



# Oneida-Herkimer-Madison BOCES

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Cooperative Board 2018-2019

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## **MINUTES OF THE REGULAR MEETING OF MARCH 13, 2019**

The Regular meeting of the Board of Cooperative Educational Services was held on March 13, 2019 in The Howard D. Mettelman Learning Center, Middle Settlement Road, New Hartford, New York.

### **MEMBERS PRESENT**

Mrs. Elaine M. Falvo, President  
Mr. Steve Boucher, Vice President  
Mrs. Michelle Anderson  
Mrs. Doreen Corbin  
Mrs. Evon M. Ervin  
Mrs. Charlene A. Hartman  
Mr. Gary P. Nelson  
Dr. Gary W. Porcelli  
Mr. John J. Salerno  
Mr. Russell Stewart

### **MEMBERS EXCUSED**

Mr. John A. Griffin  
Mr. Michael J. Moore

### **OTHERS PRESENT**

Mr. Jack J. Boak, Jr.  
Mr. Charles Cowen  
Mr. Christopher Hill  
Mr. Scott Morris  
Mrs. Ann Turner  
Mrs. Deborah Kimball

Date

Introduction

Members Present

Members Excused

Others Present

Elaine M. Falvo, *President*, Steve Boucher, *Vice President*,  
Michelle Anderson, Doreen Corbin, Evon M. Ervin, John A. Griffin, Charlene A. Hartman,  
Michael J. Moore, Gary P. Nelson, Dr. Gary W. Porcelli, John J. Salerno, Russell Stewart

*The mission of the Oneida-Herkimer-Madison BOCES is to provide innovative leadership, programs, and services  
in response to the emerging educational needs of our school districts.*

**OTHERS PRESENT - STUDENT PRESENTERS**

Susan Carlson, Director, Regional Program for Excellence  
Shannon Vescera, Career Exploration Specialist  
Derrick Harter, student  
Wyatt Jones, student  
Jon Harter, parent  
Catherine Harter, parent  
Jessica Jones, parent  
Russell Stevener, Principal Holland Patent  
Jason Evangelist, Superintendent Holland Patent  
Rebecca Dunkel-King, Superintendent Remsen

**ITEM I. CALL TO ORDER**

A quorum was noted and the meeting was called to order at 4:30 p.m. by President Falvo.

**ITEM II. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ITEM III. RECOGNITION**

Regional Program for Excellence

Ms. Carlson introduced all the guests present and then introduced Ms. Vascera. Ms. Vascera spoke about the program and then introduced the students presenting.

**Derrick J. Harter – Holland Patent High School**

In his application essay for RPE, Derrick Harter wrote, “Having the ability to pursue knowledge and gain experience in a job field while still holding a full advanced placement and college credit classes is something I want to be a part of.”

Why is Derrick completing his internship in education? From his words, “Teachers are some of the most influential people in my life. They have given me advice, guidance, and wisdom on situations that sometimes I don’t know how to handle. I wish to continue that trend for future students.”

Derrick completed his first semester with Mr. Luke Slatton, History Teacher, Whitesboro Middle School and is now with Mr. Edward Wright, N.A. Walbran Elementary School, Oriskany.

**Wyatt Jones – Remsen High School**

Forest Ranger K-9 Unit, Fish and Game Warden, DEC Officer K-9 Unit are what Wyatt Jones requested for his internship. This has been his quest since elementary school.

As a junior, Wyatt completed a SABA career shadow with Forest Ranger Gregory Hoag and Rangers who just completed training. As a senior, Wyatt began his fall semester internship with the Rome Fish Hatchery where his supervisor recommended the following book resources: Fish Hatchery

Management and Principles of Agriculture. By January, his supervisor called RPE staff to request that Wyatt remain at the Fish Hatchery through April.

Since 2015, Wyatt has been employed by Groeslon Farm where he does light carpentry, painting, baling hay, feeding new calves, and milking cows. Mr. Paddock, his employer describes Wyatt as “an excellent addition to the work force, very conscientious, always on time and a team player.”

[Mrs. Ervin arrived at 4:35 p.m.]  
[Mr. Steward arrived at 4:40 p.m.]

#### **ITEM IV. RECOGNITION OF VISITORS**

None

#### **ITEM V. COMMUNICATIONS**

##### **ITEM V. A. FROM THE FLOOR**

Mr. Boak stated that the session on Goals has been postponed until April due to time constraints.

##### **ITEM V. B. CORRESPONDENCE**

OMH SBI “School and Community Program Showcase of Component Districts from the Oneida BOCES Region and SED Update and discussion with Commissioner MaryEllen Elia”, March 28, 2019

#### **ITEM VI. A. MINUTES OF THE REGULAR MEETING OF JANUARY 9, 2019**

##### **MOTION TO APPROVE THE MINUTES**

Motion by: Mrs. Anderson  
Seconded by: Mrs. Corbin

Moved, that, the minutes of the Regular Meeting of January 9, 2019, of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, are approved.

Yes	No	Absent	Abstain
Michelle Anderson		John A. Griffin	
Steve Boucher		Michael J. Moore	
Doreen Corbin			
Evon M. Ervin			
Elaine M. Falvo			
Charlene A. Hartman			
Gary P. Nelson			
Dr. Gary W. Porcelli			
John J. Salerno			
Russell Stewart			

**Motion carried, 10-0**

**ITEM VI. APPROVAL OF CONSENT AGENDA (B., C., D.)**

**MOTION TO APPROVE THE CONSENT AGENDA  
(with the following change: Move Item VI. C.d.2.a.3. out of the Consent Agenda and  
placed after Item VI. D. 11 for separate action)**

Motion by: Mrs. Anderson  
Seconded by: Mrs. Ervin

Moved, that the Cooperative Board approves the Consent Agenda Items B-D.

**FINANCIAL REPORTS/AWARDING OF CONTRACTS**

**ITEM VI – B. FINANCIAL REPORTS/AWARDING OF CONTRACTS**

**ITEM VI. B. 1. MOTION TO ACCEPT REPORT OF TREASURER FOR DECEMBER 2018**

**Report of the Treasurer for December 2018**

Capital	931,545.37
General	8,245,328.38
School Lunch	12,958.31
Special Aid	15,202.02
Trust/Agency	17,870.64
Trust/Expand	<u>78,688.59</u>
Total	\$ 9,301,593.31

And the Treasurer's Report for the Extra-Curricular Fund  
for December 2018 showing a fund balance of \$7,654.29.

**ITEM VI. B. 2. MOTION TO ACCEPT THE BUDGET ADJUSTMENT REPORT, DECEMBER,  
2018**

Moved, that the Cooperative Board accepts the Budget Adjustment Report for December 2018;  
all as shown below:

**Budget Revisions—2018-19  
December 2018 Report**

2018-19 Adopted Budget	\$63,899,734
Commitment Changes	5,491,212
Net Changes	5,331,255
Total	<u>\$74,722,202</u>

**ITEM VI. B. 3. MOTION TO ACCEPT REPORT OF TREASURER FOR JANUARY 2019**

**Report of the Treasurer for January 2019**

Capital	932,415.46
General	10,552,658.89
School Lunch	36,174.58
Special Aid	202.02
Trust/Agency	17,870.64
Trust/Expand	<u>78,762.09</u>
Total	\$11,618,083.66

And the Treasurer's Report for the Extra-Curricular Fund for January 2019 showing a fund balance of \$5,407.71.

**ITEM VI. B. 4. MOTION TO ACCEPT THE BUDGET ADJUSTMENT REPORT, JANUARY, 2019**

Moved, that the Cooperative Board accepts the Budget Adjustment Report for January 2019; all as shown below:

**Budget Revisions—2018-19  
January 2019 Report**

2018-19 Adopted Budget	\$63,899,734
Commitment Changes	5,491,212
Net Changes	6,062,358
Total	<u>\$75,453,305</u>

**ITEM VI. C. PERSONNEL REPORT**

**MOTION TO APPROVE CHANGES ON THE TEACHING/CERTIFIED STAFF AND  
NON-INSTRUCTIONAL/CLASSIFIED STAFF**

Moved, that pursuant to the recommendations of the District Superintendent, the Board approves the following changes on the teaching/certified staff and non-instructional/classified staff.

**C. PERSONNEL REPORT**

**a. RETIREMENTS**

**1. Non-Instructional/Classified Staff**

			Hire Date	Retire Date
1.	NANCY C. BELLO	OFFICE SPECIALIST II	06/12/1972	04/30/2019
2.	KIMBERLY D. CIMINO	PRINTING SUPERVISOR	03/16/1987	03/22/2019
3.	NANCY J. CORRIDORI	CLERK HOURLY	11/16/1987	10/27/2018 (revised date)

**b. RESIGNATIONS**

**1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	KAITLIN M. ESFORD	TEACHER OF MUSIC	09/01/2016	03/03/2019
2.	TONY J. KARAM	TEACHER ASSISTANT	09/01/2017	02/12/2019
3.	FRANK M. MENDOZA	TEACHER ASSISTANT	07/05/2017	02/01/2019 (verbal)
4.	RICHARD J. REID	TEACHER ASSISTANT	10/26/1998	02/08/2019

**2. Non-Instructional / Classified Staff**

			Hire Date	Resign Date
1.	DONNA J. BOHN	LICENSED PRACTICAL NURSE	10/13/2015	03/07/2019
2.	ROSEMARY A. BOUCK	FOOD SERVICE HELPER	09/07/2016	12/01/2018 (verbal)
3.	MARIANNE BROWN	FOOD SERVICE HELPER	02/07/2018	12/01/2018 (verbal)
4.	HAILEE N. CHRIST	FOOD SERVICE HELPER	09/19/2018	12/01/2018 (verbal)
5.	MEGAN L. CLAPP	ACCOUNT CLERK	02/01/2016	01/23/2019
6.	KENNETH T. CREASER	LABORER	07/06/2017	02/11/2019 (verbal)
7.	KIMBERLY GAFFNEY	FOOD SERVICE HELPER	09/06/2016	12/01/2018 (verbal)
8.	SANDRA J. GATES	FOOD SERVICE HELPER	08/25/2014	12/01/2018 (verbal)
9.	CHRISTINE A. GLEASON	FOOD SERVICE HELPER	11/21/2011	12/01/2018 (verbal)
10.	COLLEEN A. HUDDLESTON	LIBRARY AIDE	09/12/2011	02/15/2019

			Hire Date	Resign Date
11.	DANIELLE F. JAQUISH	FOOD SERVICE HELPER	09/20/2018	02/01/2019 (verbal)
12.	BARBARA A. LOOMIS	FOOD SERVICE HELPER	10/30/2013	12/01/2018 (verbal)
13.	JUSTIN LOOMIS	FOOD SERVICE HELPER	02/24/2009	12/01/2018 (verbal)
14.	RENEE R. MORRIS	FOOD SERVICE HELPER	03/01/2018	01/24/2019 (verbal)
15.	COTY A. MUGFORD	FOOD SERVICE HELPER	08/29/2011	12/01/2018 (verbal)
16.	BERNARD P. SHARLETTE	HVAC BUILDING SUPERINTENDENT	02/15/2010	01/24/2019
17.	VANESSA A. SOWICH	FOOD SERVICE HELPER	09/01/1999	12/01/2018 (verbal)
18.	SANIMAH S. YOUNGS	FOOD SERVICE HELPER	09/17/2018	01/27/2019 (verbal)

**c. UNPAID LEAVE(S) OF ABSENCE**

**1. Non-Instructional/Classified Staff**

			Start Date	End Date	Reason
1.	ANNAMARIA KELLY	CAREER EXPLORATION SPECIALIST	04/03/2019	TBD	Disability

**d. APPOINTMENTS**

**1. Teaching/Certified Staff**

**a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)**

The expiration dates of the 4 year probationary appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3014 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3014-c and/or 3014-d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time.

The expiration dates of the 3 year probationary appointments are tentative and conditional only. In order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3014-c and/or 3014-d of the Education Law of either effective or highly effective to the extent required by the applicable provisions of the Education Law, the Rules of the Board of Regents and the Regulations of the Commissioner of Education, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time.

1. Recommend that **MARISA G. D'AMBRO** be appointed as a **TEACHER ASSISTANT** in the Career and Educational Center, for a four year probationary appointment in the Teaching Assistant tenure area, commencing March 14, 2019 and ending March 13, 2023 at an annual salary rate of \$15,627.00, prorated.

**Certification:**

- \* Level I certificate in Teaching Assistant

**Education:**

- \* Currently attending Mohawk Valley Community College for Liberal Arts
- \* Attended Herkimer County Community College for Fashion Merchandising

**Work Experience:**

- \* From September, 2018 through the present as a substitute teaching assistant at Oneida-Herkimer-Madison BOCES
- \* From May, 2016 through the present as a customer service representative and trainer through Staffworks CNY
- \* From October, 2017 through the present as an independent contractor at Grippe's Hairstyling



2. Recommend that **MELISSA SARNER** be appointed as a **TEACHER ASSISTANT** in the Special Education Programs, at the Center, for a three year probationary appointment in the Teaching Assistant tenure area, commencing February 14, 2019 and ending February 13, 2022 at an annual salary rate of \$21,053.00, prorated.

**Certification:**

- \* Level I certificate in Teaching Assistant

**Education:**

- \* Associates Degree in Science from Mohawk Valley Community College
- \* Bachelor of Science in Childhood Education from SUNY Oneonta
- \* Master of Science in Students with Disabilities 1-6 from Touro College

**Work Experience:**

- \* From 2014 through the present as a behavior specialist at Upstate Cerebral Palsy
- \* From 2011 through 2014 as a daycare provider at St. Paul's Nazareth Daycare
- \* From 2008 through 2014 as a student manager at Oneida-Herkimer-Madison BOCES

**b. RECOMMENDATION FOR PART-TIME APPOINTMENT(S)**

1. Recommend that **DEANNE M. BALUTIS** be appointed as a **TEACHER SPEECH/HEARING** in the Academic Itinerant Program, at the Center, for a part-time (.2 FTE) appointment commencing February 01, 2019 at an annual salary rate of \$9,317.00, prorated.

**Certification:**

- \* Permanent certificate in Speech & Hearing Handicapped

**Education:**

- \* Bachelor's Degree from SUNY Buffalo
- \* Master's of Arts Degree from Pennsylvania State University

**Work Experience:**

- \* From 1982 to April, 2014 as a Teacher of Speech & Hearing Handicapped at Oneida-Herkimer-Madison BOCES

**c. RECOMMENDATION FOR A LONG-TERM SUBSTITUTE APPOINTMENT**

1. Recommend that **GERALD A. DISCHIAVO JR** be appointed as a **TEACHER OF MUSIC** in the Special Education Itinerant Programs at the Sauquoit Valley Central School District/Elementary Building and Middle Settlement Academy, for a long-term substitute appointment commencing March 14, 2019 and ending June 26, 2019 at an annual salary rate of \$44,190.00, prorated.

**Certification:**

- \* Currently working toward certification

**Education:**

- \* Bachelor's Degree in Philosophy from Utica College of Syracuse University
- \* Masters of Science in Education from Utica College

**Work Experience:**

- \* From January, 2015 through the present as a rehabilitation community employment specialist at the Resource Center for Independent Living
- \* From 1990 through the present as a professional musician
- \* From April, 2012 through January, 2015 as a habilitation coordinator at the Resource Center for Independent Living
- \* From August, 2007 through April, 2012 as a independent living skills trainer at the Resource Center for Independent Living
- \* From June, 2002 through April, 2007 as an assistant editor at North Country Books
- \* From September, 2000 through June, 2002 as a music teacher at the Utica City School District
- \* From April, 2000 through June, 2000 as a substitute music teacher at the Utica City School District
- \* From January, 1999 through April, 1999 as a substitute music teacher at the Rome City School District

**d. RECOMMENDATION FOR A TEMPORARY APPOINTMENT(S)**

1. Recommend that **LEIDA A. FURMANSKI** be appointed as a **CLINICAL INSTRUCTOR** in the Career and Technical Education Center, for a temporary appointment commencing January 15, 2019 and ending May 31, 2019 at a salary rate of \$33.26/hour.

**Certification:**

\* NYS License as a Registered Nurse

**Education:**

\* Associates Degree in Registered Nurse from St. Elizabeth College of Nursing

\* Bachelor's Degree in Science Pre-Med from SUNY Poly Tech

**Work Experience:**

\* From 2011 through 2012 as a licensed registered nurse at the Masonic Care Community

\* From 2011 through 2012 as a licensed registered nurse/educator at Oneida-Madison BOCES

\* From 2010 through 2011 as a director of education/training at Mohawk Valley Nursing Home

\* From 2009 through 2010 as a licensed registered nurse/manager at Mohawk Valley nursing home

\* From 2007 through 2009 as a licensed registered nurse/day supervisor at St. Joseph's nursing Home

2. Recommend that **MANDY M. WEAKLEY** be appointed as a **CLINICAL INSTRUCTOR** in the Career and Technical Education Center, for a temporary appointment commencing January 15, 2019 and ending May 31, 2019 at a salary rate of \$33.26/hour.

**Certification:**

\* NYS License as a Registered Nurse

**Education:**

\* Associates Degree in Nursing from St. Elizabeth College of Nursing

**Work Experience:**

\* From September, 2018 through the present as a staff registered nurse at MVHS, St. Elizabeth's Campus

\* From January, 2018 through August, 2018 as a professional registered nurse at Heart of Hospice

\* From 2014 through 2018 as a travel registered nurse at Aya Healthcare, San Diego, CA

\* From August, 2015 through December 2015 and then from August, 2016 through January, 2017 as a travel registered nurse at Bassett Hospital

\* From March, 2016 through June, 2016 as a travel registered nurse at Duke University Hospital, Durham, NC

\* From January, 2015 through May, 2015 as a travel registered nurse at Northwest Texas Hospital, Amarillo, TX

- e. **RECOMMENDATION FOR INCREASE IN FTE**

			Date	FTE
1.	DEANNE M. BALUTIS	TEACHER SPEECH/HEARING	03/01/2019	0.4

**2. Non-Instructional/Classified Staff**

- a. Recommendation for the creation of (1) Assistant Safety Coordinator position
- aa. Recommendation for the creation of (2) Computer Specialist (Training) positions
- aaa. Recommendation for the creation of (1) Public Relations Specialist position

**a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE**

- 1. Recommend that **MICHAEL W. ELLIOTT SR** be appointed to a provisional appointment as a **HVAC BUILDING SUPERINTENDENT** in Operations and Maintenance, commencing April 01, 2019 at an annual salary rate of \$52,000.00, prorated.

**MICHAEL W. ELLIOTT SR** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **HVAC BUILDING SUPERINTENDENT**, until the results of the next civil service exam are known.

**Education:**

- \* Graduate of Oneida High School
- \* Associates Degree in Air Conditioning Technology from Mohawk Valley Community College

**Work Experience:**

- \* From September, 2018 through the present as a HVAC technician at the Yellow Brick Road Casino
- \* From September, 2017 through August, 2018 as a food service technician at Ballentine Equipment Company, Greenville, SC
- \* From January, 2014 through July, 2017 as a HVAC technician III at the Turning Stone Casino
- \* From August, 2012 through January, 2014 as a food service repair technician at DK Restaurant Service
- \* From March, 2004 through August, 2012 as a HVAC technician III at the Turning Stone Casino

2. Recommend that **JESSICA J. FLETCHER** be appointed to a provisional appointment as an **ASSISTANT SAFETY COORDINATOR** in the Safety Office, commencing April 01, 2019 at an annual salary rate of \$38,000.00, prorated.

**JESSICA J. FLETCHER** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **ASSISTANT SAFETY COORDINATOR**, until the results of the next civil service exam are known.

**Education:**

- \* Graduate of Rome Free Academy
- \* Attended Utica School of Commerce for Property and Casualty Insurance

**Work Experience:**

- \* From January, 2018 through the present as a risk manager at Upstate Cerebral Palsy
- \* From April, 2017 through the present as a beertender at Copper City Brewing Company
- \* From October, 2016 through January, 2018 as a workers compensation Specialist at Upstate Cerebral Palsy
- \* From October, 2015 through October, 2016 as a recovery specialist/workers compensation & disability claim coordinator at Oriska Corporation

**b. RECOMMENDATION FOR A SECOND PROVISIONAL APPOINTMENT**

1. **PAVEL I. KICHUK** was previously appointed to a provisional appointment as a **COMPUTER OPERATOR** in the Information & Technology Division, commencing August 14, 2017. **PAVEL I. KICHUK** recently took the civil service exam, but did not receive a passing score. **PAVEL I. KICHUK** is being recommended to a second provisional appointment by his immediate supervisor effective March 14, 2019. After canvassing individuals on the list, it has been deemed non-mandatory (less than 3 names) and it is now possible for **PAVEL I. KICHUK** to receive a second provisional appointment, with the understanding that the next civil service exam for this title will need to be taken and passed.

2. **JOHN L. OBERNESSER** was previously appointed to a provisional appointment as a **COMPUTER OPERATOR** in the Information & Technology Division, commencing September 17, 2018. **JOHN L. OBERNESSER** recently took the civil service exam, but did not receive a passing score. **JOHN L. OBERNESSER** is being recommended to a second provisional appointment by his immediate supervisor effective March 14, 2019. After canvassing individuals on the list, it has been deemed non-mandatory (less than 3 names) and it is now possible for **JOHN L. OBERNESSER** to receive a second provisional appointment, with the understanding that the next civil service exam for this title will need to be taken and passed.

**c. RECOMMENDATION FOR PROBATIONARY APPOINTMENT FROM CIVIL SERVICE LISTING**

The below named individual(s) recently took and successfully completed the required civil service exam for the title. The below named individual(s) will be required to serve a twenty-six week probationary period.

			Prob. Date
1.	MICHAEL A. AGOSTO	COMPUTER OPERATOR	02/06/2019
2.	ROBERT J. BARTHOLOMEW	COMPUTER OPERATOR	02/06/2019
3.	CHRISTOPHER M. BROEDEL	COMPUTER OPERATOR	02/06/2019
4.	CARLY R. WRIGHT	GRAPHIC DESIGN ARTIST	01/09/2019

**d. RECOMMENDATION FOR PART-TIME APPOINTMENT**

1. Recommend that **MATTHEW W. DOOLEN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing February 15, 2019 at an hourly salary rate of \$12.00, as needed.

**MATTHEW W. DOOLEN** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

- \* Graduate of Ilion High School
- \* Associates Degree in Culinary Arts from Mohawk Valley Community College

**Work Experience:**

- \* From 2016 through the present as a community habilitation specialist at the ARC Oneida Lewis
- \* From 2012 through 2016 as a small scale attendant at Auto Salvage Technologies

2. Recommend that **TIMOTHY J. FOOTE-VAUGHN** be appointed to a part-time appointment as a **CLERK HOURLY** in the Central Business Office, commencing January 29, 2019 at a salary rate of \$13.90 per hour.

**TIMOTHY J. FOOTE-VAUGHN** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CLERK**.

**Education:**

- \* Graduate of Rome Free Academy

**Work Experience:**

- \* From June, 2018 through July, 2018 as a reconciliation representative - temporary position at BNY Mellon
- \* From November, 2015 through April, 2016 as a customer care representative at Baker & Taylor, Charlotte, NC
- \* From June, 2014 through December, 2014 as a client services specialist at The Charlotte Observer, Charlotte, NC
- \* From August, 2010 through June, 2014 as a trade specialist / compliance account administrator at BNY Mellon
- \* From February, 2009 through August, 2010 as a billing specialist at The Hartford



3. Recommend that **LAURIE JONES** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 03, 2019 at an hourly salary rate of \$15.66, as needed.

**LAURIE JONES** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Oriskany Central School District

**Work Experience:**

\* From September, 1996 through June, 2018 as an Assistant Cook at Oneida-Herkimer-Madison BOCES

\* From July, 1993 through June, 1996 as a cook/waitress at the Oriskany Diner

4. Recommend that **HOWARD J. MADDEN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 17, 2019 at an hourly salary rate of \$12.00, as needed.

**HOWARD J. MADDEN** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Notre Dame High School

\* Associates Degree in Retail Business Management from Mohawk Valley Community College

\* Bachelor's Degree in Business Management from SUNY Utica

**Work Experience:**

\* From September, 2018 through the present as a motor vehicle operator part time at Oneida-Herkimer-Madison BOCES

\* From May, 1994 through April, 2018 as a QH-system's manager at Walmart Distribution Center

\* From June, 1992 through May, 1994 as a system's operator at Fleet Bank

\* From May, 1979 through April, 1992 as a system's operator at General Electric

5. Recommend that **KALEIGH M. MANDER** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 28, 2019 at an hourly salary rate of \$12.00, as needed.

**KALEIGH M. MANDER** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Working toward GED

**Work Experience:**

\* From January, 2009 through June, 2010 as a childcare provider in a private residence.

6. Recommend that **KRYSTAL A. POCZATEK** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 29, 2019 at an hourly salary rate of \$12.00, as needed.

**KRYSTAL A. POCZATEK** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Remsen Central School District

\* Associate Degree in advertising from Mohawk Valley Community College

**Work Experience:**

\* From May, 2014 through October, 2018 as a resident counselor at Upstate Cerebral Palsy

7. Recommend that **BARBARA L. PROCTOR** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing November 20, 2018 at an hourly salary rate of \$12.00, as needed.

**BARBARA L. PROCTOR** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Richfield Springs Central School District

**Work Experience:**

\* From June, 2014 through January, 2018 as a food service helper at Oneida-Herkimer-Madison BOCES

\* From September, 2009 through September, 2014 as a substitute food service helper at Owen D. Young Central School

\* From 1987 through 1997 as a short order cook at TJ's Place

8. Recommend that **NORA A. RICCI** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing February 13, 2019 at an hourly salary rate of \$12.00, as needed.

**NORA A. RICCI** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

- \* Graduate of New York Mills Union Free School District
- \* Associates Degree in Secretarial Science from SUNY Cobleskill

**Work Experience:**

- \* From August, 2014 through December, 2018 as a food service helper at Oneida-Herkimer-Madison BOCES
- \* From September, 1986 through August, 2014 as a food service helper at Poland Central School District

9. Recommend that **CARLO T. RIZZO** be appointed to a part-time appointment as a **CLEANER** in Operations and Maintenance, commencing January 02, 2019 at an hourly salary rate of \$12.96, as needed.

**CARLO T. RIZZO** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CLEANER**.

**Education:**

- \* Graduate of Clinton Central School District
- \* Associates Degree in GIS Engineering from Mohawk Valley Community College
- \* Attending Mohawk Valley Community College for Unmanned Aerial Systems (UAS)

**Work Experience:**

- \* From June, 2018 through the present as a Laborer at Oneida-Herkimer-Madison BOCES
- \* From December, 2017 through June, 2018 as a clerk at Oneida-Herkimer-Madison BOCES
- \* From June, 2015 through June, 2016 as a Laborer at Oneida-Herkimer-Madison BOCES
- \* August 2014 placement at March Associates through the Regional Program of Excellence working with CAD programs

10. Recommend that **REBECCA L. ROBERTS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 03, 2019 at an hourly salary rate of \$12.00, as needed.

**REBECCA L. ROBERTS** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Clinton High School

**Work Experience:**

\* From July, 2016 through December, 2018 as a cashier at Lowe's

\* October, 2015 as a sales associate at Party City

11. Recommend that **RITA M. SARASY** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing January 28, 2019 at an hourly salary rate of \$12.00, as needed.

**RITA M. SARASY** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* GED from BOCES

**Work Experience:**

\* From April, 1996 through April, 2018 as a residence counselor at  
Upstate Cerebral Palsy

12. Recommend that **CINDY L. SIRIANO** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing February 01, 2019 at an hourly salary rate of \$12.00, as needed.

**CINDY L. SIRIANO** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Proctor High School

**Work Experience:**

\* From June, 1995 through January, 2016 as a team coach at  
AFSA Data Corporation

13. Recommend that **BETH E. SPOON** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in the School Lunch Program, commencing February 04, 2019 at an hourly salary rate of \$12.00, as needed.

**BETH E. SPOON** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Education:**

\* Graduate of Westmoreland Central School District

**Work Experience:**

\* From July, 2018 through the present as a receptionist at Davis Optical

\* From February, 2015 through July, 2018 as a LPN at ARC Oneida Lewis

**e. RECOMMENDATION FOR SUBSTITUTE APPOINTMENT**

1. Recommend that **GAIL L. BELDEN-HARRINGTON's** substitute appointment as an **OCCUPATIONAL THERAPIST** in the Special Education Itinerant Programs, at Notre Dame Elementary School, Donovan Middle School and Hughes Elementary School be extended to March 29, 2019 at a yearly salary rate of \$88,358.00, prorated.

**f. RECOMMENDATION FOR PERMANENT APPOINTMENTS FROM CIVIL SERVICE LISTING**

The Human Resources Office, and the District Superintendent have reviewed the performance evaluations and record of absences for the below named individual(s). The below named individual(s) have successfully completed their individual twelve week or twenty-six week probationary period(s) and are being recommended to permanent appointment(s).

			Perm. Date
1.	JORDAN S. EZMAN	NETWORK ADMINISTRATOR II	08/06/2018
2.	CAROL L. GARRETT	OFFICE SPECIALIST I	11/15/2018
3.	MICHELE E. MISIASZEK	SABA SCHOOL NURSE INSTRUCTOR	09/01/2018
4.	KRISSANN M. TENBRINK	ASSISTANT COOK	09/01/2018

**g. RECOMMENDATION FOR CHANGE IN SALARY**

1. Recommend that **JEAN A. PALMER** be appointed as a **SR PUBLIC RELATIONS SPECIALIST** in **SCHOOL COMMUNICATIONS**, commencing March 14, 2019 at an annual salary rate of \$80,000.00, prorated.

**h. RECOMMENDATION FOR CHANGE IN FTE**

			Date	FTE
1.	SUSAN N. MOJAVE	PERFORMING ARTS SPECIALIST	02/04/2019	1.0

**i. RECOMMENDATION FOR NON-INSTRUCTIONAL TEMPORARY APPOINTMENTS**

		Title	Start Date	End Date	Salary
1.	ABIGAIL R. HALL	AUDIO VISUAL AIDE	01/03/2019	04/03/2019	\$11.10/hr.

**ITEM VI. D. ACTION ITEMS**

**ITEM VI. D. 1. APPROVAL OF POLICY 3001 ADMINISTRATIVE; 3002 ADMINISTRATIVE ORGANIZATION AND OPERATION; 3003 ADMINISTRATIVE COUNCILS, CABINETS AND COMMITTEES; 3100 DISTRICT SUPERINTENDENT; 3101 EVALUATION OF THE DISTRICT SUPERINTENDENT AND OTHER ADMINISTRATIVE STAFF; 5306 PURPOSE, USE AND ADMINISTRATION OF OHM BOCES DIGITAL INFORMATION SYSTEMS; 5400 TRANSPORTATION OF STUDENTS; 5401 OWNED OR LEASED VEHICLES AND 5402 VEHICLE SAFETY.**

*(FIRST READING)*

Moved, that the Cooperative Board approves the following Policies in order to provide a comprehensive written listing of the Cooperative Board's current policies, rules and regulations for the Oneida-Herkimer-Madison BOCES

**Section 3000 Administration**

- 3001 Administration
- 3002 Administrative Organization and Operation
- 3003 Administrative Councils, Cabinets and Committees
- 3100 District Superintendent
- 3101 Evaluation of the District Superintendent and Other Administrative Staff

**Section 5000 Support Operations**

- 5306 Purpose, Use and Administration of OHM BOCES Digital Information Systems
- 5400 Transportation of Students
- 5401 Owned or Leased Vehicles
- 5402 Vehicle Safety

Moved, that the Cooperative Board shall delete the following policies as they are no longer relevant or have been replaced by other policies:

Policies Replaced by other Policies:

- 2130 Crisis Management
- 7112 Disaster Planning & Civil Preparedness
- 7113 Prevention Instruction

Policies No Longer Required:

- 1319 Designated Educational Official
- 1330 Principles for School Board Members
- 1438 Reorganizational Meeting
- 1572 BOCES Consortium of Continuing Education
- 1580 Objectives and Their Accomplishment
- 1590 Shared Decision Making Plan
- 3140 Administrative Interns
- 3170 Employee Compensation
- 3230 Job Descriptions
- 4513 Site Acquisition

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**ITEM VI. D. 2. APPROVAL OF STUDENT SCHOOL CALENDAR 2019-2020**

Moved, that the Cooperative Board adopts the Oneida-Herkimer-Madison BOCES student school calendar for 2019-2020.

**ITEM VI. D. 3. APPROVAL OF WIDE AREA NETWORK BID**

Moved, that the Cooperative Board awards the bid to Time Warner Cable and Northland Communications for services provided by each as highlighted on the attached spreadsheet with 1, 3 and 5 year options.

Attachment A, Connectivity Matrix - MORIC Regional Wired Telecommunications Services Bid

Bid #16-12-006

SITE LOCATION	HUB LOCATION	CURRENT CONNECTION / PROVIDER	ESTIMATED EXPIRATION	ESTIMATED EXPIRATION	All costs, including installation, taxes, fees, and surcharges, regardless of when service is provided, must be included in the MRCA.									EST HAND OFF FROM DATE WORKORDER IS RECEIVED
					1-YR Pricing			3-YR Pricing			5-YR Pricing			
					100MB	1GIG	10GIG	100MB	1GIG	10GIG	100MB	1GIG	10GIG	
<b>Oneida-Herkimer-Madison BOCES</b>														
Brodock Press Building 302 Court Street Jica, New York 13502	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	6/2019	Northland Spectrum	\$650 \$602	\$874 \$745	\$1,125 No Bid	\$525 \$495	\$739 \$639	\$1,000 \$3,566	\$494 \$458	\$679 \$583	\$950 \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Brookfield Central School District</b>														
Brookfield Central School 1910 Fairground Road Brookfield, New York 13314 (315) 899-3324	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	6/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid No Bid	No Bid \$468	No Bid \$583	No Bid No Bid	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Clinton Central School District</b>														
Clinton Senior High School 75 Chenango Avenue Clinton, New York 13323 (315) 853-5574	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	6/2019	Northland Spectrum	\$650 \$602	\$874 \$745	\$1,125 No Bid	\$525 \$495	\$739 \$639	\$1,000 \$3,566	\$494 \$468	\$679 \$583	\$950 \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Holland Patent Central School District</b>														
Holland Patent High School 3079 Thompson Road Holland Patent, New York 13354 (315) 865-8154	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	6/2019	Northland Spectrum	\$650 \$602	\$874 \$745	\$1,125 No Bid	\$525 \$495	\$739 \$639	\$1,000 \$857	\$494 \$468	\$679 \$583	\$950 \$811	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>New Hartford Central School District</b>														
New Hartford Senior High School 33 Oxford Road New Hartford, New York 13413 (315) 924-1214	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	6/2019	Northland Spectrum	\$650 \$602	\$874 \$745	\$1,125 No Bid	\$525 \$495	\$739 \$639	\$1,000 \$3,566	\$494 \$468	\$679 \$583	\$950 \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>New York Mills Union Free School District</b>														
New York Mills Union Free School District 1 Marauder Boulevard New York Mills, New York 13417 (315) 768-8127	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	6/2019	Northland Spectrum	\$650 \$1,710	\$874 \$1,741	\$1,125 No Bid	\$525 \$661	\$739 \$693	\$1,000 \$3,566	\$494 \$504	\$679 \$583	\$950 \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Oriskany Central School District</b>														
Oriskany Junior-Senior High School 1312 Ulica Street Oriskany, New York 13491 (315) 768-2063	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	11/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid \$3,566	No Bid \$468	No Bid \$583	No Bid \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Remsen Central School District</b>														
Remsen Junior-Senior High School 9733 Main Street Remsen, New York 13438 (315) 831-3851	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	11/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid \$3,566	No Bid \$468	No Bid \$583	No Bid \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Sauquoit Valley Central School District</b>														
Sauquoit Valley Senior High School 2601 Oneida Street Sauquoit, New York 13456 (315) 839-6316	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	11/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid \$3,566	No Bid \$468	No Bid \$583	No Bid \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Ulica City School District</b>														
Thomas R. Proctor High School 1203 Hilton Avenue Ulica, New York 13501 (315) 792-2111	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	10/2019	Northland Spectrum	\$650 \$602	\$1,125 \$745	No Bid No Bid	\$525 \$495	\$1,000 \$639	No Bid \$3,566	\$494 \$468	\$950 \$583	No Bid \$3,513	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														
<b>Waterville Central School District</b>														
Waterville Junior-Senior High School 381 Madison Street Waterville, New York 13480 (315) 841-3800	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	11/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid No Bid	No Bid \$468	No Bid \$583	No Bid No Bid	
<i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>														



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Attachment A, Connectivity Matrix - MORIC Regional Wired Telecommunications Services Bid

BIS #18-12-006

SITE LOCATION	HUB LOCATION	CURRENT CONNECTION / PROVIDER	EST. EXPIRATION	All costs, including installation, taxes, fees, and surcharges, regardless of when service is provided, must be included in the MFCs.									EST HAND OFF FROM DATE WORKORDER IS RECEIVED
				1-YR Pricing			3-YR Pricing			5-YR Pricing			
				100MB	1GIG	10GIG	100MB	1GIG	10GIG	100MB	1GIG	10GIG	
<b>Westmoreland Central School District</b>													
Westmoreland High School 5175 Route 233 Westmoreland, New York 13490 (315) 853-2616 <i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	11/2019	Northland Spectrum	No Bid \$602	No Bid \$745	No Bid No Bid	No Bid \$495	No Bid \$639	No Bid \$3,566	No Bid \$488	No Bid \$583	No Bid \$3,513
<b>Whitesboro Central School District</b>													
Whitesboro High School Route 291 Marcy, New York 13403 (315) 266-3200 <i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Northland	10/2019	Northland Spectrum	\$650 \$602	\$874 \$745	\$1,125 No Bid	\$525 \$495	\$739 \$639	\$1,000 \$3,566	\$494 \$468	\$679 \$583	\$950 \$3,513
<b>Town of Webb Union Free School District</b>													
Town of Webb Union Free School District 3002 Main Street Old Forge, New York 13420 (315) 369-3222 <i>Billed Entity: Oneida-Herkimer-Madison BOCES</i>	Oneida-Herkimer-Madison BOCES PO Box 70 4747 Middle Settlement Road New Hartford, New York 13413	1 GIG Time Warner Cable	6/2019	Northland Spectrum	\$950 \$602	\$1,050 \$745	\$4,300 No Bid	\$750 \$495	\$850 \$639	\$3,300 No Bid	\$600 \$468	\$700 \$583	\$2,300 No Bid

**ITEM VI. D. 4. APPROVAL OF AUTHORIZATION OF CAPITAL PROJECT**

Moved, that the Oneida-Herkimer-Madison BOCES Cooperative Board is hereby authorized to expend up to \$1,276,704 for the Reconstruction Project, SED Control No. 41-90-00-00-0-011-007, at the OHM BOCES Complex, with up to \$1,276,704 of such cost to be expended from the Budget Appropriation, all as permitted by law. All of the above based on the approval of the State Environmental Quality Review Act and applicable regulations promulgated there under (“SEQRA”)

**ITEM VI. D. 5. APPROVAL OF P-TECH EXTRACLASSROOM ACTIVITY ADVISOR**

Moved, that the Cooperative Board approve the creation of the appointment of Christina Warner as the faculty advisor to the P-TECH Extraclassroom Activity Organization with the stipend of \$1,250.00.

**ITEM VI. D. 6. APPROVAL OF P-TECH EXTRACLASSROOM ACTIVITY FUND**

Moved, that the Cooperative Board approve the creation of the P-TECH Extraclassroom Activity Organization.

**ITEM VI. D. 7. APPROVAL OF CHANGE IN SUPERVISORY ASSIGNMENT**

Moved, that the Cooperative Board approves the realignment of Jean Palmer to supervise the school communications department as well as the printing department.

**ITEM VI. D. 8. APPROVAL OF RECOMMENDATION FOR THE CREATION OF ONE (1) PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL PRINCIPAL POSITION**

Moved, that the Cooperative Board approve the creation of the position Principal of Pathways in Technology Early College/High School in the tenure area of Career and Technical Education Principal be created.

**ITEM VI. D. 9. APPROVAL OF SUBCONTRACT WITH CORNELL COOPERATIVE EXTENSION/FARM-TO-SCHOOL GRANT**

Moved, that the Cooperative Board approve the accompanying agreement between OHM BOCES and Cornell Cooperative Extension in the amount of \$50,000 for the period of April 1, 2019 through March 31, 2020.

This SERVICES AGREEMENT, (Agreement) is between Oneida-Herkimer-Madison Board of Cooperative Educational Services, (BOCES), a supervisory school district located at 4747 Middle Settlement Road, New Hartford, NY 13413, and CORNELL COOPERATIVE EXTENSION OF ONEIDA COUNTY, 121 Second Street, Oriskany, NY 13424, (Extension), is effective April 1, 2019, (Effective Date).

1. SERVICES DESCRIPTION: Cornell Cooperative Extension of Oneida County agrees to provide a staff person, the Market Development Specialist, for approximately 33 hours per week for 52 weeks to be responsible for the "OHM BOCES Mini Food Hub" project administration, planning services, and providing marketing, outreach, and technical support to local producers. This contract includes mileage, printing, administrative overhead and any other associated costs. This position is critical in providing the dedicated time and leadership necessary to serve as a liaison with producers, oversee project activities and meet project outcomes.

Outcomes include:

- *Increase the locally-sourced product percentage from 19.5% to 21.5% of total food, and 30% of lunch food in the 12-month grant period.*
- *Increase the number of meals served from 998,000 to 1,017,960 (2% increase).*
- *Increase the average reimbursable lunch participation rate of approximately 5,790 students daily to 5,905 (2% increase).*
- *OHM currently purchases from 10-15 local farmers, producers, and distributors. The target is to double the number of local farmers, producers, and distributors supplying farm products or to double the number of farm products to schools by the end of the project period.*
- *Students served by the OHM Food Service will have access to 1-2 local or seasonal farm products each week in addition to current Harvest of the Month items, twice annual NY food days, and daily apples and milk that are locally sourced.*

Please see attached "Plan of Work, which by this reference is incorporated into and made part of this agreements."

2. PROCESS TIMELINE DESCRIPTION: Project and funding to be complete within one year.
3. TERM AND TERMINATION: Notwithstanding the actual date(s) of execution, this Agreement shall commence as of the Effective Date, and shall continue until March 31, 2020.
4. FEES AND PAYMENT:
  - A. The total maximum remuneration under this Agreement shall be Fifty Thousand (\$50,000) Dollars, payable in 4 installment(s) due on the first day of each quarter beginning on the Effective Date.
  - B. The making of any payments by BOCES, or receipt thereof by Extension, shall not be evidence of acceptance of additional terms set forth in the invoice or our waiver of any warranties or requirements hereunder.-
5. GENERAL TERMS:
  - a. Infringement. BOCES warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party intellectual property or moral rights, nor upon any third party's right of personality or publicity.
  - b. Authority. Each party warrants that: (a) they have the power and authority to enter into and perform this Agreement; (b) the Agreement will be a legally valid and binding obligation enforceable against either party; and (c) there are no pending or threatened litigation actions, claims or proceedings, and there are no pending judicial or administrative orders or rules, that would materially impact their ability to perform hereunder.
  - c. Performance. CCE will perform its obligations in a timely, workmanlike manner in accordance with industry best practices and agreed specifications.
  - d. Compliance with Laws. CCE warrants that neither its execution of this Agreement nor its performance of services hereunder violate any applicable law, regulation, or rule of any authority having jurisdiction, including without limitation OFAC (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between a party and any other person or entity. Each party shall comply with all applicable federal, state and local laws and regulations.
  - e. Insurance. Both parties will maintain insurance in accordance with the requirements contain in Attachment A, hereto, for the entire time this Agreement remains effective and provide a certificate evidencing insurance.
  - f. Information. We shall provide BOCES with information reasonably necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.
  - g. Personnel. Both parties will retain qualified personnel and provide any training tools, supplies or other resources necessary to perform the Services. BOCES will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Both parties shall only assign personnel that are legally eligible to work, have successfully completed a background check, and that all assignments shall be in compliance with applicable equal opportunity laws, all of which BOCES shall certify if we request.
6. INDEMNIFICATION. (A) To the fullest extent permitted by law BOCES shall indemnify, defend, and hold us and our respective officers, directors, employees and agents, and their successors and assigns (Indemnified

Parties), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the BOCES, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the BOCES or any person for which it is legally responsible, including any allegations that the services infringe, misappropriate, or violate any intellectual property rights of any third party.

(B) To the fullest extent permitted by law Extension shall indemnify, defend, and hold BOCES and its respective officers, directors, employees and agents, and their successors and assigns (BOCES Indemnified Parties), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Extension or any of Extensions' Subcontractors of this Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the BOCES or any entity and/or person for which it is legally responsible, including any allegations that the services infringe, misappropriate, or violate any intellectual property rights of any third party.

7. ACCESS TO PREMISES. Neither party makes any representations with respect to the physical conditions or safety of its respective premises. Each party shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be effected by its operations in performing the Services.
8. INDEPENDENT CONTRACTOR; EMPLOYEES. Each party is an independent contractor and not the other's agency, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.
9. NOTICES. Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.
10. LIMITATION ON DAMAGES, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.
11. MODIFICATION. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties.

- 12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
- 13. SEVERANCE. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected.
- 14. BREACH. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity.
- 15. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of us, BOCES, and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests.
- 16. Headings. Headings shall not be used for interpretation.
- 17. Survivability. The provisions of Sections 6, 8, 10, and attachment A shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the Effective Date set forth, above:

Oneida-Herkimer-Madison Board of  
Cooperative Educational Services

Cornell Cooperative Extension Of  
Oneida County

Signature: \_\_\_\_\_  
Elaine M. Falvo  
Board President

Signature: \_\_\_\_\_  
Mary Beth McEwen  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Acknowledgments follow.]

ACKNOWLEDGMENTS

State of New York )  
County of Oneida ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **ELAINE M. FALVO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York )  
County of \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared **MARY BETH McEWEN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

**Insurance Schedule**

All references to “Party” and “Parties” herein are intended to refer to BOCES and EXTENSION and their subcontractors.

**Identified Insurance** means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work. Each Party shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule.

Each Party shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best’s Ratings of A- or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers Compensation	Statutory limits as Required by Law. <b>If No Employees, INITIAL HERE</b>
<u>Commercial General Liability</u> <sup>1</sup>	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed
<u>Automobile Liability- Owned (If any), Hired, and Non-Owned</u>	\$1,000,000 combined single limit

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability insurance policy to name the following as additional party insureds (**Additional Insureds**), covering all the activities of Vendors with respect to the performance of this Agreement:
  - BOCES shall name Cornell Cooperative Extension of Oneida County, its officers, directors, employees and agents as Additional Insured”
  - EXTENSION shall name BOCES, its officers, directors, employees and agents as Additional Insured”
  
2. The Identified Insurance shall also:
  - (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
  - (b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);
  - (c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
  - (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

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<sup>1</sup> Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence.

**ITEM VI. D. 10. APPROVAL OF AWARD OF TECHNICAL REPAIR SUPPLY BID FEBRUARY 2019**

Moved, that the Cooperative Board approves the award of the Technical Repair Supply Bid as per the listing representing the lowest qualified bidders meeting specifications.

Summary of Items Awarded Per Vendor

Asset Genie	59
Circle Computers	18
Merrill Technologies	34

**ITEM VI. D. 11. APPROVAL OF CONTRACT(S)**

Yes	No	Absent	Abstain
Michelle Anderson		John A. Griffin	
Steve Boucher		Michael J. Moore	
Doreen Corbin			
Evon M. Ervin			
Elaine M. Falvo			
Charlene A. Hartman			
Gary P. Nelson			
Dr. Gary W. Porcelli			
John J. Salerno			
Russell Stewart			

**Motion carried, 10-0**

**ITEM VI. C.d.2.a.3**

Motion by: Mrs. Anderson  
Seconded by: Mrs. Corbin

Moved that the Cooperative Board approve Item VI. C.d.2.a.3 separately from the Consent Agenda.

3. Recommend that **LISA K. SACCOIA** be appointed to a provisional appointment as a **CAREER EXPLORATION SPECIALIST** in the School and Business Alliance program, commencing February 19, 2019 at an annual salary rate of \$31,562.00, prorated.

**LISA K. SACCOIA** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CAREER EXPLORATION SPECIALIST**, until the results of the next civil service exam are known.

**Education:**

- \* Associates Degree in Liberal Arts from Mohawk Valley Community College
- \* Bachelor's Degree in Journalism from Utica College of Syracuse University

**Work Experience:**

- \* From October, 2018 through the present as a teaching assistant at the Utica City School District
- \* From February, 2017 through January, 2019 as a communications assistant at Healing Spring Christian Ministries
- \* From December, 2017 through April, 2018 as a marketing specialist at Open Door Missions
- \* From December, 2015 through June, 2017 as a communications & media specialist at CNW: School of Massage
- \* From January, 2013 through February, 2014 as a customer service representative at CT Lien Solutions
- \* From July, 2007 through October, 2008 as a marketing specialist at Infuture, Boulder, CO
- \* 2005 as a substitute teacher at the Utica City School District



Yes	No	Absent	Abstain
Michelle Anderson Steve Boucher Doreen Corbin Evon M. Ervin Elaine M. Falvo Charlene A. Hartman Gary P. Nelson John J. Salerno Russell Stewart		John A. Griffin Michael J. Moore	Dr. Gary W. Porcelli

**Motion carried, 9-0**

**ITEM VII. BOARD TOPIC(S)/DISCUSSION ITEM(S)**

A. Review of Tentative Budget 2019-2020

Mr. Cowen and members of the Senior Council reviewed for the Board the 2019 – 2020 tentative budget.

B. Approval of Tentative Budget 2019-2020

Motion by: Mrs. Corbin  
Seconded by: Mr. Salerno

Moved, that the Cooperative Board, at their March 13<sup>th</sup> meeting, approves the attached tentative budget for program, capital, rent and administration in the amount of \$65,252,102.79 and authorizes a public notice.

Yes	No	Absent	Abstain
Michelle Anderson Steve Boucher Doreen Corbin Evon M. Ervin Elaine M. Falvo Charlene A. Hartman Gary P. Nelson Dr. Gary W. Porcelli John J. Salerno Russell Stewart		John A. Griffin Michael J. Moore	

**Motion carried, 10-0**

C. National School Boards Association Conference, March 30 – April 1, 2019

Mr. Boak reviewed the NSBA Convention travel arrangements and distributed the agenda for the conference.

**ITEM VIII. OLD BUSINESS**

None

**ITEM IX. REPORTS**

**A. CHIEF OPERATING OFFICER’S REPORT AND LEGISLATIVE UPDATE**

- Mr. Boak distributed the District Superintendent Search update information and reviewed it with the Board

**ITEM X. EXECUTIVE SESSION**

Motion by: Mrs. Corbin  
Seconded by: Mrs. Ervin

Moved, that the Cooperative Board enter Executive Session at 6:02 p.m. to discuss matters leading to the appointment, employment, suspension, and dismissal, of particular persons.

Yes	No	Absent	Abstain
Michelle Anderson		John A. Griffin	
Steve Boucher		Michael J. Moore	
Doreen Corbin			
Evon M. Ervin			
Elaine M. Falvo			
Charlene A. Hartman			
Gary P. Nelson			
Dr. Gary W. Porcelli			
John J. Salerno			
Russell Stewart			

**Motion carried, 10-0**

The Board returned to General Session at 6:31 p.m.

**ITEM XI. ACTION ITEM(S) FOR APPROVAL (CONTINUATION OF VI.)**

None


**MOTION TO ADJOURN**

Motion by: Mr. Salerno  
Seconded by: Mrs. Corbin

Without further objection, there being no further business to come before the Cooperative Board, the meeting adjourned at 6:32 p.m.

Yes	No	Absent	Abstain
Michelle Anderson Steve Boucher Doreen Corbin Evon M. Ervin Elaine M. Falvo Charlene A. Hartman Gary P. Nelson Dr. Gary W. Porcelli John J. Salerno Russell Stewart		John A. Griffin Michael J. Moore	

**Motion carried, 10-0**

  
Deborah Kimball  
Clerk of the Board  
March 13, 2019