

**UNATEGO CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA
TENTATIVE
MONDAY, JUNE 3, 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 May 20, 2019
- 1.8 Approve Annual District Meeting Minutes of May 21, 2019
- 1.9 Adopt Agenda

2. PUBLIC COMMENT

3. PRESENTATIONS

- 3.1 Administrator's Report
- 3.2 Superintendent's Report – Dr. David S. Richards

4. ADMINISTRATIVE ACTION

- 4.1 Approve CSE recommendations (6.3.19 G1)
- 4.2 Approve intermunicipal agreement between Unatego Central School District and Madison-Oneida BOCES (6.3.19 G2)
- 4.3 Approve Patricia Loker School Business Manager (6.3.19 C1)
- 4.4 Approve 2019 summer custodial workers (6.3.19 UC1)
- 4.5 Approve bus drivers and bus aides for the 2019 summer program (6.3.19 UC2)
- 4.6 Appoint Brian Knapp Bus Driver - Mechanic (6.3.19 UC3)
- 4.7 Appoint Brian Cutting substitute aide for the 2018-2019 school year (6.3.19 UC4)
- 4.8 Appoint Travis Yagar substitute teacher/LTA for the 2018-2019 school year (6.3.19 UC5)
- 4.9 Appoint Madison Miller substitute teacher/LTA for the 2018-2019 school year (6.3.19 UC6)

- 4.10 Appoint Rose Rogers substitute bus aide/aide/food service helper for the 2018-2019 school year (6.3.19 UC7)
- 4.11 Accept Marian Wilson's resignation as bus aide (6.3.19 UC8)
- 4.12 Accept Janine Fox's resignation as Keyboard Specialist (6.3.19 UC9)

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 6.3.19
PG: 3

4.1

6.3.19 G1

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

4.2

6.3.19 G2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve intermunicipal agreement between Unatego Central School District and Madison-Oneida BOCES as presented.

4.3

6.3.19 C1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve to extend Patricia Loker's, School Business Manager, provisional 12 month appointment effective July 1, 2019 (pending Civil Service Exam).

4.4

6.3.19 UC1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve summer custodial workers for the 2019 summer at a rate of \$11.10 per/hr. as presented (Christina Butcher, Carol Wilber, Jeremy Terrell, Patricia Walker and Gideon Pangman).

4.5

6.3.19 UC2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve bus drivers and bus aides at a rate of \$82.86 per/day for the 2019 Summer Program as presented.

4.6

6.3.19 UC3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Brian Knapp, Bus Driver-Mechanic, to a 8-week probationary appointment, effective July 1, 2019 at a rate of \$21.00 per/hr. as presented.

4.7

6.3.19 UC4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Brian Cutting substitute aide for the 2018-2019 school year as presented.

4.8

6.3.19 UC5

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Travis Yagar substitute teacher/LTA for the 2018-2019 school year pending fingerprinting and criminal history review as presented.

Board Agenda 6.3.19
PG: 4

4.9

6.3.19 UC6

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Madison Miller substitute teacher/LTA for the 2018-2019 school year as presented.

4.10

6.3.19 UC7

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Rose Rogers substitute bus aide/aide/food service helper for the 2018-2019 school year pending fingerprinting and criminal history review as presented.

4.11

6.3.19 UC8

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby accept Marian Wilson's resignation as bus aide, effective June 26, 2019 as presented.

4.12

6.3.19 UC9

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby accept Janine Fox's resignation as Keyboard Specialist, effective June 21, 2019 as presented.

AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("BOCES"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Unatego Central School District ("DISTRICT"), with its principal business address at 2641 State Highway 7, Otego, NY, 13825.

RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a central school district under the New York State Education Law; Section 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT's board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2019, and shall extend through and including June 30, 2020.
2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$110.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to DISTRICT:**

Dr. David Richards, Superintendent of Schools
Unatego Central School District
2641 State Highway 7
Otego, NY 13825

(b) **If to BOCES:**

Ms. Jacklin G. Starks, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

For the DISTRICT

Date

For the BOCES

Date

I, _____, Clerk of the Board of Education for the Unatego Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Unatego Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

Date _____

I, Catherine M. Quinn, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the Unatego Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

Date _____

Dr. Richards,

I recommend the following for 2019 summer custodial work as needed.

Christina Butcher
Carol Wilber
Jeremy Terrell
Patricia Walker
Gideon Pangman

Thank you

A handwritten signature in blue ink that reads "Brian Trask". The signature is written in a cursive style with a large, stylized "B" and "T".

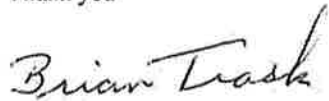
Brian Trask

Dr. Richards,

I recommend the following 2019 summer school transportation work as needed.

Brittney Barkman
Kerry Fallot
Mike Fortin
Tracy Fortin
Ed Horan
Amy Packard
Marah Patrick-Seward
Janet Peebles-LeClair
Paul Radke
Ross Rogers
Wayne Strickland
Jeremy Terrell
Carol Wilber
Dale Young

Thank you

A handwritten signature in cursive script that reads "Brian Trask". The signature is written in dark ink and is positioned below the "Thank you" text.

Brian Trask

**UNATEGO CENTRAL SCHOOL
NEW EMPLOYEE APPOINTMENT FORM**

NAME: Brian Knapp

POSITION: Bus Driver – Mechanic

REPLACES: _____

EFFECTIVE DATE: July 1st 2019

EDUCATION LEVEL: College

YEARS OF EXPERIENCE: 6

SALARY: STEP _____ LEVEL _____ \$ 21.00

CERTIFICATION: _____

COLLEGE: Universal Technical Institute

REFERENCES CONTACTED:

1. _____ David Leibig

2. _____ John Nolan

COMMENTS: Brian has been working as a mechanic in our garage for 2 years already and is also a sub-bus driver

Brian Trask
ADMINISTRATOR SIGNATURE

5/29/2019
DATE

"A SPECIAL PLACE - A SPECIAL YOU"

UNADILLA ELEMENTARY SCHOOL

265 Main Street
Unadilla, New York 13849

Katherine Mazourek
Principal

Breda Birdsall
Admin. Asst.

Phone (607) 369-6200

Fax (607) 369-6222

Dear Board of Education,

It is my recommendation to approve Mr. Brian Cutting as a substitute in the position of Aide at Unatego Elementary effective May 10, 2019. Mr. Cutting has been serving the district as a substitute Teacher and LTA. We would like to utilize him as an aide as well.

Sincerely,

Katherine Mazourek

UNATEGO CENTRAL SCHOOL
NEW EMPLOYEE APPOINTMENT FORM

NAME: Travis Yaga

POSITION: Substitute Teacher / UTA

REPLACES: N/A

EFFECTIVE DATE: _____

EDUCATION LEVEL: BS/BA

YEARS OF EXPERIENCE: 0

SALARY: STEP _____ LEVEL _____ \$ _____

CERTIFICATION: NONE

COLLEGE: Susquehanna University

REFERENCES CONTACTED:

1. Shannon Adams

2. _____

COMMENTS: Travis is a college graduate with experience working with kids as a camp counselor.

Julie Lambros
ADMINISTRATOR SIGNATURE

5/29/19
DATE

UNATEGO CENTRAL SCHOOL
NEW EMPLOYEE APPOINTMENT FORM

NAME: Madison Miller

POSITION: Substitute Teacher & LTA

REPLACES: _____

EFFECTIVE DATE: _____

EDUCATION LEVEL: BA

YEARS OF EXPERIENCE: _____

SALARY: STEP _____ LEVEL _____ \$ _____

CERTIFICATION: 7-12 Math Education

COLLEGE: Hartwick College

REFERENCES CONTACTED:

1. Sara Ingalls - Unatego teacher
2. _____

COMMENTS: Madison conducted her student
teaching at Unatego M.S. and
was very good.

[Signature] _____
ADMINISTRATOR SIGNATURE

5/29/19
DATE

UNATEGO CENTRAL SCHOOL
NEW EMPLOYEE APPOINTMENT FORM

NAME:

ROSE ROGERS

POSITION:

sub. aide; sub bus aide; sub cafeteria

REPLACES:

N/A

EFFECTIVE DATE:

6/3/19

EDUCATION LEVEL:

HS Diploma

YEARS OF EXPERIENCE:

0

SALARY:

STEP

LEVEL

\$

as per sub rate

CERTIFICATION:

None

COLLEGE:

None

REFERENCES CONTACTED:

1. MARY SANTANA, ONEONTA, N.Y.
2. CHRISTINE PENYKER, NORWICH, N.Y.

COMMENTS:

GOOD WORK EXPERIENCE IN PRIVATE
SECTOR. REFERENCES INDICATE SHE
IS HARDWORKING & PERSONABLE

[Signature]

ADMINISTRATOR SIGNATURE

5/31/19

DATE

Brian,

I Marian T. Wilson, regret to inform you that I will not be returning next year.

At the end of this school year I will be resigning. I have enjoyed working as an aide on the special needs bus for the past five years, you have been a great boss.

We are taking an extended trip and not sure when we will return.

Marian

A handwritten signature in cursive script, appearing to read "Marian", written in black ink.

RECEIVED
MAY 30 2019

BY:

June 3, 2019

Dear Ms. Lambiaso & Mrs. Hoyt,

I will be leaving my position as MS/HS Secretary on June 21, 2019. It has been my pleasure to work with the administration, faculty and staff even for a few short months.

If possible, I would really like to stay at the HS/MS in some sort of capacity, preferably as an aide or on the subregistry.

Best Wishes,


Janine C. Fox

Pc: Dr. Richards
Unatego Board of Education