

**UNATEGO CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA
TENTATIVE
MONDAY, MAY 6, 2019
EXEMPT SESSION
TO DISCUSS CSE RECOMMENDATIONS
6:30 P.M.
BOARD OF EDUCATION MEETING
CALLED TO ORDER
7:00 P.M.
UNATEGO MIDDLE/SR HIGH SCHOOL
ROOM #93**

1. ROUTINE MATTERS

- 1.1 Call to order
- 1.2 Roll Call
- 1.3 Exempt Session
- 1.4 Return to Open Session
- 1.5 Roll Call
- 1.6 Pledge
- 1.7 Approve regular board meeting minutes of April 24, 2019
- 1.8 Adopt Agenda

2. PUBLIC COMMENT

3. PRESENTATIONS

- 3.1 Backpack Program -Marcy Anderson and Michele Wilson
- 3.2 Administrator's Report
- 3.3 Superintendent's Report – Dr. David S. Richards

4. ADMINISTRATIVE ACTION

- 4.1 Approve CSE recommendations (5.6.19 G1)
- 4.2 Approve BOCES resolution for Cooperative Purchasing for the 2019-2020 school year (5.6.19 G2)
- 4.3 Approve BOCES resolutions for Generic for the 2019-2020 school year (5.6.19 G3)
- 4.4 Approve BOCES resolutions for Cafeteria Supplies and Food Bids for the 2019-2020 school year (5.6.19 G4)
- 4.5 Approve agreement between NYCLASS Municipal Cooperative and Unatego CSD (5.6.19 G5)
- 4.6 Approve agreement between Otsego County Department of Social Services and Unatego Central Schools for the purpose in-house preventive caseworker services (5.6.19 G6)
- 4.7 Approve revised 2019-2020 Instructional Calendar (5.6.19 G7)
- 4.8 Approve Barbara Enck and Violet Bettiol tellers, Jocelyn Marsh, Machine Inspector for the Annual District Meeting (5.6.19 UC1)
- 4.9 Authorization for time accrued by Superintendent of Schools (5.6.19 C1)

Board Agenda 5.6.19

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- 4.10 Tenure recommendation Angela Flavell (5.6.19 C2)
- 4.11 Appoint Kenneth Snider Unatego Elementary Principal (5.6.19 C3)
- 4.12 Appoint Katherine Mazourek Director of Special Programs (5.6.19 C4)

5. PUBLIC COMMENT

6. ROUND TABLE DISCUSSION/QUESTIONS

7. EXECUTIVE SESSION (IF NECESSARY)

Upon a majority vote of its total membership, taken in open meeting pursuant to a motion identifying the general area of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:

- A. matters which may imperil the public safety if disclosed;*
- B. any matter which may disclose the identity of a law enforcement agent or informer;*
- C. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;*
- D. discussions regarding proposed, pending or current litigation;*
- E. collective negotiations pursuant to article fourteen of the civil service law;*
- F. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;*
- G. the preparation, grading or administration of examination; and*
- H. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof;*
- I. any matter made confidential by federal or state law.*

8. ADJOURN

Board Agenda 5.6.19

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4.1

5.6.19 G1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve CSE recommendations as presented.

4.2

5.6.19 G2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby authorize BOCES to award bids on the behalf of the participating school district for Cooperative Purchasing for the 2019-2020 school year as presented.

4.3

5.6.19 G3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby authorize BOCES to award bids on behalf of the districts in the preparation, advertising, and tabulation of bids but specifies that bids are to be awarded by individual districts Board of Education based on the information supplied by BOCES for Generic for the 2019-2020 school year as presented.

4.4

5.6.19 G4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve a committee to act in the districts behalf and for the district to abide by committee recommendations and award of bids for Cafeteria Supplies and Food bid for the 2019-2020 school year as presented.

4.5

5.6.19 G5

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the agreement between NYCLASS Municipal Cooperative and Unatego Central School District as presented.

4.6

5.6.19 G6

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve agreement between Otsego County Department of Social Services and Unatego Central Schools for the purpose in-house preventive caseworker services to continue until December 31, 2019 as presented.

4.7

5.6.19 G7

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the revised 2019-2020 Instructional Calendar as presented.

Board Agenda 5.6.19

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4.8

5.6.19 UC1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve Barbara Enck and Violet Bettiol as tellers and Jocelyn Marsh, Machine Inspector for the May 21, 2019 Annual District Meeting at a rate of \$100/day.

4.9

5.6.19 C1

RESOLVED: This Board does hereby authorize, for time accrued during the 2018-2019 school year only, the Superintendent of Schools to “bank” five (5) unused vacation days for payout at retirement at a per diem rate of 1/240th of his annual salary.

4.10

5.6.19 C2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the tenure appointment of Angela Flavell in the tenure area of LTA, effective September 1, 2019 as presented.

4.11

5.6.19 C3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Kenneth Snider, Unatego Elementary Principal, to a three- year probationary appointment in Administration effective July 1, 2019 and ending June 30, 2022 at a salary of \$98,000, as presented (replaces, Katherine Mazourek).

4.12

5.6.19 C4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Katherine Mazourek, Director of Special Programs, effective July 1, 2019 at current salary (replaces, Marki Kinnear).

RESOLUTION OF BOARD OF EDUCATION

**COOPERATIVE PURCHASING
SCHOOL YEAR 2019-2020**

WHEREAS,

The Cooperative Purchasing Service is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly equipment, supplies and contract items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint the Delaware-Chenango-Madison-Otsego BOCES to advertise for bid, accept, tabulate bids and award bids on their behalf; therefore

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the BOCES Board; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the

_____ Central School Board of
Education, hereby certifies that the above resolution was adopted by the required
majority vote of the Board of Education at its meeting held on _____.

Signature of District Clerk

Date

RESOLUTION OF BOARD OF EDUCATION

**GENERIC
SCHOOL YEAR 2019-2020**

WHEREAS,

It is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly equipment, supplies and contract items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES Area in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint a committee made up of participating schools to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids and providing the information to their Board of Education who will make the awards; therefore

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the above committee to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned items, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) abide by majority decisions of the participating districts on quality standards; (2) that it will award contracts based on information provided from the bid; (3) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the

_____ Central School Board of
Education, hereby certifies that the above resolution was adopted by the required
majority vote of the Board of Education at its meeting held on _____.

Signature of District Clerk

Date

RESOLUTION OF BOARD OF EDUCATION

**FOOD and CAFETERIA SUPPLIES
SCHOOL YEAR 2019-2020**

WHEREAS,

It is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly Cafeteria supplies including but not limited to food and paper items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES Area in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint a committee made up of participating schools to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids and awarding bids and reporting the results to the schools; therefore;

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the above committee to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts on quality standards; (3) that it will award contracts according to the recommendations of the committee; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the

_____ Central School Board of
Education, hereby certifies that the above resolution was adopted by the required
majority vote of the Board of Education at its meeting held on _____.

Signature of District Clerk

Date

Unatego Central School District

Unatego, NY 13825

To: Dr. Richards

From: Patti Loker, School Business Manager 

Date: April 26, 2019

Re: NYCLASS

At the April 24, 2019 Board of Education meeting I discussed the NYCLASS Municipal Cooperative and that I would like to set up an account with the cooperative.

Attached is a resolution allowing me to enter the District into an agreement with NYCLASS. This agreement would be a piggyback to the agreement that NYCLASS currently has with the Village of Potsdam.

I recommend that the Board of Education approve the attached resolution.

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o" empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the Unatego Central School District wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014;

WHEREAS, the Unatego Central School District wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That Patricia Loker is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of Unatego Central School District.

Signature of Key Contact

School Business Manager
Title

Patricia Loker
Printed Name

Date

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the COUNTY OF OTSEGO, a municipal corporation, having its office and principal place of business located at 197 Main Street, Cooperstown, NY, hereinafter referred to as COUNTY, and Unatego Central School District, having its office located at 2641 State Hwy 7, Otego, NY 13825, here in after referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the Board of Education of the Unatego Central School District has proposed to contract with the COUNTY on a year-to-year basis for the service of preventive services caseworkers for maintaining an on-site office within the school; and

WHEREAS, the COUNTY has expressed a willingness to provide the services of preventive services caseworkers; and

WHEREAS, by Resolution 345-20181214, duly adopted by the Otsego County Board of Representatives on the 14th day of December, 2018, of which is attached hereto and made a part hereof, the Commissioner of Social Services was authorized to enter into a contract with CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereafter made, as well as other good and valuable consideration, the COUNTY and the CONTRACTOR mutually agree and obligate themselves as follows:

1. PURPOSE. To enter into a written contract setting forth the terms and obligations of each of the parties in providing preventive services to children.
2. GOODS AND/OR SERVICES TO BE PERFORMED. The CONTRACTOR shall acquire, from the COUNTY, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibits "A" and "A-1", attached hereto and made a part hereof.
3. TERM. (For Services) The term of this contract shall commence January 1, 2019 and shall continue until December 31, 2019.
4. PRICE. See Exhibit "B" attached.
5. STANDARD PROVISIONS. Exhibit "C" (Standard Provisions) is attached hereto and made a part of this contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed as of the day and year first above written.

OTSEGO COUNTY DSS

By: _____
Eve Bouboulis
Commissioner

STATE OF NEW YORK)
:ss:
COUNTY OF OTSEGO)

On this ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Eve Bouboulis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in Otsego Co.
My Comm. Expires _____.

UNATEGO CENTRAL SCHOOLS

By: _____
Dr. David S. Richards
Superintendent

STATE OF NEW YORK)
:ss:
COUNTY OF _____)

On this ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Dr. David S. Richards**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in _____ Co.
My Comm. Expires _____.

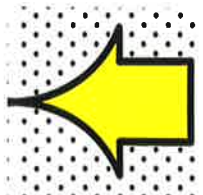


EXHIBIT "A"
SERVICES TO BE PROVIDED

DEFINITION

- A. Preventive services shall mean services for children and their families which are supportive and rehabilitative are provided to:
1. avert an impairment or disruption of a family which will or could result in the placement of a child in foster care
 2. enable a child who has been placed in foster care to return to his/her family at an earlier time than would otherwise be possible
 3. reduce the likelihood that a child who has been discharged from foster care would return to such care
- B. Case Management Services shall mean assessing the need for, providing and arranging for preventive services for children and coordinating and evaluating the provision of these preventive services.

SERVICES TO BE PROVIDED

- A. For the consideration stated herein, the COUNTY agrees to provide to the CONTRACTOR one (1) caseworker for purposes of establishing and maintaining an on-site office of the COUNTY at the CONTRACTOR's school district to provide preventive services to children and their families residing in the Milford Central School District. The specific caseworker assigned to the district shall be mutually agreeable to the CONTRACTOR and the COUNTY. The CONTRACTOR or the COUNTY shall notify the other party should a reassignment be necessary, and a collaborative effort between the CONTRACTOR and the COUNTY to determine a new, mutually agreeable caseworker will occur. The caseworker shall generally be present four (4) working days per week at the CONTRACTOR's school district and be available one (1) working day per week at the COUNTY in Cooperstown for purposes of supervision, case processing, and other required administrative activities. The COUNTY and the CONTRACTOR will establish the specific day that the caseworker(s) will be present at the COUNTY and any change in the established schedule will be made with mutual consent of both parties. A change in the actual number of days the caseworker(s) shall be present at the COUNTY can be made with mutual approval of the CONTRACTOR and the COUNTY for necessary caseworker activities (i.e. Court hearings, family service plans, etc.). In addition to such duties as are required of a caseworker, the caseworker shall provide the following services to the CONTRACTOR:
1. The caseworker will perform any and all tasks required of a Department of Social Services Preventive Caseworker.
 2. The caseworker shall be participating members of the CONTRACTOR's Student Intervention Team as requested by the CONTRACTOR and shall receive referrals on student's who are at-risk of school drop out, evidencing severe behavioral and/or management problems, or are presenting symptoms consistent with regard to abuse or neglect. The caseworker will accept referrals in accordance with preventive services regulations.
 3. The caseworker, in addition to determining eligibility for and providing preventive services, will act as liaison between the CONTRACTOR and the COUNTY.

4. The caseworker will carry no more than twelve (12) cases on an on-going basis, and up to fifteen (15) on a short term basis.
5. The caseworker will work seven (7) hours during a normal work day. These hours, however, may be reappointed during a day, or over several days if work demands so indicate not to exceed thirty five (35) hours per week except during July and August when work hours shall not exceed thirty (30) hours. Work hours shall be as required by the needs of the CONTRACTOR.
6. The CONTRACTOR shall make reasonable efforts to engage families to prevent the need for a preventive referral and obtain releases of information from parent(s)/custodian(s) and/or guardian(s) as part of the referral process
7. The CONTRACTOR may refer students who are at-risk of school dropout, evidencing severe behavioral and/or management problems or are presenting symptoms consistent with regard to abuse or neglect. All CONTRACTOR referrals shall be accepted by the COUNTY and processed in accordance with intake eligibility and assessment guidelines. The COUNTY shall develop a plan for each referral and authorize services consistent with each assessment and plan including signed releases of information by parents and/or legal custodians as needed to obtain and/or share information between the COUNTY and the CONTRACTOR or other service providers.
8. Services shall be provided in accordance with the initial and/or comprehensive service plan of the uniform case record for each individual case. The COUNTY will provide the CONTRACTOR with appropriate and necessary background information. The COUNTY will further transmit on a COUNTY form the specific reasons for providing services, the services to be provided and the time frames for delivery of such services. The COUNTY records shall conform to standards established by the Department and New York State Office of Children and Family Services (OCFS). The COUNTY shall maintain program and statistical records and produce program narrative and statistical data at various times to be available to the COUNTY and the New York State OCFS.
9. The caseworker shall provide services to the students of the Unatego Central School District; however, should their caseload be under its maximum, the caseworker may occasionally serve students and families outside of the Unatego Central School District.
10. The caseworker shall participate in necessary training per state mandates and the COUNTY's policies as part of the caseworker's work day(s).

EXHIBIT "A-1"

Semi-Annual Performance Outcomes

Due to the Commissioner's Secretary by
July 15, 2019 for January 2019 – June 2019
January 15, 2020 for July 2019 – December 2019

(To be maintained by Otsego County Dept of Social Services)

- 1. Of the total number of referrals made by the school district, 60% will be opened for services.**
- 2. Of the total number of referrals made by the school district regarding abuse/maltreatment, 75% will not result in foster care placements.**
- 3. Of the total number of PINS referrals made to the Department of Social Services by the school and/or the Probation Department for a child in the school district, 75% will not result in foster care placements.**

EXHIBIT "B"

PAYMENT

Payment will be based on actual costs associated with running the program, calculated as follows: the CONTRACTOR shall reimburse the COUNTY for 14% of the salary, fringe benefits and mileage expenses of the Caseworker appointed to each position. The salary and fringe benefits are subject to increase based on union labor negotiations.

The CONTRACTOR will be billed quarterly and shall make payment within 30 days of billing. In no event shall the CONTRACTOR's liability exceed 14% of salary, benefits, and mileage costs.

This Agreement may be terminated by the CONTRACTOR upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the COUNTY or if Federal or State reimbursement shall be terminated or is not allowed.

EXHIBIT C STANDARD PROVISIONS

1. AGENCY. This agreement in no way establishes an agency relationship between the CONTRACTOR and COUNTY. Each party shall maintain its independence and its separate identity. Each party shall have exclusive control of its management, employee, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

2. ASSIGNMENT. This contract may not be assigned by the CONTRACTOR without prior express written approval by the COUNTY. The terms of this contract shall be binding upon the successors, heirs and assigns of the parties hereto, in the event of approved assignment.

3. MODIFICATION. There shall be no oral modifications of this contract and any modification or amendment of the terms of this contract shall not be binding unless executed in writing by the parties hereto. The terms of this written agreement contain the entire understanding between the parties and supersede any oral representations previously made.

4. GOVERNING LAW. The terms of this contract shall be governed pursuant to the laws of the State of New York. The goods and/or services provided shall comply with all Federal, State and local statutes, rules and regulations.

5. RENEWAL. (If applicable) This contract may not be renewed without the prior approval, by resolution, of the Board of Representatives of the COUNTY OF OTSEGO, unless specifically provided for herein by authorizing resolution.

6. HOLD HARMLESS. The CONTRACTOR and the COUNTY shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party, including its agents, servants or employees.

7. EXECUTORY CLAUSE. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this agreement nor any representation by any public employee or officer create any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

8. INSURANCE. The CONTRACTOR shall maintain for the term of this contract, general and auto liability insurance with a minimum limit of \$500,000/\$1,000,000. The CONTRACTOR shall provide the COUNTY, at the time of signing this contract, a Certificate of Insurance, naming OTSEGO COUNTY as an additional insured; which insurance shall further state that the coverage may not be changed or canceled without thirty (30) days prior notice to the COUNTY OF OTSEGO as an additional insured.

The CONTRACTOR shall also provide the COUNTY, at the time of signing this Agreement, proof of Workers' Compensation coverage.

9. BINDING EFFECT. This Agreement shall be binding upon the parties, their successors and assigns.

10. TERMINATION. (For Service Contracts Only) This Agreement may be terminated by the COUNTY upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the CONTRACTOR or if Federal or State reimbursement shall be terminated or not allowed.

11. INDEMNIFICATION. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party and after notice from the indemnified party to the indemnified party of its election to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.

12. COOPERATION BETWEEN PARTIES. Each of the parties hereto agrees to cooperate with each other to expeditiously complete the terms of this contract and to conduct their operations in a relationship of trust and confidence, one with the other.

13. CONFIDENTIALITY. The COUNTY and the CONTRACTOR agree to safeguard the confidentiality of information relating to individuals who may receive services in the course of this AGREEMENT and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the COUNTY or the CONTRACTOR, its agents, or representatives shall be cause for termination of this AGREEMENT.

14. NON-DISCRIMINATION. The CONTRACTOR expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the CONTRACTOR by the COUNTY under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(d) that this Agreement may be canceled or terminated by the COUNTY, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

CONTRACTOR shall comply with all rules and regulations of the Americans with Disabilities Act (ADA).

15. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following (including their attachments and exhibits):

- This Agreement
- Exhibit A
- Exhibit A-1
- Exhibit B
- Exhibit C
- HIPAA Addendum
- Certificate(s) of Insurance
- Certified copy of Resolution

This Agreement, together with the above-named documents, which said other Documents are as fully a part of the contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any attachment or other component made a part hereof is inconsistent with Exhibit C, Items 1-18, then Exhibit C, Items 1-18 shall govern except as otherwise specifically stated.

The COUNTY will be provided a reasonable number of copies of such of the documents prepared by the CONTRACTOR as the COUNTY deems appropriate. The cost of such copies shall be borne by the CONTRACTOR.

16. PROGRESS REPORTS (for service contracts only). The CONTRACTOR shall issue progress reports to the COUNTY as the COUNTY may direct and shall immediately inform the COUNTY in writing of any cause for delay in the performance of its obligations under this Agreement.

17. CONFLICTS OF INTEREST. The CONTRACTOR agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The CONTRACTOR further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The CONTRACTOR represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for he CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision without limiting any other rights or remedies to which the COUNTY may be entitled or any civil or criminal penalty to which any violator may be liable, the COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

The CONTRACTOR hereby stipulates and certifies that there is no member of the OTSEGO COUNTY legislature or other OTSEGO COUNTY officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

18. OTHER The COUNTY represents and warrants that it, nor its employees or contractors, is not excluded from participation in and is not otherwise ineligible to participate in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that the COUNTY or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, the COUNTY agrees that it will notify the CONTRACTOR in writing on the exclusion within seven (7) business days after learning of the exclusion. Failure to notify the CONTRACTOR of the exclusion constitutes a material breach of this agreement and cause for the CONTRACTOR to terminate the agreement immediately.

OTSEGO COUNTY

Business Associate Agreement Addendum: Health Insurance Portability and Accountability Act(HIPAA) PHL 104-191

1. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Agreement and as long as such use or disclosure does not violate the privacy rule or other laws or statutes, the Contractor may use or disclose Protected Health Information (PHI) on behalf of or to provide services for the Agency for the following purposes:

- Health Care Operations
- Billing
- Patient treatment and Coordination of Services
- Data aggregation services (*optional language only used if Agency wants the Contractor to engage in such activities*)

Except as otherwise limited in this Agreement, the Contractor may disclose *only de-identified information for the proper internal management and administration of its business practices - optional language only used if Agency wants the Contractor to engage in such activities (language chosen is stricter than what HHS Guide indicated).*

The Contractor agrees to document disclosures of PHI and information related to such disclosures as would be required for the Agency to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with.

2. Contractor's Obligations

Contractor agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law as defined in 164.501 or to report unlawful conduct as defined in 164.502(j).

Contractor will forward all requests for disclosures of PHI to the Agency's Privacy Officer.

Contractor agrees to report to the Agency any use or disclosure of PHI not provided for by this agreement of which it becomes aware.

Contractor agrees to assure that **any agent (including a subcontractor or student-reword if subcontractors are not allowed)**, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement with respect to such information.

3. Safeguards for Protected Health Information-

- The Contractor shall retain all PHI in accordance with the NYS Department of Education Records Retention and Disposition Schedule CO2. Termination of this Agreement does not release the Contractor from this responsibility.
- The Contractor is responsible to ensure that PHI is properly handled and securely stored. This includes, but is not limited to prevention of unauthorized access and loss due to weather, fire, and theft.
- Once the retention time is reached, the Contractor must ensure that PHI is destroyed in such a manner to ensure confidentiality.
- The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- The Contractor agrees to report to Agency any loss, theft, unintentional destruction of Protected Health Information. In the event that PHI is compromised, Contractor is obligated to reconstruct the PHI in accordance with Agency policy.

4. Availability of PHI

Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, or received by Contractor on behalf of the Agency, available to the Agency so that:

- The Agency can respond to a request made by a patient for an accounting of disclosures
- The Agency can respond to the Secretary of Health and Human Services, in a time and manner designated by the Agency or the Secretary, for purposes of the Secretary determining Agency's compliance with the Privacy Rule.
- The Agency may have access to a designated record set to an individual in order to meet the requirements under (*Optional language that is only needed when the BA has PHI in a designated record set*)

The Contractor agrees to provide the Agency with documentation of the provision of care within 7 days.

5. Complaint

Upon the Agency's receipt of a complaint or notification by the Contractor of a breach of PHI disclosure,

Contractor agrees to report to Agency any use or disclosure of the Protected Health Information not provided for by this Agreement.

Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement. The Agency shall provide an opportunity for Contractor to cure the breach or end the violation. (The privacy rule allows but, does not require that the Agency to provide the Contractor time to cure the breach). The Contractor will cooperate with the Agency to conduct a thorough investigation. Should investigation result in the substantiation of a breach, the Agency will take appropriate action commensurate with the infraction which could include: mandating educational training, disciplinary action, suspension, or termination.

6. Modification:

The parties agree to take such action as is necessary to amend this Agreement in order for the parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191.

7. Obligations of Agency

- Agency shall provide Contractor with the Agency Notice of Privacy Practices in accordance with 164.520, as well as any changes to such notice (see current Notice).
- Agency shall provide Contractor with any changes in, or revocation of, the permission granted by the Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- Agency is responsible to inform the Contractor when an Individual is granted specific restrictions against disclosure of PHI that exceed the Agency notice of privacy practices.
- Agency shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that the Agency has agreed to in accordance with CFR 164.522.
- The Agency shall not request the Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule.
- Agency shall notify Contractor of the incorporation of any patient amendments to PHI created by the Agency

8. Term and Termination

Term.

When the term of this Agreement has ended, all of the Protected Health Information created for or on behalf of the Agency, or received from the Agency by the Contractor shall be promptly returned or destroyed the Agency in no more than 7 days after termination. This provision shall apply to Protected Health Information that is in the possession of any subcontractors or agents of the Contractor (~~remove this sentence if subcontracting is not allowed~~). The Contractor shall not retain copies of protected health information. In the event that the Contractor and Agency mutually agree that returning or destroying Protected Health Information is infeasible, the conditions that make it infeasible will be documented. The Contractor shall retain the PHI in accordance with this agreement.

Termination for Cause.

Upon Agency's knowledge of a material breach by the Contractor and after reasonable opportunity to cure the breach has been provided by the Agency, and when cure of the breach is not possible, the Agency reserves the right to terminate the Agreement for cause. If termination for cause is not feasible, the Agency reserves the right to report to the Secretary of Health and Human Services (HHS) to discuss the breach and to provide information necessary in accordance with for HHS to investigate the breach, and to seek a resolution other than termination.

My signature below confirms that I have read, I have had the opportunity to ask questions, and I agree to abide by all of the standards set forth in this business associate agreement.

Signature

Witness

Date

Date

RESOLUTION NO. 345-20181214

RESOLUTION-AUTHORIZING OTSEGO COUNTY
COMMISSIONER OF SOCIAL SERVICES TO
CONTRACT WITH SEVERAL AREA SCHOOL DISTRICTS

KOUTNIK, KENNEDY, CLARK, LAPIN, MARTINI

WHEREAS, the Otsego County Department of Social Services has determined that the best interests of the students and their families located in the Otsego County school districts will be best served by maintaining a Caseworker within each school district staffed by an Otsego County Department of Social Services caseworker(s); and

WHEREAS, the administration of each school district has proposed to contract with the County for the services of a caseworker(s) to perform child welfare services for the students and their families within their respective school district; and

WHEREAS, in addition to reimbursing the County in full for the local share of the salary of a caseworker(s), the administration of each school district has proposed to pay for the overhead and other benefits and costs of maintaining such position(s); and

WHEREAS, it is in the best interest of the County of Otsego to contract for position(s) with each school district; now, therefore, be it

RESOLVED, that the Otsego County Commissioner of Social Services is hereby authorized to contract with each of the following school districts for the period January 1, 2019 through December 31, 2019:

Clerk of the Board of Representatives
Otsego County, New York

JULY 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2019

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019 (18+2)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019 (21+1)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019 (17)

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2019 (15)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

UNATEGO CENTRAL SCHOOL INSTRUCTIONAL CALENDAR 2019-2020

Key

- ☐ No School — Vacation Day
- ☐ Offices Closed
- ☐ No School — Conference Day
- Regents/NYS Testing Day

JULY 2019

- 4 4th of July Recess, Offices Closed

AUGUST 2019

- 13-14 Regents Exams

SEPTEMBER 2019

- 2 Labor Day—No School
- 3-4 Staff Development Day—No School
- 5 First Day for Students

OCTOBER 2019

- 4 Staff Development Day—No School
- 14 Columbus Day—No School, Offices Closed

NOVEMBER 2019

- 11 Veterans Day—No School, Offices Closed
- 27-29 Thanksgiving Recess—No School
- 28-29 Offices Closed

DECEMBER 2019

- 23-31 Christmas Recess—No School
- 25 Offices Closed

JANUARY 2020

- 1 New Year's Day—Offices Closed
- 2-3 New Year's Recess—No School
- 20 Martin Luther King, Jr. Day—No School, Offices Closed
- 21-24 Regents Exams

FEBRUARY 2020

- 17 Presidents' Day—Offices Closed
- 17-21 Presidents' Day Recess—No School, Offices Closed

MARCH 2020

- 6 Staff Development Day—No School
- 25-27 ELA Testing, Grades 3-8

APRIL 2020

- 6-13 Spring Recess—No School
- 10 Good Friday—Offices Closed
- 21-23 Math Testing, Grades 3-8

MAY 2020

- 20 Science Performance Test, Grades 4 & 8
- 25 Memorial Day—No School, Offices Closed

JUNE 2020

- 1 Science Written Test, Grades 4 & 8
- 2 New Regents Exam: U.S. History & Government
- 17-25 Regents Exams
- 26 Rating Day, No Regents

JANUARY 2020 (19)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2020 (15)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020 (21+1)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2020 (16)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020 (20)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2020 (20)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

UNATEGO CENTRAL SCHOOL TENURE RECOMMENDATION

Name: Angela Flavell

Tenure Area: LTA

I (do) / (do not) recommend the above named individual for appointment on tenure for the following reason(s):

Mrs. Flavell has been working in the Ais capacity for the past 4 years as well as an aide before that. She works well with the children as she understands their needs. She also is a great team player & will step in to help in any situation.

Kathie Marzuck
Building Principal

4/30/19
Date

Personnel Office

Date

Superintendent's Secretary

Date

Superintendent

Date

Personnel Office Use Certification Status

☐ Pro _____ ☐ Perm
exp. date

☐ Pro _____ ☐ Perm
exp. date

Comment _____

UNATEGO CENTRAL SCHOOL
NEW EMPLOYEE APPOINTMENT FORM

NAME: Kenneth Michael Snider

POSITION: Elementary Principal

REPLACES: Katherine Mazourek

EFFECTIVE DATE: July 1, 2019

EDUCATION LEVEL: BA, MA

YEARS OF EXPERIENCE: 16

SALARY: STEP LEVEL \$ 98,000 annually

CERTIFICATION: NYS SCHOOL ADMINISTRATOR/SUPERVISOR

COLLEGE: Ca. S.W. College; SUNY ONEONTA; U at Albany

REFERENCES CONTACTED:

1. THOMAS AUSTIN; Jon Buhner
2. George Mack; Lawrence Thomas

COMMENTS: Mike has many years of exemplary
service as a teacher & administrator.
He will be a valuable member on our
administrative team.

Des Riches
ADMINISTRATOR SIGNATURE

5/2/19
DATE