UNATEGO CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION AGENDA MONDAY, JUNE 5, 2023

EXEMPT SESSION

TO DISCUSS CSE RECOMMENDATIONS

6:30 P.M.

BOARD OF EDUCATION MEETING CALLED TO ORDER

7:00 P.M.

UNATEGO MS/SR HIGH SCHOOL ROOM #93/ZOOM

1. ROUTINE MATTERS

1.1	Call	to	order
	Call		OI GCI

- 1.2 Roll Call
- 1.3 Exempt Session
- 1.4 Open Session
- 1.5 Roll Call
- 1.6 Pledge
- 1.7 Approve regular Board Meeting Minutes of May 15, 2023
- 1.8 Approve the Annual District Meeting Minutes May 16, 2023
- 1.9 Approve special Board Meeting Minutes of May 22, 2023
- 1.10 Adopt Agenda

2. PUBLIC COMMENT

3. PRESENTATIONS

- 3.1 Administrators' Reports -
- 3.2 Diversity, Equity, and Inclusion Report Katherine Mazourek
- 3.3 Superintendent's Report Dr. David S. Richards

4. ADMINISTRATIVE ACTION

- 4.1 Approve CSE Recommendations (6.5.23 G1)
- 4.2 Adopt Unatego's Diversity, Equity, and Inclusion Plan (6.5.23 G2)
- 4.3 Set date and time for Annual Organizational Meeting (6.5.23 G3)
- 4.4 Approve Superintendent to authorize change orders for the capital project (6.5.23 G4)
- 4.5 Approve non-resident students for the 2023-2024 school year (6.5.23 G5)
- 4.6 Award Capital Improvement Project bid to Delta Engineers, Architects, & Surveyors (6.5.23 G6)
- 4.7 Award bus leasing bid to Santander Bank, N.A. (6.5.23 G7)
- 4.8 Approve addition to the HS course catalog (6.5.23 G8)
- 4.9 Rescind Brandon Simonds permanent appointment as Building and Grounds Maintainer (6.5.23 UC1)
- 4.10 Approve Patricia Loker School Business Manager (6.5.23 UC2)
- 4.11 Appoint summer food service workers for the 2023 summer feeding program at the Unatego Community Church, Unatego Elementary and Unatego MS/HS (6.5.23 UC3)
- 4.12 Appoint substitute summer food service workers for the 2023 summer feeding program (6.5.23 UC4)
- 4.13 Appoint the 2023 Unatego summer care program workers (6.5.23 UC5)
- 4.14 Appoint the 2023 Unatego summer care program substitute workers (6.5.23 UC6)
- 4.15 Approve Superintendent's Secretary and District Clerk salary for the 2023-2024 school year (6.5.23 UC7)
- 4.16 Approve District Treasurer's salary for the 2023-2024 school year (6.5.23 UC8)
- 4.17 Approve 12-month Supervisor salary for the 2023-2024 school year (6.5.23 UC9)

PG: 2

- 4.18 Approve School Business Manager's salary for the 2023-2024 school year (6.5.23 UC10)
- 4.19 Approve Rebecca Towndrow's permanent appointment (6.5.23 UC11)
- 4.20 Accept Melanie Ruff's resignation for the purpose to retire as an aide (6.5.23 UC12)
- 4.21 Approve bus drivers and bus aides for 2023 summer school (6.5.23 UC13)
- 4.22 Appoint Tanya Morrissey as a cleaner for the 2023 summer (6.5.23 UC14)
- 4.23 Approve returning non-teaching substitutes for the 2023-2024 school year (6.5.23 UC15)
- 4.24 Approve returning substitute teachers for the 2023-2024 school year (6.5.23 C1)
- 4.25 Appoint Sara Ingalls sole advisor for the "No Place for Hate" club (6.5.23 C2)
- 4.26 Appoint Jillian Cannistra as a substitute teacher for the 2022-2023 school year (6.5.23 C3)
- 4.27 Approve teachers/aide for summer school 2023 (6.5.23 C4)

5. PUBLIC COMMENT

6. PUBLIC COMMENT

7. 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 6.5.23

PG: 3

4.1

6.5.23 G1

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

4.2

6.5.23 G2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby adopt Unatego's Diversity, Equity and Inclusion Plan as presented.

4.3

6.5.23 G3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby set date and time for the Annual Organizational Meeting.

4.4

6.5.23 G4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby authorize the Superintendent to sign change orders for the capital project up to \$20,000.

4.5

6.5.23 G5

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve non-resident students for the 2023-2024 school year as presented.

4.6

6.5.23 G6

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the recommendation from School House Construction Services, LLC to award the bid for the asbestos abatement monitoring for the capital project to Delta Engineers, Architects, & Surveyors as presented.

4.7

6.5.23 G7

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby award bus leasing bid to Santander Bank, N.A. as presented.

4.8

6.5.23 G8

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the addition of Applied English and Communications course to the HS course catalog beginning with the 2023-2024 school year as presented.

4.9

6.5.23 UC1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby rescind Brandon Simonds permanent appointment as Buildings and Grounds Maintainer to a provisional appointment, effective May 15, 2023 (pending Civil Service Exam).

4.10

6.5.23 UC2

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, 2023 (pending Civil Service Exam).

Board Agenda 6.5.23

PG: 4

4.11

6.5.23 UC3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint (3) summer food service food workers for the Summer Feeding Program at the Unatego Community Church, Unatego Elementary and Unatego MS/HS, July 5, 2023 – August 15, 2023, at a rate of \$16.00 per/hr., 6 hours a day, not to exceed 7 hours per day (7:00am-1:00pm) as presented (Danielle Whitaker, Rena Barkman, and Melissa Washburn).

4.12

6.5.23 UC4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint (3) substitute summer food service food workers for the Summer Feeding Program at a rate of \$16.00 per/hr., 6 hours per day, not to exceed 7 hours per day (7:00am-1:00pm) as presented. (Tisha Degner, Heather McGrail, and Michelle Holcomb)

4.13

6.5.23 UC5

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint the 2023 Unatego full-time summer care program workers as presented. (Deborah Ritchey, Mari Ruff, Tamarah Brooks, and Kerri Frailey-Love)

4.14

6.5.23 UC6

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint the 2022 Unatego Summer Care Program substitute workers as presented. (Irene Murphy, Kim Renwick, Rena Barkman, Savannah Jackson, Nancy Dalton, Kelly Demorier, Sherri Lapp, Kristen Sousa, Becci Cutting, Michelle Holcomb, McKenzie Rutherford, and Danielle Whitaker)

4.15

6.5.23 UC7

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve salary, as allowed in the 2023-2024 school budget, a 4% salary increase for the Superintendent's Secretary, and a 4% increase on the District Clerk stipend for the 2023-2024 school year.

4.16

6.5.23 UC8

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve salary, as allowed in the 2023-2024 school budget, a 4% salary increase for the District Treasurer for the 2023-2024 school year.

4.17

6.5.23 UC9

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve salary, as allowed in the 2023-2024 school budget, a 4% salary increase for the 12-Month Supervisor for the 2023-2024 school year.

4.18

6.5.23 UC10

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve salary, as allowed in the 2023-2024 school budget, a 4% salary increase for the School Business Manager for the 2023-2024 school year.

Board Agenda 6.5.23

PG: 5

4.19

6.5.23 UC11

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve Rebecca Towndrow's permanent appointment as bus driver, effective June 6, 2023, as presented.

4.20

6.5.23 UC12

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby accept, with regret and appreciation, Melanie Ruff's resignation for the purpose to retire as an aide, effective July 31, 2023, as presented.

4.21

6.5.23 UC13

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve bus drivers and bus aides for the 2023 summer as presented.

4.22

6.5.23 UC14

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Tanya Morrissey as a cleaner for the 2023 summer as needed as presented.

4.23

6.5.23 UC15

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve returning non-teaching substitutes for the 2023-2024 school year as presented.

4.24

6.5.23 C1

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve returning substitute teachers for the 2023-2024 school year as presented.

4.25

6.5.23 C2

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Sara Ingalls as the sole advisor for the "No Place for Hate" club from March 1, 2023, to the end of the 2022-2023 school year based upon the resignation of Amanda Kane, her co-advisor, in February 2023, as presented.

4.26

6.5.23 C3

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby appoint Jillian Cannistra as a substitute teacher for the 2022-2023 school year as presented.

4.27

6.5.23 C4

RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the following teachers/aide for summer school 2023 (credit recovery & enrichment) as presented.

Unatego Diversity, Equity and Inclusion Plan

May 15, 2023

Committee Members:

Superintendent				
Director of Special Programs				
Elementary Principal				
Teacher				
Teacher, Parent				
Aide				
Teacher				
Student				
Community Representative (SUNY Oneonta), Parent				
Board Member, Parent				
Board Member				
Student				

Mission statement:

The Unatego Central School District is committed to and accountable for advancing diversity, equity, and inclusion in all forms.

We must work to embrace difference and foster a culture of inclusiveness to promote an environment of respect, safety, and opportunity for all.

We must work to promote social justice and cultural awareness throughout curriculum, programs, activities, and environment.

We must identify areas where we fall short and work to grow, develop and improve those areas to ensure we provide an environment that fosters and promotes a sense of belonging to our community.

Goal Area #1 - Development of Climate and Culture

<u>Goal</u>: Demonstrate a clear commitment to addressing the concepts of diversity, equity and inclusion.

Action steps:

- Develop a mission statement to distribute to the public.
- Measure and monitor implementation of the DEI Plan including periodic updates about progress and goals.
- Develop and distribute culture and climate Survey of 4th-5th grades, 6th-8th grades, 9th-12th grades.
- Plan for programs and opportunities.

Goal: Create a more inclusive and culturally aware environment in Unatego Central Schools.

- Data from surveys to identify and address areas of need.
- Encourage each employee to serve as an ambassador for DEI in the district.
- Develop opportunities in each school that celebrate diversity and inclusion.
- Review and revise policies and procedures, including the professional learning plan and accommodations regarding discrimination, harassment, and bullying annually.
- Develop partnerships with student clubs and community organizations.

Goal Area #2 - Culturally Aware Staff Community

<u>Goal</u>: Recruit, develop and retain culturally competent staff with a deeper understanding of DEI. Action steps:

- Develop and administer a needs assessment in each building to determine knowledge of diversity, equity and inclusion and use it to inform decisions about professional learning opportunities.
- Incorporate DEI into our professional learning opportunities.
- Provide consistent onboarding and orientation for all new faculty and staff to ensure awareness and understanding of all DEI policies, resources and goals.
- Provide professional learning opportunities for teachers of English as a New Language students in order to provide appropriate student support.
- Survey staff for implementation of the action plan.

Goal Area #3 Culturally Aware Student Community

Goal: Foster social and emotional growth as related to DEI.

- Review current social emotional programming for elements of diversity, equity and inclusion (Elementary - OLWEUS, MS/HS - Restorative Practice).
- Promote the development of leaders among students in school organizations
 (i.e. Safety Patrol, National Honor Society, Teen Leadership, Gay Straight Alliance, No Place for Hate, Rotary Youth Leadership Awards).
- Increase students' exposure to culturally relevant and responsive teaching and curriculum in all settings.

The DEI Plan closely aligns with the following:

- LINKS
 - Cultivate a "Culture of Care" that nurtures and sustains environments that are healthy, safe, and conducive to learning and working. The objective is to increase participation in the implementation of Social Emotional Learning strategies with students and staff.
- Board Goals
 - o Community Partnerships and Outreach
 - Community engagement
 - Partnerships with Local Colleges and Businesses
 - Engagement of Parents
 - School as a Community Center
 - Communication = Talking and Listening
 - o Academic Program
 - Hiring Teachers and Substitutes
 - Maintain and Expand Programming
 - o Culture and Climate
 - Student Health and Safety
 - Digital Citizenship and Literacy
 - DEI Student and Staff = Stressors, Burnout, Social/Emotional Needs
 - Sense of Belonging for all Students and Staff
 - Respecting Others/Diversity



20850 State Highway 28 Delhi, New York 13753

Unatego CSD – 2023 Capital Improvements Project

Recommendation to Award Professional Services

Date:

May 25, 2023

Project:

Unatego CSD Capital Improvements Project

Building: Middle/High School

Scope of work:

Asbestos Abatement Monitoring

Dear Dr. David S. Richards,

On May 3, 2023, we received a proposal from Delta Engineers, Architects, & Surveyors for Abatement Project Monitoring Services. Monitoring services will be required for abatement of the Middle/High School building work. The estimated fee of the project monitoring shown on the Unatego Central School Capital Project Incidental Budget Worksheet dated May 1, 2022, was \$80,000.00.

We have reviewed the attached proposal and recommend that the contract be awarded to Delta Engineers, Atchitects, & Surveyors, in accordance with their proposal for a Not To Exceed (NTE) cost of \$32,529.75 (Thirty-two-five-hundred-twenty-nine dollars and seventy-five cents.)

Following the action of the Board of Education accepting the proposal and authorizing the award of the contract, the successful firm should be notified immediately of the acceptance of their proposal.

Do not hesitate to contact our office if you have any questions or concerns.

Thank you,

Melisa Secord, PE

Project Manager / Engineer

Melisa Secord, PC

860 Hooper Road Endwell, NY 13760 Tel: 607.231.6600 Fax: 607.231.6640

www.delta-eas.com

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May 3rd, 2023

David S. Richards, Ph.D.
Superintendent of Schools
Unatego Central School District
P.O. Box 483, State HWY 7
Otego, NY 13825

RE:

Proposal for Abatement Project Monitoring, Air Monitoring & Air Sample Analysis Services

for: Unatego Middle/High School Summer 2023 Asbestos Abatement Project

Delta Project No.: Pending

Dear Dr. Richards:

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC (Delta) appreciates the opportunity to submit this proposal to provide onsite asbestos project and air monitoring services associated with the Asbestos-Containing Material abatement project to be performed in the Unatego Middle/High School Buildings located at 2641 NY-7, Otego, New York.

1.0 PROJECT DESCRIPTION

- 1.1 Per the design documents supplied by Delta, the asbestos containing materials anticipated to be Removed include:
 - Floor tile and associated mastic
 - Pipe/pipe fitting insulation
 - Wall panel mastic
 - Chalk board mastic

1.0 **SCOPE OF SERVICES**

- 2.1 Asbestos On-site monitoring services Air monitoring services and final visual inspection as listed below shall be performed by a single individual certified by the NYS DOL and the EPA to perform both Project Monitoring and Air Monitoring Duties. If multiple work areas in different sections of the building are being completed simultaneously, a 2nd project monitor may be required.
- 2.1.1 Air monitoring and sample analysis
 - A. Provide necessary certified labor, equipment, and media to perform air monitoring as per regulations set forth in 12 NYCRR Part 56-4. Air monitoring shall be performed for all phases of the asbestos abatement project below:
 - a. Phase IB, Part 56-6, background air sampling requirements
 - b. Phase IIA, Part 56-7.1, work area preparation air sampling requirements.
 - c. Phase IIB, Part 56-8.1, asbestos abatement air sampling requirements
 - d. Phase IIC, Part 56-9.2, final cleaning and clearance procedures
 - B. Courier or mail samples to approved laboratory for analysis
 - C. Air sample analysis shall be performed by independent Laboratory(s). The laboratory used for all phase contrast microscopy (PCM) and transmission electron microscopy (TEM)



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analysis shall be approved/accredited by the NYS Department of Health (ELAP). Analysis of all background, work area preparation, and abatement air samples shall be performed by Phase Contrast Microscopy (PCM) as per the NIOSH 7400 A Rules methodology. Analysis of all final clearance air samples shall be performed by Transmission Electron Microscopy (TEM) as per AHERA methodology.

- D. Provide required daily documentation (i.e. sample results, logs, reports, drawings) and response actions as per regulations set forth in 12 NYCRR Part 56-4.
- 2.1.2 Project monitoring Provide certified labor (NYS certified project monitor) to enforce all Federal/State/Local regulations and related provisions (i.e. client specifications).
 - A. Perform daily review of project documentation including:
 - a. Company Licensing information
 - b. Worker documentation (asbestos certificate, medical/fit-test certifications)
 - c. Project Notification (and amendments)
 - d. Site specific variances
 - e. Air sampling results
 - f. Contractor supervisor's log
 - g. Project bulk sample inspection/survey documentation
 - h. Inspection of daily abatement operations
 - B. Project monitoring duties to include:
 - a. Maintaining daily log
 - b. Daily inspections during work area preparation activities
 - c. Performance of a pre-abatement visual inspection
 - d. Daily inspections during abatement activities
 - e. Daily inspections during cleaning activities
 - C. Performance of a final visual inspection as per the requirements of 12 NYCRR Part 56-9.1(d)(1)
 - D. Prepare a final report to include all project information, documentation, daily logs and air sample results as required 12 NYCRR Part 56-4.

3.0 TIME SCHEDULE

- 3.1 On-site monitoring services would be contingent upon the abatement contractor's abatement schedule. Based on the schedule supplied by School House Construction Services, the work is anticipated to be completed over a worst-case 7-week time frame. Onsite monitoring requirements in addition to the 7-weeks would include background and final air clearance air sample collection; as well as performance of a final visual inspection following the conclusion of abatement/cleaning activities.
- In addition to the site and associated travel time, consulting time may also be required during the course of the project (i.e. Project Management/Code interpretation, etc.) and at the completion for the preparation and review of the Monitoring Report.
- 3.3 If the services covered by this proposal have not been completed within this time, through no fault of Delta, a time extension and associated additional costs to complete our services may be renegotiated.

4.0 PROPOSAL ASSUMPTIONS

4.1 Abatement monitoring services to comply with the requirements of 12 NYCRR Part 56.



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- 4.2 Electric power will be available on site for electric air sampling pumps.
- 4.3 All work to be completed during weekday, normal business hours time frame. (No weekend work is anticipated). A premium "overtime" rate would apply to shifts in excess of 8 hours, offshift or weekend work.
- 4.4 This proposal is based on a proposed abatement schedule of 35 working days, and does not include site time for observance of waiting/settling periods.
- 4.5 Abatement operations will be accomplished in a multiple large and small project work areas.
- 4.6 Final clearance air samples to be analyzed at 24-hour turn-around time. Expedited air sample analysis (< 24 hours) would be charged at an additional/premium rate.
- 4.7 This proposal includes collection of a single set of final clearance air samples per work area location. No contingency for final air samples reported as greater than the clearance criteria of < 0.01 f/cc (PCM) or 50 s/mm (TEM). Additional sets of final clearance air sampling would be charged at the unit rates.

5.0 DELIVERABLES

5.1 Asbestos Project Monitoring and Air Sampling/Analysis Report - One electronic (pdf) copy. (Hard copies can be provided upon request)

6.0 COMPENSATION

6.1 Delta Engineers proposes to provide the Services as detailed in Section 2.0 for a **Not-to-Exceed**Fee of \$32,579.75. See the attached back-up form for NTE unit pricing

7.0 **EXPENSES**

Direct and reimbursable expenses are included in the Not to Exceed Fee(s).

8.0 EXTRA WORK REQUESTS

If work on this project is believed by Delta Engineers to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your approval we will proceed with this additional work and bill based on Delta's standard unit pricing.

9.0 AGREEMENT TERMS

This project will be billed upon submission of our deliverable. Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.



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Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please feel free to contact me at 607-231-6675 (cell: 607-343-3028) if you have any questions or require any additional information.

Respectfully, DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC

William T. Johnson Project Manager

Enc:

Proposal Back-up Form

Exhibit A



Abatement Phase Monitoring Services NTE Fee Back-up Form

Client: Unatego CSD Capital Improvement Summer 2023 Delta Project No.: TBD Contact:

Project: Unatego Middle/High School, Capital Improvement Project - Abatement Phase Project Monitoring, Air Monitoring and

Unit No	Unit Description	Unit Quantity	Unit Price	Total Cost	
	Project Monitor/Air Sampling Tech Site Time *	330	\$55	\$18,150.00	Based on 7 Travel,Repo
	Project Monitor/Air Sampling Tech Overtime/Weekend Rate		\$60	\$0.00	
	Project Manager *	14	\$140	\$1,960.00	Consulting Review/Pro
		LABO	R TOTAL -	\$20,110.00	
	PCM and TEM Air Sample Analysis				
	PCM Air Sample Analysis 24-hour TA (Background/Prep/Daily)	400	\$10	\$4,000	final cleara and small p
	PCM Final Air Sample Analysis 12-hour TA (Finals)	84	\$12	\$1,008	backgroun samples
	TEM Air Sample Analysis 24-hour TA (Finals)	100	\$62	\$6,200	background samples
		ANALYTICA	L TOTAL -	\$11,208	
	Reimbursables	i e			
	Variance Petition Fee to the NYS DOL		\$350	>	
	Mileage	1,850	\$0.655	\$1,211.75	
	RE	IMBURSABL	E TOTAL -	\$1,211.75	
	ABATEMENT-PHASE MO	NITORING N	TE TOTAL	\$32,529.75	

EXHIBIT A – Terms and Conditions

Indemnification: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client's contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, including attorney's fees and costs and expert-witness fees and costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Contract, from any cause or causes, so that the total aggregate liability of Delta to the Client shall not exceed \$50,000, or the total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

<u>Termination of Services</u>: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

<u>Dispute Resolution</u>: Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

Accuracy of Client Documents: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta is not held liable for inaccurate or incomplete information provided by the Client.

Ownership of Documents: All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta's professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client a license to use the instruments of professional service for the purpose of completing Client's objective associated with this Agreement. Reuse or modification of any such documents by Client, without Delta's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney's fees, arising out of unauthorized reuse by Client of by others acting through Client. Should this agreement be terminated by either party, Client's failure to pay for all services rendered to the date of termination will result in the license to use the instruments of professional service also terminating.

Estimates of Construction Cost: Because Delta does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Delta cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Delta's services required to bring costs within any limitation established by the Client, and/or to re-bid the project, will be paid for as Additional Services.

Use of Electronic Media: Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf that are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3rd Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data transmitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

Excluded Services: Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

Reliance on Others: Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, contractors, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

Fiduciary Duty: The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary duty shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.

Unatego Central School District

Unatego, NY 13825

MEMO

To:

Dr. Richards

From: Patti Loker, School Business Manager

Date: May 31, 2023

Re:

Bus Lease Bid Results

On December 5, 2022, the Unatego Central School District voters approved the leasing of four buses, at an amount not to exceed \$135,000 per year, for a term not to exceed five years.

Earlier this month, a legal ad was placed, requesting bids.

Three companies responded with bids: Santander Bank, N.A., Daimler Truck Financial Services, and Ontario Investments.

Santander Bank, N.A. responded with the lowest bid. The total bid amount, for three large school buses and one medium bus, amounted to \$97,229.00 per year, with an interest rate of 5.05%.

I recommend that the Board of Education award the bus lease bid to Santander Bank, N.A.

To:

Dr. Richards, Superintendent

From: Julie Lambiaso, High School Principal

Date:

June 1, 2023

Re: Course Catalog Addition

I am recommending we add the following course to the course catalog beginning with the 2023-2024 school year.

Applied English and Communications

This course will be designed to help students master common English reading, writing, and speaking skills needed on the job and in other areas of adult life. Applied activities and guest speakers with insight to career preparation, the career market, and English Language Arts expectations in the workplace will also be part of this course. This is a full-year course and will use the Unatego grading policy.

To:

Dr. David Richards, Board of Education

From: Luci Hopps Cook/Manager, DCMO BOCES

Re:

Cook/Manager

Date:

06/05/2023

I would like to recommend Danielle Whitaker, Rena Barkman, and Melissa Washburn for the Summer Feeding Program, at the rate of \$16.00 per hour from 7:00 am – 1:00 pm, not to exceed 7 hours per day.

I would also like to recommend Tisha Degner, Heather McGrail, and Michelle Holcomb as a substitute for the Summer Feeding Program, at the rate of \$16.00 per hour from 7:00 am - 1:00 pm, not to exceed 7 hours per day.

The program will run from July 5th - August 15th.

Thank You,

Luci Hopps

Cook/Manager, DCMO BOCES

(607)988-5035

To: Board of Education

RE: Recommendations for the 2023 Unatego Summer Care Program

I would like to recommend the following people for full-time employment during the 2023 Summer Care program: Deborah Ritchey, Mari Ruff, Tamarah Brooks, and Kerri Frailey.

I would like to recommend the following people as a substitute for the 2022-23 After School Care
Program: Irene Murphy, Kim Renwick, Rena Barkman, Savannah Jackson, Nancy Dalton, Kelly DeMorier,
Sherri Lapp, Kristen Sousa, Becci Cutting, Michelle Holcomb, McKenzie Rutherford, and
Danielle Whitaker.

Thank you for your time and consideration on this matter.

Sincerely,

Carrie DeJoy

Director, ASCP

Unatego Central School

2641 STATE HIGHWAY 7 OTEGO, NEW YORK 13825-9795 www.unatego.org FAX (607) 988 -1039

Dr. David S. Richards Superintendent of Schools (607) 988 -5038

Patricia Loker Business Manager (607) 988-5038

To:

Dr. David Richards, Superintendent of Schools

From: Brian Trask, Transportation Supervisor

Date:

June 2, 2023

I am recommending Rebecca Towndrow, permanent appointment as a bus driver, effective June 6, 2023.

Thank you, an trask

Brian Trask

Transportation Supervisor

June 1, 2023

JUN 0 1 2023

To: Unatego Central School

From: Melanie Ruff

To Whom It May Concern

With excitement for the future and many fond memories, this letter serves as notification that I, Melanie Ruff, will be retiring from my position as a teacher's aide with the Unatego Central School District effective the 31th of July, 2023 (07/31/2023).

Thank you for 31 years of fun, friendship and family. I look forward to seeing you all and remaining active in the school community.

Sincerely,

Melanie Ruff

Dr. Richards,

I recommend the following 2023 summer school transportation work as needed.

Rich Cooley
Claudia Fallot
Kerry Fallot
Mike Fortin
Tracy Fortin
Janet Peebles-LeClair
Rebecca Towndrow
Carol Wilber
Marion Wilson
Allison Worman
William Worman
Dale Young
Tanya Morrissey

Thank you

Brian Trask

Dr. Richards,

I recommend the following for 2023 summer custodial work as needed.

T**o**nya Morrissey

Thank you

Brian Trask

Unatego Central School

PO BOX 483 2641 STATE HIGHWAY 7 OTEGO, NEW YORK 13825-9795 www.unatego.org FAX (607) 988 -1039

Dr. David S. Richards Superintendent of Schools (607) 988 -5038

Patricia Loker Business Manager (607) 988-5038

June 2, 2023

Approve the following returning non-teaching substitutes for the 2023-2024 school year:

Kirby Baker (Aide)
Joseph (Will) Clark (Bus Driver)
Valaree Cubby (Aide/LTA)
Becci Cutting (OCA Aide)
Brian Cutting (LTA)
Carrie DeJoy (Aide, LTA)
George DeNys (LTA)
Elizabeth Hilton (OCA Aide)
Savannah Jackson (Aide, LTA, Clerical)
David Nichols (Cleaner, Bus Driver)
Kim Renwick (Aide, LTA)
Brandon Simonds (Bus Driver)
Mary Sloan (Aide/LTA)
Nathan Vibbard (LTA)

Approve the following returning substitute teachers for the 2023-2024 school year:

Kathy Becker
William Brundege
Valaree Cubby
Brian Cutting
Carrie DeJoy
George DeNys
Howard Hacker
Savannah Jackson
Deborah Nolan
Suzanne Patrick
Kim Renwick
Mary Sloan
Nathan Vibbard
Laura Wade

Sheila Nolan

From:

Tim Simonds

Sent:

Monday, May 22, 2023 2:17 PM

To:

Sheila Nolan

Subject:

Sara Ingalls Advisor Recommendation

Hi Sheila,

I write to recommend Sara Ingalls as the sole advisior for the No Place for Hate Club from March 1st through the end of the 2022-2023 school year based upon the resignation of Amanda Kane, her co-advisor, in February.

Please contact me if you have any questions.

Thanks,

Tim



Unatego Central School District Special Programs Office

P.O. Box 483 2641 State Highway 7 Otego, NY 13825

www.unatego.org (607) 988-5034 Fax (607) 988-5070

To:

Unatego Board of Education

From: Katherine Mazourek

Date:

May 31, 2023

Re:

Jillian Cannistra

Please consider hiring Jillian Cannistra as a substitute at Unatego for the remainder of the 2022-2023 school year. Jillian will be joining the Unatego Staff as a special education teacher at the middle school in the 2023-2024 school year.

Thank you!

To:

Dr. Richards, Superintendent

From: Julie Lambiaso, High School Principal

Date:

June 2, 2023

Re:

Summer School

I am recommending the following staff for summer school:

Shannon Adams

Jeanne Butler

Abby Costello

Dian Jungerman

Megan Short

Kim Trask