



Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road • New Hartford, NY 13413
www.oneida-boces.org

AGENDA

Cooperative Board Regular Meeting

March 9, 2022 4:30 p.m.

The Howard D. Mettelman Learning Center
Middle Settlement Road, New Hartford, New York

Draft Timeline

4:30 I. Call to Order

II. Pledge of Allegiance

4:35 III. Recognition

A. Career and Technical Education

Students: Marissya Davis, Holland Patent Central School
John Egresits, Whitesboro Central School
Hailey Jenkins, Remsen Central School

Administrators: David Stayton, Principal
Michael Hoover, Assistant Principal

IV. Recognition of Visitors

V. Communications

A. From the Floor

B. Correspondence

VI. District Superintendent Reports

- Recommended Changes to COVID Reopening Plan
- Internal Audit Obligations

VII. A. Approval of the Minutes of the Regular Meeting of February 9, 2022 (page 11)

Approval of Consent Agenda (B., C., D.)

B. Financial Report (page 27)

1. Acceptance of Report of the Treasurer, January
2. Approval of 2021-2022 Budget Adjustment Report, January

C. Personnel Report (page 47)

a. Retirements

1. Non-Instructional/Classified Staff

b. Resignations

1. Non-Instructional/Classified Staff

c. Appointments

1. Teaching/Certified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Increase in FTE

2. Non-Instructional/Classified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Part-Time Appointment(s)
- c. Recommendation for Permanent Appointment(s)

D. Action Items (page 61)

1. Approval of United Way of the Mohawk Valley Contract
2. Approval of Wide Area Network Bid for Oneida-Herkimer-Madison BOCES
3. Approval Food Service Salary Schedule
4. Approval of Board Policy 0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment; 0016 Instruction and Employment of Human Immunodeficiency Virus-HIV Infected Individuals; 0017 Defense and Indemnification of Board Members and Employees; 0020 Tobacco, Nicotine and E-Cigarette Use Prohibited; 0030 Code of Ethics for all Board of Cooperative Educational Services. **(Second Reading)**
5. Approval of Board Policy 5001 District-Wide Safety Plans and Building-Level Emergency Response Plans; 5006 Closing of Facilities; 5007 Closing Board of Cooperative Educational Services Programs
DELETE - 5007 Evaluating Existing Buildings **(First Reading)**
6. Approval of Contracts

5:00 VIII. Board Topic(s)/Discussion Item(s)

- The Cooperative Board will have some time to revisit the recent retreat in terms of what was presented and what discussions occurred.
- Additionally, time will be provided to the Cooperative Board to share their insights and questions regarding the Cooperative Board Self-Assessment Survey results.
- The objective of this discussion is to listen to each other's thoughts, to identify areas of consensus and to use this information to establish agreed upon tenants of board membership and opportunities for professional growth and development.

5:30 IX. Old Business

5:50 X. Executive Session

Executive Session Items:

	discussing the employment history of a particular person
	discussing matters that may lead to the appointment of a particular person (or alternatively, a particular corporation)
	discussing collective negotiations pertaining to the UPSEU Union, pursuant to Article 14 of the Civil Service Law
	discussing the (purchase) (sale) (lease) of a particular parcel of land, disclosure of which could affect the value of the property
	discussing the (administration) (preparation) (grading) of the _____ exam
	discussing proposed litigation
	discussing matters which could imperil public safety if disclosed

XI. Action Item(s) for Approval *(continuation of VII)*

6:00 Adjournment to CTE 2022 Open House

**ONEIDA-HERKIMER-MADISON BOCES
TREASURER'S REPORT
MARCH 2022 BOARD MEETING**

FOR THE MONTH ENDING JANUARY 2022

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,891.64	0.33	-	7,891.97
GENERAL	JPM/CHASE	MMKT	5,132,447.12	8,489,604.05	9,301,469.46	4,320,581.71
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,020,114.19	6,609,057.58	6,609,057.58	3,020,114.19
GENERAL-MULTI C/R	JPM/CHASE	CHECK	55,514.74	9,730,440.50	8,325,000.00	1,460,955.24
GENERAL-LEARNING	JPM/CHASE	CHECK	2,155.24	1,056.22	-	3,211.46
GENERAL-MULTI C/R	NBT	MMKT	1,710.92	1,997.24	-	3,708.16
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	204,773.26	204,773.26	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	23,796.28	4,335.38	25,000.00	3,131.66
LUNCH C/R	JPM/CHASE	CHECK	219.50	6,965.14	7,000.11	204.53
LUNCH-MULTI C/R	NBT	MMKT	21,262.08	18,960.21	-	40,222.29
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	-	-	-	-
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	42,219.28	42,219.28	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	75,217.68	3.17	-	75,220.85
EXTRA-CURR/CM	JPM/CHASE	MMKT	13,610.02	3,051.00	350.00	16,311.02
TOTAL CASH			8,353,939.41	25,112,483.36	24,514,869.69	8,951,553.08

TOTAL CASH BY FUND:

CAPITAL	7,891.97
GENERAL	8,808,570.76
SCHOOL LUNCH	43,558.48
SPECIAL AID	-
TRUST/AGENCY	75,220.85
EXTRA-CURRICULAR	16,311.02
TOTAL	8,951,553.08

TOTAL CASH BY BANK:

JPM/CHASE	8,816,090.76
NBT	135,462.32
TOTAL	8,951,553.08

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
5,396,419.76	2,376,305.57	3,020,114.19

CERTIFICATION:

THIS IS TO CERTIFY THAT THE FOREGOING TREASURER'S REPORT IS TRUE TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF.

Christine Turczyn
CHRISTINE TURCZYN TREASURER

Michelle North
MICHELE NORTH DEPUTY TREASURER

VII B. 1.
Acceptance of Report of
the Treasurer, January
March 9, 2022

ONEIDA-HERKIMER-MADISON BOCES
 TREASURER'S REPORT
 EXTRA-CURRICULAR FUND

BOARD MEETING PRESENTATION
 January 31, 2022

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 13,610.02	FUTURE FARMERS OF AMERICA	\$ 8,422.26
PLUS: RECEIPTS	\$ 3,051.00	SKILLS USA	\$ 5,167.67
LESS: EXPENDITURES	<u>(350.00)</u>	P-TECH	2,436.17
BALANCE: END OF MONTH	<u>\$ 16,311.02</u>	SALES TAX	<u>\$ 284.92</u>
		ACCOUNT TOTALS, END OF MONTH	<u>\$ 16,311.02</u>
BANK RECONCILIATION			
BALANCE PER BANK STATEMENT	\$ 16,836.67		
PLUS: DEPOSITS IN TRANSIT			
LESS: OUTSTANDING CHECKS	<u>\$ (525.65)</u>		
RECONCILED BALANCES	<u>\$ 16,311.02</u>		
CASH: END OF MONTH	<u>\$ 16,311.02</u>	CASH: END OF MONTH	<u>\$ 16,311.02</u>

CERTIFICATION: THIS IS TO CERTIFY THAT THE FOREGOING TREASURER'S REPORT IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, & BELIEF.

Carol Driscoll
 TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE AMOUNT

OUTSTANDING CHECKS

CHECK NUMBER AMOUNT

1235 65.00
1272 50.00
1280 60.65
1298 350.00

TOTAL

TOTAL

\$ 525.65

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			3,786,150.05	46,770.31	3,832,920.36	1,207,231.68	2,578,918.37	0.00
002 CAPITAL/RENT EXPENDITURES			3,151,643.02	-10,973.77	3,140,669.25	1,570,334.71	1,570,334.54	0.00
101 OCCUPATIONAL EDUCATION			7,068,932.00	223,629.07	7,292,561.07	3,398,198.82	3,779,685.09	0.00
102 ADULT EDUCATION			37,130.00	0.00	37,130.00	18,565.00	18,565.00	0.00
103 SECONDARY OCC ED/MADISON BOCES			0.00	22,118.00	22,118.00	11,059.00	11,059.00	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED			542,754.00	-63,714.60	479,039.40	241,373.85	237,665.55	0.00
109 OCC. ED./MADISON BOCES			0.00	19,108.00	19,108.00	7,165.50	11,942.50	0.00
201 8:1:2 PROGRAM			7,705,050.00	167,593.48	7,872,643.48	3,823,492.80	4,039,565.68	0.00
202 INTENSE MGMT NEEDS/MADISON BOCES			0.00	59,454.00	59,454.00	29,727.00	29,727.00	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,088,196.00	288,382.65	1,376,578.65	635,877.36	740,701.29	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,821,009.00	-322,715.81	2,498,293.19	1,270,907.52	1,226,385.67	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			0.00	502,227.75	502,227.75	233,069.70	269,158.05	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			378,329.00	235,229.53	613,558.53	250,745.50	362,813.03	0.00
209 12:1:4 DEV/MD PROGRAM			4,961,271.00	1,414,662.44	6,375,933.44	2,859,231.05	3,511,617.39	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			0.00	424,779.75	424,779.75	232,499.15	192,280.60	0.00
216 6:1:2 PROGRAM			2,193,436.00	340,867.73	2,534,303.73	1,187,262.24	1,334,429.32	1,009.79
221 6:1:1 HERKIMER BOCES			0.00	90,000.00	90,000.00	45,000.00	45,000.00	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			0.00	229,464.90	229,464.90	126,852.63	102,612.27	0.00
225 ELEM IMN 6:1:2.5/MADISON			0.00	490,418.00	490,418.00	233,013.21	257,404.79	0.00
303 ART			167,427.40	0.00	167,427.40	83,713.70	83,713.70	0.00
305 GUIDANCE			248,027.00	38,158.00	286,185.00	142,032.56	144,152.44	0.00
306 TECHNOLOGY			75,352.20	0.00	75,352.20	37,676.10	37,676.10	0.00
308 PHYSICAL EDUCATION			40,922.00	0.00	40,922.00	20,461.00	20,461.00	0.00
310 NURSE PRACTITIONER			370,963.20	16,229.64	387,192.84	190,118.64	197,074.20	0.00
311 ADVANCED SOCIAL STUDIES			90,561.20	-90,561.20	0.00	0.00	0.00	0.00
312 SCHOOL PHYSICIAN			57,708.00	0.00	57,708.00	28,854.00	28,854.00	0.00
313 SCHOOL PSYCHOLOGIST			333,260.00	-117,304.50	215,955.50	107,687.84	108,192.66	0.00
314 SCHOOL SOCIAL WORKER			427,084.80	-86,306.72	340,778.08	151,704.08	189,074.00	0.00
315 SPEECH IMPROVEMENT			618,351.90	58,106.20	676,458.10	333,620.27	342,837.83	0.00
316 VISUALLY IMPAIRED			196,172.65	-84,260.27	111,912.38	55,841.16	56,071.22	0.00
317 COMPUTER INSTRUCTION			71,528.89	0.00	71,528.89	35,764.45	35,764.44	0.00
318 DEAF			254,786.40	-113,238.40	141,548.00	72,060.80	69,487.20	0.00
321 PHYS. THERAPY			156,304.20	-10,821.00	145,483.20	72,483.96	72,999.24	0.00
322 OCCUPATIONAL THERAPY			271,671.78	8,174.20	279,845.98	137,579.87	142,266.11	0.00
325 HOME ECONOMICS			224,796.00	-102,180.00	122,616.00	61,308.00	61,308.00	0.00
326 ENGLISH/SECOND LANG. INTSR.			607,968.00	28.57	607,996.57	303,984.00	303,984.00	0.00
332 CURRICULUM SUPERVISION COORDINATION			0.00	71,012.00	71,012.00	22,712.31	48,299.69	0.00
338 MUSIC TEACHER			249,006.80	-108,495.82	140,510.98	60,843.63	79,667.35	0.00
339 FRENCH			88,550.40	-44,275.20	44,275.20	22,137.60	22,137.60	0.00
340 TEACH. VISUALLY IMP/OTSEGO BOCES			0.00	0.00	0.00	282.64	0.00	282.64

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
345 SHARED BUSINESS OFFICIAL			0.00	20,659.00	20,659.00	3,374.50	16,931.50	0.00
346 AUDIOLOGY/OSWEGO BOCES			0.00	149,157.66	149,157.66	67,722.24	88,809.24	7,373.82
351 PHYS THERAPY/HERK. BOCES			0.00	0.00	0.00	1,707.50	0.00	1,707.50
355 General Supervision			121,678.00	-42,579.25	79,098.75	36,503.40	36,503.40	0.00
357 BILINGUAL/ESL ITINERANT MADISON BOCE			0.00	20,860.00	20,860.00	10,430.00	10,430.00	0.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			0.00	5,742.00	5,742.00	2,320.00	3,422.00	0.00
405 PERFORMING ARTS			65,125.50	78,059.87	143,185.37	56,720.85	85,337.35	0.00
408 ALTERNATIVE EDUCATION			5,805,693.00	174,562.04	5,980,255.04	2,904,569.42	3,058,513.08	0.00
410 HOSPITAL BASED/ONONDAGA BOCES			0.00	13,932.00	13,932.00	7,785.70	9,668.58	3,522.28
411 ALTERNATIVE H.S. EQUIV			69,192.00	-57,660.00	11,532.00	0.00	11,532.00	0.00
415 PORTABLE PLANETARIUM			3,347.64	0.00	3,347.64	1,673.82	1,673.82	0.00
417 GED - EA - MADISON BOCES			140,700.00	2,740.69	143,440.69	71,128.21	72,312.48	0.00
420 REGIONAL PROGRAM EXCELLENCE			137,550.00	14,078.74	151,628.74	73,260.00	73,260.00	0.00
424 EXPLORATORY ENRICHMENT/ROCKLAND BOCE			0.00	61,897.50	61,897.50	17,685.00	44,212.50	0.00
426 Distance Learning			0.00	53,423.00	53,423.00	22,525.56	30,897.44	0.00
428 SUMMER SCHOOL			661,180.00	-162,010.10	499,169.90	258,267.03	237,387.97	0.00
438 DISTANCE LEARNING			3,347,920.58	-560,384.37	2,787,536.21	1,245,404.88	1,238,171.17	0.00
479 DL SYNERGY VIRTUAL HS/CITI BOCES			0.00	335,800.00	335,800.00	28,202.38	307,597.62	0.00
502 EDUCATIONAL COMMUNICATIONS			1,011,326.77	28,861.49	1,040,188.26	449,175.34	440,490.19	5,582.05
504 TECHNICAL REPAIR SERVICE			788,684.19	100,883.00	889,567.19	362,462.53	388,926.42	0.00
505 PRINTING			1,242,969.00	-454,929.89	788,039.11	391,230.58	382,602.33	13,551.76
507 PRINTING/MADISON			0.00	1,262.59	1,262.59	360.74	901.85	0.00
509 SCH. CURR/CAYUGA BOCES			0.00	25,239.96	25,239.96	14,108.37	12,619.94	1,488.35
510 LEARNING TECHNOLOGY			2,676,591.58	2,248,601.98	4,925,193.56	2,167,306.96	1,726,710.74	0.00
511 SCH. CURR./CAPITAL REGION			0.00	3,113.25	3,113.25	1,556.63	1,556.62	0.00
514 MODEL SCHOOLS-MADISON BOCES			310,991.00	-22,028.00	288,963.00	144,481.50	144,481.50	0.00
515 COMMON LEARNING OBJ-MADISON BOCES			1,917,970.00	3,107,298.60	5,025,268.60	1,970,964.38	3,054,304.22	0.00
518 SCIENCE KITS			1,256,744.60	145,784.06	1,402,528.66	605,164.56	629,776.34	0.00
520 SCH CURR./MADISON BOCES			0.00	915.00	915.00	254.92	660.08	0.00
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			965,848.80	514,443.38	1,480,292.18	709,533.35	745,466.21	0.00
530 School/Curriculum Improvement Planni			0.00	351.45	351.45	58.58	292.87	0.00
538 MODEL SCHOOLS			292,127.35	-4,079.61	288,047.74	137,068.66	137,068.69	0.00
542 SCH CURR/JEFF-LEWIS BOCES			0.00	50.00	50.00	0.00	50.00	0.00
543 HRD/SFTWARE/OSWEGO BOCES			0.00	11,460.67	11,460.67	1,675.49	10,005.45	220.27
545 COMMUNITY SCHOOL RESOURCES			0.00	869,000.00	869,000.00	308,019.65	560,980.35	0.00
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			0.00	2,814.31	2,814.31	1,572.19	1,484.31	242.19
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			0.00	0.00	0.00	2,210.00	0.00	2,210.00
560 CPSE			136,320.00	187.98	136,507.98	68,160.00	68,160.00	0.00
565 School/Curriculum Improvement Planni			0.00	2,200.00	2,200.00	0.00	2,200.00	0.00
571 INSTRCTNL TECHNOLOGY/ORANGE-UJLSTER B			0.00	1,212.20	1,212.20	346.34	865.86	0.00

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized. These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			588,067.00	-297,233.63	290,833.37	133,892.00	133,892.00	0.00
575 VOCATIONAL ASSESSMENT			11,964.00	541.79	12,505.79	5,982.00	5,982.00	0.00
576 LIBRARY MEDIA SERVICE			733,430.06	69,661.90	803,091.96	376,358.03	379,059.86	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			171,522.50	3,250.00	174,772.50	87,113.11	87,659.39	0.00
601 COMPUTER SERVICES - MADISON BOCES			5,752,354.00	4,523,956.42	10,276,310.42	4,946,148.12	5,330,162.30	0.00
602 NEGOTIATIONS - MADISON BOCES			388,172.00	-56,077.60	332,094.40	165,118.51	166,975.89	0.00
603 SCHOOL COMMUNICATIONS			463,191.62	45,543.12	508,734.74	231,507.82	252,417.88	305.39
604 CENTRAL BUSINESS OFFICE			330,657.76	-8,796.32	321,861.44	156,449.95	154,152.06	0.00
607 STAFF DEVELOPMENT - BUS DRIVERS			12,325.00	0.00	12,325.00	6,162.50	6,162.50	0.00
609 PLANNING SER: MANAGEMENT OCM BOCES			55,720.00	-483.00	55,237.00	27,619.19	27,618.50	0.69
610 TELEPHONE INTERCONNECT			2,830,279.57	-1,628,194.11	1,201,085.46	408,100.88	422,300.69	0.00
611 REGIONAL BUS MAINTENANCE-MADISON BOC			188,242.00	-1,242.00	187,000.00	93,500.00	93,500.00	0.00
612 HEALTH COORDINATION/HERKIMER BOCES			11,977.00	282.00	12,259.00	6,129.50	6,129.50	0.00
613 FACILITY SERVICES			52,932.00	1,545.65	54,477.65	26,466.00	26,466.00	0.00
615 POLICY PLANNING ERIE I			11,094.00	614.60	11,708.60	5,854.30	5,854.30	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			16,536.00	1,657.50	18,193.50	8,268.00	9,925.50	0.00
617 TEACHER RECRUITING SERVICE			0.00	8,488.21	8,488.21	2,253.70	6,234.51	0.00
618 EMPLOYEE BENEFIT COORDINATION			119,055.00	2,769.65	121,824.65	59,527.50	59,527.50	0.00
619 COOPERATIVE BIDDING-HERKIMER BOCES			23,949.00	1,551.00	25,500.00	12,750.00	12,750.00	0.00
620 SAFETY COORDINATOR			768,241.40	41,553.30	809,794.70	381,586.79	383,239.60	1,030.50
621 COORDINATION OF INSURANCE MANAGEMENT			6,750.00	218.07	6,968.07	3,375.00	3,375.00	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			9,584.00	112.00	9,696.00	4,847.23	4,848.77	0.00
623 STATE AID PLANNING - QUESTAR III BOC			0.00	43,415.00	43,415.00	21,525.56	21,889.44	0.00
625 SUBSTITUTE TEACHER SERVICE			166,920.00	3,855.29	170,775.29	83,460.00	83,460.00	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			625,955.00	21,558.72	647,513.72	312,977.50	312,977.50	0.00
627 RECORDS RETENTION			99,360.00	28,718.17	128,078.17	62,716.85	62,716.87	0.00
628 TELECOMMUNICATIONS			301,524.24	119,838.30	421,362.54	405,987.04	150,762.08	243,224.88
631 COOPERATIVE BID/MAD. BOCES			17,125.00	718.72	17,843.72	8,921.85	8,921.87	0.00
632 HEALTH CARE COORD./DELAWARE BOC			0.00	20,796.00	20,796.00	11,074.79	10,398.00	676.79
633 GASB 45 PLNG/QUESTAR III			24,752.00	0.00	24,752.00	12,376.00	12,376.00	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			13,302.00	0.00	13,302.00	6,651.00	6,651.00	0.00
636 GASB 45 PLANNING/CLINTON-ESSEX			15,450.00	-11,460.00	3,990.00	1,995.00	1,995.00	0.00
637 FIXED ASSET INVENTORY/QUESTAR III			15,348.00	7,163.00	22,511.00	11,249.94	11,261.06	0.00
639 TRANSP./MADISON BOCES			11,359.00	-3,941.00	7,418.00	1,658.83	5,759.17	0.00
640 DRUG TESTING/JEFF-LEWIS BOCES			20,704.00	147.00	20,851.00	10,211.22	10,639.78	0.00
641 ON-LINE APPL./PUTNAM BOCES			43,544.00	128.00	43,672.00	21,836.00	21,836.00	0.00
646 MEDICAID REIMBURSEMENT/MADISON BOCES			36,907.50	-275.34	36,632.16	19,004.16	17,628.00	0.00
649 ACA COMPLIANCE/MADISON BOCES			0.00	15,896.00	15,896.00	7,948.00	7,948.00	0.00
650 TESTING - NYS ALT ADDMT-CAP REGION B			0.00	79,800.00	79,800.00	39,900.00	39,900.00	0.00
651 SCRIC/BROOME BOCES			49,625.00	-1,616.92	48,008.08	22,866.95	25,141.13	0.00

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2022
Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
652	FACILITIES SVCS/MADISON BOCES		15,000.00	-15,000.00	0.00	0.00	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC		0.00	23,640.00	23,640.00	11,820.00	11,820.00	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		0.00	17,524.00	17,524.00	8,762.00	8,762.00	0.00
Total	GENERAL FUND		73,239,222.55	13,342,111.62	86,581,334.17	39,699,417.41	44,411,226.69	282,428.90

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
As Of Date: 01/31/2022
Suppress revenue accounts with no activity
Print Summary Only
Sort by: Fund/CoSer
Printed by MICHELE M. NORTH

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2022
Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,566,328.20	43,842.84	3,612,171.04	1,377,567.20	579,626.38	1,654,977.46
002 CAPITAL/RENT EXPENDITURES		3,151,643.02	-10,973.77	3,140,669.25	2,976,612.52	164,056.73	0.00
101 OCCUPATIONAL EDUCATION		5,169,524.77	193,363.93	5,362,888.70	2,608,467.34	2,417,420.57	337,000.79
103 SECONDARY OCC ED/MADISON BOCES		0.00	22,118.00	22,118.00	8,681.32	0.00	13,436.68
105 SUMMER COSMETOLOGY		14,280.00	0.00	14,280.00	15,924.78	0.00	-1,644.78
107 OCCUPATIONAL EDUCATION-HANDICAPPED		722,572.00	38,461.79	761,033.79	314,865.83	344,485.55	101,682.41
109 OCC. ED./MADISON BOCES		0.00	19,108.00	19,108.00	6,210.10	0.00	12,897.90
201 8:1:2 PROGRAM		5,096,874.47	229,752.78	5,326,627.25	2,160,585.81	2,346,775.12	819,266.32
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	59,454.00	59,454.00	23,335.70	0.00	36,118.30
203 12:1:1 ADJUSTMENT PROGRAM		636,736.67	411,499.92	1,048,236.59	271,820.73	276,203.60	500,212.26
204 12:1:1 MILD/MODERATE PROGRAM		1,298,736.02	113,207.58	1,411,943.60	549,473.55	649,522.61	212,947.44
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		0.00	502,227.75	502,227.75	183,489.61	0.00	318,738.14
206 TRANSITIONAL PLNG & IMPLEMENTATION		353,473.00	225,933.53	579,406.53	162,847.55	2,981.25	413,577.73
209 12:1:4 DEV/MD PROGRAM		3,263,241.22	535,618.40	3,798,859.62	1,247,893.22	1,414,612.60	1,136,353.80
214 SPECIAL ED. OPTION III/MADISON BOCES		0.00	424,779.75	424,779.75	177,618.09	0.00	247,161.66
216 6:1:2 PROGRAM		1,518,621.14	299,946.99	1,818,568.13	670,781.66	628,706.67	519,079.80
217 Staffing 1:8:1/HERKIMER BOCES		0.00	0.00	0.00	0.00	0.00	0.00
221 6:1:1 HERKIMER BOCES		0.00	90,000.00	90,000.00	36,000.00	0.00	54,000.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		0.00	229,464.90	229,464.90	97,674.20	0.00	131,790.70
225 ELEM IMN 6:1:2.5/MADISON		0.00	490,418.00	490,418.00	185,725.53	0.00	304,692.47
226 Staffing 1:12:1		0.00	0.00	0.00	0.00	0.00	0.00
303 ART		255,112.20	-11,959.10	243,153.10	105,739.75	129,802.59	7,610.76
305 GUIDANCE		237,642.60	38,158.00	275,800.60	119,378.31	137,045.72	19,376.57
306 TECHNOLOGY		114,017.20	0.00	114,017.20	57,915.05	54,427.15	1,675.00
308 PHYSICAL EDUCATION		77,850.00	0.00	77,850.00	31,847.46	39,531.42	6,471.12
310 NURSE PRACTITIONER		402,955.20	16,229.64	419,184.84	193,652.65	189,223.59	36,308.60
311 ADVANCED SOCIAL STUDIES		128,078.20	-128,078.20	0.00	0.00	0.00	0.00
312 SCHOOL PHYSICIAN		63,534.00	0.00	63,534.00	25,413.60	38,120.40	0.00
313 SCHOOL PSYCHOLOGIST		502,635.40	-203,250.50	299,384.90	186,506.05	176,433.49	-63,554.64
314 SCHOOL SOCIAL WORKER		416,922.00	2,669.28	419,591.28	189,935.36	191,219.24	38,436.68
315 SPEECH IMPROVEMENT		596,384.90	58,106.20	654,491.10	292,383.63	300,345.49	61,761.98
316 VISUALLY IMPAIRED		190,581.05	-84,260.27	106,320.78	48,345.39	60,266.51	-2,291.12
317 COMPUTER INSTRUCTION		84,234.76	0.00	84,234.76	39,075.08	35,725.62	9,434.06
318 DEAF		246,798.40	-113,238.40	133,560.00	60,361.06	75,540.18	-2,341.24
321 PHYS. THERAPY		151,112.00	-10,821.00	140,291.00	65,969.22	71,013.68	3,308.10
322 OCCUPATIONAL THERAPY		260,388.73	8,174.20	268,562.93	128,267.13	135,015.64	5,280.16
325 HOME ECONOMICS		274,920.80	-79,678.50	195,242.30	97,843.15	98,702.16	-1,303.01
326 ENGLISH/SECOND LANG. INTSR.		665,219.70	19,027.57	684,247.27	312,079.46	315,536.15	56,631.66
332 CURRICULUM SUPERVISION COORDINATION		0.00	71,012.00	71,012.00	46,006.25	0.00	25,005.75
337 SPANISH		0.00	0.00	0.00	6,893.04	0.00	-6,893.04

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
338	MUSIC TEACHER	382,216.50	-108,495.82	273,720.68	116,337.73	109,943.78	47,439.17
339	FRENCH	85,355.20	-44,275.20	41,080.00	0.00	0.00	41,080.00
345	SHARED BUSINESS OFFICIAL	0.00	20,659.00	20,659.00	23,470.40	0.00	-2,811.40
346	AUDIOLOGY/OSWEGO BOCES	0.00	149,157.66	149,157.66	36,192.82	32,096.74	80,868.10
349	SPEECH/HERKIMER BOCES	0.00	0.00	0.00	0.00	0.00	0.00
350	OCC. THERAPY/HERK. BOCES	0.00	0.00	0.00	0.00	0.00	0.00
352	TEACH. AIDE 1:1/HERK. BOCES	0.00	0.00	0.00	0.00	0.00	0.00
355	General Supervision	116,678.00	-42,579.25	74,098.75	38,800.39	31,794.87	3,503.49
357	BILINGUAL/ESL ITINERANT MADISON BOCES	0.00	20,860.00	20,860.00	8,187.55	0.00	12,672.45
380	SHARED FACILITIES DIRECTOR	0.00	0.00	0.00	6,714.07	0.00	-6,714.07
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	0.00	5,742.00	5,742.00	5,742.00	0.00	0.00
405	PERFORMING ARTS	64,324.50	77,764.39	142,088.89	53,932.76	72,117.93	16,038.20
408	ALTERNATIVE EDUCATION	4,862,994.31	103,626.86	4,966,621.17	2,075,405.89	2,146,633.91	744,581.37
410	HOSPITAL BASED/ONONDAGA BOCES	0.00	13,932.00	13,932.00	6,480.00	3,348.00	4,104.00
411	ALTERNATIVE H.S. EQUIV	69,084.00	-57,560.00	11,424.00	24,942.93	31,303.20	-44,822.13
415	PORTABLE PLANETARIUM	3,347.64	0.00	3,347.64	0.00	0.00	3,347.64
417	GED - EA - MADISON BOCES	140,700.00	2,740.69	143,440.69	54,960.14	0.00	88,480.55
420	REGIONAL PROGRAM EXCELLENCE	126,709.00	13,990.60	140,699.60	69,612.47	59,267.77	11,819.36
424	EXPLORATORY ENRICHMENT/ROCKLAND BOCES	0.00	61,897.50	61,897.50	18,569.25	6,189.75	37,138.50
426	Distance Learning	0.00	53,423.00	53,423.00	17,933.82	0.00	35,489.18
428	SUMMER SCHOOL	627,696.00	-162,639.39	465,056.61	668,251.89	29,730.37	-232,925.65
438	DISTANCE LEARNING	3,231,630.82	-546,112.02	2,685,518.80	1,149,555.58	1,048,996.30	486,966.92
479	DL SYNERGY VIRTUAL HS/CITI BOCES	0.00	335,800.00	335,800.00	11,500.00	93,752.55	230,547.45
502	EDUCATIONAL COMMUNICATIONS	967,520.00	28,861.49	996,381.49	459,362.35	239,829.11	297,190.03
504	TECHNICAL REPAIR SERVICE	1,112,123.34	103,618.98	1,215,742.32	455,619.63	340,473.13	419,649.56
505	PRINTING	1,251,571.99	-365,602.86	885,969.13	425,471.41	365,495.06	95,002.66
507	PRINTING/MADISON	0.00	1,262.59	1,262.59	1,262.59	0.00	0.00
509	SCH. CURR./CAYUGA BOCES	0.00	25,239.96	25,239.96	9,423.27	0.00	15,816.69
510	LEARNING TECHNOLOGY	2,586,780.19	2,339,243.50	4,926,023.69	2,366,523.99	1,017,371.71	1,542,127.99
511	SCH. CURR./CAPITAL REGION	0.00	3,113.25	3,113.25	3,113.25	0.00	0.00
514	MODEL SCHOOLS-MADISON BOCES	310,991.00	-22,028.00	288,963.00	113,417.99	0.00	175,545.01
515	COMMON LEARNING OBJ-MADISON BOCES	1,917,970.00	3,107,298.60	5,025,268.60	3,733,711.74	0.00	1,291,556.86
518	SCIENCE KITS	1,169,660.07	159,424.06	1,329,084.13	637,235.55	393,740.52	298,108.06
520	SCH CURR./MADISON BOCES	0.00	915.00	915.00	213.43	0.00	701.57
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	976,258.79	592,079.41	1,568,338.20	750,915.90	293,602.23	523,820.07
530	School/Curriculum Improvement Planning	0.00	351.45	351.45	351.45	0.00	0.00
538	MODEL SCHOOLS	274,602.73	131,860.11	406,462.84	209,002.12	148,623.56	48,837.16
542	SCH CURR/JEFF-LEWIS BOCES	0.00	50.00	50.00	50.00	0.00	0.00
543	HRD/SFTWARE/OSWEGO BOCES	0.00	11,460.67	11,460.67	5,093.28	6,367.39	0.00
545	COMMUNITY SCHOOL RESOURCES	0.00	790,000.00	790,000.00	307,100.00	588,900.00	-106,000.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2022
Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
547	DDOS CREDENTIAL MGT SYS OSWEGO BOCES	0.00	2,814.31	2,814.31	1,102.47	486.84	1,225.00
560	CPSE	119,023.00	187.98	119,210.98	57,090.86	53,474.29	8,645.83
565	School/Curriculum Improvement Planning	0.00	2,200.00	2,200.00	0.00	440.00	1,760.00
571	INSTRCTNL TECHNOLOGY/ORANGE-ULSTER BOCES	0.00	1,212.20	1,212.20	1,212.20	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	565,555.00	-297,725.07	267,829.93	176,461.57	145,721.35	-54,352.99
575	VOCATIONAL ASSESSMENT	29,185.00	-16,679.21	12,505.79	0.00	541.79	11,964.00
576	LIBRARY MEDIA SERVICE	703,485.38	69,181.90	772,667.28	470,458.90	123,122.43	179,085.95
578	LIBRARY AUTOMATION - MADISON BOCES	171,522.50	3,250.00	174,772.50	68,894.93	0.00	105,877.57
601	COMPUTER SERVICES - MADISON BOCES	5,752,354.00	4,523,956.42	10,276,310.42	5,225,740.56	0.00	5,050,569.86
602	NEGOTIATIONS - MADISON BOCES	388,172.00	-56,077.60	332,094.40	129,673.69	0.00	202,420.71
603	SCHOOL COMMUNICATIONS	662,393.24	42,244.61	704,637.85	356,425.98	278,766.09	69,445.78
604	CENTRAL BUSINESS OFFICE	315,465.76	-9,482.56	305,983.20	159,360.00	112,820.72	33,802.48
607	STAFF DEVELOPMENT - BUS DRIVERS	12,325.00	0.00	12,325.00	3,782.50	0.00	8,542.50
609	PLANNING SER: MANAGEMENT OCM BOCES	55,720.00	-483.00	55,237.00	22,094.80	5,523.70	27,618.50
610	TELEPHONE INTERCONNECT	2,848,960.46	-1,629,194.11	1,219,766.35	427,555.90	414,475.34	377,735.11
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	188,242.00	-1,242.00	187,000.00	73,397.50	0.00	113,602.50
612	HEALTH COORDINATION/HERKIMER BOCES	11,977.00	282.00	12,259.00	4,903.60	0.00	7,355.40
613	FACILITY SERVICES	113,396.00	1,545.65	114,941.65	44,611.16	26,807.81	43,522.68
615	POLICY PLANNING ERIE I	11,094.00	614.60	11,708.60	6,780.73	0.00	4,927.87
616	EMPLOYEE ASSISTANCE PROGRAM	22,611.00	1,666.50	24,277.50	12,182.40	7,613.96	4,481.14
617	TEACHER RECRUITING SERVICE	0.00	8,488.21	8,488.21	0.00	979.31	7,508.90
618	EMPLOYEE BENEFIT COORDINATION	182,931.00	2,249.37	185,180.37	65,719.81	34,386.94	85,073.62
619	COOPERATIVE BIDDING-HERKIMER BOCES	23,949.00	1,551.00	25,500.00	10,200.00	0.00	15,300.00
620	SAFETY COORDINATOR	-874,987.81	40,924.81	915,912.62	372,516.84	393,611.84	149,783.94
621	COORDINATION OF INSURANCE MANAGEMENT	8,048.00	195.24	8,243.24	0.00	218.07	8,025.17
622	REGIONAL BUS RADIOS - MADISON BOCES	9,584.00	112.00	9,696.00	3,805.68	0.00	5,890.32
623	STATE AID PLANNING - QUESTAR III BOCES	0.00	43,415.00	43,415.00	41,450.00	327.50	1,637.50
625	SUBSTITUTE TEACHER SERVICE	152,121.33	3,855.29	155,976.62	89,609.48	43,871.94	22,495.20
626	CENTRAL SCHOOL FOOD MANAGEMENT	659,809.00	20,603.78	680,412.78	320,504.31	184,416.87	175,491.60
627	RECORDS RETENTION	102,550.00	28,518.40	131,068.40	39,020.48	26,593.93	65,453.99
628	TELECOMMUNICATIONS	335,491.99	119,838.30	455,330.29	119,485.42	94,730.15	241,114.72
631	COOPERATIVE BID/MAD. BOCES	17,125.00	718.72	17,843.72	7,003.67	0.00	10,840.05
632	HEALTH CARE COORD./DELAWARE BOC	0.00	20,796.00	20,796.00	10,398.00	0.00	10,398.00
633	GASB 45 PLNG/QUESTAR III	24,752.00	0.00	24,752.00	9,900.80	2,475.20	12,376.00
634	STAFF DEV BD OF ED - HERKIMER BOCES	13,302.00	0.00	13,302.00	320.00	0.00	12,982.00
636	GASB 45 PLANNING/CLINTON-ESSEX	15,450.00	-11,460.00	3,990.00	1,995.00	332.52	1,662.48
637	FIXED ASSET INVENTORY/QUESTAR III	15,348.00	7,163.00	22,511.00	9,004.40	2,251.10	11,255.50
639	TRANSP./MADISON BOCES	11,359.00	-3,941.00	7,418.00	1,449.59	0.00	5,968.41
640	DRUG TESTING/JEFF-LEWIS BOCES	20,704.00	147.00	20,851.00	14,193.00	0.00	6,658.00
641	ON-LINE APPL./PUTNAM BOCES	43,544.00	128.00	43,672.00	17,468.80	0.00	26,203.20

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2022
Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
646	MEDICAID REIMBURSEMENT/MADISON BOCES	36,907.50	-275.34	36,632.16	14,239.23	0.00	22,392.93
649	ACA COMPLIANCE/MADISON BOCES	0.00	15,896.00	15,896.00	6,239.18	0.00	9,656.82
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	0.00	79,800.00	79,800.00	39,900.00	6,650.01	33,249.99
651	SCRIC/BROOME BOCES	49,625.00	-1,616.92	48,008.08	48,008.08	0.00	0.00
652	FACILITIES SVCS/MADISON BOCES	15,000.00	-15,000.00	0.00	0.00	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC	0.00	23,640.00	23,640.00	9,456.00	2,364.00	11,820.00
656	EMPLOYEE RELATIONS/ONC BOCES	0.00	17,524.00	17,524.00	8,762.00	1,752.40	7,009.60
701	OPERATIONS & MAINTENANCE	0.00	0.00	2,759,193.00	1,884,088.78	715,801.19	159,303.03
702	SPECIAL EDUCATION ADMINISTRATION	922,557.81	-3,708.55	918,849.26	472,484.78	322,654.28	123,710.20
703	PROGRAM TRANSPORTATION	253,390.92	0.00	253,390.92	8,937.69	106,191.33	138,261.90
704	CENTRAL SUPERVISION	341,545.82	11,897.24	353,443.06	181,855.62	117,036.33	54,551.11
706	GENERAL ITINERANT SUPERVISION	240,689.30	-6,250.02	234,439.28	109,951.60	94,307.53	30,180.15
707	TRANSITION PLANNING SERVICE	72,095.00	0.00	72,095.00	24,981.17	27,987.40	19,126.43
708	TEACHING ASSISTANT	926,996.00	189,533.71	1,116,529.71	330,380.49	393,514.71	392,634.51
709	RESEARCH AND DEVELOPMENT	152,511.00	67,808.64	220,319.64	64,897.96	28,744.95	126,676.73
713	INFO & TECH SUPERVISION	535,524.55	-226,968.78	308,555.77	147,854.59	85,404.24	75,296.94
715	Speech Therapy - Related Service	865,089.20	-117,420.60	747,668.60	385,501.05	409,774.23	-47,606.68
716	Visually Impaired - Related Service	59,133.60	9,690.99	68,824.59	7,668.27	8,359.35	52,796.97
718	Hearing Impaired - Related Service	7,285.00	0.00	7,285.00	0.00	0.00	7,285.00
720	PHYSICAL THERAPY - RELATED SERVICE	168,312.60	39,190.67	207,503.27	87,518.11	86,629.79	33,355.37
721	School Social Worker	1,290,344.00	5,015.78	1,295,359.78	480,125.94	563,165.47	252,068.37
722	Occupational Therapy	319,853.05	26,483.52	346,336.57	148,723.67	147,599.08	50,013.82
Total	GENERAL FUND	73,239,222.55	13,342,111.62	86,581,334.17	41,784,993.26	23,003,843.97	21,792,496.94

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 02/11/2022

Fiscal Year: 2022

Fund: C SCHOOL LUNCH FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date*	Anticipated Balance	Excess Revenue
791.000-1440-000	791.000	Sales of Type A Meals	1,338,784.00	0.00	1,338,784.00	111,311.89	1,227,472.11	
791.000-1445-000	791.000	Other Food Sales-Invoices	137,000.47	0.00	137,000.47	42,384.30	94,616.17	
791.000-2401-000	791.000	Interest & Profits on Dep	4,000.00	0.00	4,000.00	0.00	4,000.00	
791.000-2650-000	791.000	Sale of Scrap, Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	15,000.00	0.00	15,000.00	15,133.61	413,535.56	133.61
791.000-3190-000	791.000	State Aid - Lunch Program	4,127,600.00	0.00	4,127,600.00	3,714,064.44	385,548.00	
791.000-3190-001	791.000	Surplus Food/W/thouse/Inv	385,548.00	0.00	385,548.00	0.00	2,125,171.84	133.61
791.000 Service Subtotal			6,007,932.47	0.00	6,007,932.47	3,882,894.24	2,125,171.84	133.61
Total SCHOOL LUNCH FUND			6,007,932.47	0.00	6,007,932.47	3,882,894.24	2,125,171.84	133.61

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT
As Of Date: 02/11/2022
Sort by: Fund/Service
Printed by: MICHELE M. NORTH

* Year-to-date revenue amounts include the estimated revenue associated with carryover encumbrances from the prior fiscal year, which are reported in revenue code 225x-9xx.
Total year-to-date revenue will not agree with actual revenue shown for G/L account 980, unless these accounts are excluded

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2022
Fiscal Year: 2022

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,096,570.00	0.00	2,096,570.00	988,074.22	0.00	1,108,495.78
791-2860-200	EQUIPMENT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	1,035,577.23	1,014,672.68	-50,249.91
791-2860-302	SUPPLIES - OTHER	95,000.00	0.00	95,000.00	68,337.40	64,748.60	-38,086.00
791-2860-303	SURPL FOOD/WRHOUSE/INV	380,000.00	0.00	380,000.00	0.00	0.00	380,000.00
791-2860-307	SUPPLIES - NO KID HUNGRY	9,500.00	0.00	9,500.00	9,352.10	0.00	147.90
791-2860-400	MISC CONTR	45,000.00	0.00	45,000.00	22,120.94	44,720.61	-21,841.55
791-2860-401	TRAVEL	3,300.00	0.00	3,300.00	0.00	0.00	3,300.00
791-2860-402	USE OF SCHOOL FACILITIES	628,902.00	0.00	628,902.00	0.00	0.00	628,902.00
791-2860-403	INSURANCE	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
791-2860-407	TRANSPORTATION - NO KID H	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
791-2860-801	ERS	162,484.00	0.00	162,484.00	86,459.38	0.00	76,024.62
791-2860-802	FICA	160,388.00	0.00	160,388.00	73,637.91	0.00	86,750.09
791-2860-803	WK COMP	78,621.00	0.00	78,621.00	37,052.91	0.00	41,568.09
791-2860-804	HEALTH INS	333,567.47	0.00	333,567.47	193,406.79	212,137.58	-71,976.90
791.000 SCHOOL LUNCH FUND - Service Subtotal		6,007,932.47	0.00	6,007,932.47	2,519,518.88	1,336,279.47	2,152,134.12
Total SCHOOL LUNCH FUND		6,007,932.47	0.00	6,007,932.47	2,519,518.88	1,336,279.47	2,152,134.12

VII B. 2.
Approval of 2021-2022 Budget
Adjustment Report, January
March 9, 2022

ONEIDA-HERRIKER-MADISON BOCES

BUDGET ADJUSTMENTS

January 2022 Report for March Meeting

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		Net Changes	Revised Budget	
	Adopted Budget	Contracts	per Contracts	Changes	Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes			
A000 ADMINISTRATION																					
A001 Administration	3,786,150	46,770	46,770		3,832,920															3,832,920	
A002 Rent & Capital Budgets	3,151,643			(10,974)	3,151,643	(10,974)														(10,974)	3,140,669
A000 ADMINISTRATION TOTAL	6,937,793	46,770	46,770	(10,974)	6,984,563	(10,974)														(10,974)	6,973,590
A100 VOCATIONAL EDUCATION																					
A101 Occupational Education	7,068,932	114,677	114,677	48	7,183,609	48					4,102				104,802				108,952		7,292,561
A102 Adult Education	37,130				37,130																37,130
A103 Secondary Occ Ed./Madison BOCES		22,118	22,118		22,118																22,118
A107 Multi. Occupational Education	542,754	(7,866)	(7,866)		534,888						(55,849)								(55,849)		479,039
A109 Occup. Ed./Madison BOCES		9,554	9,554		9,554		19,108				(9,554)								9,554		19,108
A100 VOCATIONAL EDUCATION TOTAL	7,648,816	138,483	138,483	48	7,787,299	48	19,108				(61,301)				104,802				62,657		7,849,956
A200 SPECIAL EDUCATION																					
A201 Special Class 8:1:1	7,705,050	(41,919)	(41,919)		7,663,131						84,629				124,883				209,512		7,872,643
A202 Intense Mang. Needs/Madison BOCES		59,454	59,454		59,454										(6,056)						59,454
A203 Adjustment	1,088,196	47,305	47,305		1,135,501						247,133				(6,288)				241,078		1,376,579
A204 12:1:1	2,821,009	(59,158)	(59,158)		2,761,851						(257,270)				(4,620)				(263,558)		2,498,293
A205 Option II/Madison BOCES		429,498	429,498		429,498						101,308				(38,305)				72,730		502,228
A206 Transition Services	378,329	6,989	6,989		385,318						41,720				56,267				228,241		613,559
A209 Severely H andicapped	4,961,271	(41,515)	(41,515)		4,919,757						1,448,516				7,661				1,456,177		6,375,933
A214 Scndry Int.Mgt.Needs/Madison BOCES		674,980	674,980		674,980						(71,223)								(250,200)		424,780
A216 Spec.Ed./1:6:1	2,193,436	86,984	86,984		2,280,420						196,547				57,337				253,884		2,534,304
A217 Staffing 8:1:1/H erikmer BOCES				21,518		21,518					(21,518)										
A221 Staffing 6:1:1/H erikmer BOCES				90,000		90,000													90,000		90,000
A222 Autism P program/Madison BOCES		295,643	295,643		295,643						(43,417)				137				(66,178)		229,465
A224 Life Skills 12:1:3/H erikmer BOCES																					
A225 Elementary IMN/Madison BOCES		397,593	397,593		397,593						86,187				6,638				92,825		490,418
A226 Staffing 1:12:1/H erikmer BOCES																					
A200 SPECIAL EDUCATION TOTAL	19,147,291	1,855,853	1,855,853	151,135	21,003,144	151,135	(484)				(37,339)				229,186				2,064,511		23,067,655

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		Net	Revised	
	Adopted	Budget	per	Contracts	Totals	Contract	Changes	08/31/21	Changes	09/30/21	Changes	10/31/21	Changes	11/30/21	Changes	12/31/21	Changes	01/31/22			Changes
A300 ITINERANTS																					
A303 Art	167,427				167,427	167,427													-	167,427	
A305 Guidance	248,027		19,079		267,106	267,106	19,079												19,079	286,185	
A306 Technology	75,352				75,352	75,352													-	75,352	
A308 Physical Education	40,922				40,922	40,922													-	40,922	
A310 Nurse Practitioner	370,963				370,963	370,963					16,230								16,230	387,193	
A311 Advanced Social Studies	90,561		(90,561)		-	-													-	-	
A312 School Physician	57,708				57,708	57,708													-	57,708	
A313 School Psychologist	333,260		(61,315)		271,945	271,945	(78,930)				51,882								(55,990)	215,956	
A314 School Social Worker	427,085		(71,181)		355,904	355,904	(71,181)				56,055								(15,126)	340,778	
A315 Speech Impaired	618,352		31,537		649,889	649,889	10,512				16,057								26,569	676,458	
A316 Visually Impaired	196,173		(84,797)		111,375	111,375					537								537	111,912	
A317 Computer Instruction	71,529				71,529	71,529													-	71,529	
A318 Hearing Impaired	254,786		(64,340)		190,446	190,446	(48,898)												(48,898)	141,548	
A321 Physical Therapy	156,304				156,304	156,304	(12,023)				1,202								(10,821)	145,483	
A322 Occupational Therapy	271,672		(20,436)		251,236	251,236	7,213				962								8,174	279,410	
A325 Home Economics	224,796				224,796	224,796	(81,744)												(81,744)	143,052	
A326 English/Second Language	607,968		29		607,997	607,997													-	607,997	
A332 Curriculum Supervision			32,150		32,150	32,150	3,248				9,959								38,862	71,012	
A337 Spanish			34,162		34,162	34,162					(34,162)								(34,162)	-	
A338 Music Teacher	249,007				249,007	249,007	(133,397)				24,901								(108,496)	140,511	
A339 French	88,550		(44,275)		44,275	44,275													-	44,275	
A340 Visually Imp/Otsego BOCES					-	-													-	-	
A345 Shared Business Official			353		353	353	3,573												20,306	20,659	
A346 Audio/Oswego BOCES			120,497		120,497	120,497					350								28,311	149,158	
A349 Speech/Herkimer BOCES					-	-	14,421												(14,421)	-	
A350 Therapy/Herkimer BOCES					-	-	4,059												(4,059)	-	
A352 TA 1-1/Herkimer BOCES					-	-	30,800												(30,800)	-	
A355 General Supervision	121,678		6,092		127,770	127,770	(48,671)												(48,671)	79,099	
A357 Bilingual/ESL Itinerant Madison BOCES			20,860		20,860	20,860													-	20,860	
A300 ITINERANTS TOTAL	4,672,121		(172,147)		4,499,974	4,499,974	(865)	7,430	(865)	(865)	(415,521)	10,309	122,008	31,149	(245,490)	4,254,484					

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		Net Changes	Revised Budget
	Adopted Budget	per Contracts	Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
A400 GENERAL EDUCATION																				
A402 Explor. Enrichment/Jeff-Lewis BOCES			-		5,220													522	5,742	5,742
A405 Performing Arts	65,126	1,127	66,253		50,015	1,650			2,200									23,068	76,933	143,185
A408 Alternative Education	5,805,693	137,778	5,943,471						(192,968)									229,753	36,785	5,980,255
A410 Hospital Based/Onondaga BOCES		6,804	6,804						1,944									3,348	7,128	13,932
A411 Alternative High School Equivalency	69,192		69,192						(69,192)									11,532	(57,660)	11,532
A415 Portable Planetarium	3,348		3,348																-	3,348
A417 Equivalent Attendance/Madison BOCES	140,700		140,700		958				465									1,318	2,741	143,441
A420 Regional P program Excellence	137,550	14,079	151,629																-	151,629
A424 Exploratory Enrichment/Rockland BOCES			-						61,898										61,898	61,898
A426 Distance Learning/Madison BOCES		38,903	38,903		2,146				1,303									1,281	14,520	53,423
A428 Summer School	661,180	(409,081)	252,099		247,071														247,071	499,170
A438 Distance Learning	3,347,921	(271,939)	3,075,981			(298,203)			3,447									2,463	(288,445)	2,787,536
A479 DL Synergy Virtual H S/CITI BOCES			-						92,000									232,300	335,800	335,800
A400 GENERAL EDUCATION TOTAL	10,230,709	(482,330)	9,748,379		59,985	(46,378)			(128,077)	52,714	504,266	442,511	10,190,890							
A500 INSTRUCTIONAL SUPPORT																				
A502 Library Media	1,011,327	106,970	1,118,297		3,778				(81,886)										(78,109)	1,040,188
A504 Audio Visual/Video Repair	788,684	32,046	820,730			(45,894)			86,500									28,231	68,837	889,567
A505 Printing Services	1,242,969	(499,242)	743,727						44,312										44,312	788,039
A507 Printing/Madison BOCES			-						1,263										1,263	1,263
A509 Sch. Curr./Cayuga BOCES		23,137	23,137			2,103													2,103	25,240
A510 Learning Technology	2,676,592	1,582,960	4,259,551		446,501	65,038			80,842									3,190	665,642	4,925,194
A511 Sch Curric/Capital Region BOCES		3,113	3,113																-	3,113
A514 Model Schools/Madison BOCES	310,991	(22,028)	288,963																-	288,963
A515 Com Objective/Madison BOCES	1,917,970	355,809	2,273,779			310,164			80,569									3,529	2,751,490	5,025,269
A518 Science Kits	1,256,745	(406,036)	850,709			455,394			175,490										551,820	1,402,529
A520 School Curriculum/Madison BOCES			-			400												120	915	915
A521 School Curriculum Improvement	965,849	87,209	1,053,058			75,107			178,517									19,357	427,234	1,480,292
A530 School/Curr Imprvmt P lanning/P utnam BOCES		(80)	292,048			(4,000)												351	351	351
A538 Model Schools	292,127																		(4,000)	288,048
A542 School Curriculum/Jeff-Lewis BOCES			-															50	50	50
A543 Hard/Software/Oswego BOCES		5,374	5,374			(5,374)			5,093									6,367	6,086	11,461
A545 Curr Dev/Greater Southern Tier BOCES			-			389,400			313,500									92,400	869,000	869,000
A547 CDOs Credential Mgmt Sys/Oswego BOCES		2,450	2,450						367									(3)	364	2,814
A560 Committee P.reschool Special Ed	136,320	188	136,508																-	136,508

C. PERSONNEL REPORT

a. RETIREMENTS

1. Non-Instructional/Classified Staff

			Hire Date	Retire Date
1.	MARY E. SAINSBURY	CLERK	09/01/1987	06/30/2022

b. RESIGNATIONS

1. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	FRANCHETTE L. ABEL	FOOD SERVICE HELPER	09/04/2018	02/17/2022 (verbal)
2.	AMY ALLEN	FOOD SERVICE HELPER	09/10/2021	02/17/2022 (verbal)
3.	SAMANTHA A. BAIERLEIN	FOOD SERVICE HELPER	08/30/2021	02/17/2022 (verbal)
4.	MARIE ELENA BUNCE	FOOD SERVICE HELPER	03/02/2020	02/17/2022 (verbal)
5.	ADA M. BURNETT	FOOD SERVICE HELPER	08/30/2021	02/17/2022 (verbal)
6.	ANTHONY DEBERNARDIS	FOOD SERVICE HELPER	04/12/2021	02/17/2022 (verbal)
7.	MELISSA A. GARGUILO	FOOD SERVICE HELPER	09/02/2021	02/17/2022 (verbal)
8.	KIMBERLY L. HUTCHINGS	FOOD SERVICE HELPER	10/10/2017	02/17/2022 (verbal)
9.	EMILY A. KLEIN	FOOD SERVICE HELPER	09/17/2021	02/17/2022 (verbal)
10.	REBECCA A. MOORE-SALLUSTIO	FOOD SERVICE HELPER	09/01/2016	02/25/2022
11.	HEATHER S. O'BRIEN	FOOD SERVICE HELPER	10/21/2019	02/17/2022 (verbal)
12.	ALYSSA A. SACCO	PUBLIC RELATIONS ASSISTANT	09/21/2020	03/02/2022
13.	DAWN I. WENDELL	FOOD SERVICE HELPER	09/01/2015	02/25/2022

c. 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 **JACLYN M. BOGDAN** be appointed as a **SCHOOL SOCIAL WORKER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Middle Settlement Academy for a four year probationary appointment in the School Social Worker tenure area, commencing February 28, 2022 and ending February 27, 2026 at an annual salary rate of \$46,887.00, prorated.
2. Recommend that **TRACEY A. BURRIS** be appointed as an **ATTENDANCE TEACHER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy and Utica City School District for a four year probationary appointment in the Attendance Teacher tenure area, commencing February 14, 2022 and ending February 13, 2026 at an annual salary rate of \$51,112.00, prorated.
3. Recommend that **BRANDEE A. COLLINS** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy, for a four year probationary appointment in the Teaching Assistant tenure area, commencing February 14, 2022 and ending February 13, 2026 at an annual salary rate of \$19,331.00, prorated.
4. Recommend that **RHIANNON L. DACUNHA** be appointed as a **TEACHER OF ENGLISH** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Middle Settlement Academy for a four year probationary appointment in the English 7-12 tenure area, commencing March 03, 2022 and ending March 02, 2026 at an annual salary rate of \$42,539.00, prorated.

5. Recommend that **CODY A. HART** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy, for a four year probationary appointment in the Teaching Assistant tenure area, commencing February 14, 2022 and ending February 13, 2026 at an annual salary rate of \$16,471.00, prorated.

6. Recommend that **JENNIFER A. WARD** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center, for a four year probationary appointment in the Teaching Assistant tenure area, commencing February 14, 2022 and ending February 13, 2026 at an annual salary rate of \$18,151.00, prorated.

b. RECOMMENDATION FOR INCREASE IN FTE

			Date	FTE
1.	JEREMIAH T. MALLOY	TEACHER OF SOCIAL STUDIES	01/31/2022	0.5

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

1. Recommend that **REBECCA A. MOORE-SALLUSTIO** be appointed to a probationary appointment as an **ASSISTANT COOK** in SUPPORT SERVICES, School Lunch Program, commencing February 26, 2022 at an hourly salary rate of \$16.94.

REBECCA A. MOORE-SALLUSTIO has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **ASSISTANT COOK**. **REBECCA A. MOORE-SALLUSTIO** will be required to serve a twenty-six week probationary period.

2. Recommend that **DAWN I. WENDELL** be appointed to a probationary appointment as an **ASSISTANT COOK** in SUPPORT SERVICES, School Lunch Program, commencing February 26, 2022 at an hourly salary rate of \$16.94.

DAWN I. WENDELL has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **ASSISTANT COOK**. **DAWN I. WENDELL** will be required to serve a twenty-six week probationary period.

b. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **SHANLING CHEN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing February 02, 2022 at an hourly salary rate of \$13.20.

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

2. Recommend that **CHERIE L. LEWIS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SEVICES, School Lunch Program, commencing February 09, 2022 at an hourly rate of \$13.20.

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

c. 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.	MICHELE K. NELSON	ASSISTANT COOK	09/01/2021
2.	JENNIFER M. RUBINO	PBIS COORDINATOR	09/09/2021
3.	JODY L. SCHOLL	OFFICE SPECIALIST I	08/30/2021
4.	JESSICA L. VANDRESAR	ASSISTANT COOK	08/30/2021



Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070

www.oneida-boces.org

VII D. 1.
Approval of United Way of Mohawk
Valley Contract
March 9, 2022



MEMORANDUM

TO: Cooperative Board

FROM: Patricia N. Kilburn, Ed.D. 

DATE: February 18, 2022

SUBJECT: United Way of the Mohawk Valley contract

PREPARED BY: Christopher Hill 
Kevin Healy 

Background

United Way of the Mohawk Valley R4K (Ready For Kindergarten) is a partnership between United Way of the Mohawk Valley, local schools, parents, and community organizations. R4K Family School Navigators engage local resources ensuring children start school ready to learn.

Growing up in an adverse family household can significantly impact a child's school readiness. Often, these children achieve less in school, repeat grades, and drop out. As adults, they earn less and experience higher rates of delinquency and crime. R4K is a step ladder toward scholastic achievement — improving school readiness and supporting children and parents to make a positive impact during those early years. R4K's benefits stack up over time: students who graduate high school are more likely to find a job that pays a livable wage, lives healthier lives, stays out of the justice system, and have children who also graduate high school on time.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, United Way of the Mohawk Valley's R4K program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. United Way R4K is able to provide kindergarten readiness by preparing them to begin school equipped to engage in and benefit from early learning experiences that best promote their success.

R4K goes beyond early education programs — by providing a direct connection to children and families, R4K enables United Way to address the whole child: academic, emotional, physical, and social needs.

Options for staffing include:

Family School Navigator (FSN)

The FSNs role is to focus on the needs of the incoming children, parents, and the home life. There are presently five FSNs embedded in 10 Oneida and Herkimer Elementary Schools (Holland Patent, Oriskany, Remsen, VVS, Central Valley, Dolgeville, Frankfort-Schuyler, Herkimer, Little Falls, and the Town of Webb). FSNs work to eliminate barriers for all members of the family. If parents' issues are addressed, the children will benefit as a result. The FSNs responsibilities include, but are not limited to:

- Identify the families with children ages 0-4 within the school district.
- Coordinate home visits to assess needs for the children and parents.
- Facilitate connections and make referrals to community services and school programs for all family members.
- Continuous communication with parents to follow-up on referrals.
- Foster an ongoing partnership between the homes, school, and service providers.

The social determinants of health also play a large role in the FSN focus, such as: Economic Stability, Neighborhood and Environment, Language and Literacy, Community and Social Context. For example, by utilizing the school as the hub for addressing health, behavioral and academic challenges, especially for the 0-4 age population, we seamlessly introduce the parents or guardians into the academic environment while actively engaging them in their child's overall health and well-being. They become more comfortable in the school environment, their voices are more clearly heard, their child's needs are more adequately addressed, and the children are better prepared to learn and thrive in school and in life.

Recommendation

It is recommended that the Cooperative Board adopt the service contract for United Way of the Mohawk Valley for the 2021-2022 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

The Cooperative Board approves the agreement between United Way of the Mohawk Valley and the Oneida-Herkimer-Madison BOCES effective immediately.



United Way of the
Mohawk Valley

READY FOR KINDERGARTEN



POWERED BY 

Memorandum of Understanding
Between
United Way of the Mohawk Valley
And
Oneida-Herkimer-Madison
BOCES
For the
Ready For Kindergarten (R4K) Initiative
Family School Navigator

1. PURPOSE

This Memorandum of Understanding (*MOU*) confirms an understanding and outlines the terms of cooperation between United Way of the Mohawk Valley (*UWMV*) and the Oneida-Herkimer-Madison BOCES (BOCES) for the R4K Family School Navigator (*FSN*) from September 1, 2021, through August 31, 2022.

2. SUMMARY

UWMV and the BOCES agree to partner for the purposes of increasing the early learning readiness of children entering Kindergarten. There are four major factors contributing to the BOCES' need for Family School Navigator services:

1. Based upon NYS Education Department's 2019-2020 data, 58-61% of children were economically disadvantaged; 15% of the students have disabilities.
2. The *Kindergarten Skills Inventory* conducted by the kindergarten teachers in the fall of 2019 reflects that 24% of the children entering Kindergarten were not ready to learn;
3. There is a lack of health & human service agencies operating in the local community; and
4. There is opportunity to improve the social-emotional health & wellness of the children & families.

The FSN will work closely with school staff, community service providers, and parents with the primary goal of identifying children ages 0-4 that may have learning, behavioral, social/emotional, and/or health issues to address those concerns. The secondary goal is to assist the school-aged children and their families attending BOCES programs that have learning, behavioral, social/emotional, and/or health issues to those address concerns. Families will be provided resources and be connected to services, fostering an ongoing partnership between the home and school.

3. TERM

This Agreement shall be deemed effective between September 1, 2021, through August 31, 2022 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.

UNDERSTANDING OF THE ROLES AND/OR COMMITMENTS OF THE PARTIES

4. A. Role of United Way of the Mohawk Valley in the R4K Initiative:

- a. Provide a full-time (35 hours per week), Family School Navigator to oversee the work.
- b. Provide a monthly expenditure voucher of \$8,333.33 to the *Contracted School District* for each of the twelve months for the FSN work, totaling the sum of \$100,000.00
- c. Work collaboratively with each *Contracted School District* to establish and meet R4K Initiative goals and objectives.
- d. Maintain agreed upon collectible data and share outcomes and impact results.
- e. Provide professional development opportunities.
- f. Provide a cell phone and laptop for communication with families.
- g. Convene and facilitate monthly R4K Committee meetings.
- h. Maintain regular and effective communication with each contracted school district staff.

5. ROLE OF ONEIDA-HERKIMER-MADISON BOCES IN THE INITIATIVE

B. Role of OHM BOCES in the R4K Initiative.

1. Provide twelve monthly payments of \$8,333.33 to UWMV for the cost of the FSN at 35 hours per week for the total sum of \$100,000.00.
 - a. Provide office space at Contracted District Elementary School building for the FSN.
 - b. Provide equipment as needed (office phone, computer).
 - c. Provide and share training opportunities that may enhance the FSN role.
 - d. Participate in the agreed upon collectible data, sharing of outcomes and impact results.
 - e. Maintain regular and effective communication with UWMV staff.
 - f. Participate in R4K Committee monthly meetings as often as possible.

6. CONFIDENTIALITY OF STUDENT RECORDS

- a. The BOCES shall maintain responsibility for the privacy of and control over the student records in its possession. The BOCES will permit sharing of student records, medical and other records, and information about program participants with UWMV staff to the maximum extent allowed and, in the manner, specified by law for the limited purpose of effectuating the provision of services under this Agreement.
- b. UWMV acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, the addendum to this Agreement, and other applicable law regarding such confidentiality. In particular, UWMV acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-disclosure requirements of FERPA.
- c. Confidentiality: UWMV and the BOCES agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- d. HIV-Related Information
 - i. Non-Discrimination: UWMV shall not discriminate or refuse assistance to individuals

with AIDS or HIV infection. It is agreed that UWMV, and any staff member thereof with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- ii. Re-disclosure: The following written statement must be included when disclosing any confidential HIV-related information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- e. Child Abuse, Neglect, and Maltreatment: Notwithstanding any other provision of this Agreement, the AGENCY shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- f. The Parties agree that all records must be available for a period of years that is in compliance with LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>) and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- g. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the SCHOOL. From time to time, UWMV staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

7. REQUIREMENTS OF NEW YORK STATE EDUCATION LAW SECTION 2-d

The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and (j)). The disclosure and use of PII shall comply with the Data Security and Privacy Plan attached hereto, and made a part of, this Agreement. The following appendices attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- a. Appendix A: BOCES' Parents' Bill of Rights for Data Privacy and Security
- b. Appendix B: Parents' Bill of Rights – Supplemental Information Addendum
- c. Appendix C: Third-Party Data Security and Privacy Plan

8. MODIFICATION

This Agreement may be modified only by mutual written agreement of the parties.

9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). Either party shall have the right to terminate the Agreement immediately upon written notice to the other of any Force Majeure event, and shall not be liable for any obligations under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

10. INSURANCE

UWMV shall maintain at its own cost professional and general liability insurance for all employees, officers and representatives providing services under this Agreement. Certificates of such insurance shall be furnished by UWMV to BOCES upon request. Failure to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Agreement.

11. INDEMNIFICATION

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

12. NO SPECIAL DUTY

Nothing in this Agreement shall create a special duty to the BOCES or to any third party, including but not limited to employees and students of the BOCES.

13. INDEPENDENT CONTRACTOR STATUS

In the performance of their respective duties and obligations hereunder, the parties, together with their agents and representatives, are independent contractors with respect to one another. The parties are not, and shall not be deemed to be, joint ventures, partners, or employees.

14. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood

all of the terms and provisions of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

16. SEVERABILITY

In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

17. ASSIGNMENT

No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

18. ENTIRE AGREEMENT

The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in this agreement.

19. PERIMETERS OF CONFIDENTIALITY

All knowledge and information acquired during the term of this project that is expressly identified by either signatory in writing as confidential shall be maintained in confidentiality, except as expressly authorized in writing and shall not be divulged or published. All records are subject to provisions of the HIPPA Privacy Rule – HHS.gov, the Family Educational Rights and Privacy Act (FERPA) and the new 2D Privacy Law. This excludes information, which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by either signatory.

AGENCY PRIMARY CONTACT INFORMATION

United Way of the Mohawk Valley:
Erin Gutierrez Matt, CEO
United Way of the Mohawk Valley
258 Genesee Street
Utica, NY 13502



Erin Gutierrez Matt, CEO
United Way of the Mohawk Valley

Patricia N. Kilburn, District Superintendent
OHM BOCES

OHM BOCES:

01/12/202

Date

Date



Oneida-Herkimer-Madison BOCES

502 Court Street • Utica, NY 13502
www.oneida-boces.org

Scott Morris

Assistant Superintendent for Support Services

Phone: 315.793.8502

Fax: 315.793.8554

smorris@oneida-boces.org


VII D. 2.

Approval of Wide Area Network Bid for
Oneida-Herkimer-Madison BOCES

March 9, 2022


MEMORANDUM

TO: Cooperative Board

FROM: Patricia Kilburn, Ed. D. 

DATE: March 1, 2022

SUBJECT: **Wide Area Network Bid for Oneida-Herkimer-Madison BOCES**

PREPARED BY: Scott Morris 

Background:

On December 2, 2021, Oneida Herkimer Madison BOCES and the Mohawk Regional Information Center issued a bid for Regional Wired Telecommunication Services (#21-12-006) for our component districts. Our current contracts expire on June 30, 2022. This new wide area network will provide regional voice, video and data telecommunications throughout our BOCES service area. In accordance with E-Rate guidelines the bid must be available for 28 days before opening and contracts and E-Rate 471 forms will be submitted in mid-March.

Discussion:

The bid opening for Regional Telecommunications Network Services was held on January 04, 2022 at 3:00pm at the Madison-Oneida BOCES Board Room. The bids were carefully reviewed on February 10, 2022. Due to the overlapping of franchise areas, it will be in the best interest of the participating districts to mix and match line services depending on their individual needs. The following recommendations were made.

Recommendation:

It is recommended that the Board award the bid to Northland Communications for services provided by each as highlighted on the attached spreadsheet with a 3-year option. In addition, at this time it is recommended that the Board not identify Spectrum/Time Warner/Charter as a successful respondent to the Telecommunications Bid #21-12-006. This is based on the vendor's lack of responsiveness and an unwillingness to agree to required contract language.

Resolution:

That the Cooperative Board awards the bid to Northland Communications for services provided by each as highlighted on the attached spreadsheet with a 3-year option and to continue with Spectrum/Time/Warner/Charter on a temporary month-to-month service until we can go out to bid again later this year with the Mohawk Regional Information Center (MORIC).



Serving BOCES:
Herkimer-Fulton-Hamilton-Ofsego
Jefferson-Lewis-Hamilton-Herkimer-Oneida
Madison-Oneida
Oneida-Herkimer-Madison

To: Scott Morris
Assistant Superintendent for Support Services

From: Amanda J. Palmer
Assistant Director

Date: February 28, 2022

Re: Telecommunications Bid #21-12-006

Please be advised that the Mohawk Regional Information Center is recommending Madison-Oneida BOCES Board of Education not identify Spectrum as a successful respondent to the Telecommunications Bid #21-12-006. This recommendation is based on the vendor's lack of responsiveness and an unwillingness to agree to required contract language.

Please let me know if you have any questions.

Thank you.

Oneida BOCES Regional Wired Telecommunications Bid Analysis

Site Location	OPTIONS (IF ANY)	TIME WARNER 3 YR		NORTHLAND 3 YR	
		1 GIG	10 GIG	1 GIG	10GIG
Oneida-Herkimer-Madison BOCES					
OHM BOCES - Middle Settlement Road 4747 Middle Settlement Road, Box 70 New Hartford, NY 13413					
OHM BOCES - Court Street 502 Court Street, 3rd floor Utica, NY 13502		\$856.00		\$635.00	
Brookfield Central School District					
Brookfield Central School 1910 Fairground Road Brookfield, NY 13314	*	\$730.00		No Bid	
Clinton Central School District					
Clinton Central School District 75 Chenango Avenue Clinton, NY 13323		\$730.00		\$635.00	
Holland Patent School District					
Holland Patent High School 8079 Thompson Road Holland Patent, NY 13354	*	\$660.00		\$635.00	
New Hartford Central School District					
New Hartford Senior High School 33 Oxford Road New Hartford, NY 13413		\$487.00		\$635.00	
New York Mills Union Free School District					
New York Mills Union Free School District 1 Marauder Boulevard New York Mills, NY 13417		\$687.00		\$635.00	
Oriskany Central School District					
Oriskany Junior-Senior High School 1312 Utica Street Oriskany, NY 13491	*	\$487.00		No Bid	
Remsen Central School District					
Remsen Junior-Senior High School 9733 Main Street Remsen, NY 13438	*	\$687.00		No Bid	
Sauquoit Valley School District					
Sauquoit Valley Senior High School 2601 Oneida Street Sauquoit, NY 13456	*	\$687.00		No Bid	
Utica City School District					
Thomas R. Proctor 1203 Hilton Avenue Utica, NY 13501			\$1,795.00		\$1,000.00
Waterville Central School District					
Waterville Junior-Senior High School 381 Madison Street Waterville, NY 13480		\$487.00		No Bid	
Westmoreland Central School District					
Westmoreland High School 5176 Route 233 Westmoreland, NY 13490		\$535.00		No Bid	
Whitesboro Central School District					
Whitesboro High School 6000 State Route 291 Marcy, NY 13403		\$487.00		\$635.00	

- won lowest bid for that site

Vendor Submissions with No Bid Pricing on the above Locations:

FirstLight
 Development Authority of the North Country
 Crown Castle



Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070
www.oneida-boces.org

Scott Morris
Assistant Superintendent
for Support Services
T: 315.793.8572
F: 315.793.8562
smorris@oneida-boces.org

VII D. 3.
Approval of Food Service Salary Schedule
March 9, 2022

MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 
District Superintendent

Date: February 22, 2022

Subject: Approval Food Service Salary Schedule

Prepared by: SM Scott Morris/Kate Dorr

Background:

The Oneida-Herkimer-Madison BOCES has coordinated a School Food Service Program for both component and non-component schools since 1991. Currently 215 non-unionized, hourly staff are employed with the Food Service Program under the titles of Food Service Helper, Assistant Cook, Cook Manager, Cook and Part Time Laborer with a starting hourly rate of \$13.20; the minimum wage as of January 1, 2022. The mandated minimum wage increase meant that 154 of those employees are now paid at the same wage. Dates of hire for these employees range from January 2008 through February 2022, a 14-year span.

Discussion:

The Food Service Staff consists of hourly, non-tested, Civil Service employees who are not members of a bargaining unit. Traditionally the salary schedule for the Food Service Department has loosely followed the UPSEU contracted salary schedules, but has, in the past deviated from the unit.

Due to the January 1, 2022 minimum wage increase to \$13.20, the program now has over 70% of its staff on the same step, whether the staff have been employed for 14 years, or one day. Additionally, nine employees are "off step" and have not received a rate increase since the 2019-2020 school year.

Another issue facing the program is staffing. Hiring part time employees to work for minimum wage is an ongoing challenge, especially when other hourly work is available for \$15.00 an hour at corporate food service establishments.

By increasing the starting hourly wage to \$15.00 per hour it will even the playing field, and hopefully attract a higher quality applicant and lead to better employee retention.

Adopting a new salary schedule that will place staff on steps according to years of service will allow the BOCES to credit employees for their corresponding years of service to our organization and recognize their loyalty and longevity. Additionally, adopting a salary schedule that begins at \$15.00 per hour will encompass multiple years of scheduled NYS mandated minimum wage increases while also providing a more competitive wage.

Employees that were off step in 2020-2021 and/or 2021-2022 will receive a three percent increase, retroactive to July 1, 2020. Salary increases for those off step for the next four years will also be three percent, consistent with the established salary guide.

Employees who received a step increase during the 2020-2021 and/or 2021-2022 will not receive a retroactive salary increase because the step increase already gave them a three percent increase.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison Cooperative Board adopt the new attached salary schedules for Food Service Program employees in the following titles: Food Service Helper, Assistant Cook, Cook Manager, Cook, and Part Time Laborer effective July 1, 2022. It is also recommended that the “off step” employees that did not receive the step increase in 2020-2021 and/or 2021-2022 receive a three percent increase retroactive to July 1, 2020 and continue for the next four years.

Resolution:

That the Oneida-Herkimer-Madison Cooperative Board adopt the new attached salary schedules for Food Service Program employees in the following titles: Food Service Helper, Assistant Cook, Cook Manager, Cook, and Part Time Laborer effective July 1, 2022, and that the “off step” employees that did not receive the step increase in 2020-2021 and/or 2021-2022 receive a three percent increase retroactive to July 1, 2020 and continue for the next four years.

Attachment

2022-2023

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	15.00	15.19	15.38	15.57	15.76	15.96	16.16	16.36	16.57	16.77	16.98	17.20	17.41	17.63	17.85
LABOR	15.00	15.19	15.38	15.57	15.76	15.96	16.16	16.36	16.57	16.77	16.98	17.20	17.41	17.63	17.85
AC	16.00	16.20	16.40	16.61	16.82	17.03	17.24	17.45	17.67	17.89	18.12	18.34	18.57	18.80	19.04
COOK	16.50	16.71	16.92	17.13	17.34	17.56	17.78	18.00	18.22	18.45	18.68	18.92	19.15	19.39	19.63
CM	17.00	17.21	17.43	17.65	17.87	18.09	18.32	18.54	18.78	19.01	19.25	19.49	19.73	19.98	20.23

2023-2024

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	15.19	15.45	15.64	15.84	16.04	16.24	16.44	16.65	16.85	17.06	17.28	17.49	17.71	17.93	18.16
LABOR	15.19	15.45	15.64	15.84	16.04	16.24	16.44	16.65	16.85	17.06	17.28	17.49	17.71	17.93	18.16
AC	16.20	16.48	16.69	16.89	17.11	17.32	17.54	17.76	17.98	18.20	18.43	18.66	18.89	19.13	19.37
COOK	16.71	17.00	17.21	17.42	17.64	17.86	18.08	18.31	18.54	18.77	19.01	19.24	19.48	19.73	19.97
CM	17.21	17.51	17.73	17.95	18.17	18.40	18.63	18.86	19.10	19.34	19.58	19.83	20.07	20.32	20.58

2024-2025

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	15.45	15.65	15.91	16.11	16.31	16.52	16.72	16.93	17.14	17.36	17.58	17.80	18.02	18.24	18.47
LABOR	15.45	15.65	15.91	16.11	16.31	16.52	16.72	16.93	17.14	17.36	17.58	17.80	18.02	18.24	18.47
AC	16.48	16.69	16.97	17.19	17.40	17.62	17.84	18.06	18.29	18.52	18.75	18.98	19.22	19.46	19.70
COOK	17.00	17.21	17.50	17.72	17.95	18.17	18.40	18.63	18.86	19.10	19.33	19.58	19.82	20.07	20.32
CM	17.51	17.73	18.04	18.26	18.49	18.72	18.95	19.19	19.43	19.67	19.92	20.17	20.42	20.68	20.93

2025-2026

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	15.65	15.91	16.12	16.39	16.60	16.80	17.01	17.23	17.44	17.66	17.88	18.10	18.33	18.56	18.79
LABOR	15.65	15.91	16.12	16.39	16.60	16.80	17.01	17.23	17.44	17.66	17.88	18.10	18.33	18.56	18.79
AC	16.69	16.97	17.19	17.48	17.70	17.92	18.15	18.37	18.60	18.84	19.07	19.31	19.55	19.80	20.04
COOK	17.21	17.51	17.73	18.03	18.26	18.48	18.71	18.95	19.19	19.43	19.67	19.91	20.16	20.41	20.67
CM	17.73	18.04	18.26	18.58	18.81	19.04	19.28	19.52	19.77	20.01	20.26	20.52	20.77	21.03	21.30

FS: Food Service Helper
LABOR: Laborer
AC: Assistant Cook
COOK: Cook
CM: Cook Manager



Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road · New Hartford, NY 13413
www.oneida-boces.org

VII D. 4.
Approval of Policy 0015, 0016, 0017,
0020, 0030 (second reading)
March 9, 2022

MEMORANDUM

VII D. 5.
Approval of Policy 0015, 0016, 0017,
0020, 0030
(first reading)
February 9, 2022

To: Cooperative Board
From: Patricia N. Kilburn, Ed.D
Date: February 2022
Subject: Board Policies
Prepared by: Joanna Keeler

Background

The Oneida-Herkimer-Madison Cooperative Board is responsible for establishing policies for the operation of OHM BOCES which include curricular, financial, and other policies.

The purpose of the OHM Board Policy Manual is to provide a comprehensive written listing of the Cooperative Board's current policies, rules and regulations.

Discussion

The OHM Policy Committee, with legal assistance from the Madison-Oneida-BOCES Labor Relations Department, have audited the following policies listed below and are seeking approval by the BOCES Cooperative Board of Education.

Recommendation

It is recommended that the Cooperative Board adopt the following policies:

0000 GENERAL COMMITMENTS

- 0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment
- 0016 Instruction and Employment of Human Immunodeficiency Virus-HIV Infected Individuals
- 0017 Defense and Indemnification of Board Members and Employees
- 0020 Tobacco, Nicotine and E-Cigarette Use Prohibited
- 0030 Code of Ethics for all Board of Cooperative Educational Services

Resolution

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

0000 GENERAL COMMITMENTS

- 0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment
- 0016 Instruction and Employment of Human Immunodeficiency Virus-HIV Infected Individuals
- 0017 Defense and Indemnification of Board Members and Employees
- 0020 Tobacco, Nicotine and E-Cigarette Use Prohibited
- 0030 Code of Ethics for all Board of Cooperative Educational Services

GENERAL COMMITMENTS

Policy is Required

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

I. Statement of Policy

- A. The Board of Cooperative Educational Services provides education programs and services, does business with vendors and the public, and makes decisions regarding employment without consideration of an individual's race, (including but not limited to hair texture and protective hair styles), color, creed, religion, national origin (regardless of English language skills), age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation.
- B. Provides equal access to the Boy Scouts and other designated youth groups.
- C. Our commitment to provide education programs and services without harassment, including sexual harassment discrimination applies to all programs and services provided by the OHM BOCES.
- D. Our commitment to provide employment without harassment or discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.
- E. No student shall be subjected to harassment or bullying (as defined below) by employees or students on OHM BOCES property or at an OHM BOCES function. No student shall be subjected to discrimination based on a person's actual or perceived race, (including but not limited to hair texture and protective hair styles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, (including gender identity or expression), or sex by another student or an OHM BOCES employee on OHM_BOCES property or at an OHM BOCES function. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.
- F. A plain language notice of this Policy shall be linked to the home page of the OHM BOCES website. The grievance procedure set forth below shall also be linked to the home page of the OHM BOCES website.

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

- G. This goal of this Policy is to create an OHM BOCES environment that is free from discrimination, including harassment and bullying. This Policy shall be interpreted and implemented so that the OHM BOCES complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

II. Opportunities for Individuals with Disabilities

- A. Education Programs, Services, and Activities: A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with the Special Education Policy. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under the Programs for Students with Disabilities policy, shall be provided educational programs, services, and activities in accordance with Section 504.
- B. Employment: An employee with a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the OHM BOCES will provide a reasonable accommodation that does not impose an undue burden upon the OHM BOCES.
- C. Public Accommodation: OHM BOCES facilities shall be designed, constructed, and maintained so that, when each part of the OHM BOCES' program is viewed in its entirety, that part of the program is readily accessible to handicapped persons. In addition to physical facilities, the OHM BOCES' website and other public-facing communication channels shall be designed and implemented to be accessible to all members of the public; provided that proposed accessibility measures do not fundamentally alter the features of the website or other communication channel, and do not result in an undue financial or administrative burden to the OHM BOCES; and provided further that the OHM BOCES shall not assume responsibility for the operation, content, or accessibility of third-party sites that may be accessed from a link on the OHM BOCES' website or other communication channels. Persons encountering difficulty accessing any OHM BOCES program or service, including physical facilities or digital communication channels, are encouraged to use the complaint process in this Policy to seek

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

resolution of the problem.

III. Harassment Bullying, and Discrimination Prohibited

A. General Standard of Conduct

No one who is receiving an education from the OHM BOCES, or who is employed by the OHM BOCES, or who is present on OHM BOCES property or at an OHM BOCES event, should experience harassment, bullying, or discrimination. Harassment and bullying are recognized to be forms of discrimination. The OHM BOCES' Code of Conduct prohibits harassment, bullying, or discrimination, and it applies to conduct by OHM BOCES employees, students, and anyone else on OHM BOCES property or at an OHM BOCES event.

When determining whether particular conduct or statements are to be classified as prohibited harassment, the OHM BOCES will consider the intent of the person engaging in the conduct or making the statement; however, the determining factor will be whether the person at whom the conduct or statement was directed reasonably experienced the conduct or statement as unwelcome harassment.

B. Conduct Directed at a Student

1. Conduct (including verbal conduct) directed at a student will be classified as harassment or bullying if it creates a hostile environment that either:
 - a. Creates an environment that has or would have the effect of unreasonably and substantially interfering with the student's educational performance, opportunities, or benefits; or
 - b. Causes, or would be expected to cause, the student to reasonably fear for their physical safety; or
 - c. Causes, or would reasonably be expected to cause, harm to the student's emotional well being through the creation of a hostile OHM BOCES environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.
2. Conduct that occurs off OHM BOCES property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the OHM BOCES environment.

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

3. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

C. Conduct Directed at Someone Other than a Student

Conduct (including verbal conduct) directed at someone other than a student who is present on OHM BOCES property or at an OHM BOCES event will be classified as discrimination or harassment (a form of discrimination) if it is motivated by that person's race, (including but not limited to hair texture and protective hair styles), color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status, disability, or predisposing genetic characteristics, and

1. It has the purpose or the effect of substantially interfering with the person's work performance; or
2. The person is explicitly or implicitly told that they must submit to that treatment in order to receive or continue to receive employment opportunities; or
3. A decision by the OHM BOCES about that person's or employment is influenced by whether that person has submitted to the treatment or objected to it.

D. Also prohibited as sexual harassment, is the making of unwanted sexual advances, the making of any requests for sexual favors, subjecting another person to any touching, teasing or other verbal communication of a sexual nature and sexual violence. The following describes some of the types of acts that may be unlawful sexual harassment:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation, or attempts to commit these assaults.
 - b. Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

- a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;
 - b. Subtle or obvious pressure for unwelcome sexual activities;
 - c. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which are sufficiently severe or pervasive to create a hostile work environment.
3. Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic.
- E. Anyone who feels that they have experienced prohibited discrimination or harassment should bring this to the OHM BOCES attention by using the Complaint Procedure described below. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Compliance Coordinator.
- F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.
- G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.

IV. Strategy to Prevent Harassment, Bullying, and Discrimination

With the objective of preventing acts of harassment, bullying, or discrimination from interfering with any student's educational opportunities or sense of safety in OHM BOCES, the OHM BOCES will implement the procedures described in this Policy to:

- A. Expand student and employee awareness of the problem;
- B. Train staff and instruct students about appropriate, non-discriminatory behavior;
- C. Respond to reports of conduct, conditions, or circumstances that may violate this Policy; and

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

- D. Implement corrective and restorative measures as appropriate, when unacceptable conduct occurs.

V. Compliance Coordinator

- A. The Compliance Coordinator for purposes of implementing this Policy shall be the Supervisor of Human Resources which is located in the Support Services building.

The Compliance Coordinator is responsible for receiving complaints of conduct that may violate this Policy and Title IX (sex discrimination), Title VI (race and national origin discrimination), or Section 504 or the Americans with Disabilities Act (disability discrimination); directing a thorough fact finding regarding those complaints; making a determination whether a violation of the Policy and federal law has occurred; overseeing the implementation of corrective action when necessary, including the making of reasonable accommodations for student or employee disabilities; making sure that this Policy has been publicized as required by law; keeping records of all reports of possible discrimination based on sex, race, (including but not limited to hair texture and protective hair styles), national origin, or disability; and making recommendations for the updating of this Policy as necessary.

The Compliance Coordinator is responsible for fulfilling these responsibilities in the event of incidents involving adult conduct directed at other adults, adult conduct directed at students, and student conduct directed at other students.

- B. The principal of each OHM BOCES building is designated as the OHM BOCES' Dignity for All Students Act (DASA) Coordinator for that building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each building. The DASA Coordinators are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).
- C. The Compliance Coordinator shall inform the DASA Coordinators of matters that involve conduct directed at students, and the DASA Coordinators shall evaluate those incidents for possible violations of DASA. The DASA Coordinators shall inform the Compliance Coordinator of matters that involve complaints of possible discrimination on the basis of sex, race (including but not limited to hair texture

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

and protective hair styles), national origin, or disability and the Compliance Coordinator shall evaluate those incidents for possible violations of Title IX, Title VI, Section 504, and the Americans with Disabilities Act.

- D. This Policy shall be interpreted and implemented so that the OHM BOCES complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, Title II of the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.
- E. When a report complains of possible discrimination by the Compliance Coordinator, or DASA Coordinator, the District Superintendent shall designate another OHM BOCES official to conduct the necessary fact-finding and make recommendations.
- VI. Grievance and Fact-finding Procedure:
- A. Report of Possible Harassment, Bullying or Discrimination: Attached to this Policy are Regulation 0015.1 Report of Possible Discrimination and Regulation 0015.2 DASA Incident Reporting Form. The Compliance Coordinator and DASA Coordinators shall ensure that these forms are available in each OHM BOCES building, and their availability is known to those who may need to use it. A link to the forms shall also appear on the home page of the OHM BOCES website. The use of this form is encouraged, but not required; the Compliance Coordinator or DASA Coordinators shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate.
1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the employee's supervisor. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the Compliance Coordinator.
 2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or OHM BOCES administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

reporting in writing their conversation and other available information to the Compliance Coordinator or DASA Coordinator. OHM BOCES staff shall be trained on how to receive and refer student complaints.

3. A parent/guardian, OHM BOCES volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Compliance Coordinator, a DASA Coordinator, or any administrator or teacher. If a verbal report is made, a written report shall be requested. The person to whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.
4. OHM BOCES employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a DASA Coordinator. The employee must make an oral report to the DASA Coordinator within one school day, followed by a written report to the DASA Coordinator no more than two school days after their oral report.

B. Fact-finding Inquiry: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator or DASA Coordinator shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.

1. The fact-finding inquiry should commence promptly after receiving the complaint, and be pursued with sufficient diligence to reach a conclusion within thirty (30) days after receipt of a written report. The goal shall be to complete the fact-finding process and notify the principal parties of a determination no later than forty-five (45) days after the report of possible discrimination, harassment, or bullying was received. If the Compliance Coordinator determines that an extension of this target date is necessary under the circumstances of a particular matter the Compliance Coordinator will notify the District Superintendent and principal parties and provide a new anticipated date for submitting a report and recommendation.
2. The inquiry should determine with as much detail as possible the sequence in which events occurred, the identity of each person involved and their respective roles, and the exact words spoken by each participant. To the extent practicable, all interviews should be conducted by one person.
3. The inquiry shall provide the person reporting objectionable conduct or circumstances, and the subject(s) of the report with an equitable opportunity to be heard. The inquiry shall include an opportunity for any

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

person who has been identified as possibly violating this Policy, to respond to each assertion made against them.

4. Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements.
 5. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision.
- C. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done; what conclusions have been drawn about what happened; a conclusion based on a preponderance of the evidence as to whether the conduct, condition, or circumstances violated the OHM BOCES Policy, and, if it did, a recommendation regarding what corrective action should be taken. This report shall be submitted to the District Superintendent for further action. The District Superintendent shall make a determination and notify the principal parties in writing within fifteen (15) days. If the District Superintendent determines that an extension of this target date is necessary under the circumstances of a particular matter, the District Superintendent shall notify the principal parties in writing and provide a new anticipated date for the determination.
1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination verbally and in writing. The person who made the report shall be told of the option to have the determination reviewed.
 2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination verbally and in writing and, consistent with the confidentiality accorded to student and personnel records, told that appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them in writing, shall be told of the corrective action being taken by the OHM BOCES, and shall be told of the option to have the determination reviewed.
 3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the OHM BOCES shall take prompt action that is consistent with the OHM BOCES' Code of Conduct and is reasonably calculated to end the

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

harassment, bullying, or discrimination to eliminate any hostile environment; to create a more positive OHM BOCES culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.

- a. Responsive actions shall be measured, balanced, and age-appropriate.
 - b. Responsive actions shall follow a progressive model and make appropriate use of intervention, education, and discipline.
 - c. Responsive actions shall vary according to the nature of the offending behavior, the developmental age of the person engaging in the behavior, and the prior history of problem behaviors by the person engaging in the conduct.
- D. Report to Law Enforcement Agency: When a DASA Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly notify the District Superintendent, and the District Superintendent shall promptly notify the appropriate law enforcement agency.
- E. Confidentiality: It shall be explained to anyone making a report or providing information about a report that the OHM BOCES does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every witness interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be privileged by law.
- F. Special Fact-finder: The District Superintendent is authorized to appoint a special fact-finder to carry out the responsibilities of the Compliance Coordinator or DASA Coordinator when the District Superintendent concludes that the circumstances of a particular report warrant that action, and the special fact-finder shall fulfill the responsibilities of the Compliance Coordinator described in this policy.
- G. Immediate Corrective Action: The District Superintendent has the discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the District Superintendent concludes that the circumstances of a particular report warrant that action.
- H. Review of Coordinator's Determination: If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the Board of Cooperative Educational Services

1. A request for the Board of Cooperative Educational Services review must be made in writing, filed with the Board Clerk within ten (10) business days of receiving the written notice of the determination.
 2. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if any. That statement shall be filed with the Board Clerk at least five (5) business days before the Board of Cooperative Educational Services meeting at which the review will be conducted.
 3. The Board of Cooperative Educational Services discussion of the determination and the objection(s) made shall take place in executive session. The Board of Cooperative Educational Services action to adopt or change the determination shall be take place in public session.
 4. The Board of Cooperative Educational Services shall render its determination within ninety (90) days of the District Clerk's receipt of the written request for review, unless extraordinary circumstances require an extension of this period.
- I. No Retaliation: No employee or student shall take a retaliatory action, or request or cause anyone else to take a retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a OHM BOCES employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report, or complaint by the OHM BOCES District or a governmental agency.

VII. Remedial Measures When This Policy is Violated

- A. An employee found to have engaged in prohibited harassment or discrimination against another person (whether an employee, student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other OHM BOCES policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.
- B. A student found to have engaged in prohibited harassment, bullying or discrimination against another person (whether an employee, student, or member

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND
HARASSMENT INCLUDING SEXUAL HARASSMENT

of the public) while participating in a OHM BOCES activity or on OHM BOCES property will be subject to discipline. Such decisions will be made and implemented in accordance with other OHM BOCES policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.

- C. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a employee, student, or member of the public) while participating in a OHM BOCES activity or on OHM BOCES property may have their future access to OHM BOCES activities limited, as deemed appropriate under the circumstances.

VIII. Dignity Act Coordinators

- A. The Board of Cooperative Educational Services appoints at least one staff member at each OHM BOCES building to serve as the Dignity Act Coordinator for that OHM BOCES building, upon the recommendation of the District Superintendent. Each person designated for this role shall be instructed in the provisions of Article 2-A of the Education Law and thoroughly trained in methods to respond to human relations in the areas of race (including but not limited to hair texture and protective hair styles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.
- B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:

Principal of Alternative Education	315-223-6029
Principal of Career and Technical Education	315-793-8647
Principal of Special Education	315-793-8603

- listing such information in the Code of Conduct posted on the OHM BOCES' website;
- including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;
- including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;
- posting such information in a highly visible location in each OHM BOCES building; and

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

- making such information available at the OHM BOCES District office and each OHM BOCES building office.

The publication of this information shall also inform students and persons in parental relation to students that the Dignity Act Coordinator is available to speak with them if they have witnessed possible discrimination or harassment, or if they have experienced treatment that may be prohibited discrimination or harassment.

- C. In the event a designated Dignity Act Coordinator vacates that position, the District Superintendent shall immediately designate an interim Coordinator pending appointment by the Board of Cooperative Educational Services. In the event that a Coordinator is unable to perform the duties of the position for an extended period of time, another staff member shall be immediately designated by the District Superintendent as an interim Coordinator pending return of the previous Coordinator to the position. Contact information for the new Coordinator shall be distributed as provided above.

IX. Training and Publication of Policy

- A. All OHM BOCES employees will be provided with a copy of this policy. Online access to a printable copy of this Policy will satisfy this requirement.
- B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint, or report of possible discrimination, harassment or bullying.
- C. A summary of this Policy shall be posted as part of the OHM BOCES website, and shall be distributed periodically with OHM BOCES publications.
- D. The District Superintendent shall insure that each year all OHM BOCES employees receive training designed to meet the following objectives each year in an interactive format:
1. Discourage the development of harassment, bullying, and discrimination;
 2. Make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;
 3. Raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;
 4. Enable employees to prevent harassment, bullying, and discrimination;

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

5. Enable employees to respond to harassment, bullying, and discrimination;
 6. Inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race (including but not limited to hair texture and protective hair styles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, (including gender identity or expression); or sex; and
 7. Strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.
- E. The District Superintendent shall develop and implement guidelines:
1. For the development of nondiscriminatory instructional and counseling methods to be used by OHM BOCES staff.
 2. For the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and
 3. Include safe and supportive OHM BOCES climate concepts in curriculum and classroom management.
- F. The OHM BOCES shall develop and implement a program of instruction in grades Kindergarten through Grade 12 to include a component on civility, citizenship and character education in accordance with Education Law.
1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.
 2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.
 3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying, discrimination, and civility in the relations of people of different races, weights, national origins, ethnic groups, religious, religious practices,

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

mental or physical disabilities, sexual orientation, gender, (including gender identity or expression) and sexes.

4. This shall include instruction about safe and responsible use of the internet and electronic communications.

X. Other Available Remedies for Unlawful Discrimination and Harassment, including Sexual Harassment:

- A. In addition to this Policy, OHM BOCES employees and other persons visiting or doing business with the OHM BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in New York State Supreme Court.
 1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).
 2. You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.
 3. You may start a lawsuit in Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (*pro se*), but you should retain a lawyer who is familiar with court procedures.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).
 1. You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).

GENERAL COMMITMENTS

EQUAL OPPORTUNITY AND PROHIBITION OF DISCRIMINATION AND HARASSMENT INCLUDING SEXUAL HARASSMENT

- 2. You may file a charge with the EEOC within three-hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.
 - 3. The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given a right to sue in court.
- D. If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider contacting the local police department.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Title IX, Education Amendments of 1972 (20 U.S.C. Section 1681, 45 C.F.R. Part 86); Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794, 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), 45 C.F.R. Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), NYS Human Rights Law, (Article 15, NYS Executive Law); 8 N.Y.C.R.R. 100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 U.S.C. Sections 2000d and 2000e); New York State Education Law, Sections 3201 and 3201-a; Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213, 29 C.F.R. Part 1630); Age Discrimination in Employment Act (29 U.S.C. Sections 621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g.

Adopted: 07/01/03

Revised: 10/10/12, 06/12/13, 03/09/16, 07/12/18, 01/09/19, _____

GENERAL COMMITMENTS

INSTRUCTION AND EMPLOYMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV)- INFECTED INDIVIDUALS

I. Statement of Policy

The Board of Cooperative Educational Services is committed to providing a safe and healthy environment at the OHM BOCES and to protecting the rights of Human Immunodeficiency Virus (HIV)-infected individuals to confidentiality and to continued education or employment where possible. The Board of Cooperative Educational Services also recognizes that current law and regulations strictly limit the disclosure of confidential HIV-related information without an authorized consent form or a Court Order.

It is the policy of the OHM BOCES that no individual shall be denied access to any program or activity sponsored by, or conducted on the grounds of the OHM BOCES solely on the basis of the HIV-infection status of that individual or anyone with whom that individual is associated.

No student, employee, or volunteer shall be required or requested to undergo an HIV-antibody test or other AIDS-related diagnostic test. The exception is if other reasons exist OHM BOCES retains and will exercise its authority to require medical examinations.

~~Each OHM BOCES employee shall be given a copy of this Policy at the beginning of each school year, and new employees shall be provided a copy at the time they begin employment.~~

II. Voluntary Disclosure

A. To Obtain Public Health Assistance: Employees or students who suspect that they are infected with, or at risk of contracting, the HIV virus are encouraged to:

1. contact the New York State Health Department AIDS Hotline for general information: 1-800-541-AIDS, or 1-800-541-2437,
2. contact the New York State Health Department toll-free number for AIDS Testing and Counseling: 1-800-562-9423 (Syracuse),
3. report to the County Health Department, or
4. report to their personal physician.

B. To Inform the OHM BOCES: Any infected employee or infected student, or the parent/guardian of an infected student, is encouraged to report this diagnosis to the OHM BOCES' medical staff and other relevant staff members, with the assurance that such information will be kept confidential, as described below.

III. Confidentiality of HIV-Related Information

A. Public Health Law Article 27-F strictly regulates the disclosure of HIV-related information, setting requirements even more stringent than those protecting other

INSTRUCTION AND EMPLOYMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV)-
INFECTED INDIVIDUALS

health-related information. One purpose of this Policy is to insure that all OHM BOCES personnel conduct OHM BOCES business in conformance with the Public Health Law.

- B. As used in this Policy, the term “HIV-related information” includes all Authorizations for Release of Confidential HIV-Related Information (“Release Authorization”) forms held by the OHM BOCES, all medical records received by the OHM BOCES containing HIV-related information, and all notes or memoranda that refer to an individual’s HIV status or whether an individual has been tested for HIV infection. It includes records maintained on paper or digitally.
1. All HIV-related information held by the OHM BOCES must be kept ~~in the District Superintendent’s office~~, in a locked file. Access to this information is allowed only to those persons named in a proper Release Authorization, or to whom voluntary disclosure was made. Electronic copies must be kept in password-protected digital files, with a separate file for each individual whose HIV status is recorded. The password for each separate file shall be known only to the OHM BOCES personnel who are authorized to have access to that information by the applicable Release Authorization, or to whom a voluntary disclosure was made.
 2. No HIV-related information shall be transmitted within the OHM BOCES by electronic mail.
 3. No HIV-related information shall be transmitted from the OHM BOCES to any other party by electronic mail, unless that party is a governmental entity or health care provider that requires it to be sent in that format.
- C. No request for HIV-related information shall be made by anyone on behalf of the OHM BOCES unless that request has been previously approved by the District Superintendent. The District Superintendent shall determine the specific OHM BOCES personnel to whom the release of information is requested.
1. The Health Insurance Portability and Accountability Act (HIPAA) Compliant Authorization for Release of Medical Information and Confidential HIV Related Information form is available at <http://www.health.ny.gov/forms> and is referred to in this Policy as the Release Authorization.
 2. Any request by the OHM BOCES for HIV-related information shall be made (after approval of the District Superintendent) by providing the individual, or the person authorized by law to consent for the individual, with a copy of the Release Authorization, filled in to identify the OHM BOCES personnel to whom disclosure is requested, and the reason(s) disclosure is requested. The District Superintendent shall always be identified as a person authorized to access the information, to fulfill the District Superintendent’s responsibility to maintain

GENERAL COMMITMENTS

INSTRUCTION AND EMPLOYMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV)-
INFECTED INDIVIDUALS

student safety and the confidentiality of all HIV-related information held by the OHM BOCES.

- 3. HIV-related information received by the OHM BOCES pursuant to a Release Authorization shall be made available only to those persons listed in the Release Authorization, only for the time period identified there, and only for the reasons identified there.

- D. If a student, student’s parent, or person in a parental relation voluntarily discloses to a OHM BOCES staff member HIV-related information about the student, the staff member to whom the information is disclosed shall advise the person making the disclosure of this Policy. ~~and request that the person making the disclosure speak to the District Superintendent or give permission for the staff member to share the information with the District Superintendent.~~

If an OHM BOCES employee voluntarily discloses to a supervisor or management employee information about their own HIV status, the supervisor or manager shall advise the employee of this Policy. ~~and request that the person making the disclosure speak to the District Superintendent or give permission for the staff member to share the information with the District Superintendent.~~

Anyone who has made a voluntary disclosure of their own HIV status or the HIV status of a student for whom they are legally responsible, shall be requested to complete a Release Authorization in order to identify the persons who may have access to this information and the reasons for that access.

- E. No HIV-related information in the possession of the OHM BOCES shall be disclosed to any other party except in response to a properly executed Release Authorization (or a written authorization that the school attorney advises the District Superintendent satisfies the Public Health Law and HIPAA), or a Court Order.
 - 1. Disclosure may be made to a health care provider for purposes of providing the HIV-positive individual with health care, as allowed by Public Health Law Section 2782.
 - 2. If any other person asserts that they are authorized by Public Health Law Section 2782(1) to access HIV-related information in the possession of the OHM BOCES, without being named in a Release Authorization, the District Superintendent shall confer with the school attorney before releasing any HIV-related information.

IV. Committee on Special Education (CSE) Referrals and Procedures

GENERAL COMMITMENTS

INSTRUCTION AND EMPLOYMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV)-
INFECTED INDIVIDUALS

- A. No student shall be referred to the Committee on Special Education solely on the basis of the student's HIV status. A referral shall only be made when a student's condition interferes with the student's ability to benefit from instruction, and shall be processed in accordance with the requirements of Section 200.1 of the Regulations of the Commissioner.
- B. If a student who is HIV-positive requires special accommodations to continue to attend school, the student shall be referred to the multi-disciplinary team for consideration in accordance with Section 504 of the Rehabilitation Act.
- C. The consideration and discussion of HIV-related information by the CSE or multidisciplinary team must conform to the confidentiality requirements of the Public Health Law and this Policy. In particular, both OHM BOCES personnel and non-OHM BOCES professionals can only take part in CSE discussions that reveal the HIV status of an individual if they have been authorized to do so by a properly executed Release Authorization, or another document that satisfies the Public Health Law and HIPAA.

V. Court Orders

The OHM BOCES shall comply with all Orders issued by a court in conformance with Public Health Law Article 27-F regarding disclosure of HIV-related information, regardless of whether there is a Release Authorization in effect.

VI. Infection Control Procedures

The OHM BOCES Infection Control Program is designed to comply with the standards for handling blood and other body fluids that are published at 29 CFR Section 1910.1030.

VII. Classroom Instruction

The education of students in grades kindergarten through high school with respect to the HIV and AIDS shall be provided in an age appropriate manner, unless exempted, in conformance with Education Law Section 3208, and Sections 101 and 135.3 of the Commissioner's Regulations.

- A. In compliance with the regulations of the Commissioner of Education, the OHM BOCES will provide classroom instruction concerning Human Immunodeficiency Virus and AIDS as part of a sequential and comprehensive health program for all students, K-12. Instruction will be offered during regularly scheduled classes. Such instruction will be age-appropriate, and include the following information:
 - 1. the nature of the disease;
 - 2. methods of transmissions of the disease; and

GENERAL COMMITMENTS

INSTRUCTION AND EMPLOYMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV)-
INFECTED INDIVIDUALS

3. methods of prevention of the disease (stressing abstinence as the most effective and appropriate protection against AIDS).
- B. A student may be excused from the segment of AIDS instruction regarding methods of prevention of the disease if student's parent/guardian files a request with the District Superintendent. The request shall give assurance that such instruction will be given at home.
- C. The District Superintendent will designate an HIV Advisory Committee consisting of one or more members of the Board of Cooperative Educational Services, one or more OHM BOCES employees, one or more parents and community members, including one or more representative(s) from religious organization(s). Every two years, the HIV Advisory Committee will review the HIV Curriculum and will issue to the District Superintendent, its recommendations. The District Superintendent will review the HIV Advisory Committee's report with the Board of Cooperative Educational Services.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Cross Ref: OHM BOCES District-Wide Safety Plan and a Building Level Emergency Response Plan

Legal Ref: 29 U.S.C. Section 794 et seq. (Federal Rehabilitation Act of 1973); Education for all Handicapped Children's Act of 1975; Public Health Law, Article 27-F; 8 N.Y.C.R.R. Sections 135.3 and 200; Exec. Law Section 290 et seq. (Human Rights Law); Americans with Disabilities Act of 1990.

Adopted: 07/10/02

Revised: 07/12/18, _____

Policy

Draft 01/12/2022 – No Revisions
0017

GENERAL COMMITMENTS

DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

I. Liability Protection Pursuant to Education Law

- A. The Board of Cooperative Educational Services recognizes its statutory obligation to indemnify OHM BOCES employees (and in certain circumstances, Board of Cooperative Educational Services members and volunteers) pursuant to the provisions of Sections 3023, 3028 and 3811 of the Education Law. For the purposes of this policy, the term "employee" shall be as defined in the applicable statute(s).
- B. OHM BOCES shall not be subject to the duty to defend unless the employee, within the time prescribed by statute, delivers appropriate notice of the claim to the Board of Cooperative Educational Services.
 - 1. For purposes of Education Law Section 3811, the employee must give written notice within five (5) days after service of process upon him/her. The statute mandates only written notice of the claim to the Board of Cooperative Educational Services; however, submission of relevant legal documents by the employee to the Board of Cooperative Educational Services is also encouraged.
 - 2. For purposes of Education Law Sections 3023 and 3028, the employee must deliver the original or a copy of the relevant legal documents to the Board of Cooperative Educational Services within ten (10) days after service of process upon him/her.
- C. OHM BOCES will provide legal defense and/or indemnification for all damages, costs, and reasonable expenses incurred in the defense of an action or proceeding if authorized pursuant to statute and provided that the alleged action or omission which occurred or allegedly occurred is covered by the appropriate statute(s). Furthermore, OHM BOCES will not be required to provide indemnification protection and/or legal defense unless the employee was, at the time of the alleged incident, acting in the discharge of his/her duties within the scope of his/her employment or authorized volunteer duties and/or under the direction of the Board of Cooperative Educational Services.

II. Public Officers Law Section 18

The Board of Cooperative Educational Services hereby also confers the benefits of Section 18 of the New York State Public Officers Law upon the "employees" of OHM BOCES, as defined in Section 18 of the Public Officers Law; and OHM BOCES assumes the liability for the costs incurred in accordance with the provisions of Section 18. The benefits accorded to OHM BOCES employees under Section 18 of the Public Officers Law shall supplement and be available in addition to defense or indemnification protection conferred by other enactments or provisions of law.

POLICY

Draft 01/12/2022 – No Revisions

0017

GENERAL COMMITMENTS

DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

- III. The term "employees" shall include members of the Board of Cooperative Educational Services; the District Superintendent; OHM BOCES officers; OHM BOCES employees; volunteers expressly authorized to participate in a OHM BOCES sponsored volunteer program; or any other person holding a position by election, appointment or employment in the service of OHM BOCES, whether or not compensated. The term "employee" shall also include a former employee, his/her estate or judicially appointed representative.
- IV. Pursuant to the provisions of Section 18 of the Public Officers Law, and upon compliance by the employee with the requirements of this statute, OHM BOCES shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. Furthermore, OHM BOCES shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties. However, in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the Board of Cooperative Educational Services.
- V. The duty to defend and/or indemnify and save harmless, in accordance with Section 18 of the Public Officers Law, shall be conditioned upon the delivery by the employee to the OHM BOCES attorney or to the District Superintendent a written request to provide for his/her defense, together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after he/she is served with such document. Pursuant to Section 18, the full cooperation of the employee in the defense of such action or proceeding and in the defense of any action or proceeding against OHM BOCES based upon the same act or omission, and in the prosecution of any appeal, shall also be required as a condition for OHM BOCES' duty to defend and/or indemnify and save harmless to exist.
- VI. Exceptions to Liability Coverage

Indemnification coverage and/or provision of legal defense by OHM BOCES will not apply unless the actionable claim is of the type covered by the statute(s) and/or is not otherwise exempt from coverage pursuant to law. Additionally, indemnification coverage and/or the duty to provide a defense shall not arise where such action or proceeding is brought by or on behalf of OHM BOCES.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Public Officers Law §18; Education Law §1709, 2560, 3023, 3028, 3811; and General Municipal Law Sections 6-n and 52

Adopted: 07/10/02

Revised: 09/11/19

Reviewed: _____

GENERAL COMMITMENTS

TOBACCO, NICOTINE AND E-CIGARETTE USE PROHIBITED

I. Statement of Policy

The purposes of this Policy ~~is to prohibit the use~~ ~~are to avoid the use on OHM BOCES property and at OHM BOCES events~~ of tobacco, nicotine, and e-cigarettes on OHM BOCES property and at OHM BOCES functions, ~~which the Board of Cooperative Educational Services deems unhealthy; encourage students and staff to avoid the consumption or use of tobacco products, nicotine, and e-cigarettes; and to prevent persons present on OHM BOCES property or at OHM BOCES events from being exposed to second-hand tobacco smoke, nicotine, or electronically ignited vapors. This Policy is one component of the OHM BOCES' wellness program, drug prevention program, and commitment to provide a healthy learning and working environment.~~

II. Prohibited Conduct

- A. The possession, use, sale, or consumption of any form of tobacco, any substance containing nicotine (except prescribed medications), any e-cigarette or oil or vaping product intended for use in an e-cigarette, and any associated paraphernalia is prohibited.
- B. This prohibition applies to everybody – students, staff, parents, vendors and contractors, and all visitors to our OHM BOCES.
- C. This prohibition applies to anyone who is on OHM BOCES property, including buses and other vehicles being used to transport students for OHM BOCES purposes and to anyone attending a OHM BOCES sponsored event, including events located off OHM BOCES property.
- D. Public Health Law Section 1399-o prohibits all smoking within 100 feet of the entrances, exits or outdoor areas of the OHM BOCES school buildings, except in a residence or within the real property boundary line of a residence.
- E. This prohibition applies at all times, whether OHM BOCES is in session or not.

III. Proactive OHM BOCES Practices

- A. Smoking, tobacco and nicotine use prevention will be appropriately integrated into curriculum, and appropriate instructional staff will receive training in smoking, tobacco and nicotine use prevention education.
- B. Smoking, tobacco and nicotine cessation information will be available to staff, students, parents/guardians and visitors.

GENERAL COMMITMENTS

TOBACCO, NICOTINE AND E-CIGARETTE USE PROHIBITED

- C. There shall be no advertising of tobacco on OHM BOCES property or at OHM BOCES functions. The OHM BOCES will request, where possible, tobacco-free versions of all publications in OHM BOCES libraries.
- D. The OHM BOCES will not accept gifts or funds from the tobacco, nicotine, or e-cigarette industries.

IV. Public Notice of Policy

- A. "No Smoking/Tobacco Use" signs shall be prominently and conspicuously posted in strategic locations on OHM BOCES Property and in OHM BOCES vehicles in accordance with NYS Law.
- B. Notices shall be posted at building entrances or driveways leading to OHM BOCES property notifying the public that OHM BOCES grounds are "tobacco free."
- C. Staff, students and visitors will be notified of this policy through presentations, student handbooks, newsletters, Code of Conduct summaries, and announcements at meetings, events and functions.
- D. Outside groups who use OHM BOCES facilities will be notified of this Policy on the Building Use Request Policy and Form.

V. Definitions for Purposes of this Policy ~~and the Code of Conduct~~

- A. "Tobacco" means any lit or unlit cigarette, cigar, cigarillo, pipe, bidi, clove, and/or any other smoking product, including tobacco in any form (loose, smokeless, dip, chew or snuff).
- B. "OHM BOCES property" means any building, vehicle, or structure owned or leased by the OHM BOCES, and the surrounding outdoor grounds contained within the legally defined property boundaries of the OHM BOCES' properties as registered in the county clerk's office. This includes the entrances and exits of OHM BOCES buildings and structures.
- C. "Advertising" means brand names or logos and publications on any clothing, shoes, accessories, gear, supplies or publications provided by tobacco or e-cigarette companies (including prevention/educational materials).
- D. "Associated paraphernalia" is defined as lighters, matches, rolling papers, vaporizers, oils and other solutions intended for vaporizing, etc.

GENERAL COMMITMENTS

TOBACCO, NICOTINE AND E-CIGARETTE USE PROHIBITED

- E. "Smoking" is defined as the burning or vaporizing of tobacco or compounds or solutions containing nicotine.
- F. "Electronic cigarette" or "e-cigarette" means an electronic device that delivers vapor which is inhaled by an individual user, and shall include any refill, cartridge and any other component of such a device.

V. Consequences for Violation of Policy

A. Violations by Students

Students who engage in conduct prohibited by this Policy will be referred for disciplinary consequences in accordance with the OHM BOCES' Code of Conduct.

B. Violations by Employees

Employees who engage in conduct prohibited by this Policy will be considered for corrective or disciplinary action in accordance with the Code of Conduct, applicable collective bargaining agreements, and OHM BOCES policy and practice.

C. Violations by Other Persons

Members of the public, including parents, employees of vendors and contractors, and other visitors, who engage in conduct that violates this Policy will first be asked to discontinue the offending conduct and advised of this Policy. Continued or repeat violation of the Policy may result in an individual being prohibited from further entry onto OHM BOCES property, at the discretion of the District Superintendent.

D. ~~Notification of Public Health Authorities~~

~~The District Superintendent may designate one or more OHM BOCES' staff members to report to the county's enforcement officer observed or reported violations of Public Health Law Section 1399-e, i.e. smoking occurring within 100 feet of the entrances, exits, or outdoor areas of any school building (other than within a residence or within the property boundary of a residence).~~

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §409; NYS Public Health Law Article 13-E and Article 13-F; 20 USC §§7181-7184 and 7971-7974

Adopted: 10/10/12

Revised: 09/12/18, _____

Policy

Draft 01/12/2022 – No Revisions

GENERAL COMMITMENTS

0030

Policy is Required
CODE OF ETHICS FOR ALL

BOARD OF COOPERATIVE EDUCATIONAL SERVICES PERSONNEL

I. Statement of Policy

The OHM BOCES must act as a careful steward of the resources given to us by the community for the education of our children. Observing ethical standards of conduct promotes public confidence in the OHM BOCES and its officers and employees.

The standard of conduct expected of every OHM BOCES officer and employee is that they will not engage in any conduct that calls into question the integrity of the management or operation of the OHM BOCES. The specific examples of conduct that violates this Code of Ethics which are set forth below are illustrative, and not exhaustive.

II. Scope of Policy

A. Positions to Which the Policy Applies

This Code of Ethics governs the conduct of members of the Board of Cooperative Educational Services, all OHM BOCES officers, whether paid or unpaid, and all OHM BOCES employees to include individuals working on a volunteer basis for the District.

B. Statutory Obligations

The Board of Cooperative Educational Services has adopted this Policy to meet its obligation under General Municipal Law Section 806. All OHM BOCES officers and employees are reminded that they may be subject to civil or criminal penalties for conduct that violates Article 18 of the General Municipal Law.

The Board of Cooperative Educational Services may conclude that a person's conduct violates the general standard of conduct required in Part I of this Policy, even if that conduct is not considered a violation of the General Municipal Law; however, nothing in this Policy shall be interpreted to permit any conduct that is prohibited by the General Municipal Law.

C. Reservation of Rights

It shall not be a violation of this Policy for a present or former officer or employee of the OHM BOCES to file on their own behalf, or on behalf of a family member, a claim, account, demand or suit against the OHM BOCES arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

CODE OF ETHICS FOR ALL
BOARD OF COOPERATIVE EDUCATIONAL SERVICES PERSONNEL

III. Consequences of Unacceptable Conduct

If the conduct of a Board of Cooperative Educational Services member or other officer fails to adhere to this Code of Ethics, the Board of Cooperative Educational Services member or officer may be subject to removal from the Board of Cooperative Educational Services.

If the conduct of an employee fails to adhere to this Code of Ethics, the employee will be subject to adverse employment action, including possible termination of employment, following procedures consistent with any applicable employment contract, collective bargaining agreement, or statute.

IV. Standards of Conduct

A. Gifts Worth \$75 or More

No officer or employee shall solicit or accept or receive a gift, directly or indirectly, under circumstances where it can reasonably be inferred that the gift was intended: (1) to influence them in the performance of their official duties, or (2) as a reward for any official action on their part. Among the prohibited gifts are money, services, loans, travel, entertainment, hospitality, and promises. This prohibition does not apply to gifts having a value less than \$75.

B. Confidential Information

No officer or employee shall disclose confidential information acquired by them in the course of their official duties or use such information to further their personal interest.

C. Services to Parties Coming Before the Board of Cooperative Educational Services

No officer or employee may receive compensation for rendering any services to an outside party with a matter before the Board of Cooperative Educational Services; nor may they enter into an express or implied agreement to receive such compensation. These prohibitions apply to agreements whether or not the compensation is to be contingent upon the Board of Cooperative Educational Services or the OHM BOCES administration taking, or not taking, a particular action.

D. Conflicts of Interest

1. *Definition of "Interest"*: An officer or employee has an interest in a transaction or contract if that person may experience a monetary or material gain or loss, based on the outcome of the contract award or

CODE OF ETHICS FOR ALL
BOARD OF COOPERATIVE EDUCATIONAL SERVICES PERSONNEL

transaction, whether the gain or loss is direct or indirect. An officer or employee is considered to have an interest in a transaction or contract if the contract or transaction is with: (a) that person's spouse, minor child, or dependent, except a contract of employment with the OHM BOCES which such officer or employee serves (b) a firm, partnership, or association of which that person is a member or employee, or (c) a corporation of which that person is a director, officer, or employee, or of which that person owns or controls any stock.

2. *General Rule:* No officer or employee shall have an interest in any contract to which the OHM BOCES is a party, or in any other matter coming before the Board of Cooperative Educational Services for action, if that individual's duties include: (a) negotiation, preparation, or approval of the contract or payment under the contract, (b) auditing bills or claims made under the contract, or (c) appointing someone who does any of those things. No chief fiscal officer or treasurer, or their deputy or employee, shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent, or investor of funds of the OHM BOCES.
3. *Exceptions:* The situations described in Section 802 of the General Municipal Law shall not be considered violations of this Code of Ethics.
4. *Disclosure of Interests:* Any officer or employee of the OHM BOCES who has an actual or potential interest, or whose spouse has an actual or potential interest, in any proposed or existing contract to which the OHM BOCES is a party, or other matter coming before the Board of Cooperative Educational Services for action, must disclose the nature and extent of their interest to the Board of Cooperative Educational Services, in writing, as soon as that person has knowledge of the circumstances. This disclosure shall be made a part of the Board of Cooperative Educational Service's minutes.

E. Investment Conflicts

No officer or employee shall invest or hold any investment directly in any financial, business, commercial, or other private transaction that creates a conflict with their official duties.

F. Employment Conflicts

No officer or employee shall hold, seek, or promise to take employment that creates a conflict with, or impairs the proper discharge of, their duties and responsibilities at the OHM BOCES.

CODE OF ETHICS FOR ALL
BOARD OF COOPERATIVE EDUCATIONAL SERVICES PERSONNEL

G. Post-Service Conflicts

After an officers or employees service with the OHM BOCES has ended, that person may not appear before the Board of Cooperative Educational Services, or any panel or committee of the Board of Cooperative Educational Services, in relation to any matter in which they had participated as an officer or employee of the OHM BOCES. Where a conflict of interest exists see Section IV. D. of this policy. This provision should only apply to one year post service with the OHM BOCES.

V. Procedure for Seeking an Opinion Involving the Code of Ethics

In those instances where an officer or employee has questions as to whether their actions or involvement in a particular matter may constitute or cause a question as to a potential conflict of interest, that officer or employee may contact the District Superintendent or his/her designee for guidance on the issue.

VI. Distribution of Code of Ethics

As part of the District Superintendent's general responsibility for implementation of Board of Cooperative Educational Services Policy, the District Superintendent shall ensure that: (1) each officer (including Board of Cooperative Educational Services members) and employee of the OHM BOCES receives a copy of this Code of Ethics before entering into their duties, and (2) a copy of Article 18 of the General Municipal Law is posted in each building under the control of the OHM BOCES in a place conspicuous to OHM BOCES' officers and employees.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: General Municipal Law Sections 800-808

Adopted: 07/10/02


Revised: 09/12/18

Reviewed: _____



MEMORANDUM

VII D. 5.
Approval of Policy 5001, 5006, 5007
DELETE 5007 (first reading)
March 9, 2022

TO: Cooperative Board
FROM: Patricia N. Kilburn, Ed.D. 
DATE: March 2022
SUBJECT: Board Policies
PREPARED BY: Joanna Keeler

Background

The Oneida-Herkimer-Madison Cooperative Board is responsible for establishing policies for the operation of OHM BOCES which include curricular, financial, and other policies.

The purpose of the OHM Board Policy Manual is to provide a comprehensive written listing of the Cooperative Board's current policies, rules and regulations.

Discussion

The OHM Policy Committee, with legal assistance from the Madison-Oneida-BOCES Labor Relations Department, have audited the following policies listed below and are seeking approval by the BOCES Board of Education.

Recommendations

It is recommended that the Cooperative Board adopt the following policies:

5000 SUPPORT OPERATIONS

- 5001 District-Wide Safety Plans and Building-Level Emergency Response Plans
- 5006 Closing of Facilities
- 5007 Closing Board of Cooperative Educational Services Programs

It is recommended that the Cooperative Board delete the following policy:

- 5007 Evaluating Existing Buildings (DELETE)

Resolution

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 effective.

5000 SUPPORT OPERATIONS

5001 District-Wide Safety Plans and Building-Level Emergency Response Plans

5006 Closing of Facilities

5007 Closing Board of Cooperative Educational Services Programs

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

I. Statement of Policy

A. Plan Adoption and Re-adoption

As required by State law, the Board of Cooperative Educational Services has adopted a comprehensive District-Wide Safety Plan and a Building Level Emergency Response Plan regarding crisis intervention and emergency response and management for each building in the OHM BOCES, and reviews and updates those plans annually by September 1st of each succeeding year.

B. Chief Emergency Officer

The District Superintendent is designated as the BOCES' Chief Emergency Officer. The Chief Emergency Officer is responsible for coordinating communication between OHM BOCES staff and law enforcement and first responders, ensuring staff understanding of the OHM BOCES level safety plan, and ensuring the annual review and updating of each building level emergency response plan.

II. District –Wide Safety Plan

A. Safety Team

The Board of Cooperative Educational Services shall appoint a District-Wide Safety Team, which shall include, but not be limited to, representatives of the Board of Cooperative Educational Services, teacher, administrator, and parent organizations, OHM BOCES safety personnel, and other OHM BOCES to develop a comprehensive District-Wide Safety Plan.

B. The District-Wide Safety Plan shall include at a minimum all the elements required by Commissioner's Regulation s 155.17(c)(1) and Education Law §2801-a (2).

C. Review and Update

1. The District-Wide School Safety Plan is reviewed and updated at least annually by the District-Wide Safety Team, which shall make recommendations to the Board of Cooperative Educational Services concerning appropriate amendments to the Plan.

2. The District-Wide Safety Plan must be made available for public comment at least thirty (30) days prior to adoption by the Board of Cooperative Educational Services of any proposed amendments to the Plan. The Board of

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

Cooperative Educational Services may ~~the adopt an amended~~ the District-Wide Safety Plan only after at least one public hearing has been held.

D. File with Commissioner of Education

A copy of the District-Wide Safety Plan and any amendments to the Plan shall be filed with the Commissioner of Education no later than thirty (30) days ~~after adoption~~ of approval by the Board of Cooperative Educational Services, but not later than October 1st of each year.

III. Building-Level Emergency Response Plan

A. Response Team

1. The Principal of each school building shall appoint a Building Level Emergency Response Team, which shall include but not be limited to representatives of teacher, administrator, and parent organizations, OHM BOCES safety personnel, other OHM BOCES personnel, community members, local law enforcement officials, local ambulance, fire officials or other emergency response agencies, and any other representatives the Board of Cooperative Educational Services deems appropriate.
2. The Building-Level Emergency Response Team shall develop an OHM BOCES emergency response plan, which shall be kept confidential and shall not be disclosed except to authorized OHM BOCES staff and law enforcement officers.

B. The Building-Level Emergency Response Plan shall include at a minimum all the elements required by Commissioner's Regulation 155.17(c)(1) and Education Law §2801-a (2).

C. Review and Update

The Building-Level Emergency Response Plan is reviewed and updated at least annually by the Building-Level Emergency Response Team.

D. File with Law Enforcement

A copy of each Building-Level Emergency Response Plan and any amendment shall be filed with appropriate local law enforcement officials and with the State Police within thirty (30) days after adoption but no later than October 15th of each year.

IV. Implementation and Training

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

A. Notice to Commissioner

The District Superintendent shall notify the Commissioner as soon as possible whenever the emergency plan or building level safety plan is activated and results in the closing of a building in the OHM BOCES except that closures due to routine snow emergencies will not be reported.

B. Staff Training

All OHM BOCES and staff shall receive annual training by September 15th of each school year, or within thirty (30) days of hire, whichever is sooner, on the emergency response plan. This safety training shall include components of violence prevention and mental health. The District Superintendent shall be responsible for making the necessary certification of this training to the State Education Department.

C. Annual Information for Students and Staff

The OHM BOCES shall, at least once every school year, conduct one test of its emergency procedures.

D. Emergency Drill

The District/BOCES shall, at least once every school year, conduct one test of its emergency procedures.

V. Response to Student Conduct

OHM BOCES personnel have primary responsibility for responding to student misconduct that violates, or may violate the OHM BOCES Code of Conduct. Law enforcement personnel should be asked to intervene only when intervention by OHM BOCES personnel would create unreasonable risk to the OHM BOCES personnel or other persons, including the offending student, or when the additional training, techniques, and equipment available to law enforcement personnel is necessary to prevent additional injury to affected persons, including the offending student, or to restore order.

VI. Contracts With Law Enforcement or Other Security Agencies

A. Board of Cooperative Educational Services Responsibility

The Board of Cooperative Educational Services is responsible for determining whether, when, and to what extent OHM BOCES funds shall be used to engage the assistance of law enforcement or other security agencies, and the proper role of those personnel in the schools. When the Board of Cooperative Educational Services decides to secure the assistance of law enforcement or other security agency

SUPPORT OPERATIONS

DISTRICT-WIDE SAFETY PLANS AND BUILDING-LEVEL
EMERGENCY RESPONSE PLANS

personnel, it shall do so by contract, memorandum of agreement, or other legally binding agreement.

B. Development of a School Security Services Agreement

1. The contract or memorandum of agreement for the procurement of law enforcement or other security agency services shall be developed with input from a working group consisting of representatives of: the Board of Cooperative Educational Services, parents, students, OHM BOCES administrators, teachers, other OHM BOCES personnel, collective bargaining units, parent and student organizations, community members, probation officers, prosecutors, defense counsel, and courts that are familiar with school discipline matters. Whenever feasible, the representatives of the school community shall be drawn from the District-Wide Safety Team.
2. When the OHM BOCES enters into an agreement for the procurement of school security services, the agreement shall include, but not be limited to, the following elements:
 - a. define the relationship between the OHM BOCES and the contracted school security personnel;
 - b. coordinate with the OHM BOCES Code of Conduct.
 - c. delegate to OHM BOCES personnel the role of OHM BOCES discipline; and
 - d. define the roles and responsibilities of the law enforcement or security personnel within the school community.
3. A school security services agreement approved by the Board of Cooperative Educational Services shall be incorporated into the District-Wide Safety Plan and published with the Plan.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §2801-a; 8 NYCRR 155.17, Safe Schools Against Violence in Education Act (SAVE) ; NYS Fire Prevention and Building Code; and NYSED Manual of Planning Standards

Adopted: 07/10/02

Revised: 11/14/18, _____

SUPPORT OPERATIONS

CLOSING OF FACILITIES

I. Statement of Policy

The Board of Cooperative Educational Services may find it necessary to consider closure and/or change of use of any school facility. At such time, the Board of Cooperative Educational Services will seek professional advice and provide opportunities for staff and component district involvement.

II. Advisory Committee

The Board of Cooperative Educational Services shall appoint an advisory committee consisting of the Board of Cooperative Educational Services members, administrative staff, component district representatives, and architect(s) and/or professionals qualified to evaluate facilities. The committee will provide an analysis as to the effect of the proposed OHM BOCES closure and will receive component district comment on any issues relating to such closure.

III. Summary

The committee's summary shall be provided to the Board of Cooperative Educational Services and available for review prior to the presentation of such report at a regular OHM BOCES Board meeting.

IV. Decision Regarding Closure

After all essential information has been obtained and evaluated by the Board of Cooperative Educational Services; the Board of Cooperative Educational Services will retain the final decision regarding the OHM BOCES closure.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §§1950-1709 and 1805

Adopted: 07/10/02

Revised: 11/14/18, _____

Policy

Draft 01/26/2022

SUPPORT OPERATIONS

5007 Renumber from 5009

EMERGENCY CLOSING
BOARD OF COOPERATIVE EDUCATIONAL SERVICES PROGRAMS

In the event it is necessary to close the OHM BOCES for the day for inclement weather or other emergency reasons, an announcement thereof shall be made with the appropriate media.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 01/09/19, _____

EVALUATING EXISTING BUILDINGS

I. Annual Evaluations

All facilities will be evaluated annually to ensure that OHM BOCES buildings not only meet safety and building code requirements, but also operate in such a manner as to achieve the desired educational programming and outcomes.

II. Rehabilitation And Remodeling Requests

The District Superintendent or designee will solicit input from building principals regarding facility changes and remodeling plans. Building Principals, in turn, will seek staff input as they develop their recommendations. The District Superintendent shall present to the Board of Cooperative Educational Services, on an annual basis, an updated school facilities priority list reflecting major rehabilitation and remodeling requests.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Education Law §§408, 408 and 1950; 8 NYCRR 155.1

Adopted: 07/10/02

Revised: 11/14/18