
Cash Disbursements		(	<u>1,989,133.06</u> )
<b>Cash Per Books:</b>	<b>August 31, 2021</b>	<b>\$</b>	<b><u>7,635,365.25</u></b>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$	<u>116,189.40</u>
	Payroll Checking		<u>6,274.20</u>
	CD/Savings		<u>7,547,973.21</u>
	subtotal		<u>7,670,436.81</u>
<b>Less:</b>			
Outstanding Checks:	General Fund checking	(	<u>29,073.94</u> )
	Payroll checking	(	<u>5,970.99</u> )
Payroll (ERS wire less than amount posted to nVision)		(	<u>26.63</u> )
		(	<u>0.00</u> )
<b>Reconciled Balance:</b>	<b>August 31, 2021</b>	<b>\$</b>	<b><u>7,635,365.25</u></b>

## TREASURER'S REPORT - SCHOOL LUNCH FUND

<b>Cash Per Books:</b>	<b>August 1, 2021</b>	\$ <u>146,455.18</u>	
Cash receipts:		<u>3,388.40</u>	
Receipts and Cash Balance		<u>149,843.58</u>	
Cash Disbursements		( <u>15,221.46</u> )	
<b>Cash Per Books:</b>	<b>August 31, 2021</b>		<b>\$ <u>134,622.12</u></b>

### BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>134,622.12</u>	
<b>Less:</b>			
Outstanding Checks		( <u>0.00</u> )	
<b>Reconciled Balance:</b>	<b>August 31, 2021</b>		<b>\$ <u>134,622.12</u></b>

## TREASURER'S REPORT - SPECIAL AID FUND

<b>Cash Per Books:</b>	<b>August 1, 2021</b>	\$ <u>256,622.70</u>	
Cash receipts:		<u>170,669.06</u>	
Receipts and Cash Balance		<u>427,291.76</u>	
Cash Disbursements		( <u>96,269.75</u> )	
<b>Cash Per Books:</b>	<b>August 31, 2021</b>		<b>\$ <u>331,022.01</u></b>

### BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>335,632.69</u>	
<b>Less:</b>			
Outstanding Checks		( <u>4,610.68</u> )	
<b>Reconciled Balance:</b>	<b>August 31, 2021</b>		<b>\$ <u>331,022.01</u></b>

### TREASURER'S REPORT - CAPITAL FUND

<b>Cash Per Books: August 1, 2021</b>		\$ <u>1,535,549.33</u>	
Cash receipts:		<u>100,013.50</u>	
Receipts and Cash Balance		\$ <u>1,635,562.83</u>	
Cash Disbursements		( <u>17,864.28</u> )	
<b>Cash Per Books: August 31, 2021</b>			\$ <u>1,617,698.55</u>

#### BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>1,426,459.05</u>	
	CD/Savings	<u>193,089.50</u>	
	Subtotal	\$ <u>1,619,548.55</u>	
<b>Less:</b>			
Outstanding Checks		( <u>1,850.00</u> )	
<b>Reconciled Balance:</b>	<b>August 31, 2021</b>		\$ <u>1,617,698.55</u>

### TREASURER'S REPORT - TRUST AND AGENCY/SCHOLARSHIP FUNDS

<b>Cash Per Books: August 1, 2021</b>		\$ <u>706,944.31</u>	
Cash receipts:		2.78	
Receipts and Cash Balance		\$ <u>706,947.09</u>	
Cash Disbursements		( <u>641,477.80</u> )	
<b>Cash Per Books: August 31, 2021</b>			\$ <u>65,469.29</u>

#### BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>2,193.42</u>	
	Scholarship Savings	<u>65,567.86</u>	
	Subtotal	\$ <u>67,761.28</u>	
<b>Less:</b>			
Outstanding Checks: Trust & Agency		( <u>2,191.99</u> )	
Payroll (Employee payroll deduction kicked back due to incorrect account)		( <u>100.00</u> )	
<b>Reconciled Balance:</b>	<b>August 31, 2021</b>		\$ <u>65,469.29</u>



# EXTRA CLASSROOM ACTIVITY FUNDS

## ONEIDA SENIOR HIGH SCHOOL

### Report of Accounts

**Month Ended**

**As of:**

**31-Aug-21**

	Beginning				Ending
<b>Activity</b>	<b>Balance</b>	<b>Receipts</b>	<b>Total</b>	<b>Disbursements</b>	<b>Balance</b>
Advanced Placement	5,453.15		5,453.15		5,453.15
Art Club	334.11		334.11		334.11
Banking Fees & Interest	63.48	3.37	66.85		66.85
Class of 2022	7,285.96		7,285.96	100.00	7,185.96
Class of 2023	3,460.78		3,460.78		3,460.78
Class of 2024	3,560.76		3,560.76		3,560.76
Class of 2025	-		-		-
Concert Choir	474.61		474.61		474.61
Drama Club--Fall Play	2,673.50		2,673.50		2,673.50
Drama Club--Spring Musical	9,888.87		9,888.87	2,515.61	7,373.26
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	432.74	19.55	452.29		452.29
NYS Sales Tax Due	3,933.53		3,933.53		3,933.53
Photography Club	80.39		80.39		80.39
Projects (Yearbook)	5,099.58		5,099.58		5,099.58
Retailers (Bookstore)	2,885.00		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	2,310.01		2,310.01		2,310.01
Student Council	1,002.49		1,002.49		1,002.49
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	1,900.02		1,900.02		1,900.02
<b>Total</b>	<b>57,416.26</b>	<b>22.92</b>	<b>57,439.18</b>	<b>2,615.61</b>	<b>54,823.57</b>
Checking Account ... 9146		17,385.46			
Money Market Account ... 4977		39,638.70			
Deposits in Transit					
Less Checks Outstanding		2,200.59			
Working Balance		<b>54,823.57</b>			



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

Aug-21

ACTIVITY	BEGINNING BALANCE	MONTHLY RECEIPTS	Total RECEIPTS	Monthly PAYMENTS	ENDING BALANCE
STUDENT COUNCIL	\$ 14,943.03		\$ 14,943.03		\$ 14,943.03
	\$ -		\$ -	\$ -	\$ -
MUSIC CLUB (Band/Chorus)	\$ 5,786.76		\$ 5,786.76		\$ 5,786.76
LIBRARY CLUB	\$ 391.23		\$ 391.23		\$ 391.23
FOREIGN LANGUAGE	\$ 863.34		\$ 863.34		\$ 863.34
DRAMA	\$ 6,628.98		\$ 6,628.98		\$ 6,628.98
ART	\$ 316.25		\$ 316.25		\$ 316.25
YEARBOOK	\$ 4,050.62		\$ 4,050.62		\$ 4,050.62
TOTALS	\$ 32,980.21	\$ -	\$ 32,980.21	\$ -	\$ 32,980.21

OUTSTANDING CHECKS

4375 \$ 15.00  
4525 \$ 70.00

**\$85.00**

STATEMENT OF BANK BALANCE #614309154  
 CHECKING \$ 33,065.21  
 Less Outstanding Chks. \$ 85.00  
 Plus Outstanding Deps. \$ -  
 Working Balance \$ 32,980.21

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

Auditor

Treasurer



Principal



9-16-21  
 DATE

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: APPROPRIATION TRANSFERS**  
**DATE: OCTOBER 12, 2021**

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

**RECOMMENDED ACTION**

**Motion to approve the appropriation transfers as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



# ONEIDA CITY SCHOOL DISTRICT

## APPROPRIATION TRANSFER REQUEST FORM

GENERAL FUND   X   OTHER: \_\_\_\_\_  
 REQUESTED BY: J. Rowley  
 DATE 9/30/2021  
 FOR BOARD APPROVAL   XX   PRESENTATION: \_\_\_\_\_

#	FROM (BUDGET CODE)	TO (BUDGET CODE)	AMOUNT	COMMENTS
1	A 2110.400-00-0100	A 2060.490-00-0100	\$8,000.00	Teach Contractual to Research & School Improv BOCES (Frontline not budgeted)
2	A 2110.400-00-0100	A 2110.500-00-0100	\$3,000.00	Teach Contractual to Teach Mat & Suppl DW (PPE)
3	A 1620.500-00-0500	A 2630.220-00-0900	\$3,735.00	Operations Mat & Suppl to Computer Asst Instr Equip (storage shed for IT / Maint)
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Approved  Disapproved \_\_\_\_\_ Date 10/5/21  
 Assistant Superintendent for Finance

Approved  Disapproved \_\_\_\_\_ Date 10/5/21  
 Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: ELIMINATION AND CREATION OF ONEIDA CITY SCHOOL DISTRICT CUSTODIAL POSITION**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the elimination of a five (5) hour custodial position at Seneca Street Elementary School.

**BE IT FURTHER RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the creation of an eight (8) hour custodial position at Seneca Street Elementary School as submitted.

**RECOMMENDED ACTION**

**Motion to approve the elimination and creation of custodial positions at Seneca Street Elementary School as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: CREATION OF SCHOOL NURSE WITH COVID  
COORDINATION DUTIES AND APPOINTMENT**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the creation of a School Nurse with Covid Coordination Duties position that will be ARPA funded as submitted.

**BE IT FURTHER RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the appointment of Anna Collins as the School Nurse with Covid Coordination Duties pending the hiring of a new School Nurse.

**RECOMMENDED ACTION**

**Motion to approve the creation of a School Nurse with Covid Coordination Duties and the appointment of Anna Collins pending the hiring of a new school nurse as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



# ONEIDA CITY SCHOOL DISTRICT

## DISTRICT OFFICE

educate • inspire • empower

### Job Description for School Nurse with Covid Coordination Duties

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** This position has been developed to assist with compliance with state and local COVID-19 requirements. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Provide guidance to staff and stakeholders related to contact tracing, health and safety protocols, and other COVID-19 response procedures.
- Oversee OCSD's compliance with public health requirements for contact tracing and the district's overall contact tracing strategy.
- Oversee and coordinate COVID-19 testing programs, including screening for students, faculty and staff.
  - Facilitate collection of vaccination cards and weekly tests for OCSD employees;
  - Maintain weekly testing schedule for student and adult COVID-19 screenings;
  - Ensure all participants are registered with the appropriate system and all necessary consent forms are completed;
  - Collect specimens, label, scan, pack, and send COVID-19 testing materials;
  - Assist with testing and vaccine clinics;
- Assist in ordering COVID-19 testing supplies and PPE.
- Communicate with local departments of health regarding positive COVID-19 cases.
- Complete daily survey reporting the number of positive cases and number of COVID-19 test administered.
- Assist with any and all COVID-19 related tasks as assigned by District Medical Director or Superintendent.

### REQUIRED KNOWLEDGE, SKILLS and ABILITIES:

- Knowledge of state and local COVID-19 compliance requirements, including testing requirements and knowledge of contact tracing processes and procedures.
- Ability to work independently under broad organizational guidelines to achieve objectives.
- Ability to set priorities, meet deadlines and schedules, and work as part of a team.
- Ability to consistently demonstrate the highest level of confidentiality and behavior standards.
- Ability to work collaboratively, supporting and assisting district faculty and staff members.
- Strong interpersonal skills demonstrated through the ability to build and maintain trusting, collaborative relationships.
- Demonstrate excellent verbal and written communication and organization skills.
- Exceptionally high commitment to task accomplishment and flexibility in working hours and days.

### SPECIAL REQUIREMENTS:

- Must have reliable automobile for use on the job (mileage to be reimbursed).
- Subject to criminal background check before employment.

### ACCEPTABLE EXPERIENCE AND TRAINING:

- Health care training/experience required – minimum of LPN certification

***The School Nurse with COVID-19 Coordination duties position is a one-year ARPA funded position***



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: PERSONNEL**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the attached personnel items for the October 12, 2021 Board of Education Meeting as submitted.

**RECOMMENDED ACTION**

**Motion to approve the attached personnel items for the October 12, 2021 Board of Education Meeting as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_

Oneida City School District  
Personnel Report  
October 12, 2021  
Board of Education Meeting

**RECOMMENDED ONE-TIME SALARY ADJUSTMENT**

Staff	Building	Tenure Area	Effective
James Perkins	OHS	Science	2022-2023; 2023-2024;

**INCREMENT REQUESTS**  
AS ATTACHED

**RECOMMENDED SUBSTITUTE TEACHERS**  
AS ATTACHED

**CLASSIFIED PERSONNEL**  
AS ATTACHED

**ONEIDA CITY SCHOOL DISTRICT  
OCTOBER 12, 2021  
BOARD OF EDUCATION  
Earned Salary Increment Requests**

<b>Teacher Name</b>	<b>BOE Date of Approval</b>	<b>Total Credits</b>
Barbano, Andrew	October 12, 2021	6
Bradley, Grace	October 12, 2021	6
Britton, Sheena	October 12, 2021	6
Burke, Stephanie	October 12, 2021	12
Faniglula, Emily	October 12, 2021	6
Goggins, Kevin	October 12, 2021	6
Gratien, Ed	October 12, 2021	6
Hein, Carly	October 12, 2021	6
Kirkpatrick, Tom	October 12, 2021	6
Lachut, Karyn	October 12, 2021	6
Lambe, Jenna	October 12, 2021	6
Lefort, Ellen	October 12, 2021	6
Moshetti, Melissa	October 12, 2021	6
Murphy, Liz	October 12, 2021	18
Niles, Mindy	October 12, 2021	12
Piccola, Rebecca	October 12, 2021	6
Pitoniak, Karen	October 12, 2021	6
Poulos, Beth	October 12, 2021	6
Quenneville, Matt	October 12, 2021	12
Spencer, Jill	October 12, 2021	6
Streeter, Jennifer	October 12, 2021	6
<b>Total credits</b>		<b>156</b>



**Oneida City School District  
October 12, 2021  
Board of Education Meeting**

**Recommended Substitute Teachers**

<b>Substitute Name</b>	<b>Area(s) to Sub</b>	<b>Certification</b>
Aaron Brown	Any	Non-Certified
Jonathan Campanie	Any	Non-Certified
Jessica Emmerich	Any	Non-Certified
Michele Farwell	Any	Non-Certified
Makenna Taylor	North Broad Elementary ONLY	Non-Certified

Oneida City School District  
 Personnel Report  
 October 12, 2021  
 Board of Education Meeting

CLASSIFIED PERSONNEL

**RECOMMENED CLASSIFIED PROBATIONARY APPOINTMENT**

NAME	TITLE	LOCATION	PAY RATE	EFFECTIVE DATE
Danielle Brown	Bus Driver – 5 hr./day	Trans. Ctr.	22.31 per hour	10/4/21
Marlie Kling	Bus Monitor – 5.25 hr./day	Trans. Ctr.	12.50 per hour	10/4/21
Lisa McGork	Physical Therapist - .8	DW	50,805 per year	9/21/21
Jessica Rose	Teacher Aide 2 hr./day	WP	12.63 per hour	9/14/21
Jean Taddeo	1:1 Teacher Aide 5 hr./day Temporary through 6/30/22	SS	12.63 per hour	10/4/21
Brian Wesseldine	Bus Driver– 5 hr./day	Trans. Ctr.	22.31 per hour	10/4/21

**RECOMMENED CLASSIFIED RESIGNATION**

NAME	TITLE	LOCATION	EFFECTIVE DATE
Adriane Bashaw	Teacher Aide	DV	10/8/21
Neal Fahey	Bus Driver	Trans. Center	10/1/21
Lisa Hiscox	Food Service Helper	HS	10/1/21

**RECOMMENED CLASSIFIED UNPAID LEAVE OF ABSENCE**

NAME	TITLE	LOCATION	EFFECTIVE DATE
Tara Becker	Food Service Helper	NB	9/13/21

Oneida City School District  
 Personnel Report  
 October 12, 2021  
 Board of Education Meeting

CLASSIFIED PERSONNEL

RECOMMENED CLASSIFIED CHANGE IN HOURS

NAME	TITLE	LOCATION	HOURS FROM	HOURS TO	EFFECTIVE DATE
Karen Anderson	Bus Driver	Trans. Ctr.	5.25 hrs./day	5 hrs./day	9/27/21
Robert Barton	Bus Driver	Trans. Ctr.	6.50 hrs./day	6 hrs./day	9/27/21
Randy Bonville	Bus Driver	Trans. Ctr.	5.5 hrs./day	5.25 hrs./day	9/27/21
Joseph Curro	Bus Driver	Trans. Ctr.	5.5 hrs./day	6 hrs./day	9/27/21
Theresa Cushman	Bus Driver	Trans. Ctr.	5 hrs./day	5.25 hrs./day	9/27/21
Karen Eisaman	Bus Driver	Trans. Ctr.	7.75 hrs./day	7.50 hrs./day	9/27/21
Barbara Ennis	Bus Driver	Trans. Ctr.	5.75 hrs./day	5.25 hrs./day	9/27/21
Harold Friend	Bus Driver	Trans. Ctr.	5.75 hrs./day	6 hrs./day	9/27/21
Michael Halsey	Bus Driver	Trans. Ctr.	5.25 hrs./day	5 hrs./day	9/27/21
Kimberly Johnson	Bus Driver	Trans. Ctr.	5.5 hrs./day	5.75 hrs./day	9/27/21
Christine Koons	Bus Monitor	Trans. Ctr.	6 hrs./day	5 hrs./day	9/27/21
Raymond Lewis	Bus Driver	Trans. Ctr.	3.75 hrs./day	5 hrs./day	9/27/21
Sherry McDaniels	Bus Driver	Trans. Ctr.	7.75 hrs./day	8 hrs./day	9/27/21
Daniel McNally	Bus Driver	Trans. Ctr.	5.5 hrs./day	5.75hrs./day	9/27/21
Thomas McNichol	Bus Driver	Trans. Ctr.	5 hrs./day	6.25 hrs./day	9/27/21
Deborah Moyer	Bus Monitor	Trans. Ctr.	6 hrs./day	5.5 hrs./day	9/27/21

Oneida City School District  
 Personnel Report  
 October 12, 2021  
 Board of Education Meeting

CLASSIFIED PERSONNEL

**RECOMMENED CLASSIFIED CHANGE IN HOURS (con't)**

NAME	TITLE	LOCATION	HOURS FROM	HOURS TO	EFFECTIVE DATE
Karen Snyder	Bus Driver	Trans. Ctr.	4.25 hrs./day	5 hrs./day	9/27/21
Thomas Terrell	Bus Driver	Trans. Ctr.	7.75 hrs./day	8 hrs./day	9/27/21
Michael Whipple	Bus Driver	Trans. Ctr.	5 hrs./day	5.5 hrs./day	9/27/21
Roderick Wiediger	Bus Driver	Trans. Ctr.	5 hrs./day	5.25 hrs./day	9/27/21
Penny Witchley	Bus Monitor	Trans. Ctr.	6.25 hrs./day	6 hrs./day	9/27/21
Lisa Witte	Bus Driver	Trans. Ctr.	5.75 hrs./day	5.5hrs./day	9/27/21

**RECOMMENED CLASSIFIED SUBSTITUTE APPOINTMENT**

NAME	TITLE	LOCATION
Terilyn Esparza	Food Service Helper	District Wide
Neal Fahey	Bus Driver	Trans. Ctr.
Nadia Farra	Clerical, Food Service Helper, Teacher Aide	District Wide
Michele Farwell	Teacher Aide	District Wide
Hope Gossin	Food Service Helper	District Wide
Jessica Rose	Teacher Aide	District Wide
Kyra Shlotzhauer	Teacher Aide	District Wide
Elaine Smith	Teacher Aide	District Wide



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: COACHING APPOINTMENTS, 2021-2022**  
**DATE: OCTOBER 12, 2021**

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

**RECOMMENDED WINTER 2021-2022 COACHES**

<b>Team (Winter 2021-2022)</b>	<b>Coach</b>	<b>Step</b>	<b>Rate of Pay</b>
Boys Modified Basketball	Matt Schneider	1	\$2483

**RECOMMENDED WINTER 2021-2022 VOLUNTEERS**

<b>Team (Winter 2021-2022)</b>	<b>Volunteer</b>
Girls Basketball	Michelle Kinville
Girls Basketball	Jim Kramer

**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: DONATION OF SCHOOL SUPPLIES TO DURHAMVILLE**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the generous donation of school supplies to Durhamville Elementary School from the Oneida Walmart as submitted.

**RECOMMENDED ACTION**

**Motion to approve the donation of school supplies as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: DONATION OF SCHOOL SUPPLIES TO WILLARD PRIOR**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the generous donation of school supplies to Willard Prior Elementary School from Green Thumb Garden Club as submitted.

**RECOMMENDED ACTION**

**Motion to approve the donation of school supplies as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: POLICIES FOR APPROVAL**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the attached policies as submitted.

- 8300 Educational Support Materials Selection and Procedures Policy
- 8301.1 Request for Reconsideration of Printed & Published Materials
- 8400.1 Field Trip Request to the Superintendent of Schools
- 8400.2 Field Trip Permission Slip
- 8500 Special Education Programs and Services
- 8501 PreReferral and Declassification Teams
- 8502 Programs for Students with Disabilities Under Section 504 of the Federal Rehabilitation act of 1973
- 8503 Independent Educational Evaluations

**Policies Recommended for Deletion:**

- 8302 Regents Testing Options

**RECOMMENDED ACTION**

**Motion to approve the policies as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



## INSTRUCTION

### EDUCATIONAL SUPPORT MATERIALS SELECTION AND PROCEDURES POLICY

#### I. Statement of Policy Philosophy

- A. The Oneida City School District (the District) is responsible for the delivery of requested educational support materials and related services to its learners. It is our policy to provide a wide-range of learning resources at varying levels of difficulty, with a wide-diversity of appeal and presenting different points of view, to meet the needs of students and teachers.
- B. "Instructional Materials" shall mean any book, or book substitute, which includes hardcover or paperback books, workbooks or manuals, any coursework or other content-based instructional materials in an electronic or other-media format, as such terms are defined in the regulations of the commissioner, which a pupil is required to use as a text, or a text-substitute. All required books will be furnished free to all pupils attending the District's schools.

#### II. Objectives of Selection

- A. The selection of materials should reflect and help implement the basic functions of good school programs. In selecting materials, administrators, faculty, and library staff are guided by the New York State Education Department Standards, Common Core Standards, American Association of School Librarians Standards, and the Library Bill of Rights. The material chosen shall:
1. Provide faculty and students with print and non-print educational support materials which will support and enrich the curriculum.
  2. Enable and encourage students to develop their full potential as creative and responsible individuals by meeting and stimulating the greatest possible diversity of interest and abilities.
- B. To fulfill these two basic purposes, we should endeavor to:
1. Provide easy access to a catalogued and comprehensive selection of a variety of materials at appropriate levels of difficulty.
  2. Provide materials that will enrich and support the curriculum, taking into consideration the varied interests, abilities, learning styles and maturity levels of the students served.
  3. Provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values and societal standards.

## INSTRUCTION

EDUCATIONAL SUPPORT MATERIALS SELECTION AND PROCEDURES POLICY

4. Provide materials on various sides of controversial issues so that young citizens may have an opportunity to develop, under guidance, the practice of critical analysis and to make informed judgments in their daily lives.
5. Select materials without regard to personal opinion.

III. Responsibility for Selection of Learning Resources

- A. The Board of Education, <sup>(the Board)</sup> as the policy-making and governing body of the ~~Oneida City School~~ District, is legally responsible for the selection and approval of all print and non-print educational support materials.
- B. The Board of Education, <sup>as</sup> the policy-making body, delegates the authority for the selection of educational support materials to the professional staff.
- C. The ~~Oneida City School~~ District's <sup>District</sup> professional staff shall select materials with consideration given to input from the administration, faculty and pupils of the component schools.
- D. Final decision on the purchase shall remain with the District's professional staff subject to the approval of the Board of Education. <sup>of Education</sup>

IV. Criteria for Selection of Learning Resources

- A. The District professional staff involved in selection of learning resource materials shall use the following criteria as a guide:
  1. Educational significance.
  2. Contribution that the subject matter makes to the curriculum and to the interests of the students.
  3. Favorable reviews found in standard selection sources.
  4. Favorable recommendations based on review and examination of materials by ~~the professional personnel~~ of the ~~Oneida City School~~ District <sup>professional staff</sup>.
  5. Reputation and significance of the author, producer and publisher.
  6. Validity, currency and appropriateness of material.
  7. Contribution that the material makes to breadth of representative viewpoints on controversial issues.
  8. Potential user appeal.
  9. High artistic quality and/or literary style.
  10. Quality and variety of format.
  11. Value commensurate with cost and/or need.
  12. Timeliness or permanence of the material and the information contained within.
  13. Value to more than one component school in the district.



POLICY

Draft 9/16/2020  
8300

INSTRUCTION

EDUCATIONAL SUPPORT MATERIALS SELECTION AND PROCEDURES POLICY

14. Replacement of damaged or missing materials which continue to enhance the collection.
  15. Not warranted for purchase for local collections because of high cost and/or low local use.
- B. Weeding (or the removal of materials) is part of the selection process and is the responsibility of District professional staff. Criteria listed in "A" above will be used to assure <sup>to the</sup> appropriate weeding.
- C. Pursuant to Section 200.2 Commissioner's Regulations, the District shall give preference in the purchase of instructional materials to those vendors who agree to provide such instructional materials in alternative formats for students with disabilities.
- D. Requests for the reevaluation of educational support materials shall be addressed through formal complaint procedures as specified in Policy 8301, Review of Instructional Materials.
- E. All decisions on selection shall be in conformance with existing laws and court decisions.

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Oneida City School District

Legal Ref: NYS Education Law Sections 701, 702 and 704, 3204; 8 NYCRR 21.1

Adopted: 06/11/90

Revised: 05/17/11, 05/17/16, \_\_\_\_\_

# Regulation

Draft 9/16/2020  
8301.1

## INSTRUCTION

### REQUEST FOR RECONSIDERATION OF PRINTED & PUBLISHED MATERIALS

Author: \_\_\_\_\_

Title: \_\_\_\_\_

Media Type: \_\_\_\_\_ (Book, magazine, newspaper, videos, etc.)

Publisher: (if known) \_\_\_\_\_ Copyright date: \_\_\_\_\_

Request Initiated By: \_\_\_\_\_

Telephone: \_\_\_\_\_ Address: \_\_\_\_\_

#### Complainant Represents:

Him/Herself

Organization (Please Specify) \_\_\_\_\_

Other (Please Specify) \_\_\_\_\_

1. To what do you object in this material? (Please be specific, citing pages.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What do you feel might be the result of viewing or reading this material?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you view or read the entire work? \_\_\_\_\_ If not, what parts did you read or view?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Are you aware of the judgment of this material by literary critics?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



REQUEST FOR RECONSIDERATION OF PRINTED & PUBLISHED MATERIALS

5. What do you believe is the theme or purpose of this material?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What would you like the school district to do about this material?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. In its place, what work of equal value and quality would you recommend?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Complainant Signature

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Oneida city School District

Approved by the Superintendent: 03/11, 05/17/16, \_\_\_\_\_

# Regulation

Draft 9/16/2020

8400.1

## INSTRUCTION

### FIELD TRIP REQUEST TO THE SUPERINTENDENT OF SCHOOLS

Contact staff: \_\_\_\_\_ Building: \_\_\_\_\_  
Group making request: \_\_\_\_\_ Date of request: \_\_\_\_\_  
Destination: \_\_\_\_\_  
Dates of Travel: \_\_\_\_\_

#### A. General Information

Time of departure from school: \_\_\_\_\_ Time of arrival at destination: \_\_\_\_\_  
Time of departure from destination: \_\_\_\_\_ Time of arrival at school: \_\_\_\_\_  
Number of students: \_\_\_\_\_ Number of Chaperones: \_\_\_\_\_  
Names of chaperones: \_\_\_\_\_

How are the chaperone costs covered? \_\_\_\_\_  
Travel plans organization: (Bus, plane, train, etc...) Provide address, phone number, contact \_\_\_\_\_

Is there refund insurance for a cancelled trip? \_\_\_\_\_ *(attach Policy)*  
Last date to cancel and receive full refund? \_\_\_\_\_ *(attach Contract)*

Last date to cancel for terrorist/national/international security reasons? \_\_\_\_\_

#### B. Source of Funds

Who is responsible for cost? *Word conditions deemed unsafe*

School budget: \$ \_\_\_\_\_  
 Student Activities: \$ \_\_\_\_\_  
 Fund raising: \$ \_\_\_\_\_  
 Student: \$ \_\_\_\_\_  
 \_\_\_\_\_: \$ \_\_\_\_\_

Estimated Cost:

Transportation: \$ \_\_\_\_\_  
Admission: \$ \_\_\_\_\_  
Hotel Accommodations: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
TOTAL (estimate) \$ \_\_\_\_\_

#### C. Objectives and Activities

List of objectives of the field trip: \_\_\_\_\_

List activities you will use to lead up to the day of your field trip: \_\_\_\_\_

List follow-up activities after you return from the field trip: \_\_\_\_\_

\*Parent permission forms must state that the Board of Education reserves the right to cancel the trip if there is an issue of national or international security. *Word conditions deemed unsafe*

\*Parents need to be informed of these conditions and that the Board of Education will not be liable for lost funds.

Parents informed

Approved  Disapproved \_\_\_\_\_

Building principal

Date

Approved  Disapproved \_\_\_\_\_

Superintendent

Date

Oneida City School District

Approved by the Superintendent: 05/17/16, 03/12/19, \_\_\_\_\_

Adopted: 10/14/03

# Regulation

INSTRUCTION

Draft 9/16/2020  
8400.2

## FIELD TRIP PERMISSION SLIP

I give my permission for \_\_\_\_\_ to attend a trip to \_\_\_\_\_  
(Student's Name)  
with \_\_\_\_\_ on \_\_\_\_\_  
(Teacher's Name) (Date)

I understand that this trip will be well-chaperoned and that it is an integral part of the education process. I, being the parent/legal guardian of the above-named minor, do hereby grant permission to the advisor to act in my behalf in authorizing unexpected medical care during my absence.

### Trip Information provided by Advisor:

No. of students expected to travel \_\_\_\_\_ No. of chaperones \_\_\_\_\_  
Travel Dates \_\_\_\_\_ Cost per student \_\_\_\_\_

How trip is funded \_\_\_\_\_

Travel plan (bus, plane, train,....) \_\_\_\_\_

General Itinerary \_\_\_\_\_

Contact/Phone during trip \_\_\_\_\_

Is there refund insurance? \_\_\_\_\_ Cost \_\_\_\_\_

Cancellation dates \_\_\_\_\_ % refund \_\_\_\_\_

\_\_\_\_\_ % refund \_\_\_\_\_

\_\_\_\_\_ % refund \_\_\_\_\_

Last date to cancel for terrorist security reasons \_\_\_\_\_

\*Please read and sign contract from the tour company, if applicable (attached).

\*The Board of Education reserves the right to cancel the trip ~~if there is an issue of national or international security~~. The Board of Education will not be held liable for the cost of the trip if cancelled. They will make every effort to do so in accordance with the refund timeline.

\*If the trip is cancelled, it is the expectation that the trip will not occur on a private basis. Teachers will not be afforded liability coverage by the school district for a non-approved trip.

*are work conditions deemed unsafe  
reschedule conditions*

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

Oneida City School District

Approved by the Superintendent: 05/17/16, \_\_\_\_\_

opted: 10/14/03



# Policy

INSTRUCTION

Draft 9/16/2020

8500

Policy is Required

## SPECIAL EDUCATION PROGRAMS AND SERVICES

- I. The Oneida City School District (the District) shall make available to all students who are eligible under the Individuals with Disabilities Education Act (IDEA) and Article 89 of the New York State Education Law, and implementing regulations, a free appropriate public education in the least restrictive environment appropriate to meet individual needs.
- A. The District accepts its responsibility to ensure that pupils with disabilities have the same opportunity to participate in district programs including extra-curricular programs and activities, which are available to all other pupils enrolled in the District.
- B. The District, in accordance with Section 200.2(b)(4) of the Commissioner's Regulations, shall ensure that a continuum of alternative placements will be available to meet the needs of students with disabilities for special education and related services. To enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate, specially designed instruction and supplementary services may be provided in the regular class. Such services may include, but are not limited to, consultant teacher services and other group or individual supplemental or direct special education instruction.
- II. Consistent with the requirements of federal and state laws and regulations, the Board of Education (the Board) will:
- A. Appoint a committee on special education and, as appropriate, CSE and CPSE subcommittees to assure the identification and placement of eligible students with disabilities. The Board of Education authorizes the Superintendent to recruit and recommend for hiring individuals who possess the certification, education and experience necessary. *a committee on preschool education*
- B. Based upon the recommendation of the CSE or CPSE, arrange for special education programs within legally prescribed timeframes. Should it disagree with the recommendation of the CSE, the Board, upon notice to the parents involved, and in accordance with the procedures set forth in the Regulations of the Commissioner of Education, may, forward its concerns to the CSE, or reconvene a second CSE for review of and revisions to the original recommendations as appropriate. *or CPSE*
- III. To ensure the appropriate delivery of services to students with disabilities who reside in the District, the Superintendent shall ensure that:
- A. All children with disabilities residing in the District including those attending private school are identified, located and evaluated. A register of students eligible



Policy is Required

SPECIAL EDUCATION PROGRAMS AND SERVICES

to attend the public schools or to attend a preschool program in accordance with Section 4410 of the Education Law shall be maintained and revised annually by the CSE or CPSE as appropriate.

- B. School wide approaches and pre-referral interventions including, but not limited to, academic intervention services in order to remediate a student's performance prior to referral for special education are implemented.
- C. Personally identifiable data and information or records pertaining to students with disabilities remain confidential as required by law and regulations.
- D. A comprehensive system of personnel development plan is developed and maintained so that professional and paraprofessional staff working with students with disabilities, possess the skills and knowledge necessary to meet the needs of students with disabilities. The plan may be part of the professional development plan required by Section 100.2 of the Commissioner's Regulations.
- E. The district plan governing the provision of special education programs and services will provide detailed information on how appropriate space for the provision of special education programs and services will be allocated.

IV. Instructional Materials

- A. The District will establish a plan to ensure that all instructional materials used in the schools of the District are available in a usable alternative format, which shall meet the National Instructional Materials Accessibility Standard, for each student with a disability in accordance with the student's educational needs and course selection at the same time that such materials are available to nondisabled students.
- B. Alternative format includes, but is not limited to Braille large print, open and closed captioned, audio or an electronic file. An electronic file must be compatible with at least one alternative format conversion software program that is appropriate to meet the needs of the individual student.
- C. The plan shall:
  - 1. give preference in the purchase of instructional materials to those vendors who agree to provide such instructional materials in alternative formats for students with disabilities;

POLICY

Draft 9/16/2020  
8500

INSTRUCTION

Policy is Required

SPECIAL EDUCATION PROGRAMS AND SERVICES

2. specify, when an electronic file is provided, how the format will be accessed by students and/or how the district will convert to an accessible format;
3. specify the process to be used when ordering materials to identify the needs of students with disabilities residing in the district for alternate format materials;
4. specify ordering timelines to ensure that alternative format materials are available at the same time as regular format materials are available; and
5. include procedures so that when students with disabilities move into the school district during the school year, the process to obtain needed materials is without delay.

V. The Committee on Special Education (CSE) <sup>and the Committee on Special Education (CSE)</sup> ~~is~~ <sup>are</sup> responsible for making recommendations to the Board of Education regarding the identification and placement of students with disabilities.

A. <sup>and CSE</sup> The CSE will convene periodically in accordance with federal laws and regulations to identify and review each student's IEP and, if necessary, to make further recommendations to the Board of Education.

B. <sup>and CSE</sup> The CSE will develop strategies to ensure the successful application of a student's IEP and to ensure that the student's IEP remains confidential and is not disclosed to any person except in accordance with the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act, and applicable regulations.

1. <sup>and CSE</sup> The CSE shall ensure that each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the implementation of a student's Individualized Education Program (IEP) is given a copy of such student's IEP prior to the implementation of such program.

2. Other service providers (such as certain teachers, assistants, and support staff persons) who will not receive a copy of the IEP, but who have direct contact with a disabled student shall be given information of the specific accommodations relevant to their contact with such student.

<sup>for the chairperson of the CSE,</sup> The Chairperson of the CSE shall designate a professional employee of the district with knowledge of the student's disability and the education



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8500

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Policy is Required

SPECIAL EDUCATION PROGRAMS AND SERVICES

program to, prior to the implementation of the student's IEP, inform each such teacher, assistant and support staff person of his or her responsibility relating to the implementation of the IEP and the specific accommodations, modifications and support that must be provided.

- VI. Parents of students with disabilities and their children shall be provided with notice of the procedural safeguards available to them and their children. The district will use the procedural safeguard notice prescribed by the Commissioner of Education and make the notice available in the manner prescribed by the Commissioner's Regulations. Students with disabilities and their parents will be afforded the procedural safeguard rights set forth in the notice.
- VII. Each parent or person in parental relation shall be notified upon enrollment or attendance of their child, that state and federal law provides them with rights regarding referral and evaluation of their child for the purposes of special education services or programs. The district will provide the parent or person in parental relations a copy of procedural safeguards pertaining to special education at the time of enrollment. The notification will also include the name and contact information of the Committee on Special Education chairperson or other appropriate special education administrator.

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Oneida City School District

Legal Ref: § NYCRR ~~Part~~ § 200; 34 CFR § 300, 20 U.S.C. Section § 14 et seq. (IDEA);  
NYS Education Law § 4401 et seq; Chapter 408 of the Laws of 2002.

Cross Ref: Policy #8502, Programs for Students with Disabilities Under Section 504 of the  
Federal Rehabilitation Act of 1973 Policy; Family Educational Rights and Privacy  
Act of 1974(FERPA) Policy #1005, Discipline of Students with Disabilities  
Under IDEA and Article 89.

Adopted: 11/12/02  
Revised: 01/17/17, \_\_\_\_\_

*(Procedures and practices that ensure equitable opportunities for students to receive supportive interventions that enable them to be successful in the general education environment)*

# Policy

INSTRUCTION

Draft 9/16/2020  
8501

## PREREFERRAL AND DECLASSIFICATION TEAMS

- I. The Oneida City School District (~~the District~~) recognizes the need for a school-wide approach to prereferral intervention in order to remediate a student's performance prior to referral to the Committee(s) on Special Education. In accordance with Section 200.2(b)(7) of the Commissioner's Regulations, the District supports the establishment of building level, multidisciplinary Student Assistance Teams (SAT).
  - A. The composition of each team may include, but is not limited, to guidance counselor(s), social worker(s), psychologist(s), nurse(s), speech/language therapists, special education teacher(s), remedial teacher(s) and classroom teacher(s). The Building Administrator or his/her designee shall serve as a member of the team.
  - B. The team will document what intervention strategies that are recommended for implementation; and will review and consider any existing evaluation information and services currently being provided by the District such as AIS (Academic Intervention Services) and ~~LEP (Limited English Proficiency)~~ ELL (English Language Learners) services. Written parental consent shall be required for any assessments recommended by the teams.
  - C. The team will develop a written plan on a form prescribed by the District. The team will ensure that the plan is communicated to all necessary instructional and support staff members.
- II. Upon ~~declassification~~ of a student, a referral to the team for the review of the provision of educational and support services shall be made. The team shall establish a timeframe for the periodic review of each student referred to the team. It is recommended that this review occur at least once during the year following declassification. Such review shall incorporate consideration of continuance or modification of the educational and support services the child is receiving.

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Oneida City School District  
 Legal Ref: § NYCRR § 200.2(b)(7) and (8)  
 Adopted: 02/13/01  
 Revised: 01/17/17,

*(actions taken to remove a student from special education services and may or may not include the continuation of programs, modifications and/or testing accommodations)*



## INSTRUCTION

### PROGRAMS FOR STUDENTS WITH DISABILITIES UNDER SECTION 504 OF THE FEDERAL REHABILITATION ACT OF 1973

#### I. Introduction

- A. It is the responsibility of the Oneida City School District (the District) to identify and evaluate students with disabilities who, within the intent of Section 504 of the Rehabilitation Act of 1973, need special services or programs in order that such students may receive the required free appropriate education. A free appropriate education consists of regular or special education and related aids and services that are designed to meet the disabled student's needs as adequately as the needs of nondisabled students are met. Each qualified student within the ~~Oneida City School~~ District who is eligible to receive regular or special education or related aids or services, regardless of the nature or severity of the condition necessitating such programs or services, shall receive a free appropriate education in the District.
- B. For purposes of this policy, a student who may need special services or programs within the intent of Section 504 is one who:
1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g., learning); or
  2. Has a record of such impairment; or
  3. Is regarded as having such impairment.
- C. Students may be eligible for services under the provisions of Section 504 even though they do not require services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400 et seq. (IDEA) and Article 89 of the New York Education Law and part 200 of the State Commissioner's regulations which implement the IDEA. Students who are identified as disabled individuals with exceptional needs, according to IDEA criteria, are not addressed under this policy. The needs of such students are met through the Committee on Special Education (CSE) and its policies and procedures and under the applicable state and federal laws and regulations.

#### II. Identification and Referral Procedures

- A. Any student who needs or is believed to need special education or related services not available through existing programs in order to receive a free appropriate public education may be referred by the student's parent or guardian, a teacher, or other certified school employee to the designated Section 504 Committee (504

## INSTRUCTION

PROGRAMS FOR STUDENTS WITH DISABILITIES  
UNDER SECTION 504 OF THE FEDERAL REHABILITATION ACT OF 1973

Committee) for identification and evaluation of the student's individual education needs.

- B.
  - 1. All decisions involving placements of children protected under Section 504 must be made by a group of individuals, including persons knowledgeable about the child, the meaning of the evaluation data and the placement options.
  - 2. Subject to the sole discretion of the Board of Education (the Board), the CSE may be designated as the 504 Committee.
- C. Members of the 504 Committee will be encouraged to participate in training sessions and to provide in-service workshops so that others can be made more knowledgeable of disabilities, needs and law and regulations in this area.
- D. The 504 Committee will consider the referral and, based upon a review of the student's existing records, including academic, medical, social, and behavioral records, make a decision as to whether an evaluation under this program is appropriate. If a request for evaluation is denied, the 504 Committee will inform the parent or guardian of this decision and of their procedural rights.

III. Evaluation

- A. Evaluation of the student and formulation of a plan of services will be carried out by the 504 Committee according to the following procedures:
  - 1. The 504 Committee will evaluate the nature of the student's disability and the impact of the disability upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation of a student who otherwise meets the criteria (such as age) for participation in the educational program and/or activities. It shall also consider aptitude and achievement tests, teacher reports and recommendations, the student's physical condition, social or cultural background and adaptive behavior.
  - 2. No final determination of whether the student will or will not be identified as disabled within the meaning of Section 504 will be made by the 504 Committee without first inviting the parent or guardian of the student to participate in a meeting concerning such determination.
  - 3. A final decision will be made by the 504 Committee in writing, and the parents or guardian of the student shall be notified of the Section 504



## INSTRUCTION

PROGRAMS FOR STUDENTS WITH DISABILITIES  
UNDER SECTION 504 OF THE FEDERAL REHABILITATION ACT OF 1973

procedural safeguards available to them, including the right to an impartial hearing and review.

IV. Plan for Services

- A. For a student who has been identified as disabled within the meaning of Section 504 and in need of special education or related aids and services, the 504 Committee shall be responsible for determining what special services are needed.
- B. In making such determination, the 504 Committee will consider all available relevant information, drawing upon a variety of sources, including, but not limited to, comprehensive assessments conducted by the District's professional staff and/or the CSE.
- C. The parents or guardian will be invited to participate in 504 Committee meetings where services for the student will be determined, and will be given an opportunity to examine all relevant records.
- D. The 504 Committee will develop a written plan describing the disability and the special education or related services needed. The plan will specify how the regular or special education and related aids and services will be provided, and by whom.
- E. The 504 Committee may also determine that no special education, related services or accommodations are appropriate. If so, the record of the 504 Committee proceedings will reflect the identification of the student as a disabled person and will state the basis for the decision that no special services are presently needed.
- F. A disabled student will be placed in the regular educational environment of the District, with the use of supplementary aids and services, unless the 504 Committee demonstrates that such placement cannot be achieved satisfactorily. The disabled student will be educated with those who are not disabled to the maximum extent appropriate to the individual needs of the student. However, appropriate consideration must be given to the impact of a student with a disability on the education of other students in the general or special education class when making placement decisions.
- G. The 504 Committee will notify the parents or guardian in writing of its final decision concerning the services to be provided.
- H. If a plan for related services is developed, all school personnel who work with the student will be informed of the plan.

## INSTRUCTION

PROGRAMS FOR STUDENTS WITH DISABILITIES  
UNDER SECTION 504 OF THE FEDERAL REHABILITATION ACT OF 1973V. Review of the Student's Progress

The 504 Committee will monitor the progress of the disabled student and the effectiveness of the student's education plan annually to determine whether special education, related services or accommodations are appropriate and necessary, and that the disabled student's needs are being met as adequately as the needs of the nondisabled students. Prior to any subsequent significant change in placement, a comprehensive reevaluation of the student's needs will be conducted.

VI. Procedures

- A. The parents or guardian will be notified in writing of all ~~Oneida City School District~~ decisions concerning the identification, evaluation, or educational placement of students made under this policy.
- B. The parents or guardian will be notified that they may examine relevant records.
- C. As to such decisions by the ~~Oneida City School District~~, the parents or guardians shall have the right to an impartial hearing (Section 504 due process hearing). In the notification of any District decision concerning identification, evaluation, or placement, the parents or guardian will be advised that:
  1. A request for a Section 504 due process hearing must be made in writing and filed with the Superintendent of Schools within thirty (30) days of notice of the determination to be reviewed.
  2. The hearing shall be held by a person to be designated by the Board of ~~Education~~.
  3. The parent or guardian shall be permitted to participate in the hearing and shall be allowed to summon witnesses and to present other evidence on behalf of the student.
  4. The parent or guardian shall be permitted to be represented by counsel at the hearing.
  5. Compliance with technical rules of evidence shall not be required at the hearing.
- D. If a state due process hearing has been or will be held under the IDEA concerning issues relevant to the Section 504 proceeding, a hearing officer qualified as to



## INSTRUCTION

PROGRAMS FOR STUDENTS WITH DISABILITIES  
UNDER SECTION 504 OF THE FEDERAL REHABILITATION ACT OF 1973

- IDEA and Section 504 proceedings may preside in a joint hearing. The issues for either IDEA or Section 504 determination shall be clearly defined at the outset, and determinations by the hearing officer shall be separate and distinct.
- E. If both the parents or guardian and the ~~Oneida City School~~ District agree that the student is not eligible for special education under the IDEA, neither party is required to exhaust administrative proceedings under the IDEA prior to the holding of a Section 504 due process hearing.
- F. The hearing officer shall render a decision. The parents or guardian shall be notified in writing of the decision. Either party may seek review of the decision of the Section 504 hearing officer by a court of competent jurisdiction as authorized by law.
- G. The parties abide by the decision of the Section 504 hearing officer unless the decision is appealed to a court of competent jurisdiction and the decision is stayed by the court.

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**Oneida City School District**

Legal Ref: Rehabilitation Act of 1973, 29 USC Section § 794 et seq. (Section § 504);  
Memorandum NYS Education Department from Kathy Ahearn, Lawrence  
Gloeckler and Arthur Walton, November 1993; Memorandum U.S. Department of  
Education to Regional Civil Rights Directors from Jeanette Lim, April 29, 1993

Cross Ref: ~~0015, Equal Opportunity and NonDiscrimination Policy~~ Equal Opportunity and  
Prohibition of Discrimination and Harassment Including Sexual Harassment

Adopted: 09/12/95

Readopted: 07/13/98

Revised: 01/17/17, \_\_\_\_\_

## INDEPENDENT EDUCATIONAL EVALUATIONS

- I. The Oneida City School District has established the following policy on independent educational evaluations for district children with disabilities or for district children who are referred to the Committee on Special Education because they are suspected of having an educational disability and may, therefore, be in need of special education.
- II. Parents of children with disabilities or suspected disabilities have the right under Federal and State regulations to obtain an independent evaluation at public expense under certain conditions. Regulatory standards are outlined in New York State Regulations of the Commissioner of Education, Part 200.5 (g)(1)(i). Additionally, the Federal Regulations (34 Code of Federal Regulations (CFR) 300.503) specify requirements for an independent evaluation.
- III. The purpose of this policy and the ensuing regulation(s) is to explain the rights of parents of children with disabilities, or for children who have been referred to the Committee on Special Education because they are suspected of having an educational disability and being in need of special education services, of their rights to an independent educational evaluation, and of the rights of parents and the responsibilities of the school district with regard to independent evaluations, and to avoid any misunderstandings.

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Oneida City School District

Legal Ref.: 8 NYCRR § 200.1(z) & (ii); ~~8 NYCRR §~~ 200.5 (g); Commissioner's Decision No. 12, 822; January 2002 Filed Memorandum from Rita D. Levay, State Education Department.

Cross Ref.: 8506, Selection, Appointment & Compensation of Impartial Hearing Officers

Adopted: 01/17/17

Revised: \_\_\_\_\_

# Policy

INSTRUCTION

Draft 9/16/2020  
8302

Not Required DELETE

## REGENTS TESTING OPTIONS

School boards are responsible for adopting testing programs which comply with the regulations of the Commissioner of Education and are consistent with the educational philosophy and goals of the School district.

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Oneida City School District

Legal Ref: 8NYCRR § 100.5(a)(4), Schools Executive Bulletin, Office of Elementary, Secondary, and Continuing Education, State Education Department, June/July 1996 – Regents Passing Mark for Non-Regents Student – English, Math, Social Studies – 55 until the entering 9<sup>th</sup> grade class of September 2000

Adopted: 10/14/97

Revised: 05/17/16

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: MONROE ONE EDUCATIONAL SERVICES – TUTORING AGREEMENT**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education reviews and approves the Tutoring Agreement between Oneida City School District and Monroe One Educational Services for the 2021-2022 school year as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Tutoring Agreement between the OCSD and Monroe One Educational Services for the 2021-2022 school year as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_





**monroe one**  
EDUCATIONAL SERVICES

RECEIVED  
AUG 26 2021

**Tom Foster**  
Tutoring Services  
Coordinator

BY:

August 20, 2021

Dear School Leader,

In past school years, your district has contracted with Monroe #1 BOCES to provide tutoring service to students admitted to Golisano Children's Hospital at Strong, the Healing Connection, the Healing Connection residential, the LIFE program at the Villa of Hope or Golisano Restorative Neurology & Rehabilitation Center at Unity. The agencies require permission from districts before BOCES tutoring can be involved with patients due to HIPPA regulations.

In consideration of our previous relationship, we would like to provide you an opportunity to establish prior approval for service to students from your district who become patients in these agencies. Monroe #1 BOCES has a long-standing relationship with Golisano Children's Hospital, Healing Connections, the LIFE program and Golisano Restorative Neurology & Rehabilitation Center. We have on-site tutors which ensure timely services to your students. Having a collaborative relationship with the treatment teams allows for flexibility and consistency in developing an educational plan to meet each student's individualized needs.

If your district would like to expedite the process of providing tutoring to your students through Monroe #1 BOCES, please sign and return the attached form to Attn: Bonnie Eaton via USPS (address below) or email [Bonnie\\_Eaton@boces.monroe.edu](mailto:Bonnie_Eaton@boces.monroe.edu) by September 5, 2021. This approval will create a seamless transition for tutoring services to be delivered to your students who are dealing with serious health issues. Once students are admitted to any of the agencies listed above your district will be contacted to complete a request for services and cross contract if necessary for the specific student. You will have the opportunity to confirm each student's service as they are admitted into one of these agencies.

If you have any questions, please contact me at 585-383-6635. Thank you for your consideration in this matter. We look forward to serving your students.

Sincerely,

Tom Foster

**BLANKET REQUEST FOR TUTORING SERVICES**  
2021-2022 ACADEMIC YEAR

Approval for Monroe #1 BOCES Tutoring for all students who are admitted to **The Healing Connection day-treatment and residential programs, The LIFE House at the Villa of Hope, Golisano Children's Hospital at Strong or Golisano Restorative Neurology & Rehabilitation Center at Unity.**

<b>DISTRICT OR PROGRAM APPROVAL FOR SERVICE REQUEST</b>	
School District/Program: ONEIDA CITY SCHOOL DISTRICT PO BOX 327 565 SAYLES STREET ONEIDA, NY 13421	Service Request Approval Date: 10/12/2021  2021-2022 school year (if needed)
<b>District or building administrator who has approved this request for services</b>	
Administrator/Title: Matthew T. Carpenter Superintendent of Schools Administrator Signature:	Address: ONEIDA CITY SCHOOL DISTRICT PO BOX 327 565 SAYLES STREET ONEIDA, NY 13421  Telephone/Fax: Email: 315-363-2550 Fax 315-363-6728 mcarpentev@oneidacsd.org
<b>SERVICE INFORMATION</b>	
<b>Requested Service Start Date:</b> September 5, 2021	<b>Requested Service End Date:</b> June 25, 2022
<b>Service Delivery Location and service hours per day:</b> Golisano Children's Hospital at Strong, Rochester NY - 2 hrs/day Golisano Restorative Neurology & Rehabilitation Center at Unity - 2 hrs/day The Healing Connection programs, Rochester or Pittsford - 2.5 hrs/day LIFE Program, Rochester NY - 2.5 hrs/day	

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: TEXTBOOK FOR REVIEW AND APPROVAL**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the Oneida High School textbook as submitted.

Title:	<u>Global History and Geography</u>
Publisher:	Pearson
Copyright date:	2020
Grade Level:	10 <sup>th</sup> /11 <sup>th</sup> Grade
Textbook to be used by:	Credit Recovery Global 10
Copies needed:	10

**RECOMMENDED ACTION**

**Motion to approve the Oneida High School textbook as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



Oneida City School District  
Oneida, NY 13421

Request for New Textbook

Title: Global History + Geography

Copies Needed: 10

Author or Editor: Steven A. Goldberg

Publisher: Pearson

Copyright date: 2020 Latest revision date: NA

Price: \_\_\_\_\_

Textbook to be used by: Credit Recovery Global 10

Grade level: 10/11

Readability Review

Reviewer: \_\_\_\_\_

Reading level: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendations for use:

\_\_\_\_\_  
\_\_\_\_\_

Selector Review

Reviewer: \_\_\_\_\_

Representing: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

How will this text be used?

\_\_\_\_\_  
\_\_\_\_\_

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<u>✓ / 1</u>	<u>M. Kelly</u>	<u>9/27/21</u>
Principal	<u>✓ / 1</u>	<u>B. Gully</u>	<u>9/24/21</u>
Curriculum Coordinator	<u>✓ / 1</u>	<u>G. Trin</u>	<u>9/24/21</u>
Superintendent	<u>✓ / 1</u>	<u>Matthew C. A.</u>	<u>9/30/21</u>

Board of Education

Date of Meeting: \_\_\_\_\_



Fry Readability

Textbook: Global History & Geography

1<sup>st</sup> 100 Words: pg# 1  
# sentences= 6  
# syllables= 149

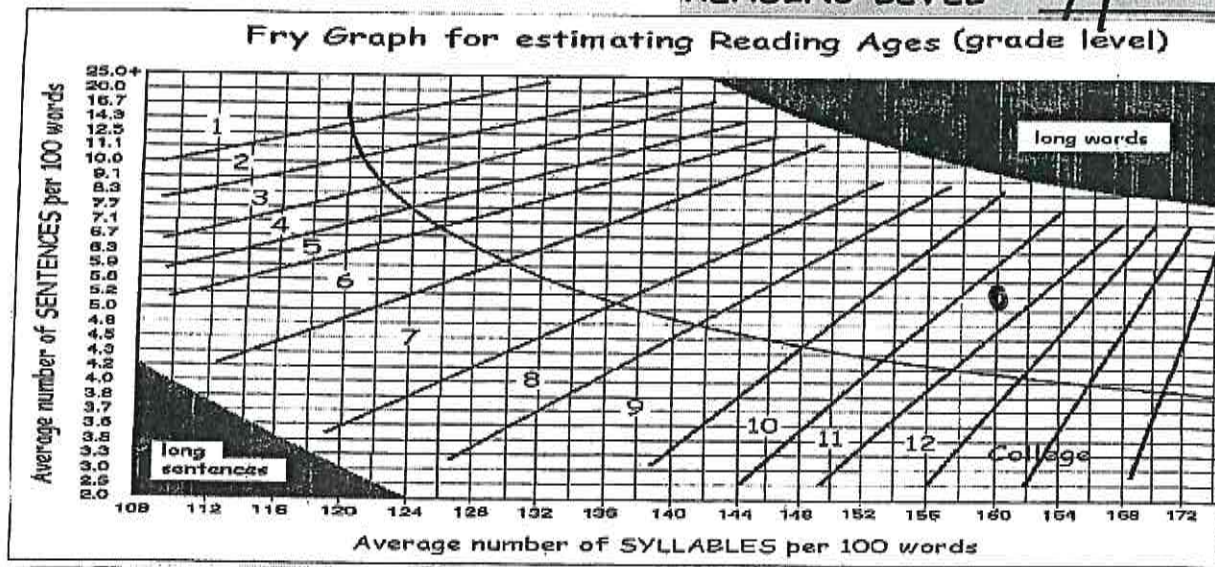
2<sup>nd</sup> 100 Words: pg# 186  
# sentences= 4.5  
# syllables= 158

3<sup>rd</sup> 100 Words: pg# 261  
# sentences= 5  
# syllables= 174

Avg. # Sent. = 5.2

Avg. # Syllables = 160

READING LEVEL = 11



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: USER AGREEMENT: ACADIANCE**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the User Agreement between the Oneida City School District and Acadiane as submitted.

**RECOMMENDED ACTION**

**Motion to approve the User Agreement with Acadiane as submitted.**

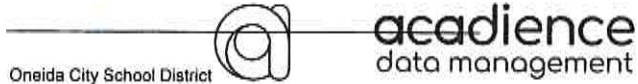
**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



**Use Agreement**  
**Acadience® Data Management**  
<https://acadiencelearning.net/>



Customer Name: Oneida City School District

Customer Purchase Order No.: \_\_\_\_\_  
Use Agreement No.: \_\_\_\_\_

The school, school district, or other educational agency identified above (“Customer”) may use the Acadience Learning Inc. (“ALI”) Acadience Data Management system (“ADM”) as set forth below in this Use Agreement (“Agreement”).

1. **Subscription to ADM.** Customer has issued the Customer Purchase Order No. identified above (“Initial Purchase Order”) for the use of ADM. This Agreement constitutes Customer’s subscription to use, and grants to Customer the right to use, ADM for the number of ADM student licenses, and for the period or term, specified in the Initial Purchase Order and in any subsequent purchase orders expressly made subject to this Agreement by reference to the Use Agreement No. set forth above (“Subsequent Purchase Orders”). The term of this Agreement (“Term”) commences on the beginning of the first academic or school year, or other relevant period, set forth in the Initial Purchase Order and will expire at the end of the latest academic or school year (or other relevant period) set forth in the Initial Purchase Order and any Subsequent Purchase Orders, unless earlier terminated as provided in this Agreement.

2. **Scope.** During the Term, Customer may enter into ADM data relating to students, Acadience assessments, and other assessment or educational data (“Customer Data”). All Customer Data is the property of Customer, is controlled by Customer, and will be accessible to Customer during the Term (including for purposes of deletion and modification pursuant to Section 4 below ) and during the Export Period (as provided in Section 8 below). Customer Data is available to ALI only for the purposes described in Section 3 of this Agreement, and in no event will ALI (a) use Customer Data to target advertising to students; (b) use Customer Data to amass a profile of a student, except as necessary to provide the ADM service to Customer; (c) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (d) otherwise release or disclose Customer Data except as described in this Agreement.

3. **Purposes.** The purposes of this Agreement are (a) to provide Customer access to and use of ADM for the number of student licenses during the Term as provided above in Section 1; (b) to provide ALI with access to and use of Customer Data as necessary to provide the ADM service to Customer; and (c) to allow ALI, during the Term and following termination of this Agreement, to access, analyze, and otherwise use Research Data (as that term is defined below in this Section 3) for “Research Use” (as that term is also defined below in this Section 3) but only in compliance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated thereunder in 34 CFR Part 99. As used in this Agreement, “Research Data” includes Customer Data from which ALI has removed all “personally identifiable information” as defined in 34 CFR § 99.3 (“PII”), thereby creating “de-identified” Research Data that may be used for Research Use consistent with the provisions of 34 CFR § 99.31(b). For clarity, as used in this Agreement, “Customer Data” does not include “Research Data”. During the Term, and following expiration of the Term or earlier termination of this Agreement, ALI may use Research Data for or in connection with research, development, and related purposes, including but not limited to publishing technical reports and articles, conducting training, and engaging in further research and development activities (collectively, “Research Use”).

4. **Customer Correction or Deletion of Data.** Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the Term using the correction and deletion tools available to Customer through ADM. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer. During the Term Customer may also request that ALI delete all Customer Data containing “personally identifiable information” as that term is defined in 34 CFR § 99.3 (“PII”), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, ALI will honor that request as soon as is reasonably practicable. Customer acknowledges and agrees that in the event that any Customer Data is altered or deleted as provided in this Section 4, the usefulness and functionality of the Service may be reduced and any reduction in functionality or usefulness that results from the deletion of Customer Data, at Customer’s request, shall under no circumstances constitute a breach of this Agreement.

5. **Security and Protection of Student Data.**

(a) ALI will protect the confidentiality of Customer Data entered into ADM as required of ALI by the applicable State and USE AGREEMENT (ACADIENCE® DATA MANAGEMENT)



Federal laws governing student privacy. ALI agrees to comply with the requirements set forth in the Family Educational Rights and 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-1** are the terms of the DATA PRIVACY PLAN AND PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY which are applicable to this Agreement pursuant to Education Law Section 2-d. Without limiting the generality of the foregoing, ALI will adhere to the following security procedures: (i) Customer Data will be stored in one or more password-protected servers located in the United States; (ii) ALI will provide Customer with one or more ADM accounts and associated passwords that are distinct from the accounts for other users of ADM and that allow Customer's personnel to access Customer Data through ADM; (iii) internet transfers of Customer Data between Customer and ADM will occur only through encrypted protocols; (iv) data will be encrypted while at rest; (v) all ALI staff with access to CustomerData containing PII will undergo background checks and receive training in data security and confidentiality; and (vi) backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States and, unless otherwise required by a court order, subpoena, or similar legal or administrative proceeding or ALI's document retention policy, will be destroyed upon the earliest of (A) ALI receiving a request from Customer to delete such Customer Data; (B) shortly following the expiration of the Export Period (as provided below in Section 8); or (C) ALI performing a scheduled deletion of backups.

(b) During its use of ADM, Customer will use ADM in accordance with applicable specifications and documentation provided or made available to Customer by ALI, which may be periodically updated by ALI ("Documentation"), and will comply with all applicable laws and industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access ADM. Customer further agrees to maintain adequate training and education programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Customer's privacy, data protection, confidentiality and information security practices.

(c) Customer represents and warrants that Customer has obtained all necessary permissions to disclose the Customer Data to ALI. Customer will be bound by any terms of use, privacy statements, and other agreements regarding the use of ADM between Customer and ALI (collectively, "Ancillary Agreements"). Customer (including any of Customer's employees, contractors or other agents) may not and will not: (i) assign, license, sublicense, transfer, pledge, or otherwise transfer all or any of Customer's rights under this Agreement; (ii) access the source code for or reverse assemble, reverse compile, reverse engineer, cross compile or otherwise adopt, translate or modify ADM; (iii) enter data into ADM for more than the number of students for which current student licenses are purchased by Customer under the Initial Purchase Order or Subsequent Purchase Orders.

6. **Re-disclosure of Customer Data Containing PII.** ALI will only re-disclose Customer Data containing PII: (a) at the request of Customer; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes described in ALI's most current privacy statement applicable to ADM, or as otherwise permitted by both federal law and the law of Customer's state. To request that ALI re-disclose Customer Data containing PII pursuant to this Section 6, Customer must fill out a Data-Sharing Addendum (an "Addendum") that specifically names recipients that Customer desires ALI to re-disclose Customer Data to on behalf of Customer ("Authorized Recipients"). In completing and submitting an Addendum to ALI, Customer acknowledges, affirms, and certifies that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. ALI will re-disclose Customer Data to Authorized Recipients on behalf of Customer through ADM access or as otherwise requested by Customer and agreed to by ALI, in its sole discretion.

7. **Security Breach Notifications.** If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to ADM (a "Security Breach"), the party discovering the Security Breach will inform the other party in writing within twenty-four (24) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If Customer elects to or is required by law any governmental agencies or individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications.

8. **Termination; Effect of Termination.** This Agreement will terminate on the earlier of the expiration of the Term or as otherwise described in this Section 8. Either party may terminate this Agreement upon thirty days' written notice to the other party if the other party is in material breach of the other party's obligations under this Agreement, the Initial Purchase Order or Subsequent USE AGREEMENT (ACADIENCE® DATA MANAGEMENT)



Purchase Orders, or any Ancillary Agreement (and, for this purpose, a material breach includes, but is not limited to, failure to make a payment as and when required); provided, that the party in breach shall be given thirty (30) days to cure the breach. However, ALI may terminate this Agreement immediately upon written notice to Customer (without a cure period) if Customer is in breach of Section 5(c) above, or if ALI reasonably believes that Customer has misappropriated or materially damaged or jeopardized ADM or ALI's Intellectual Property Rights (as defined below in Section 9) in ADM. Upon expiration of the Term or earlier termination of this Agreement, Customer will immediately cease using ADM except that, for a period of one hundred twenty (120) days following the expiration of the Term or earlier termination of this Agreement, Customer may export its Customer Data ("Export Period") by using the export tools available to Customer through ADM. During the Export Period, Customer will continue to be bound by the terms and conditions set forth herein regarding access to and use of ADM. Upon expiration of the Export Period: (a) Customer will not enter Customer Data into ADM, produce or export any reports or data sets from ADM, or otherwise access or use ADM; (b) ALI will delete all Customer Data that contains PII from its live and backup servers as soon as is reasonably practicable; and (c) ALI may use Research Data following expiration of the Term or earlier termination of this Agreement, as provided above in Section 3. The provisions of Sections 3, 8, 9, 10, and 11 will survive the expiration or termination of this Agreement.

9. **Intellectual Property.** ALI owns and retains all right, title, and interest in and to ADM and all Intellectual Property Rights (as defined below in this Section 9) embodied therein and related thereto, and nothing in this Agreement shall be interpreted or construed to transfer any right, title, or interest in or to ADM, or the Intellectual Property Rights in ADM, to Customer. As used in this Agreement, the phrase "Intellectual Property Rights" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights and moral rights, trade secrets, patent rights, mask work rights, rights in inventions, trademarks, trade names and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

10. **Limited Warranty and Exclusions.** ALI represents and warrants to Customer that ADM, when properly used and operated, will conform in all material respects to ALI's Documentation. As ALI's sole obligation, and Customer's exclusive remedy, in the event of any breach of the foregoing warranty, ALI shall make reasonable efforts to repair or replace ADM so that it conforms as warranted. The limited warranty set forth in this Section 10 shall not apply in the event that a nonconformity results from (a) a modification to ADM not approved by ALI, (b) Customer's misuse of or damage to ADM, (c) third party supplied software or equipment that has not been certified by ALI as compatible with ADM, (d) upgrades or updates to third-party supplied software or equipment not certified by ALI as compatible with ADM, or (e) Customer's failure to meet its obligations under Section 7.

EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ALI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. CUSTOMER AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ALI, AND ALI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, THAT THE OPERATION OF ADM WILL BE ERROR-FREE, OR THAT THE CUSTOMER DATA WILL BE FREE FROM CORRUPTION OR LOSS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALI MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCURACY OF INFORMATION AND DATA GENERATED BY CUSTOMER'S USE OF ADM, NOR REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF CUSTOMER'S EXISTING DATA. NO ACTION AGAINST ALI FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 120 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT.

11. **Limitation of Liability.** IN NO EVENT WILL ALI BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY OR PERSON FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, REPLACEMENT COSTS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF ADM, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, BREACH OF DUTY, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, ALI'S CUMULATIVE LIABILITY FOR ANY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT AND ADM WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER AS PROVIDED IN THE INITIAL PURCHASE ORDER OR SUBSEQUENT PURCHASE ORDERS WITHIN ONE YEAR IMMEDIATELY PRECEDING THE CUSTOMER'S WRITTEN NOTICE TO ALI OF SUCH CLAIM OR DAMAGES.

12. **Partial Invalidity; Conflicting Terms.** If any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. In the event that the a term or condition set forth the Initial Purchase Order or Subsequent Purchase Orders conflicts with a term or condition contained in this Agreement, the provisions of this Agreement will control unless ALI agrees in writing that the conflicting provision in

the Initial Purchase Order or any Subsequent Purchase Orders controls.

ACCEPTED and AGREED to by ALI effective as of May 4, 2021, by:

/s/ Roland Good

Roland H. Good III, Ph.D., President  
Acadience Learning Inc.  
<https://acadiencelearning.org>

phone: 541-431-6931  
fax: 866-211-1450  
e-mail: [info@acadiencelearning.org](mailto:info@acadiencelearning.org)



AGREED to by the undersigned Customer on August 16, 2021,  
(Month and Day) (Year)

CUSTOMER AGENCY:

\_\_\_\_\_  
(Signature of Representative Executing Use Agreement)

**Matthew T. Carpenter**

**Superintendent**

\_\_\_\_\_  
(Print Name of Representative Executing Use Agreement)

\_\_\_\_\_  
(Title of Representative)

\_\_\_\_\_  
(Print name of Customer School District, Private School, or Multi-School Agency)

**Oneida City School District**

\_\_\_\_\_  
(Mailing Address)

**565 Sayles Street**

**New York**

**13421**

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State or Province)

\_\_\_\_\_  
(Zip or Postal Code)

**United States**

\_\_\_\_\_  
(Country)

**315-363-2550**

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Agency - NCES ID, if applicable)

CUSTOMER ACCOUNT MANAGER - The person listed below is the Customer Account Manager who will receive the initial username and password needed to log in and will have full administrative access to the account:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State or Province)

\_\_\_\_\_  
(Zip or Postal Code)

\_\_\_\_\_  
(Country)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Staff ID)

DATA PRIVACY PLAN AND  
PARENTS' BILL OF RIGHTS FOR  
DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Acadience Learning Inc. agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here: <http://web2.moboces.org/districtpolicies/?public=oneidacsd>
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Paragraph 3 of the Contract only for the term of the Contract as set forth in Paragraph 1.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
  - a. PII data will be protected using encryption while in motion and at rest by Customer Data will be stored in one or more password-protected servers located in the United States; internet transfers of Customer Data between Customer and ADM will occur only through encrypted protocols; (iv) data will be encrypted while at rest

PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by one or more password-protected servers located in the United State; backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States

B) The security of this data will be ensured by [ALI will comply with all applicable laws and industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access ADM.].



- C) Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [Servers are maintained in a secure environment requiring keycard access by authorized individuals.]
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
- a. By initialing here LA Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
- b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL "MANAGE RELATIONSHIPS"]
6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: all ALI staff with access to Customer Data containing PII will undergo background checks and receive training in data security and confidentiality
7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically,  
Customer may export its Customer Data ("Export Period") by using the export tools available to Customer through ADM. Upon expiration of the Export Period:  
(b) ALI will delete all Customer Data that contains PII from its live and backup servers as soon as is reasonably practicable
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by [ Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the Term using the correction and deletion tools available to Customer through ADM. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer.]
10. The Contractor shall take the following steps to identify breaches or unauthorized

releases of PII and to notify the District upon learning of an unauthorized release of PII. [If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to ADM (a "Security Breach"), the party discovering the Security Breach will inform the other party in writing within twenty-four (24) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If Customer elects to or is required by law any governmental agencies or individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications. - below are minimum requirements]

- a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
- b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
- c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

The District shall publish this contract addendum on its website.

Roland Good

Vendor Signature

President

Acadiance Learning Inc.

9/21/21

Date

Matthew Lopez 9/21/21

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: AGREEMENT FOR ATHLETIC TRAINING SERVICES**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the Agreement for Athletic Training Services between the Oneida City School District and Oneida Medical Practice, PC as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Agreement for Athletic Training Services as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A\_\_\_\_ N\_\_\_\_



## AGREEMENT FOR ATHLETIC TRAINING SERVICES

**THIS AGREEMENT** (“Agreement”) is made as of July 15, 2021 between **ONEIDA CITY SCHOOL DISTRICT** (the “School District”) having its principal offices at 565 Sayles Street, Oneida NY 13421, and Oneida Medical Practice, PC (the “Practice Group”), having an office at 321 Genesee Street, Oneida NY 13421.

### RECITALS

Practice Group is developing a sports medicine practice and makes such services available to school districts.

In furtherance of that goal, Practice Group has offered to provide sideline medical services on-site at the School District for its remaining home football games (J.V. and Varsity) through the head of its sports medicine practice group, Dr. Mohammad Kahlid.

District agrees that securing the safety of its student athletes is its primary purpose in entering into this agreement and wishes to secure such services from Practice Group.

**IN CONSIDERATION THEREOF**, of the covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

#### **Section I. Description of the Services**

Services to be provided by PRACTICE GROUP are as follows:

1. On-site sideline coverage by one appropriately-credentialed provider to assess student athletes for athletic injury and provide related first aid (“Services”);
2. Expedited access by student athletes to the Practice Group Sports Medicine team to further evaluate and provide treatment for injuries that may occur during the football games;

This Agreement obliges Practice Group and its affiliated providers to see student athletes expeditiously. However, this Agreement does not require student athletes to see or use Practice Group for treatment or follow-up evaluation and treatment. Any charges for follow-up evaluation and treatment shall be at the student athlete’s expense.

#### **Section 2. Qualifications of Practice Group**

Practice Group warrants that Dr. Kahlid and others rendering medical and medically related care through Practice Group possess and shall maintain for the duration of this Agreement appropriate licensure issued by the New York State Department of Education to perform the services.

#### **Section 3. Professional Relationship**



Any professional relationship or therapist-patient relationship is solely between the student athlete and the provider involved. The District is not to be deemed to be providing professional therapist services directly to student athletes through this agreement.

#### **Section 4. Treatment Decisions**

Decisions concerning treatment will be recommended by the Practice Group and its affiliated providers and ultimately made by the student athlete and his/her parent or guardian, and not by the District. It is understood and agreed that student athletes are free to seek treatment elsewhere.

#### **Section 5. Follow-Up Treatment**

If Dr. Khalid believes the student athlete should be seen for treatment beyond the sidelines, such a recommendation will be made and any charge incurred from seeing a doctor or undergoing diagnostic testing shall be the responsibility of the student athlete.

#### **Section 6. Compensation**

District will pay Practice Group \$24.00 per hour for the Services, based a detailed invoices provided by Practice Group, in arrears. District will pay invoices within thirty (30) days of receipt thereof.

#### **Section 7. Term**

The services required of Practice Group pursuant to this Agreement shall commence on August 1, 2021, and shall terminate on June 30, 2022.

#### **Section 8. Termination**

Either party may terminate this agreement by thirty (30) days prior written notice.

#### **Section 9. Compliance with Laws**

Practice Group agrees that, during the performance of the work required pursuant to this agreement, it and its employees and agents shall strictly comply with all local, state, and federal laws, ordinances, rules and regulations controlling or limiting in any way its actions during such performance.

Practice Group will immediately notify the District if any of the following occur:

- a. Practice Group's and/or Dr. Khalid's license to practice medicine in any jurisdiction is suspended, revoked or otherwise restricted;
- b. Practice Group's and/or Dr. Khalid's participation as a Medicare or Medicaid provider is under investigation or has been terminated; or

- c. Practice Group and/or any of its affiliated providers are convicted of a felony or crime of moral turpitude.

#### **Section 10. Indemnification**

Practice Group will indemnify and hold the District harmless, at all times during and after the term of this Agreement, from all claims, damage, liability and expense, including reasonable attorneys' fees to the extent arising from the negligent or intentional acts or omissions of Practice Group, its officers, employees, representatives or agents. The District will indemnify and hold Practice Group harmless, at all times during and after the term of this Agreement, from all claims, damage, liability and expense, including reasonable attorneys' fees, to the extent arising from the negligent or intentional acts or omissions of the District, its administrators, employees and representatives or agents.

#### **Section 11. Insurance**

The Practice Group will maintain, at its expense, for itself and any other provider affiliated with the Practice Group, such commercial general liability (including specific endorsement and coverage for sexual molestation and misconduct) and malpractice insurance necessary to ensure against any loss resulting from any act or omission, misconduct or negligence on the part of the Practice Group or its affiliated providers, relating to performance by them under the terms of this Agreement, and necessary to ensure the indemnity obligation contained in paragraph 10 of this Agreement. The policy limits shall be at least \$1,000,000 per claim and \$3,000,000 annual aggregate. The Practice group will notify the District if such insurance has been discontinued during the term of this Agreement.

#### **Section 12. Governing Law and Venue**

This Agreement is made under and shall be governed by the laws of the State of New York, without reference to its conflicts of laws' provisions. In the event that a dispute arises between the parties, venue of this resolution of such dispute shall be the County of Madison, State of New York.

#### **Section 13. Requirements of Education Law Section 2-d**

- a. Practice Group agrees that it is a third-party contractor subject to the provisions of New York State Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.
- b. Practice Group's provision of Services to the District under the terms of this Agreement will require the disclosure of personally identifiable student information (hereafter referred to as "PII") as defined by Education Law § 2-d, which includes Student Data (as defined by 8 NYCRR § 121.1(q)). Practice group shall provide the Services in a manner which protects PII in accordance with the requirements articulated under Federal, State and local laws and regulations, and any data privacy security/privacy policy adopted by the District, including but not limited to the foregoing:

- (1) Practice Group will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
  - (2) Any officers or employees of Practice Group who have access to student PII have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
  - (3) Practice Group will limit internal access to PII to those employees or subcontractors that need access to provide the Services;
  - (4) In the event Practice Group engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on Practice Group shall apply to the subcontractor;
  - (5) Practice Group will not use the PII for any other purposes than those explicitly authorized in this Agreement;
  - (6) Practice Group will not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
  - (7) Practice Group will not disclose any PII to any other party, except for authorized representatives of Practice Group to the extent they are carrying out the obligations imposed on Practice Group in this Agreement, except as follows:
    - i. with the prior written consent of the parent or eligible student athlete; or
    - ii. as required by statute or court order, so long as the Practice Group provides a notice of the disclosure to the District no later than the time the PII is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - (8) Practice Group will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the PII in its custody; and
  - (9) Practice Group will use encryption technology consistent with Education Law § 2-d and any implementing regulations.
- c. In the event that PII is accessed or obtained by an unauthorized individual, Practice Group shall provide notification to the District without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. In such a situation, the Practice Group shall follow the following process:



- (1) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of PII affected; an estimate of the number of records affected; a brief description of the Practice Group's investigation or plan to investigate; and contact information for representatives who can assist the District with additional questions.
- (2) Practice Group shall also prepare a statement for parents and student athletes which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (3) Where a breach or unauthorized release of PII is attributed to Practice Group, and/or a subcontractor or affiliate of Practice Group, Practice Group shall pay for or promptly reimburse the District for the full cost of notification to parents and student athletes of the breach.
- (4) Practice Group shall cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.
- (5) Practice Group further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and Federal and State laws for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of PII or any portion thereof. Upon request, Practice group shall provide a copy of said written incident response plan to the District.

**Section 14. Addenda**

The following Addenda are attached hereto and incorporated herein:

- a. Addendum A: School District's Parents' Bill of Rights for Data Privacy and Security
- b. Addendum B: Supplemental Information Addendum
- c. Addendum C: Practice Group's Data Security and Privacy Plan

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties have duly executed this agreement intending to be legally bound.

**ONEIDA CITY SCHOOL DISTRICT**

Date:

By: \_\_\_\_\_  
Matthew Carpenter, Superintendent of Schools

**PRACTICE GROUP**

Date: 9/23/2021

By: Gene F. Morreale  
Gene F. Morreale, Secretary

**ADDENDUM A**  
**ONEIDA CITY SCHOOL DISTRICT**  
**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 7061. 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, firewall s, 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.pl2.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> 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.



**ADDENDUM 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 PRACTICE GROUP (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Oneida City School District (the “School District”) commencing on August 1, 2021 and expiring on June 30, 2022(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 Part 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 a mutually agreeable format 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 by the 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 at 357 Genesee Street, Oneida, New York, 13421. 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.

**ADDENDUM C**  
**PRACTICE GROUP'S THIRD-PARTY DATA SECURITY AND PRIVACY PLAN**

[See attached PDFs]

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Policy Number: **HIPAA 1-87**

Original Date: 1/06

Revised: 9/18/17,

Reviewed: 1/12, 5/15, 10/17

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**Subject/Title: Security Management Process**

**Policy:**

**1. Risk Analysis**

- OH acknowledges the potential vulnerabilities associated with storing ePHI and transmitting ePHI inside and outside the Hospital.
- OH will assess such potential vulnerabilities by:
  - Identifying and documenting all ePHI repositories
  - Conducting periodic inventories of ePHI repositories
  - Identifying the potential vulnerabilities to each repository
- All repositories of ePHI will be identified and logged into a database maintained by IS. The following information will be gathered in this database.
  - Repository Name (Database)
    - Server Name
    - System IP Address
    - System Location
    - System Manager
- OH will reassess the potential risks and vulnerabilities to the integrity, confidentiality, and availability of ePHI within each repository at least annually.

**2. Risk Management**

- OH will implement security measures and safeguards that are reasonable and appropriate for each ePHI repository sufficient to reduce risks and vulnerabilities. OH will meet the following minimum guideline in implementing security measures and safeguards:
  - Repositories will be appropriately safeguarded by normal best-practice security measures in place such as user accounts, passwords, security groups and perimeter firewalls.
- OH will reassess the potential risks and vulnerabilities of ePHI repositories as part of a periodic review and update the security measures and safeguards.
- OH's entire Workforce is subject to compliance with the Oneida Health Information Security Policy.
- The security measures and safeguards implemented for ePHI repositories will be documented by the System Administrator.

**3. Sanctions for Noncompliance**

- To ensure that all members of the Workforce fully comply with the OH Security Policies, OH will appropriately discipline and sanction employees and other workforce members for any violation of the HIPAA Security Policies in accordance with Personnel Discipline Policy HR-11.

**4. Information System Activity Review**



- Internal audit procedures will be implemented to regularly review records of system activity, such as audit logs, access reports, and security incident tracking reports.
- An Audit Control and Review Plan will be created and approved by the HIPAA Security Officer. This plan will include:
  - Systems and Applications to be logged
  - Information to be logged for each system
  - Procedures to review all audit logs and activity reports
- Security incidents such as activity exceptions and unauthorized access attempts must be detected, logged and reported immediately to Information Systems in accordance with the HIPAA Incident Response and Reporting Policy.

**Note: Policies further defining security management processes may put into effect by individual departments.**

**Purpose:** Oneida Health (OH) is committed to protecting Personal Health Information in accordance with those standards established by the Department of Health and Human Services, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). OH has adopted this policy to ensure that information security violations are prevented, detected, contained and corrected in accordance with the Security Regulations. This policy covers risk analysis, the security measure and safeguards, and Information Systems review for PHI.

**Scope:** This policy applies to all OH workforce members including, but not limited to, full-time employees, part-time employees, trainees, volunteers, providers (including employed providers, staff and non-staff physicians that utilize OH for services), contractors, and temporary workers. This policy applies throughout OH, including the hospital and all of its departments and health centers, OH affiliated physician practices (Oneida Medical Services, PLLC and Oneida Medical Practice, PC), the Extended Care Facility and any other department or entity which is part of OH.

#### **Other related Policies/Procedures**

**Previous Policy #: 17-1**

#### **References:**

**Standards: HIPAA Administrative Safeguard 164.308(a)(1)**

#### **Forms:**

**Approved By: Corporate Compliance Committee 5/15, 10/17**

**Subject/Title: Notice of Privacy Practices**

**Policy:** The Notice of Privacy Practices (NOPP) will be posted and copies available in all patient care areas, waiting rooms, etc. Copies of the NOPP will be offered in every patient intake area. The Notice shall also be posted on the external facility website as well as the internal Intranet. If the patient agrees, we can also email a copy of the notice to the patient's email

**Purpose:** To ensure that all HIPAA requirements with regards to the Notice of Privacy Practices are met. To provide guidelines as to the content, process, distribution and tracking of the notice that OH patient's will receive. To describe uses or disclosures of Protected Health Information that OH is permitted or required to make without authorization under the Privacy Rule

**Scope:** This policy applies to all Board members, officers, managers, and other workforce members including, employees, trainees, volunteers, providers, consultants, independent contractors, students and temporary workers ("Affected Persons") of Oneida Health Hospital (OHH) including the hospital and all of its departments and health centers, the Extended Care Facility, OHH's affiliated physician practices (Oneida Medical Services, PLLC, Oneida Medical Practice, PC and Genesee Physician Practice, PLLC), and any other department or entity which is part of OHH as appropriate.

**Procedure:**

The Privacy Notice will be its own separate form or booklet. Generally, it will be provided at the time of the first service delivery for direct treatment relationships.

The patient must sign an acknowledgement prior to services being provided or as soon as possible thereafter. OH will make a good faith effort to obtain this acknowledgement. Failure to obtain a patient's acknowledgement, assuming OH documented its good faith effort, will not be considered a violation. OH, however, must document its good faith effort and the reason for failure to obtain acknowledgement. This acknowledgement will be done via the Authorization for Treatment Form (00011)

OH will retain copies of all privacy notices issued – all previous versions must be retained for six (6) years. The version and the effective dates must be maintained.

When a revision to the Privacy Notice is made, the Privacy Officer must communicate all notice revisions when necessary. The methods used to communicate the changes may include email, annual report, Internet web site, etc. We will make every attempt to provide the patient with a revised notice at their next date of service.

The patient only has to receive the notice and sign / acknowledge the receipt of the Notice of Privacy Practices once. The version, date and the fact that a patient received a Notice will be maintained in the Meditech system. If you provide the notice to a patient, you must log it.

**Other related Policies/Procedures:**

**Previous Policy #:**

**References:** Section 164.520

**Standards:**

**Forms:** Authorization for Treatment Form (00011)

**Approved By:** HIPAA Task Force – 6/02, Corporate Compliance Committee, 4/15



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Policy Number:	<b>HIPAA 1-121</b>
Original Date:	1/5/06
Revised:	4/13, 10/17
Reviewed:	8/18/14, 3/15, 9/18/17

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**Subject / Title: INFORMATION ACCESS MANAGEMENT POLICY**

**PURPOSE:** Oneida Health is committed to protecting Personal Health Information in accordance with those standards established by the Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). OH has adopted this policy to ensure that access to PHI is properly authorized. This policy describes how OH will ensure that access to PHI is assigned and managed.

**POLICY:**

**1. Access Authorization**

- a. OH has established procedures for granting access to PHI through a workstation, transaction, program, or process. Procedures will include the following:
  - Department Heads are responsible for authorizing access to systems and areas containing PHI for his or her subordinates.
  - Access granted will be the minimum necessary access required for each job role and responsibilities.
  - Information Systems (IS) will be responsible for creating and maintaining security access on networks, servers and all ePHI containing systems.
  - Systems Administrators will be responsible for creating and maintaining security access on their systems.

**2. Access Establishment and Modification**

- a. OH has established procedures based on access authorization procedures for review and modification of a user's right of access to PHI through a workstation, transaction, program, or process. These procedures will include the following:
  - Department heads are responsible for periodically reviewing access to PHI granted to each of his or her subordinates and notifying Information Systems (IS) and/or individual Systems Administrators of any changes that are appropriate.
  - Departments will follow the procedures created for employment termination. Including removal of access to the computer information systems.
  - If an employee transfers to another department within the hospital, the user's access to PHI within his current department will be reviewed. Any new access to PHI will be granted through his or her new department head and new role and responsibilities.

**References:** HIPAA Administrative Safeguard 164.308(a)(4)

**Standards:** HIPAA Administrative Safeguard 164.308(a)(4)

**Forms:** Personnel Action Form  
Evaluation Summary Sheet

**Approved by:** HIPAA Security Team 1/5/2006  
HIPAA Security Officer 4/2013  
HIPAA Security Officer 9/19/2014  
HIPAA Security Officer 9/18/2017  
Corporate Compliance Committee 10/17

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: APPLICATIONS FOR CORRECTED TAX ROLL**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the Applications for Corrected Tax Roll as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Applications for Corrected Tax Roll as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_ N \_\_\_



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: LETTER OF AGREEMENT FOR BUS MONITORS**  
**DATE: OCTOBER 12, 2021**

**BE IT RESOLVED**, upon the recommendation of the Superintendent, the Board of Education approves the Letter of Agreement for Bus Monitors as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Letter of Agreement for Bus Monitors as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



# ONEIDA CITY SCHOOL DISTRICT

## DISTRICT OFFICE

educate • inspire • empower

October 7, 2021

Dear Randy Bonville, Thomas McNichol and Theresa Sanford:

**Re: Modification to Bus Monitor Rate/Bus Driver Handbook**

Based upon extenuating circumstances at the current time, including the continuing COVID-19 pandemic and difficulty in hiring for the position of Bus Monitor, the District is interested in adjusting the hourly wage rate for bus monitors. The adjustment would be as follows:

1. The hourly rate of pay for bus monitors shall be fifteen dollars (\$15.00) per hour. All other terms of the 2018-23 Bus Driver Manual/Transportation Department Agreement relating to bus monitors shall remain unchanged.
2. This adjustment is subject to, and conditioned upon, the approval of the District's Board of Education. If approved by the Board, this adjustment would take effect immediately, on the day following board approval.

Following your review of the above terms, kindly sign and return a copy of this letter as noted below, to record your acknowledgement and agreement with the adjusted wage rates as described above.

Sincerely,

Matthew Carpenter  
Superintendent of Schools

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My signature below confirms acknowledgement and agreement with the terms described above.

---

Randy Bonville

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Dated

---

Thomas McNichol

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Dated

---

Theresa Sanford

---

Dated

cc: James Rowley, Assistant Superintendent for Finance

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MATTHEW T. CARPENTER**  
**RE: BOE PRESIDENT REPORT**  
**DATE: OCTOBER 12, 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: OCTOBER 12, 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: OCTOBER 12, 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: OCTOBER 12, 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: OCTOBER 12, 2021**

We are recommending approval to enter into Executive Session for the purpose of Discussions regarding proposed, pending or current litigation, and 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\_\_\_\_