

*Oneonta City School District
Regular Meeting
of the
Board of Education
November 7, 2012*

Location: Valleyview Elementary School

Time: 7:00 p.m.

I. Opening

A. Call to Order

B. Roll Call

C. *Resolved*, to adopt the agenda as presented.

Action Item

D. *Resolved*, to approve the minutes of the October 24, 2012 Board of Education meeting as presented.

Action Item

II. Communications

Opportunity to Address the Board

III. Personnel

Approval of Personnel Memorandum 2012-18

1. Non-Certificated

Action Item

Resolved, that the reading of the Non-Certificated Personnel Memorandum #2012-18 be waived and that the action items dated November 7, 2012 be approved as recommended by the Superintendent of Schools.

2. Teaching and Administrative

Action Item

Resolved, that the reading of the Teaching and Administrative Personnel Memorandum #2012-18 be waived and that the action items Dated November 7, 2012 be approved as recommended by the Superintendent of Schools.

IV. New Business

A. Superintendent's Report

1. *Resolved*, to approve a resolution specifying the necessity for the reconstruction of and construction of improvements to school district buildings in and for the City School District of the City of Oneonta, Otsego County, New York as presented.
(Roll call vote required) *Action Item*

2. *Resolved*, to approve a resolution authorizing the reconstruction of and construction of improvements to school district buildings in and for the City School District of the City of Oneonta, Otsego County, New York, at a maximum estimated cost of \$4,611,976 and authorizing the issuance of bonds not exceeding \$4,611,976 of said school district to pay the cost thereof.
(Roll call vote required) *Action Item*

3. *Resolved*, to designate Tuesday, January 8, 2013 as the date of a public vote in the Oneonta City School District. *Action Item*

4. *Resolved*, that the Board of Education designates Tuesday, December 18, 2012 as the day and date for voter registration in preparation for the January 8, 2012 vote. The Registration Board will be available at the District Office at 31 Center Street, Oneonta, New York from noon to 4:00 p.m. on December 18, 2012. *Action Item*

5. *Resolved*, to approve a Second Reading of the following policies: *Action Item*

Concussion Management Policy
Use of a Time Out Room

6. *Resolved*, to approve a trip for students of the OHS Choir to see The Lion King in New York City on on March 20, 2013. All expenses paid by the students.

Action Item

7. *Resolved*, to approve a trip for the OHS Band to see The Blue Man Group in Boston on either March 9, 2013 or March 16, 2013. All expenses paid by the students.

Action Item

B. Business Official's Report

1. *Resolved*, that the reading of Financial Memorandum #2012-18 dated November 7, 2012 be waived and that the financial action items be approved as recommended by the Superintendent of Schools.

Action Item

V. Opportunity to Address the Board

VI. Roundtable

VII. Executive Session

VIII. Adjournment

*Oneonta City School District
Minutes of the
Board of Education
Meeting of
October 24, 2012*

Location: Greater Plains Elementary School

Time: 7:00 p.m.

Members Present: Darren Gaisford, Bill Grau, Rosalie Higgins, Susan Kurkowski, Grace Larkin, Jamie Reynolds, Marilyn Rosas

Members Absent: None

Others Present: David Rowley, *Superintendent*; Tom Brindley, Kevin Johnson, Nancy Osborn, Bonnie Nobiling, Tim Gracy, Eileen Lishansky, *District Clerk*; news media.

Grace Larkin, President called the meeting to order at 7:00 p.m..

Resolved, to adopt the agenda as *amended*.

Addendums to Personnel Memo # 2012-17 and Financial Memo # 2012-17, (included in supplemental folder)

Resolution Moved: Bill Grau
Seconded: Susan Kurkowski

Resolution Passed
(7-0)

Resolved, to approve the minutes of the October 10, 2012 Board of Education meeting as presented.

Minutes

Resolution Moved: Bill Grau
Seconded: Susan Kurkowski

Resolution Passed
(7-0)

Resolved, that the reading of the Non-Certificated Personnel Memorandum #2012-17 be waived and that the action items dated October 24, 2012 be approved as recommended by the Superintendent of Schools.

*Personnel
memo
2012-17*

Resolution Moved: Bill Grau
Seconded: Susan Kurkowski

Resolution Passed
(7-0)

Resolved, that the reading of the Teaching and Administrative Personnel Memorandum #2012-17 be waived and that the action items dated October 24, 2012 be approved as recommended by the Superintendent of Schools.

Resolution Moved: Bill Grau
Seconded: Susan Kurkowski

Resolution Passed
(7-0)

Paul Bedford, Architect from Keystone Associates, LLC presented information regarding a proposed Capital Project.

(Item 2.)

Resolved, to approve a resolution specifying the necessity for the reconstruction of and construction of improvements to school district buildings in and for the City School District of the City of Oneonta, Otsego County, New York as presented.

(Roll call vote required)

Resolution Moved: Bill Grau
Seconded: Darren Gaisford

The Board members discussed the fact that there was a great deal of detail presented this evening regarding the proposed Capital Project. Mr. Grau suggested that it may be beneficial for the members to have additional time to review the proposed project prior to voting on the following motions. Therefore, it was:

Resolved, to Table the motion above (Item 2.).

Resolution Moved: Rosalie Higgins
Seconded: Bill Grau

Resolution Passed
(7-0)

(Item 3.)

Resolved, to approve a resolution authorizing the reconstruction of and construction of improvements to school district buildings in and for the City School District of the City of Oneonta, Otsego County, New York, at a maximum estimated cost of \$4,611,976 and authorizing the issuance of bonds not exceeding \$4,611,976 of said school district to pay the cost thereof.

(Roll call vote required)

Resolution Moved: Bill Grau
Seconded: Darren Gaisford

It was also:

Resolved, to Table the motion above (Item 3.).

Resolution Moved: Bill Grau
Seconded: Rosalie Higgins

Resolution Passed
(7-0)

(Item 4.)

Resolved, to designate Tuesday, December 11, 2012 as the date of a public vote in the Oneonta City School District.

Resolution Moved: Bill Grau
Seconded: Darren Gaisford

It was also:

Resolved, to Table the motion above (Item 4.).

Resolution Moved: Bill Grau
Seconded: Rosalie Higgins
Resolution Passed
(7-0)

(Item 5.)

Resolved, that the Board of Education designates Tuesday, November 20, 2012 as the day and date for voter registration in preparation for the December 11, 2012 vote. The Registration Board will be available at the District Office at 31 Center Street, Oneonta, New York from noon to 5:00 p.m. on November 20, 2012.

Resolution Moved: Bill Grau
Seconded: Darren Gaisford

It was also:

Resolved, to Table the motion above (Item 5.).

Resolution Moved: Bill Grau
Seconded: Rosalie Higgins
Resolution Passed
(7-0)

School Board Recognition Week, October 29- November 4, 2012. Eileen Lishansky, District Clerk read a proclamation from Governor Andrew Cuomo.

Resolved, that the reading of Financial Memorandum #2012-17 dated October 24, 2012 be waived and that the financial action items be approved as recommended by the Superintendent of Schools.

*Financial Memo
2012-17*

Resolution Moved: Bill Grau
Seconded: Darren Gaisford
Resolution Passed
(7-0)

Being no further business the Chair entertained a motion to adjourn and move to Executive Session to discuss Special Education, negotiations and a particular person(s). At 8:10 p.m. Bill Grau motioned, seconded by Darren Gaisford. Motion passed unanimously (7-0) and the Board of Education moved to Executive Session.

At 8:17 p.m. the Board convened in Executive Session.

Resolved, to approve as presented the CSE/CPSE recommendations for students as listed on Special Education Memorandum #2012-16 dated October 24, 2012.

Resolution Moved: Bill Grau
Seconded by: Rosalie Higgins

Resolution Passed
(7-0)

At 10:15 p.m. Darren Gaisford motioned seconded by Jamie Reynolds to adjourn. Motion passed unanimously (7-0) and the meeting was adjourned @ 10:15 p.m..

Respectfully Submitted,



Eileen Lishansky
District Clerk

ENLARGED CITY SCHOOL DISTRICT
PERSONNEL MEMORANDUM NO. 2012 – 18

TO: Board of Education
 FROM: David Rowley, Superintendent of Schools
 DATE: November 7, 2012
 RE: Personnel Memorandum No. 2012 – 18

NON-CERTIFIED

A. Discontinuance

1. Retirement

<u>Name</u>	<u>Position</u>	<u>Effective</u>
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2. Resignation

<u>Name</u>	<u>Position</u>	<u>Effective</u>
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3. Termination due to elimination of position

<u>Name</u>	<u>Position</u>	<u>Effective</u>
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→ **Erwin Vega** **Custodial Worker** **November 7, 2012**
 Mr. Vega's is least senior in his area of employment. His position was eliminated while he was on a leave of absence. He will be placed upon a preferred hiring list for a period not to exceed one (1) year as per Article XIV, Paragraph 3 of the CSEA agreement.

B. Civil Service Appointments

1. Provisional (Temporary)

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>
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2. Permanent with Probationary Period

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>
Regina McGuinness	Account Clerk	\$24,289.00	Sept. 4, 2012 – Jan. 3, 2013

3. Permanent

<u>Name</u>	<u>Position</u>	<u>Effective</u>
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4. Exempt/Non-Competitive effective

5. Contract Salary

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective</u>
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6. Additional Assignment

<u>Name</u>	<u>Position</u>	<u>Stipend</u>	<u>Effective</u>
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7. Long-term Substitute

<u>Name</u>	<u>Position</u>	<u>Effective</u>
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8. School Monitor

<u>Name</u>	<u>Initial Assignment</u>	<u>Hourly Rate</u>
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9. Substitute Clerical

10. Substitute Custodial/Maintenance

11. Substitute School Nurse

12. Student Worker

→ **Andrew Tilke**

13. Game Staff (Recreational Specialist)

14. Adult Education

a. Non-Instructional Appointments

Name Hourly Rate

b. Adjustments

Name Position Hourly Rate

c. Resignations

Name Position Effective

15. Extended Day Programs Non-Instructional staff – Before/After School Programs

a. Appointments

Name Initial Placement Hourly Rate

b. Adjustment

Name Placement from To Hourly Rate From To

c. Terminated

C. Other

1. Leave of Absence

Name Position Type Leave Approximate Effective Date

Justin Hughes Custodial Worker Family Sick/FMLA November 19 – 30, 2012*

Justin Hughes Custodial Worker Sick/FMLA December 3 -14, 2012*

*These leaves will run concurrently, with pay, as designated by availability of time and physicians documentation.

2. Abolish Position

Title Effective

→ **Custodial Worker** **July 1, 2012**
Inadvertently omitted from June 13, 2012 Personnel Memorandum

3. Create Position

Position Effective Hourly Rate

4. Contract Continuation

Name Position Effective Through

5. Hourly Rates/Game Fee Schedule

Position Hourly Rate*

6. Job Title Change/One Year Transfer

Name From To Effective

Craig Goodrich Groundsperson Custodial Worker (3rd Shift) December 4, 2011-December 3, 2012*

*Mr. Goodrich will continue to receive his current salary plus night differential as per his agreement with Mr. Shea.

7. Job Title Change

Name From To Effective

→ **Thomas Burns** **Custodian** **Custodial Worker*** **November 26, 2012**

→ **Craig Goodrich** **Custodial Worker (3rd Shift)** **Custodial Worker (1st Shift)**** **November 26, 2012**

*Mr. Burns will continue to receive his current salary plus night differential as per a pending MOU between the Superintendent and CSEA.

**Mr. Goodrich will continue to receive his current salary. He will no longer be entitled to a night differential. This change in agreement is as per a pending MOU between the Superintendent and CSEA.

8. Emergency Clearance

TEACHING AND ADMINISTRATIVE

A. Discontinuance

1. Retirement

Name Position Effective

2. Resignation

Name Position Effective

3. Termination

Name Position Effective

B. Appointments

1. Tenure

Name Tenure Area Effective

2. Administrative/Teaching

Name Position Salary Effective Date of Hire

→ **Megan Fulkerson** **.2 Special Education Teacher** **\$7,738.60 pro** **October 22, 2012**

Tenure Area Cert. Status 90 Day Notif. Date Tenure Date

NA pending NA NA

This is a part-time position, and there is no probationary appointment or a potential for a tenure appointment.

3. Long-term Substitute

Name Position Salary Effective Date of Hire

4. Substitute Teacher/Teaching Assistant

→ **Lance Ratchford*** **Marisa Speranzi**

***pending fingerprint clearance**

5. Volunteers effective 2012-13

Name Position

→ **Nancy Garrison** **Classroom Assistant (VV)**

Jayne Kelly **Classroom Assistant (RS)**

Jay Nowak **Classroom Assistant (RS)**

Lisa Nowak **Classroom Assistant (RS)**

6. Administrative Contract Adjustment

Name Position Salary Effective

7. Other

Name Position Stipend

C. Additional Assignments

1. Coach: 2012 – 2013*

Name Position Stipend

Appointments Pending: Modified Track Assistant

*appointments contingent upon completion of First Aid/AED/CPR certifications and other criteria as designated by NYSED

2. Extra-Curricular Advisors

Name Position Stipend

3. Other effective 2012 - 2013

Name Assignment Stipend

D. Adult Education

1. Appointment

Name Position Hourly Rate

2. Resignation

Name Position Effective

E. District Extended Day Program – Instructional Staff

1. Appointment

Name Position Hourly Rate

2. Resignation

Name Position Effective

F. Continuation Administrative/Teaching

1. First Year Probation

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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2. Second Year Probation

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
Caitlin Moreland	Spec. Ed. Teacher	9/1/11	6/2/13	8/31/14

3. Third Year Probation

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
Katie (Finch) Boshart	Phys. Ed. Teacher	9/1/10	6/2/13	8/31/13
Amy (McCann) Lamb	For. Lang. Teacher	9/1/10	6/2/13	8/31/13

4. First of Two Years Probation

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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5. Second of Two Years Probation (Jarema Credit)

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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6. Second of Two Years Probation (Previous Tenure)

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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7. First of Two Years Probation (Jarema Credit)

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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8. First of Two Years Probation (Previous Tenure)

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
Jennifer Allers	For. Lang. Teacher	9/1/12	6/3/14	9/1/14
Abbe Furnari	Fam & Con. Sci. Tch	9/1/12	6/3/14	9/1/14
Nicole Gelbsman	Special Ed Teacher	9/1/12	6/3/14	9/1/14

9. Fourth Year Probation (Juul Extension)

<u>Name</u>	<u>Position</u>	<u>Effective Date of Hire</u>	<u>90 Day Contractual Notification</u>	<u>Tenure Effective</u>
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G. Other

1. Leaves of Absence

<u>Name</u>	<u>Position</u>	<u>Type of Leave</u>	<u>Approximate Effective Date</u>
Melissa Brockway	English Teacher	child rearing	Jan 30, 2012 – Jan. 25, 2013**
Adriane Cej	Science Teacher	personal	2011– 2013**
Li-Ju Chen	Music Teacher	personal	Jan 8 – June 21, 2013**
Shannon Forbes	Teaching Assistant	personal	2012 - 2013
Melinda Gelbsman	Science Teacher	sick/FMLA*	Sept. 4, 2012 – to be determined
Carrie Hall	Music Teacher	personal	2012 – 2013
Megan Nader	Music Teacher	personal	2011 – 2013**
George Paulson	Social Studies Teacher	sick/FMLA*	Oct. 4, 2012 – to be determined
Todd Scanlon	.6 Guidance Counselor	personal	2011 - 2013**
→ Sarah Tirado	Social Studies Teacher	sick/FMLA*	Oct. 29, 2012 -to be determined***

* leaves will run concurrently and be with pay as determined by a physician's note and available time.
 ** as per Memo of Understanding between Superintendent and OTA.
 ***previously approved leave of absence, note change to appropriate effective date

2. Abolish Position

<u>Position</u>	<u>Effective</u>
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3. Create Position

<u>Position</u>	<u>Effective</u>
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4. Contract Continuation

<u>Name</u>	<u>Position</u>	<u>Extension Through</u>
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5. Hourly/Per Diem Rate Schedule

<u>Position</u>	<u>Stipend</u>
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6. Emergency Fingerprint Clearance



ORRICK, HERRINGTON & SUTCLIFFE LLP
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October 22, 2012

Thomas E. Myers
(212) 506-5212 (direct dial)
tmyers@orrick.com

VIA E-MAIL (lweeks@oneontacsd.org)

Ms. Lisa Weeks
Business Manager
Oneonta City School District
189 Main Street, Suite 302
Oneonta, New York 13820

Re: City School District of the City of Oneonta, Otsego County, New York
Reconstruction of Various School District Buildings - \$4,611,976 Bonds
Orrick File: 42384-2-24

Dear Lisa:

In accordance with your recent request, enclosed are draft proceedings containing a bond resolution and a resolution providing for the submission of the proposition at a Special District Meeting as follows:

- 1) Bond Resolution. This resolution must be adopted by the affirmative vote of not less than three-fifths of the total voting strength of the Board of Education.
- 2) Resolution providing for inclusion of the proposition on the resolution at the Special District Election. This resolution must be adopted by the affirmative vote of not less than a majority of the total voting strength of the Board of Education.
- 3) Resolution of Necessity. This resolution must be adopted by the affirmative vote of not less than a majority of the total voting strength of the Board of Education.

As you know, the notice of the referendum must be published four times within the seven weeks preceding the referendum in the newspaper having general circulation in the School District.

The Notice of the Election must be published four times within the seven weeks preceding the Election in *two* newspapers having general circulation in the School District. (The law requires publication in two newspapers having general circulation in the School District, if there be two such newspapers, otherwise publication in one will suffice). The first publication must be made not less than 45 days prior the date of the Special Election.

When utilized, please furnish us with the following:

- 1) An **ORIGINALLY** certified copy of the enclosed proceedings containing the bond resolution and the resolution providing for the holding of the referendum.

Ms. Lisa Weeks
October 22, 2012
Page 2

- 2) An **ORIGINAL** printer's affidavit of publication of the notice of the referendum from the official newspaper, evidencing the four required publications each.
- 3) An **ORIGINALLY** certified copy of the Resolution of Necessity.

Please do not wait for the affidavits to become available before furnishing us with the other items requested above, and do call with any questions. Please furnish us with items 1 and 3 before the other items become available, so that we will have in your hands in time for the election minutes canvassing the vote on the election in accordance with the provisions of Section 2610(4) of the Education Law. The Board must meet on the date of the election or by 8:00 o'clock on the evening after the election and canvass the vote. You will need to publish a Legal Notice of estoppel upon a successful vote and I will supply same immediately upon notice of your successful referendum.

With best wishes,

Very truly yours,

Thomas E. Myers

TEM/zmt
Enclosures
752075474.01

**BOND RESOLUTION
AND
ELECTION PROCEEDINGS**

At a regular meeting of the Board of Education of the City School District of the City of Oneonta, Otsego County, New York, held at ^{40-46 Valleyview} ~~100 Main~~ Street, in Oneonta, New York, in said School District, on the ^{7th} ~~24th~~ day of ^{November} ~~October~~, 2012, at _____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED ^{November 7,} ~~OCTOBER 21,~~ 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,611,976 SERIAL BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF ONEONTA, OTSEGO COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO VARIOUS SCHOOL DISTRICT FACILITIES, IN AND FOR SAID SCHOOL DISTRICT.

WHEREAS, all proceedings required pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, have been satisfied and the project, as proposed, has been determined by the School District to not have a significant effect on the environment; and

WHEREAS, this bond resolution is adopted subject to approval at a Special City School District Meeting to be held on ^{January 8, 2013} ~~December 11, 2012~~; and

WHEREAS, all other conditions precedent to the financing of the capital project hereinafter described, have been performed; and

WHEREAS, it is therefore now desired to authorize the financing thereof; NOW THEREFORE,

BE IT RESOLVED, by the Board of Education of the City School District of the City of Oneonta, Otsego County, New York (the "School District"), as follows:

Section 1. The class of objects or purposes to be financed pursuant to this bond resolution is the reconstruction and construction of improvements to various School District facilities, including site improvement, original equipment, furnishings, apparatus, appurtenances, and other incidental improvements and costs incidental thereto, at the maximum estimated cost of \$4,611,976, which is hereby authorized at said maximum estimated cost.

Section 2. The plan for the financing of such class of objects or purposes consists of the issuance of \$4,611,976 serial bonds of said School District which are hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law. Such bonds are to be payable from amounts which shall annually be levied on all the taxable real property in said School District after applying State aid, and the faith and credit of said School District are hereby pledged for the payment of said bonds and the interest thereon.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years, pursuant to subdivision 97 of paragraph a of Section 11.00 of the Local Finance Law, as “educational facilities” as described therein but the term of the bonds will be limited to 25 years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said President of the Board of Education, consistent with the provisions of the Local Finance Law.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the City School District of the City of Oneonta, Otsego County, New York, by the manual or facsimile signature of its President of the Board of Education, and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of its School District Clerk.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the President of the Board of Education, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said School District, provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the President of the Board of Education shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such serial bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the School District by the facsimile signature of the President of the Board of Education, providing for the manual countersignature of a fiscal agent or of a designated official of the School District), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the President of the Board of Education. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so

collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the President of the Board of Education shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. Upon this resolution taking effect upon the approval of the qualified voters of the School District, the same shall be published in summary form in the official newspaper of said School District, being the sole newspaper of general circulation in the School District, together with a notice of the School District Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 11. This resolution is adopted subject to approval at the a Special School District Meeting and Election to be held on ^{January 8, 2013} ~~December 11, 2012~~, and a proposition for such approval shall be submitted at such Special School District Meeting and Election as shall be determined by a further resolution to be adopted by this Board of Education.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

RESOLUTION DATED ^{November 7} ~~OCTOBER 24~~, 2012.

A RESOLUTION PROVIDING FOR THE HOLDING OF A SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF ONEONTA, OTSEGO COUNTY, NEW YORK, AND PROVIDING FOR REGISTRATION AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Education of the City School District of the City of Oneonta, Otsego County, New York has heretofore at this meeting duly adopted a bond resolution which will take effect only after its approval at a Special City School District Election; and

WHEREAS, it is now desired to provide for the calling of such Special Meeting and an Election, the submission of a proposition for the approval of said bond resolution, and for other matters in connection with said Election; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Education of the City School District of the City of Oneonta, Otsego County, New York, as follows:

Section 1. A Special School District Meeting and Election in and for the City School District of the City of Oneonta, Otsego County, New York, shall be held on ^{January 8, 2013} ~~December 11, 2012~~, at the several polling places hereinafter set forth, and the polls shall be kept open for voting between the hours of 12:00 o'clock Noon and 9:00 o'clock P.M., Prevailing Time, on said date. The proposition hereinafter set forth in the notice of said Special City School District Election shall be submitted thereat.

Section 2. The registration date for such Special City School District Election shall be December 18, 2012. The place where such Board of Registration shall meet shall be at ~~the Board Room at the Greater Plains Elementary School, 60 West End Avenue,~~ ^{31 Center Street} in Oneonta, New York, in said School District, and the hours of registration shall be between 12:00 o'clock Noon and ~~6:00~~ ^{4:00} o'clock P.M., Prevailing Time, on said date.

Section 3. Voting at said Special Election shall be conducted by the use of ~~voting~~ ^{paper} ~~machines.~~ ^{ballots}

Section 4. The Clerk of said City School District is hereby authorized and directed to cause a notice of said meeting and election, to be published in *The Daily Star*, such publication to be made so that such notice shall appear in said newspaper at least once in each week for the four weeks preceding such meeting and election, and to give such other notice as may be deemed desirable. The Notice of Special City School District Election shall be in substantially the form attached hereto as Exhibit A.

Section 5. The Clerk of the City School District is hereby further authorized and directed to cause notice of registration for said Special City School District Election, to be published in *The Daily Star* so that such notice will appear at least once in each of the two weeks preceding December 18, 2012, the registration day hereinbefore designated. Alternatively, at least two weeks before said date, a printed copy of such notice shall be posted conspicuously in twenty places frequented by the public within said City School District.

Section 6. The Board of Registry heretofore appointed is hereby directed to meet from ~~11:00 A.M. (Prevailing Time) until 7:00 P.M. (Prevailing Time)~~ ^{12 o'clock Noon to 4:00 p.m.} on December 18, 2012 at 31 Center Street 2012, at ~~the Board Room at the Education Center, 189 Main Street,~~ Oneonta, New York for the

purpose of preparing the registers for the forthcoming Special District Election, to be held on ^{January 8th, 2013} ~~December 11, 2012~~.

Section 7. Immediately upon the completion of such registers, such registers shall be filed in the Office of the District Clerk, Board of Education Offices, ^{31 Center} ~~189 Main~~ Street, Oneonta, New York, and will be open for inspection by any qualified voters of the School District from the date of registration to the date of the election, ^{January 8, 2013} ~~December 11, 2012~~, Saturdays and Sundays excepted, between the hours of 8:00 A.M. (Prevailing Time) and 4:00 P.M. (Prevailing Time).

Section 8. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the City School District of the City of Oneonta, Otsego County, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1. That a meeting of the Issuer was duly called, held and conducted on the 24th day of November, 2012.
2. That such meeting was a special regular (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was caused to be given PRIOR THERETO in the following manner:

PUBLICATION (here inset newspaper(s) and date(s) of publication -should be a date or dates falling prior to the date set forth above in item 1):

POSTING (here insert place(s) and date(s) of posting - should be a date or dates falling prior to the date set forth above in item 1):

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this ___ day of November, 2012.

School District Clerk

(CORPORATE SEAL)

EXHIBIT A

NOTICE OF SPECIAL CITY SCHOOL DISTRICT MEETING AND ELECTION,
PERSONAL REGISTRATION AND AVAILABILITY OF ABSENTEE BALLOTS

City School District of the City of Oneonta
Otsego County, New York

PLEASE TAKE NOTICE that a Special City School District Meeting and Election of the City School District of the City of Oneonta, Otsego County, New York, will be held in each City School District election district at the place hereinafter set forth in this notice, on ~~December 11,~~ ^{January 8, 2013} ~~2012~~, at which the polls will be kept open between the hours of 12:00 o'clock Noon and 9:00 o'clock P.M., Prevailing Time, for the purpose of voting by ~~voting machine~~ ^{paper ballot} upon the following proposition for approval of a bond resolution for the City School District's Capital Improvement Program:

PROPOSITION

Shall the bond resolution adopted by the Board of Education of the City School District of the City of Oneonta, on ~~October 24,~~ ^{November 5, 2012} 2012, authorizing the reconstruction and construction of improvements to various School District facilities, including site improvement, original equipment, furnishings, apparatus, appurtenances, and other incidental improvements and costs incidental thereto, at a maximum estimated cost of \$4,611,976, including improvements and costs incidental thereto; authorizing the issuance of \$4,611,976 serial bonds of said School District to pay the cost thereof; providing that the sum of \$4,611,976, or so much thereof as may be necessary, shall be raised by the levy of a tax upon the taxable real property of such School District and collected in annual installments as provided by Section 416 of the Education Law; providing that, in anticipation of said tax, obligations of the School District shall be issued; pledging the faith and credit of said School District for the payment of the principal of and interest on said bonds; determining that the period of probable usefulness thereof and maximum maturity of the serial bonds therefor is thirty years; delegating the power to authorize and sell bond anticipation notes and to fix the details of and to sell serial bonds; containing an estoppel clause and providing for the publication of an estoppel notice, be approved?

NOTICE IS HEREBY FURTHER GIVEN that the Proposition may appear on the ~~ballot labels of the voting machine~~ ^{paper} used at such Special District Meeting and election in the following abbreviated form due to space constraints on the machines:

PROPOSITION

November 7, 2012

Shall the ~~October 24,~~ 2012 bond resolution authorizing the issuance of \$4,611,976 bonds (30 year maximum maturity) to pay the cost of the reconstruction and construction of improvements to various School District facilities, at a maximum estimated cost of \$4,611,976; providing for a tax levy therefore in annual installments; pledging the District's faith and credit for debt service; delegating power with respect to bonds and note; and providing for an estoppel procedure, be approved?

A copy of the full text of the bond resolution referred to in said proposition will be posted at each polling place and is on file in the office of the School District Clerk, located at the School Administration Building, ^{31 Center}~~189 Main~~ Street, in Oneonta, New York, where the same is available for inspection by any interested person during regular business hours during the fourteen days immediately preceding the election.

NOTICE IS FURTHER GIVEN that the place in each School Election District where said special City School District Election will be held and a description of each School Election District, is as per the following:

- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____
- Election District ____: _____

An accurate description of the boundaries of the aforesaid election districts into which said City School District is divided, is on file and may be inspected at the office of the School District Clerk at the Board of Education Center, ^{31 Center}~~189 Main~~ Street, in Oneonta, New York, during regular business hours.

NOTICE IS FURTHER GIVEN that the Board of Registration of the District shall meet from 12:00 o'clock Noon until ^{4:00}~~6:00~~ P.M. on December 18, 2012, at ^{31 Center Street}~~the Greater Plains Elementary School, 60 West End Avenue~~, in Oneonta, New York, for the purpose of preparing the School Election District registers for said Special District Election, at which time any person shall be entitled to have his/her name placed upon such registers, provided that at such meeting of the Board of Registration, he/she is known or proved to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at said Special District Election. No person shall be entitled to vote whose name does not appear upon the register of the School Election District in which he/she claims to be entitled to vote. At such hours and place, any person who is not currently registered under permanent personal registration on the lists of registered voters furnished by the Otsego County Board of Elections, and has not voted at any intervening City School District elections, must, in order to be entitled to vote at said special election to be held on ^{January 8, 2013}~~December 11, 2012~~, present himself or herself personally for registration.

NOTICE IS HEREBY FURTHER GIVEN that applications for absentee ballots may be applied for at the Office of the City School District Clerk, located at ^{31 Center}~~189 Main~~ Street, in Oneonta, New York. Applications for absentee ballots must be received by the City School District Clerk on or prior to 4:00 P.M., Prevailing Time, on ~~December 4, 2012~~ ^{January 8, 2013} the date seven days prior to the special City School District election, if the ballot is to be mailed to the voter, or on or prior to 5:00 P.M., Prevailing Time, on ~~December 11, 2012~~ ^{January 8, 2013} the date of the special City School District election, if the ballot is to be personally obtained by the voter. Completed absentee ballots must be received by the

City School District not later than 5:00 P.M., Prevailing Time, on ~~December 11, 2012~~ ^{January 8, 2013} the date of the special City School District election. A list of all persons to whom absentee ballots shall have been issued will be available in the Office of the City School District Clerk on each of the five days prior to the day of the election, except Saturday and Sunday, ~~December 8 and 9, 2012~~ ^{January 5 6, 2013}, and any qualified voter may challenge the acceptance of the absentee voter's ballot of any person on such list, by making his or her challenge and the reasons therefor known to the Inspector of Election before the close of the polls.

Dated: Oneonta, New York,

_____, 2012.

BY ORDER OF THE BOARD OF
EDUCATION OF THE CITY SCHOOL
DISTRICT OF THE CITY OF ONEONTA,
OTSEGO COUNTY, NEW YORK.

School District Clerk

RESOLUTION OF NECESSITY

At a regular meeting of the Board of Education of the City School District of the City of Oneonta, Otsego County, New York, held at the ^{40-46 Valleyview St.}~~189 Main Street, Suite 302~~, in Oneonta, New York, in said School District, on the ^{7th}~~24th~~ day of ^{November}~~October~~, 2012, at 7:00 o'clock P.M.,
Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____ who moved its adoption, seconded by _____, to-wit:

RESOLUTION DATED ^{November 7} ~~OCTOBER 24~~, 2012.

A RESOLUTION SPECIFYING THE NECESSITY FOR THE CAPITAL IMPROVEMENTS OF VARIOUS SCHOOL DISTRICT FACILITIES IN AND FOR THE CITY SCHOOL DISTRICT OF THE CITY OF ONEONTA, OTSEGO COUNTY, NEW YORK.

WHEREAS, it is the judgment of the Board of Education of the City School District of the City of Oneonta, Otsego County, New York, that the needs of said School District require the reconstruction and construction of improvements to various School District facilities, at an aggregate maximum estimated cost of \$4,611,796, including site improvements, original furnishings, equipment, machinery, apparatus, appurtenances, and other incidental improvements and costs incidental thereto; and

WHEREAS, subdivision 3 of Section 2512 of the Education Law requires that whenever in the judgment of such Board of Education a building should be constructed or reconstructed, such Board shall prepare a resolution specifying in detail the necessity therefor and estimating the amount of funds necessary for such purpose; NOW, THEREFORE

BE IT RESOLVED, by the Board of Education of the City School District of the City of Oneonta, Otsego County, New York, as follows:

Section 1. It is hereby determined that the capital improvements of various School District facilities and other projects referred to in the preambles hereof are necessary in order to meet health and safety concerns, accommodate educational and athletic program requirements and provide for new technology and equipment.

Section 2. It is hereby estimated that the total amount of funds necessary for the aforesaid purposes is \$4,611,976.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the City School District of the City of Oneonta, Otsego County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the ^{7th}~~24th~~ day of ~~October~~^{November}, 2012.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of _____, 2012.

School District Clerk

(CORPORATE SEAL)

POLICY B. 36

REQUIRED POLICIES

Concussion Management Policy

The Board of Education of the Oneonta City School District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and recreational activity and can have serious consequences if not managed carefully. Therefore, the District adopts the following policy to support the proper evaluation and management of head injuries. The policy is developed in accordance with New York State Law.

A concussion is a mild traumatic brain injury. A concussion occurs when normal brain functioning is disrupted by a blow or jolt to the head or body resulting in rapid acceleration/deceleration of the brain. Recovery from concussion will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management. While district staff will exercise reasonable care to protect students, head injuries may occur.

Physical education teachers, coaches, nurses and other appropriate staff will receive training to recognize and/or notification of the signs, symptoms and behaviors consistent with a concussion. Any student exhibiting those signs, symptoms and or behaviors while participating in a school sponsored class, extracurricular activity or interscholastic athletic activity shall be removed from the game or activity immediately. The student will not be permitted to return to activity until authorized by a physician. Once a student is evaluated by a physician it is required that the results and any diagnosis be shared with the school.

If a student sustains a concussion at a time other than when engaged in a school-sponsored activity, the District expects the parent/legal guardian to report the condition to the school nurse so that district personnel can support the appropriate management of the condition.

Information regarding concussion management is available on the District website and will be provided to each student athlete with the parental participation permission slip.

We recommend that students participating in contact sports complete baseline testing where appropriate to be used as part of the return to play procedure.

The following protocol has been adapted from the National Federation of State High School Associations and the International Conference on Concussion in Sport, Prague 2004. It details our concussion protocol and return to play procedure.

When a student shows **any** signs of a concussion:

1. Immediately remove the student from all games or practice activities for the remainder of the day. If the student has lost consciousness, call EMS.
2. Do not leave the student alone. Regularly monitor the athlete for deterioration. If deterioration occurs, call EMS.
3. Make direct contact with a parent or guardian and inform them of the suspected injury. Discuss with the parent/guardian the symptoms, treatment, and return to play procedure.
4. The student must be medically evaluated following the injury.
5. If a concussion is confirmed by a doctor, the student will be referred to their personal physician for treatment and clearance. The student must then be cleared by the school doctor before beginning the Return to Play procedure. The school nurse will notify academic teachers of the student's condition with possible modifications.
6. The Return to Play procedure must follow a medically supervised stepwise process described below.

Possible concussion symptoms include, but are not limited to the following:

Dizziness/Vacant Stare/Glassy Eyed Seizure
Headache/ "Don't Feel Right"/ Blurred Vision
Ringing in Ears/Loss of Orientation/Drowsy, Sleepy
Nausea/Vomiting/Poor Balance and/or Coordination
Feeling "Dazed"/Fatigue/Low Energy/Sensitivity to Light or Noise

The cornerstone of proper concussion management is rest until all symptoms resolve and then begin a program of gradual exertion before returning to a sport. The Return to Play procedure is broken down into six steps in which only one step is covered per day. The six steps involve the following:

1. No exerting activity until asymptomatic for 24 hours.
2. Light aerobic activities such as walking or stationary bike. No resistance training.
3. Sport specific exercises such as skating and running. Progressive addition of resistance training may begin.

4. Non-contact training skills/drills. When appropriate the athlete will perform an Impact Test.
5. Full contact training in practice setting.
6. Return to competition.

If any concussion symptoms recur, the student should see his/her primary care physician.

*Education Law Sections 207; 305(42), and 2854
8 NYCRR 135.4 and 136.5
Guidelines for Concussion Management in the
School Setting, SED Guidance Document, June 2012*

Adopted: _____

POLICY G. 12

STUDENTS

SUBJECT: USE OF A TIME OUT ROOM

The Board of Education recognizes that use of a time out room may be an effective and safe means for a student with a disability to safely deescalate, regain control and prepare to meet the expectations to return to his or her education program. It also recognizes that it may be necessary to remove a student from a potentially dangerous situation:

- to protect oneself from physical injury;
- to protect another pupil or teacher or any person from physical injury;
- to protect the property of the school, school district or others; or
- to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school or school district functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

Except where there is an unanticipated and immediate concern for the physical safety of a student or others, a time out room is to be used only in conjunction with a student's behavioral intervention plan.

A student may not be placed in a locked room as a means of "time out" and may not be placed in a room, or in a space within a room, where the student cannot be continuously observed and supervised. Any and all time out rooms must conform to the requirements set forth below.

A student may be placed in a time out room (1) in accordance with that student's behavioral intervention plan, which is to include specification of factors to determine the need for use of the time out room and limitations for the time to be spent in the time out room or (2), if not designated on a behavioral intervention plan, when the student's behavior poses an immediate and unanticipated concern for the physical safety of that student or of others and it is determined by the professional staff working with the student that the use of the time out room is the least restrictive means to enable the student or others to remain safe and/or to enable the student to safely deescalate and regain control.

Use of the time out room for an individual student may not exceed that time designated on the student's behavioral intervention plan or, if not so designated, may not exceed ninety minutes per incident.

If the student is not able to safely return to his or her education program after the time specified in the behavioral intervention plan, the staff shall adhere to the behavioral intervention plan for other behavioral interventions.

If there is not a behavioral intervention plan, or if the behavioral intervention plan does not specify use of the time out room, the student's parent will be called and arrangements made for the student's removal from the school if the student is not able to safely return to his or her education program after ninety minutes.

All parents of students with a disability whose behavioral intervention plan specifies the use of a time out room shall be provided with a copy of this policy and shall be notified prior to its' implementation that the plan incorporates the use of a time out room and that they have the right to view the physical space to be utilized as a time out room.

Staff shall continuously monitor any student in the time out room. The school will establish and implement procedures to document the use of the time out room. Data will be gathered to monitor the effectiveness of the use of the time out room. Such information is to be made available to the CSE and, upon request, to the student's parents.

The Director of Special Education is to arrange for training of staff regarding this policy and procedures related to the use of the time out room.

Time Out Room Requirements

The time out room must be of adequate width, length and height to allow the student to move about and recline comfortably. It must provide a means for continuous visual and auditory monitoring of the student and must have adequate lighting and ventilation. Wall and floor coverings should be designed to prevent injury. The temperature of the room is to be within the normal comfort range and consistent with the rest of the building. The room is to be clean and free of all objects and fixtures that could be potentially dangerous to a student. It is to meet all local fire and safety codes. The time out room shall be unlocked and able to be opened from the inside.

Adopted: _____

Oneonta High School Choir

130 East Street

Oneonta, New York 13820

Superintendent David Rowley and Board of Education

Oneonta City Schools

Oneonta, New York 13820

Dear Superintendent Rowley and Board:

My name is Lauren Wallen and I am president of the OHS Choir. Mrs. Dyer, the Choir and I would like to respectfully ask your approval to go on a trip to Broadway March 20 to see the Lion King and participate in a morning workshop with the cast.

All costs will be paid by the students, with a \$1000.00 contribution from the high school Arts in Education fund. We will be using Holidays Travel, a tour company we have been working with for many years. In case of bad weather we will rely on the bus driver and tour leader, Jack Norton, for advice as how to proceed. Jack and his staff are experts at navigating the local roads to the City and back.

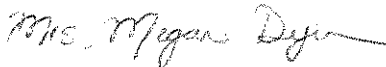
We will have one chaperone for every ten students. All chaperones are teachers or administrators at Oneonta High School.

Please see the attached flyer from Holidays Travel for any questions regarding trip details. Thank you for your consideration and I look forward to hearing from you.

Sincerely,



Lauren Wallen, OHS Choir President



Megan Dyer, OHS Choir Director

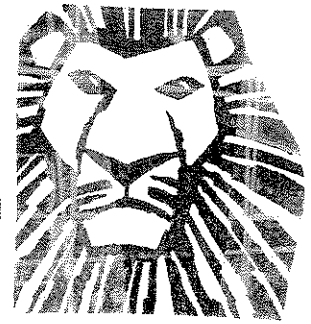
Cc: Nancy Osborn

- approved
DRK

1

HOLIDAYS - TRAVEL PLANNERS

POST OFFICE BOX 458 | CLIFTON PARK, NEW YORK 12065 | (518) 899-6011



Disney
PRESENTS
THE LION KING
THE BROADWAY MUSICAL

~ ONEONTA HIGH SCHOOL CHOIR ~
~ A Day in New York City ~
~ Wednesday, March 20, 2013 ~

We will depart promptly from **Oneonta High School at 6:00 AM** for our trip to **New York City** on our Oneonta Bus Lines motorcoach. We will make a brief rest stop enroute. Upon our arrival in New York City, we will be going to a NYC Theatre Studio for a **Disney on Broadway Educational Workshop**. A Disney Teaching Artist will allow the group the opportunity to perform select original choreography and music from Disney's long running Broadway spectacle, "**The Lion King**."

During your lunch hour, in small groups, you can eat the lunch you brought with you or dine at a nearby café, pizzeria, fast food place or deli in the Times Square Area. At a designated time, we will meet in front of the **Minskoff Theatre, 1515 Broadway**, right in Times Square for the **2:00 PM Matinee of "The Lion King"**. This incredible musical brings the timeless story of The Lion King to Broadway where it has held forth in a sell-out capacity since 1997. This breathtaking adventure stretches the boundaries of Broadway, from the heart of Africa to the plains of your imagination.

Following the show, we will depart New York City and make a brief dinner stop at **Paramus Park Mall** as we travel up Route 17. Here you will have numerous choices available to you in the food court to purchase your own dinner. We plan to arrive back at Oneonta High School at **10:30 PM**. Please make appropriate arrangements for your safe return home at this time.

THIS COMPLETE NEW YORK CITY DAY PACKAGE INCLUDES:

- Roundtrip transportation and transfers via Oneonta Bus Lines Motorcoach
- Disney on Broadway Morning Educational Workshop
- Reserved Seats for the Broadway sensation, "**The Lion King**."
- **HOLIDAYS** Tour Escort for the day in New York City

Payment information, instructions, and additional trip information will be given to you at school by **Mrs. Dyer**, Choral Director, as the planning progresses. If you have any questions concerning the day trip, please feel free to call **HOLIDAYS** Travel.

10/22/2012

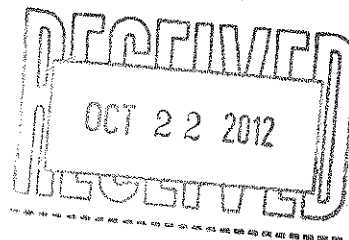
Mrs. Osborn –

The OHS Band is interested in going to see the Blue Man Group in Boston on either March 9 or 16. We are also looking at the possibility of a trip to a museum in the Boston area as well. The plan is for students to pay their own way, offset by participating in the fundraiser which we just completed. The trip is optional for all students. We would take a coach bus, so no district resources would be used.

I'd like to get permission from you, Mr. Rowley and the Board to do this. Once I have permission, I will inform parents and start organizing the trip.

Thank you,
Mike DePauw

M. DePauw approve -
D. Rowley approve



ONEONTA CITY SCHOOL DISTRICT
FINANCIAL MEMORANDUM #2012-18
November 7, 2012

TO: DAVID P. ROWLEY
INTERIM SUPERINTENDENT OF SCHOOLS

FROM: LISA J. WEEKS
BUSINESS MANAGER

DATE: November 7, 2012

RE: FINANCIAL MEMORANDUM #2012-18

RESOLVED, that the reading of Financial Memorandum #2012-18, dated November 7, 2012 be waived and that the financial action items be approved as recommended by the Superintendent of Schools.

1. Donation Action Item (To Accept)

Resolved, upon the recommendation of the Superintendent, to accept the following donation:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
ISD, Inc.	OHS Volleyball 2013	\$50

2. MI Bassett Hospital Preventative Dental Services Program Action Item (To Approve)

Resolved, upon the recommendation of the Superintendent, to approve the Preventative Dental Services Program Agreement with MI Bassett Hospital, effective 07/01/12-06/30/14. Services are provided to all elementary schools.

3. Consultant Services Contract Information Item

In accordance with the Board Resolution dated 4/1/98, the following Consultant Services Contract was approved:

Julie Costanzo	\$480
Reading Evaluation	

4. Consolidation Report Information Item



* COPY *



Oneonta High School Volleyball Sponsorship Form

YES! We will be glad to support Oneonta High School Volleyball for their 2013 KSA Volleyball Tournament.

We will sponsor you at the \$50 - \$149 level (our company name will be listed on your team t-shirt).

We will sponsor you at the \$150 - \$250 level (our company logo will be printed on your team t-shirt).

We will sponsor you at the \$500 or more level (our company name and logo will be displayed on your competition jersey/uniform worn at both local and travel tournaments).

Business: Information Systems Division, Inc.
(ISD)

Contact Name: Roxana L. Hurlbaur

Contact Phone: 432 7090 ext 45

Amount Enclosed: 50⁰⁰ check # 8448

Please make your tax-deductable donation check payable to "Oneonta City School District" and clearly designate on the Memo "Oneonta HS Volleyball 2013". Enclose the check with this form when mailing to Oneonta High School Volleyball, 135 Angel Drive, Oneonta, NY 13820 by June 1, 2012.

Thank you so much!

AGREEMENT BETWEEN
THE MARY IMOGENE BASSETT HOSPITAL
AND
ONEONTA CITY SCHOOL

THIS AGREEMENT dated July 1, 2012, between ONEONTA CITY SCHOOL, 189 Main Street, Oneonta, NY 13820 (the "School") and The Mary Imogene Bassett Hospital d/b/a Bassett Medical Center, One Atwell Road, Cooperstown, NY 13326 ("Bassett").

WHEREAS, the School wishes to retain Bassett for the purposes of providing a preventative school-based dental services program.

WHEREAS, Bassett desires to provide such services under the program.

NOW, THEREFORE, the parties hereto agree as follows:

- A. Bassett will designate the Manager of School-Based Health of the Department of Pediatrics [the Bassett Employee(s)] to coordinate the services with the School. Bassett's Department of Pediatrics will manage and operate the School-Based Dental Services Program as follows:
1. Provide a Register Dental Hygienist ("RDH") who will coordinate with the School nurse to provide preventative dental service which may include dental screening, application of topical fluoride, dental prophylaxis;
 2. Provide individual oral health counseling and dental health education in coordination with the school nurse and faculty;
 3. Provide referrals to dentist for comprehensive dental care and treatment;
 4. Provide third party billing services for students with dental insurance coverage, including collection of insurance information and demographic information for billing, registration, coding, batching, charge entry and submission of claims to third party payers. Balance billing will not be performed for services billed through the School-Based Health Center; and
 5. Provide all reasonably necessary office and dental supplies needed to operate the program.
- B. In support of Bassett's services hereunder, the School agrees to:
1. Provide adequate space acceptable to Bassett to accommodate a private dental service area which will include a hand washing sink, electrical outlets and internet access;
 2. Provide access to a phone and fax line to be used to communicate with area or supervising dentists, program staff, or parents.
 3. Arrange for the cooperation and support for communication and education of students, teachers, other school employees, parents and the community at large on the purpose, goals of the school-based dental program; and
 4. Provide support for school staff compliance with the rules and regulations of the New York State Department of Health and specifically with regard to the confidentiality of dental records. Bassett's school-based health dental staff will maintain the dental record which will be the property of Bassett.

- C. This Agreement in no way establishes an agency relationship between the School and Bassett. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts or omissions of the other party.
- D. This Agreement shall be in effect for two years from the date indicated above, unless otherwise terminated as provided herein. This Agreement shall terminate immediately if either party fails to maintain in good standing its licensure, certification or accreditation. In such event, the party shall immediately notify the other party in writing.
- E. 1. The School shall hold harmless, defend, and indemnify Bassett and its agents, employees, officers, directors and trustees from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including reasonable attorney's fees, in connection with any such loss, damage, liability, claim or action of any nature that Bassett suffers arising by reason of any act or omission on the part of the School or its agents, employees, officers, directors or trustees in connection with or relating to this Agreement to the extent that such losses, damages, liability or claims are not due solely to the acts or omissions of Bassett, its agents, employees, officers, directors, or trustees.
2. Bassett will indemnify the School, its agents, employees, officers, directors, and trustees from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including reasonable attorney's fees in connection with any such loss, damage, liability, claim or action of any nature that the School suffers arising by reason of any act or omission of Bassett, its agents, employees, officers, directors, or trustees in connection with or relating to this Agreement to the extent such losses, damages, liability or claims are not due solely to the acts or omissions of the School, its agents, employees, officers, directors or trustees.
3. The indemnitee shall promptly notify the indemnitor in writing of any claim against it with respect to which indemnity will be sought hereunder. Untimely notice will affect the indemnitor's obligations only to the extent it has been materially prejudiced. Upon unconditionally assuming the obligation to indemnify, the indemnitor shall be entitled to assume the defense of such claim with counsel reasonably acceptable to the indemnitee, following which the indemnitor will not be liable to the indemnitee for any legal or other expenses incurred without the indemnitor's consent. No right to indemnity shall exist for a claim settled without the written consent of the indemnitor, which consent shall not be unreasonably withheld, delayed or conditioned. This paragraph shall survive the termination or expiration of this Agreement.
- F. In addition to malpractice insurance coverage for any of its professional employees involved in the provision of health care under this Agreement, each party shall maintain comprehensive liability insurance reasonably acceptable to the other party either in the form of a self-insurance program or in the form of a policy purchased from an insurance company. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.
- G. Neither party shall have the right to assign its rights or obligation hereunder without the written consent of the other.

- H. 1. The performance by each party of its services, obligations, or duties pursuant to this Agreement shall comply with all pertinent provisions of Title 10, Chapter V of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- 2. Notwithstanding any other provisions in this Agreement, the parties hereto remain(s) responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.
- I. The parties' rights and duties under this Agreement shall be governed by the law of the State of New York.
- J. This Agreement may be terminated by either party by written notice to the other party.
- K. All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows: (1) when delivered personally or by certified mail, return receipt requested or by overnight delivery to the recipient's address as stated in this Agreement; or (2) when sent by facsimile or electronic mail to the last facsimile number or electronic mail address of the recipient known to the person giving notice. Notice is effective upon receipt of the facsimile provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.
- L. Notices under this Agreement shall be sent as follows:

To School: Oneonta City School District

Attn: David Rowley Interim, District Superintendent
31 Center Street
Oneonta, NY 13820
Tel. No. 607-433-~~8200~~ 8232 ext. 300
Fax No. (607) 433-8290

To Bassett:
Laurie Roy, Director
Women's Health and Pediatrics
One Atwell Road
Cooperstown, NY 13326
Tel. No. (607) 547 - 5628
Fax No. (607) 547 - 5605

- M. Those records in possession of the ONEONTA CITY SCHOOL are governed by the Family Educational Rights and Privacy Act. Those records in possession of Bassett are subject to any applicable medical record confidentiality provisions of the New York State Public Health Law, Mental Hygiene Law, federal regulations on drug and alcohol abuse records, or the federal HIPAA privacy rules.
- N. The parties herein shall reasonably cooperate and assist each other in executing their respective duties under this Agreement.

O. This is the entire Agreement between the parties with respect to the subject matter hereof. The terms of this Agreement supersede any and all written and oral representations previously made. There shall be no oral modifications of this Agreement, and any modification or amendment of the terms of this Agreement shall not be binding unless executed in writing by an authorized representative of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by their duly authorized officers as the day and year first above written.

ONEONTA CITY SCHOOL

THE MARY IMOGENE BASSETT
HOSPITAL d/b/a BASSETT
MEDICAL CENTER

By: _____
David Rowley
Interim District Superintendent

By: _____
William F. Streck, MD
President/CEO

Date: _____

Date: _____



Oneonta City School District

189 Main Street, Suite 302 Oneonta, New York 13820 (607)433-8230, ext. 302 Fax: (607)433-8290

This agreement is entered into this 23rd day of October, 2012, by and between the Oneonta City School District and Julie Costanzo, herein called the Independent Contractor (Consultant).

Whereas, the Oneonta City School District has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, the Oneonta City School District hereby agrees to pay \$ 80.⁰⁰ per hour/~~day/program~~ to the Consultant for the performance of said services during the period from 10-23-12 through 6-30-13 for a maximum of 6 hour(s)/day(s)/program(s) with a maximum sum of \$ 480.-. Generally, these payable consulting services will include, but will not be limited to the following:

Program: _____

Building: Special Education

Please provide a detailed description of services to be provided. Attach additional sheets if necessary.

Reading Evaluation

In performing the above services, it is understood that:

1. If the Consultant is expected by the school district to provide services which involve direct contact [meaning in person, face-to-face communication or interaction with students under the age of twenty-one (21)] more than five (5) days in a school year, fingerprinting clearance is required in advance of services being rendered. Fees associated with the fingerprinting process shall be paid by the contractor. For more information, please call the Personnel Office at (607) 433-8226, ext. 304.
2. The Consultant will be engaged as an Independent Contractor and therefore solely responsible for the payment of federal and state income taxes applicable to the agreement.
3. The Consultant will not be eligible for any benefits relative to this contract for social security, NYS workers' compensation, unemployment insurance, NYS Employees' Retirement System, etc.
4. The Consultant will submit claim forms to the Oneonta City School District project coordinator to be countersigned that will not exceed the total contract price for the services rendered.

- 5. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
- 6. The Oneonta City School District, in accordance with federal or state requirements, will submit a Form 1099 and IT 2102.1, respectively, at year-end to the federal government for all individuals have gross income exceeding IRS reportable limits, which thereupon will be reported for income tax purposes.
- 7. This contract and any amendments to the contract will not be in effect until approved by the Oneonta City School District. The business official approves contracts for \$1,000 or less. The Board of Education approves contracts over \$1,000.
- 8. The District shall not assume any liability for Consultant's performance of services. Furthermore, the Consultant will provide such proof of insurance, bond, indemnity, or hold a harmless agreement as the District may require prior to providing services.
- 9. Consultant shall not have any right to sell, advertise, or otherwise market goods or services.
- 10. The attached Medicaid Provider Rider is ~~incorporated~~ by reference into this agreement.

~~incorporated~~ JC

Julie Costanzo
Consultant Signature

[REDACTED]
Social Security Number or Federal Tax ID number

Julie Costanzo
Print or Type Name

Name of Company

1659 County Highway 33
Address

Title

Cooperstown, NY 13326
City/State/Zip

Oct. 23, 2012
Date

FOR OCSD USE ONLY:		
Fingerprinting Required:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>[Signature]</u> Administrator	<u>10/29/12</u> Date	_____ Budget Code
Business Official Approval:	_____	Date: _____
Board of Education Approval Date:	_____	

**ONEONTA CITY SCHOOL DISTRICT
Special Education Department**

Memorandum 2012- #17

TO: Board of Education
FROM: Timothy A. Gracy
DATE: November 7, 2012
RE: Committee on Special Education / Committee on Preschool Special Education

Resolved, that the special programs and services required by the recommendations in the Special Education **Memorandum #17**, dated **November 7, 2012**, shall be implemented by the Board of Education within the time period provided by law, and

Be it further resolved, that the proposed appointments set forth below to the CSE and CPSE are hereby confirmed.

1. **COMMITTEE ON SPECIAL EDUCATION RECOMMENDATIONS REACHED AT THE FOLLOWING MEETING(S):** 10/11/12, 10/22/12, 10/23/12, and 10/24/12
2. **COMMITTEE ON PRESCHOOL RECOMMENDATIONS REACHED AT THE FOLLOWING MEETING(S):** 10/29/12
3. **APPOINTMENTS TO COMMITTEE ON SPECIAL EDUCATION:**

MEMBER NAME	POSITION	EFFECTIVE
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4. **APPOINTMENTS TO COMMITTEE ON PRESCHOOL SPECIAL EDUCATION:**

MEMBER NAME	POSITION	EFFECTIVE
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5. **APPOINTMENTS OF SURROGATE PARENTS:**

MEMBER NAME	EFFECTIVE
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6. **APPOINTMENTS OF IMPARTIAL HEARING OFFICERS:**
7. **PROGRAM MODIFICATION/IEP AMENDMENT(S):** 10/18/12, 10/19/12, 10/22/12, 10/23/12, and 10/24/12

Board Date: November 07, 2012

Student ID#

Student's confidential files can be found in the Special Education office during office hours. Please feel free to ask about details of program or placement of any student on this Board Action Sheet during the discussion in Executive Session.

#	Student ID	Meeting Date	Committee
1	000011015	10/18/2012	BOCES - OHS - SUB
Sub count for CSE/CPSE: BOCES - OHS - SUB = 1			
2	066600827	10/19/2012	Greater Plains
3	000010975	10/18/2012	Greater Plains
Sub count for CSE/CPSE: Greater Plains = 2			
4	000011211	10/11/2012	Oneonta High School
5	169708031	10/11/2012	Oneonta High School
6	000011215	10/11/2012	Oneonta High School
7	119303045	10/11/2012	Oneonta High School
8	000011264	10/11/2012	Oneonta High School
Sub count for CSE/CPSE: Oneonta High School = 5			
9	077730082	10/23/2012	Lighthouse Christian Academy
Sub count for CSE/CPSE: Lighthouse Christian Academy = 1			
10	169808612	10/24/2012	Oneonta Middle School
11	180004013	10/24/2012	Oneonta Middle School
Sub count for CSE/CPSE: Oneonta Middle School = 2			
12	169806604	10/24/2012	Oneonta Middle School - Gracy
Sub count for CSE/CPSE: Oneonta Middle School - Gracy = 1			
13	139604003	10/22/2012	CSE - Special Education Office
14	000011156	10/22/2012	CSE - Special Education Office

Sub count for CSE/CPSE: CSE - Special Education Office = 2			
15	000010010	10/24/2012	Riverside
16	077730177	10/22/2012	Riverside
Sub count for CSE/CPSE: Riverside = 2			
17	169808023	10/24/2012	Oneonta High School - Sub
18	149603010	10/23/2012	Oneonta High School - Sub
Sub count for CSE/CPSE: Oneonta High School - Sub = 2			
19	000010378	10/24/2012	Valleyview
Sub count for CSE/CPSE: Valleyview = 1			
Grand Total = 19			