



Oneida-Herkimer-Madison BOCES

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

AGENDA

Cooperative Board Regular Meeting

June 8, 2022 4:30 p.m.

The Overlook Room

Middle Settlement Road, New Hartford, New York

Draft Timeline

4:30 I. Call to Order

II. Pledge of Allegiance

4:35 III. Recognition

IV. Recognition of Visitors

Oath of Office administered to re-elected Board Members:

1. Mr. Thomas
2. Mr. Nelson
3. Dr. Porcelli
4. Mr. Stewart

V. Communications

A. From the Floor

- General questions from board members?
- Commentary from board members?

- NYSSBA's 2022 Annual Convention & Education Expo
October 27-29, 2022 at the Oncenter and Marriott Syracuse
Downtown, Syracuse, NY.
Registration opens August 1, 2022

B. Correspondence

- BTA Update Letter

VI. Reports

- District Superintendent Report-Patricia Kilburn
 - Follow Up: updates regarding Board requests for information, ideas and/or questions
 - Employee Recognition
 - BOCES Budget's: a way for Cooperative Board Members to learn more about them, and what is being done to contain costs

 - Facilities Update
 - Windows and Door Project
 - Lincoln Avenue Lease

 - Presentation: Division Integration Plan (DIP) Update
 - A review of the rationale for the plan, and an update on implementation

- NSBA Convention Report (Tabled from May Meeting)
 - o Reports by attendees

VII. A. Approval of the Minutes of the Regular Meeting of May 11, 2022 (page 13)

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

B. Financial Report (page 33)

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

C. Personnel Report (page 53)

a. Retirements

1. Non-Instructional/Classified Staff

b. Resignations

1. Teaching/Certified Staff
2. Non-Instructional/Classified Staff

c. Unpaid Leave(s) of Absence

1. Non-Instructional/Classified Staff

d. Appointments

1. Teaching/Certified Staff

- a. Recommendation for Long-Term Substitute
- b. Recommendation for Temporary Appointment(s)
- c. Recommendation for Tenure Appointment(s)

2. Non-Instructional/Classified Staff

- a. Recommendation for Provisional Appointment
- b. Recommendation for Probationary Appointment(s)
- c. Recommendation for Part-Time Appointment(s)
- d. Recommendation for Temporary Appointment(s)
- e. Recommendation for Permanent Appointments from Civil Service Listing
- f. Recommendation for Non-Instructional Temporary Appointments

e. Stipends

1. Teaching/Certified Staff

f. Summer School

1. Teaching/Certified Staff

- a. Recommendation for Summer School Appointments –Career and Technical Education
- b. Recommendation for Special Education Summer School Appointments
- e. Recommendation for Additional Stipends – Special Education Summer School
- f. Recommendation for Extra Assignments – Special Education Staff

2. Non-Instructional/Classified Staff

- a. Recommendation for Special Education Summer School Appointments

D. Action Items (page 77)

1. Approval of Board Policy 5005 Inspection, Operation and Maintenance of Facilities; 5301 Purpose, Use and Administration of OHM BOCES Digital Information Systems; 5302 Usage of Surveillance Security Cameras in the Oneida-Herkimer; 5307 Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy); 5500 Flag Display DELETE 5301 Social Media and Electronic Device; 5402 Vehicle Safety
2. Approval of Board Clerk Pro Tempore
3. Approval of Designation of the Date of the Reorganizational/Regular Meeting in July 2022
4. Approval of Cooperative Bidding Agreement/Madison-Oneida BOCES
5. Approval of Adoption of State Environmental Quality Review Resolution
6. Approval of FY 2022-2023 State-Wide Instructional Technology Agreements
7. Approval of Salveo Healthcare Solutions Contract
8. Approval of Creation of Accounting Supervisor Position
9. Approval of Graphic Services Supervisor Salary
10. Approval to Enter into Article 5G, Intermunicipal Cooperative Agreement
11. Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Lease Agreement

12. Approval of Consultant Committee Membership
13. Approval of Consultant Committee Membership
14. Approval of Consultant Committee Membership
15. Approval of Contracts

5:50 VIII. Board Topic(s)/Discussion Item(s) (Tabled from May Meeting)

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.

- Cooperative Board Committees: Please be prepared to discuss the following questions:
 - How might the Cooperative Board best leverage committees to keep the work of the Board in motion, and to keep the full Cooperative Board appropriately informed?
 - Should committees have chair-persons or coordinators?
 - Should the committees have pre-established meeting dates?
 - Should the committees have established expectations, outcomes, reports etc....?

- Cooperative Board Membership: Please be prepared to discuss the following questions:
 - How do Board members remain informed?
 - About the BOCES?
 - In between meetings?
 - How do Board members prepare for board discussion in advance?
 - What should be a reasonable expectation for board attendance at meetings?
 - What are reasonable expectations for Board member participation in meetings?

6:35 IX. Old Business

6:50 X. Executive Session

Executive Session Items:

X	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 BAA 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

Agenda
Cooperative Board Regular Meeting
June 8, 2022
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XI. Action Item(s) for Approval (*continuation of VII*)

7:00 Adjournment to Dinner

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

FOR THE MONTH ENDING APRIL 2022

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,892.60	0.32	-	7,892.92
GENERAL	JPM/CHASE	MMKT	6,501,555.07	9,349,441.16	7,575,292.03	8,275,704.20
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,020,559.54	4,800,142.10	4,679,119.04	3,141,582.60
GENERAL-MULTI C/R	JPM/CHASE	CHECK	2,730.10	9,589,025.25	9,265,000.00	326,755.35
GENERAL-LEARNING	JPM/CHASE	CHECK	4,363.70	960.20	5,000.00	323.90
GENERAL-MULTI C/R	NBT	MMKT	6,356.06	5,842.54	12,000.00	198.60
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	299,263.22	299,263.22	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	288.81	-	-	288.81
LUNCH C/R	JPM/CHASE	CHECK	1,298.66	5,559.01	6,500.00	357.67
LUNCH-MULTI C/R	NBT	MMKT	17,860.27	14,391.50	10,000.00	22,251.77
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	634.13	-	-	634.13
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	3,492.07	3,492.07	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	75,226.88	1,253.10	-	76,479.98
EXTRA-CURR/CM	JPM/CHASE	MMKT	17,736.66	-	476.97	17,259.69
TOTAL CASH			9,656,502.48	24,069,370.47	21,856,143.33	11,869,729.62

TOTAL CASH BY FUND:

CAPITAL	7,892.92
GENERAL	11,744,564.65
SCHOOL LUNCH	22,898.25
SPECIAL AID	634.13
TRUST/AGENCY	76,479.98
EXTRA-CURRICULAR	17,259.69
TOTAL	11,869,729.62

TOTAL CASH BY BANK:

JPM/CHASE	11,753,539.58
NBT	116,190.04
TOTAL	11,869,729.62

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
4,439,475.08	1,297,892.48	3,141,582.60

17,847.31 587.62 17,259.69

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, April
June 8, 2022

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

BOARD MEETING PRESENTATION
 April 30, 2022

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 17,736.66	FUTURE FARMERS OF AMERICA	\$ 9,835.03
PLUS: RECEIPTS	\$ -	SKILLS USA	\$ 4,985.10
LESS: EXPENDITURES	\$ 476.97	P-TECH	2,439.56
BALANCE: END OF MONTH	\$ 17,259.69	SALES TAX	\$ -
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	\$ 17,259.69
BALANCE PER BANK STATEMENT	\$ 17,847.31		
PLUS: DEPOSITS IN TRANSIT			
LESS: OUTSTANDING CHECKS	\$ (587.62)		
RECONCILED BALANCES	\$ 17,259.69		
CASH: END OF MONTH	\$ 17,259.69	CASH: END OF MONTH	\$ 17,259.69

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

Carol Blaine
 TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

DEPOSITS IN TRANSIT		RECONCILING ITEMS		OUTSTANDING CHECKS	
DATE	AMOUNT		CHECK NUMBER	AMOUNT	
			1272	50.00	
			1280	60.65	
			1305	25.00	
			1306	67.97	
			1307	384.00	
	TOTAL				
	-		TOTAL		\$ 587.62

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2022

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	1,920,605.33	1,865,544.72	0.00
002 CAPITAL/RENT EXPENDITURES			3,151,643.02	-10,973.77	3,140,669.25	2,512,535.43	628,133.82	0.00
101 OCCUPATIONAL EDUCATION			7,068,932.00	35,669.07	7,104,601.07	5,531,673.61	1,458,250.30	0.00
102 ADULT EDUCATION			37,130.00	0.00	37,130.00	29,704.00	7,426.00	0.00
103 SECONDARY OCC ED/MADISON BOCES			0.00	22,118.00	22,118.00	17,694.40	4,423.60	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED			542,754.00	-73,153.80	469,600.20	378,579.34	91,020.86	0.00
109 OCC. ED./MADISON BOCES			0.00	19,108.00	19,108.00	14,331.00	4,777.00	0.00
201 8:1:2 PROGRAM			7,705,050.00	237,623.04	7,942,673.04	6,274,205.30	1,668,882.74	0.00
202 INTENSE MGMT NEEDS/MADISON BOCES			0.00	59,454.00	59,454.00	47,563.20	11,890.80	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,088,196.00	288,666.45	1,376,862.45	1,080,392.73	296,469.72	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,821,009.00	-332,626.62	2,488,382.38	2,000,918.10	486,464.28	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			0.00	510,472.75	510,472.75	396,520.86	113,951.89	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			378,329.00	224,083.53	602,412.53	463,462.64	138,949.89	0.00
209 12:1:4 DEV/MD PROGRAM			4,961,271.00	1,433,027.53	6,394,298.53	4,967,624.90	1,421,588.63	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			0.00	424,779.75	424,779.75	347,867.50	76,912.25	0.00
216 6:1:2 PROGRAM			2,193,436.00	429,514.45	2,622,950.45	2,018,968.52	591,369.76	1,009.79
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			0.00	273,068.70	273,068.70	210,221.89	62,846.81	0.00
225 ELEM IMN 6:1:2.5/MADISON			0.00	425,741.00	425,741.00	344,088.58	81,652.42	0.00
226 Staffing 1:12:1			0.00	2,940.00	2,940.00	980.00	1,960.00	0.00
303 ART			167,427.40	0.00	167,427.40	133,941.92	33,485.48	0.00
305 GUIDANCE			248,027.00	38,158.00	286,185.00	228,524.03	57,660.97	0.00
306 TECHNOLOGY			75,352.20	0.00	75,352.20	60,281.76	15,070.44	0.00
308 PHYSICAL EDUCATION			40,922.00	0.00	40,922.00	32,737.60	8,184.40	0.00
310 NURSE PRACTITIONER			370,963.20	16,229.64	387,192.84	308,363.15	78,829.69	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	46,166.40	11,541.60	0.00
313 SCHOOL PSYCHOLOGIST			333,260.00	-116,792.92	216,467.08	172,773.96	43,618.12	0.00
314 SCHOOL SOCIAL WORKER			427,084.80	-86,232.57	340,852.23	265,173.20	75,679.03	0.00
315 SPEECH IMPROVEMENT			618,351.90	59,306.20	677,658.10	539,722.97	137,935.13	0.00
316 VISUALLY IMPAIRED			196,172.65	-94,701.70	101,470.95	83,219.03	18,251.92	0.00
317 COMPUTER INSTRUCTION			71,528.89	0.00	71,528.89	57,223.12	14,305.77	0.00
318 DEAF			254,786.40	-113,238.40	141,548.00	113,753.12	27,794.88	0.00
321 PHYS. THERAPY			156,304.20	-10,821.00	145,483.20	116,283.50	29,199.70	0.00
322 OCCUPATIONAL THERAPY			271,671.78	8,174.20	279,845.98	222,939.53	56,906.45	0.00
325 HOME ECONOMICS			224,796.00	-102,180.00	122,616.00	98,092.80	24,523.20	0.00
326 ENGLISH/SECOND LANG. INTSR.			607,968.00	62,725.27	670,693.27	514,872.90	155,791.80	0.00
332 CURRICULUM SUPERVISION COORDINATION			0.00	96,667.26	96,667.26	61,342.62	35,324.64	0.00
338 MUSIC TEACHER			249,006.80	-108,495.82	140,510.98	108,644.04	31,866.94	0.00
339 FRENCH			88,550.40	-88,550.40	0.00	0.00	0.00	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: 04/30/2022

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	38,985.00	38,985.00	17,775.90	20,856.10	0.00
346	AUDIOLOGY/OSWEGO BOCES		0.00	148,965.43	148,965.43	121,153.41	35,185.84	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	58,405.44	14,601.36	0.00
357	BILINGUAL/ESL ITINERANT MADISON BOCE		0.00	20,860.00	20,860.00	16,688.00	4,172.00	0.00
358	HEARING IMPAIRED SERVICES/MADISON BO		0.00	9,765.00	9,765.00	4,882.50	4,882.50	0.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		0.00	5,742.00	5,742.00	4,373.20	1,368.80	0.00
405	PERFORMING ARTS		65,125.50	170,732.71	235,858.21	144,459.06	90,271.98	0.00
408	ALTERNATIVE EDUCATION		5,805,693.00	173,959.04	5,979,652.04	4,732,722.40	1,229,757.10	0.00
410	HOSPITAL BASED/ONONDAGA BOCES		0.00	13,932.00	13,932.00	13,586.84	3,867.44	3,522.28
411	ALTERNATIVE H.S. EQUIV		69,192.00	-57,660.00	11,532.00	6,919.20	4,612.80	0.00
415	EXPLORATORY ENRICHMENT		3,347.64	0.00	3,347.64	2,678.11	669.53	0.00
416	TUTORING/MONROE I BOCES		0.00	0.00	0.00	207.81	0.00	207.81
417	GED - EA - MADISON BOCES		140,700.00	3,740.69	144,440.69	115,015.69	29,425.00	0.00
420	REGIONAL PROGRAM EXCELLENCE		137,550.00	14,078.74	151,628.74	117,216.00	29,304.00	0.00
424	EXPLORATORY ENRICHMENT/ROCKLAND BOCE		0.00	61,897.50	61,897.50	44,212.50	17,685.00	0.00
426	Distance Learning		0.00	55,702.00	55,702.00	41,482.09	14,219.91	0.00
428	SUMMER SCHOOL		661,180.00	56,134.72	717,314.72	531,586.70	182,213.12	0.00
438	DISTANCE LEARNING		3,347,920.58	-110,048.40	3,237,872.18	2,150,560.44	783,946.58	595.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		0.00	0.00	0.00	4.17	0.00	4.17
479	DL SYNERGY VIRTUAL HS/CITI BOCES		0.00	362,250.00	362,250.00	228,515.94	133,734.06	0.00
502	EDUCATIONAL COMMUNICATIONS		1,011,326.77	47,811.73	1,059,138.50	721,233.17	185,047.35	3,246.80
504	TECHNICAL REPAIR SERVICE		788,684.19	114,383.00	903,067.19	600,318.31	164,570.64	0.00
505	PRINTING		1,242,969.00	-288,262.89	954,706.11	676,347.66	284,152.25	13,551.76
507	PRINTING/MADISON		0.00	1,262.59	1,262.59	901.85	360.74	0.00
509	SCH. CURRICAYUGA BOCES		0.00	25,239.96	25,239.96	21,680.33	5,047.98	1,488.35
510	LEARNING TECHNOLOGY		2,676,591.58	6,210,805.77	8,887,397.35	4,628,111.04	3,228,110.45	0.00
511	SCH. CURR./CAPITAL REGION		0.00	4,520.25	4,520.25	2,660.75	2,029.65	170.15
514	MODEL SCHOOLS-MADISON BOCES		310,991.00	-22,028.00	288,963.00	231,170.40	57,792.60	0.00
515	COMMON LEARNING OBJ-MADISON BOCES		1,917,970.00	3,835,849.24	5,753,819.24	4,148,032.53	1,605,786.71	0.00
518	SCIENCE KITS		1,256,744.60	148,468.99	1,405,213.59	984,689.95	252,935.88	0.00
520	SCH CURR./MADISON BOCES		0.00	990.00	990.00	650.96	339.04	0.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		965,848.80	629,851.65	1,595,700.45	1,197,287.70	373,120.13	0.00
530	School/Curriculum Improvement Planni		0.00	351.45	351.45	295.76	117.15	61.46
535	SCH CURRIC/HERKIMER BOCES		0.00	600.00	600.00	0.00	600.00	0.00
538	MODEL SCHOOLS		292,127.35	-4,079.61	288,047.74	219,309.87	54,827.48	0.00
542	SCH CURR/JEFF-LEWIS BOCES		0.00	50.00	50.00	30.00	20.00	0.00
543	HRD/SFTWARE/OSWEGO BOCES		0.00	13,881.81	13,881.81	8,972.09	5,129.99	220.27
545	COMMUNITY SCHOOL RESOURCES		0.00	1,054,988.00	1,054,988.00	737,092.18	317,895.82	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		0.00	2,925.00	2,925.00	2,499.67	667.52	242.19

* 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: 04/30/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			0.00	2,079.00	2,079.00	3,249.50	1,039.50	2,210.00
560 CPSE			136,320.00	187.98	136,507.98	109,056.00	27,264.00	0.00
565 School/Curriculum Improvement Planni			0.00	21,560.00	21,560.00	10,633.33	10,633.33	0.00
571 INSTRCTNL TECHNOLOGY/ORANGE-ULSTER B			0.00	1,212.20	1,212.20	865.85	346.35	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			588,067.00	-297,233.63	290,833.37	214,227.20	53,556.80	0.00
575 VOCATIONAL ASSESSMENT			11,964.00	541.79	12,505.79	9,571.20	2,392.80	0.00
576 LIBRARY MEDIA SERVICE			733,430.06	71,325.95	804,756.01	605,257.94	151,824.00	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			171,522.50	3,363.00	174,885.50	139,708.75	35,176.75	0.00
601 COMPUTER SERVICES - MADISON BOCES			5,752,354.00	6,406,998.19	12,159,352.19	9,064,344.99	3,095,007.20	0.00
602 NEGOTIATIONS - MADISON BOCES			388,172.00	-53,414.10	334,757.90	266,191.88	68,566.02	0.00
603 SCHOOL COMMUNICATIONS			463,191.62	45,543.12	508,734.74	382,958.52	100,967.18	305.39
604 CENTRAL BUSINESS OFFICE			330,657.76	4,720.68	335,378.44	255,699.68	68,419.33	0.00
607 STAFF DEVELOPMENT - BUS DRIVERS			12,325.00	0.00	12,325.00	9,860.00	2,465.00	0.00
608 PLANNING SER: MANAGEMENT OCM BOCES			55,720.00	-483.00	55,237.00	44,190.29	11,047.40	0.69
610 TELEPHONE INTERCONNECT			2,830,279.57	-1,614,029.95	1,216,249.62	669,483.23	177,453.23	1,370.73
611 REGIONAL BUS MAINTENANCE-MADISON BOC			188,242.00	-1,242.00	187,000.00	149,600.00	37,400.00	0.00
612 HEALTH COORDINATION/HERKIMER BOCES			11,977.00	282.00	12,259.00	9,807.20	2,451.80	0.00
613 FACILITY SERVICES			52,932.00	1,545.65	54,477.65	42,345.60	10,586.40	0.00
615 POLICY PLANNING ERIE I			11,094.00	614.60	11,708.60	9,366.88	2,341.72	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			16,536.00	1,657.50	18,193.50	14,223.30	3,970.20	0.00
617 TEACHER RECRUITING SERVICE			0.00	8,488.21	8,488.21	5,994.41	2,493.80	0.00
618 EMPLOYEE BENEFIT COORDINATION			119,055.00	2,769.65	121,824.65	95,244.00	23,811.00	0.00
619 COOPERATIVE BIDDING-HERKIMER BOCES			23,949.00	1,551.00	25,500.00	20,400.00	5,100.00	0.00
620 SAFETY COORDINATOR			768,241.40	-99,488.07	668,753.33	506,525.76	129,675.93	13,447.17
621 COORDINATION OF INSURANCE MANAGEMENT			6,750.00	218.07	6,968.07	5,400.00	1,350.00	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			9,584.00	112.00	9,696.00	7,756.49	1,939.51	0.00
623 STATE AID PLANNING - QUESTAR III BOC			0.00	43,415.00	43,415.00	34,659.23	8,755.77	0.00
625 SUBSTITUTE TEACHER SERVICE			166,920.00	3,855.29	170,775.29	133,536.00	33,384.00	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			625,955.00	21,558.72	647,513.72	500,764.00	125,191.00	0.00
627 RECORDS RETENTION			99,360.00	28,718.17	128,078.17	100,346.97	25,086.75	0.00
628 TELECOMMUNICATIONS			301,524.24	119,838.30	421,362.54	513,735.60	60,304.84	260,516.20
631 COOPERATIVE BID/MAD. BOCES			17,125.00	718.72	17,843.72	14,274.97	3,568.75	0.00
632 HEALTH CARE COORD/DELAWARE BOC			0.00	20,796.00	20,796.00	17,313.59	4,159.20	676.79
633 GASB 45 PLNG/QUESTAR III			24,752.00	0.00	24,752.00	19,801.60	4,950.40	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			13,302.00	-964.23	12,337.77	10,641.60	1,696.17	0.00
636 GASB 45 PLANNING/CLINTON-ESSEX			15,450.00	-11,460.00	3,990.00	3,192.00	798.00	0.00
637 FIXED ASSET INVENTORY/QUESTAR III			15,348.00	17,668.00	33,016.00	18,006.57	15,009.43	0.00
639 TRANSP./MADISON BOCES			11,359.00	1,183.00	12,542.00	7,535.82	5,006.18	0.00
640 DRUG TESTING/JEFF-LEWIS BOCES			20,704.00	2,647.00	23,351.00	16,595.09	6,755.91	0.00
641 ON-LINE APPL./PUTNAM BOCES			43,544.00	128.00	43,672.00	35,397.34	8,734.40	459.74

* 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: 04/30/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
646	MEDICAID REIMBURSEMENT/MADISON BOCES		36,907.50	1,532.41	38,439.91	29,580.97	8,858.94	0.00
647	PLANNING SERVICE/MADISON BOCES		0.00	750.00	750.00	0.00	750.00	0.00
649	ACA COMPLIANCE/MADISON BOCES		0.00	15,896.00	15,896.00	12,716.80	3,179.20	0.00
650	TESTING - NYS ALT ADDMT-CAP REGION B		0.00	79,800.00	79,800.00	64,278.85	15,960.00	438.85
651	SCRIC/BROOME BOCES		49,625.00	-1,616.92	48,008.08	38,177.17	10,056.46	225.55
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	18,912.00	4,728.00	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		0.00	17,524.00	17,524.00	14,019.20	3,504.80	0.00
Total GENERAL FUND			73,239,222.55	21,069,542.37	94,308,764.92	66,513,160.11	23,355,820.94	313,335.10

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
 As Of Date: 04/30/2022
 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: 04/30/2022

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		3,568,328.20	43,842.84	3,612,171.04	1,775,579.72	247,640.12	1,588,951.20
002 CAPITAL/RENT EXPENDITURES		3,151,643.02	-10,973.77	3,140,669.25	3,037,855.09	102,814.16	0.00
101 OCCUPATIONAL EDUCATION		5,169,524.77	-44,710.85	5,124,813.92	3,624,950.18	1,377,670.14	122,193.60
103 SECONDARY OCC ED/MADISON BOCES		0.00	22,118.00	22,118.00	17,639.11	0.00	4,478.89
105 SUMMER COSMETOLOGY		14,280.00	1,644.78	15,924.78	15,924.78	0.00	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED		722,572.00	29,022.59	751,594.59	467,400.30	230,047.27	54,147.02
109 OCC. ED./MADISON BOCES		0.00	19,108.00	19,108.00	14,808.70	0.00	4,299.30
201 8:1:2 PROGRAM		5,096,874.47	241,316.00	5,338,190.47	3,242,834.02	1,432,501.89	662,854.56
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	59,454.00	59,454.00	47,414.57	0.00	12,039.43
203 12:1:1 ADJUSTMENT PROGRAM		636,736.67	417,555.72	1,054,292.39	398,402.09	187,938.24	467,952.06
204 12:1:1 MILD/MODERATE PROGRAM		1,298,736.02	138,558.95	1,437,294.97	833,276.24	410,458.30	193,560.43
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		0.00	510,472.75	510,472.75	399,665.71	0.00	110,807.04
206 TRANSITIONAL PLNG & IMPLEMENTATION		353,473.00	212,039.13	565,512.13	320,438.30	2,006.25	243,067.58
209 12:1:4 DEV/MD PROGRAM		3,263,241.22	568,052.44	3,831,293.66	1,879,788.01	898,075.45	1,053,430.20
214 SPECIAL ED. OPTION III/MADISON BOCES		0.00	424,779.75	424,779.75	342,392.52	0.00	82,387.23
216 6:1:2 PROGRAM		1,518,621.14	372,307.66	1,890,928.80	978,621.04	364,194.49	548,113.27
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	0.00	0.00	36,000.00	0.00	-36,000.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		0.00	273,068.70	273,068.70	211,696.97	0.00	61,371.73
225 ELEM IMN 6:1:2.5/MADISON		0.00	425,741.00	425,741.00	345,893.06	0.00	79,847.94
226 Staffing 1:12:1		0.00	2,940.00	2,940.00	0.00	0.00	2,940.00
303 ART		255,112.20	-11,959.10	243,153.10	160,720.99	83,806.59	-1,374.48
305 GUIDANCE		237,642.60	38,158.00	275,800.60	183,710.14	84,300.71	7,789.75
306 TECHNOLOGY		114,017.20	0.00	114,017.20	88,434.39	28,416.48	-2,833.67
308 PHYSICAL EDUCATION		77,850.00	0.00	77,850.00	48,605.13	25,658.86	3,586.01
310 NURSE PRACTITIONER		402,955.20	16,229.64	419,184.84	290,461.70	105,256.30	23,466.84
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	44,473.80	19,060.20	0.00
313 SCHOOL PSYCHOLOGIST		502,635.40	-202,738.92	299,896.48	268,929.48	110,054.81	-79,087.81
314 SCHOOL SOCIAL WORKER		416,922.00	2,743.43	419,665.43	288,486.63	96,835.69	34,343.11
315 SPEECH IMPROVEMENT		596,384.90	69,306.20	665,691.10	440,614.19	175,304.14	39,772.77
316 VISUALLY IMPAIRED		190,581.05	-94,701.70	95,879.35	73,662.16	39,805.10	-17,587.91
317 COMPUTER INSTRUCTION		84,234.76	0.00	84,234.76	59,445.03	18,374.59	6,415.14
318 DEAF		246,798.40	-113,238.40	133,560.00	92,284.29	48,837.25	-7,561.54
321 PHYS. THERAPY		151,112.00	-10,821.00	140,291.00	100,512.52	40,329.51	-551.03
322 OCCUPATIONAL THERAPY		260,388.73	8,174.20	268,562.93	193,260.56	77,063.72	-1,761.35
325 HOME ECONOMICS		274,920.80	-79,678.50	195,242.30	146,130.25	57,810.90	-8,698.85
326 ENGLISH/SECOND LANG. INTSR.		665,219.70	81,724.27	746,943.97	483,407.68	216,845.49	46,690.80
332 CURRICULUM SUPERVISION COORDINATION		0.00	96,667.26	96,667.26	75,233.76	0.00	21,433.50
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: 04/30/2022
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	181,032.90	78,658.00	14,029.78
339	FRENCH	85,355.20	-85,355.20	0.00	0.00	0.00	0.00
345	SHARED BUSINESS OFFICIAL	0.00	38,985.00	38,985.00	35,499.71	0.00	3,485.29
346	AUDIOLOGY/OSWEGO BOCES	0.00	148,965.43	148,965.43	116,956.05	0.00	32,009.38
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:/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	53,516.98	17,731.73	2,850.04
357	BILINGUAL/ESL ITINERANT MADISON BOCES	0.00	20,860.00	20,860.00	16,635.77	0.00	4,224.23
358	HEARING IMPAIRED SERVICES/MADISON BOCES	0.00	9,765.00	9,765.00	5,859.00	0.00	3,906.00
380	SHARED FACILITIES DIRECTOR	0.00	0.00	0.00	15,865.01	0.00	-15,865.01
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	170,437.23	234,761.73	189,888.38	23,181.64	21,691.71
408	ALTERNATIVE EDUCATION	4,862,994.31	103,023.86	4,966,018.17	3,156,148.92	1,439,511.17	370,358.08
410	HOSPITAL BASED/ONONDAGA BOCES	0.00	13,932.00	13,932.00	9,828.00	0.00	4,104.00
411	ALTERNATIVE H.S. EQUIV	69,084.00	-57,660.00	11,424.00	38,267.96	17,962.34	-44,806.30
415	EXPLORATORY ENRICHMENT	3,347.64	0.00	3,347.64	0.00	0.00	3,347.64
417	GED - EA - MADISON BOCES	140,700.00	3,740.69	144,440.69	114,376.31	0.00	30,064.38
420	REGIONAL PROGRAM EXCELLENCE	126,709.00	13,990.60	140,699.60	100,107.10	34,046.29	6,546.21
424	EXPLORATORY ENRICHMENT/ROCKLAND BOCES	0.00	61,897.50	61,897.50	37,138.50	6,189.75	18,569.25
426	Distance Learning	0.00	55,702.00	55,702.00	42,519.30	0.00	13,182.70
428	SUMMER SCHOOL	627,696.00	55,505.43	683,201.43	683,477.65	14,837.18	-15,113.40
438	DISTANCE LEARNING	3,231,630.82	-94,614.77	3,137,016.05	1,712,888.26	572,748.85	851,378.94
479	DL SYNERGY VIRTUAL HS/CITI BOCES	0.00	362,250.00	362,250.00	259,336.02	0.00	102,913.98
502	EDUCATIONAL COMMUNICATIONS	967,520.00	47,811.73	1,015,331.73	606,949.35	381,518.72	26,863.66
504	TECHNICAL REPAIR SERVICE	1,112,123.34	117,118.98	1,229,242.32	639,162.33	212,926.02	377,153.97
505	PRINTING	1,251,571.99	-171,435.86	1,080,136.13	709,363.84	266,972.08	103,800.21
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	14,593.12	3,548.93	7,097.91
510	LEARNING TECHNOLOGY	2,586,780.19	6,301,447.29	8,888,227.48	3,047,969.28	5,641,601.70	198,656.50
511	SCH. CURR/CAPITAL REGION	0.00	4,520.25	4,520.25	3,113.25	0.00	1,407.00
514	MODEL SCHOOLS-MADISON BOCES	310,991.00	-22,028.00	288,963.00	230,448.01	0.00	58,514.99
515	COMMON LEARNING OBJ-MADISON BOCES	1,917,970.00	3,835,849.24	5,753,819.24	5,272,478.63	0.00	481,340.61
518	SCIENCE KITS	1,169,660.07	134,608.99	1,304,269.06	830,222.12	208,292.23	265,754.71
520	SCH CURR./MADISON BOCES	0.00	990.00	990.00	706.15	0.00	283.85
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	976,258.79	724,395.68	1,700,654.47	943,182.55	163,427.35	594,044.57
530	School/Curriculum Improvement Planning	0.00	351.45	351.45	351.45	0.00	0.00
535	SCH CURRIC/HERKIMER BOCES	0.00	600.00	600.00	0.00	0.00	600.00
538	MODEL SCHOOLS	274,602.73	131,860.11	406,462.84	288,141.97	69,370.77	48,950.10
542	SCH CURR/JEFF-LEWIS BOCES	0.00	50.00	50.00	50.00	0.00	0.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2022
Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
543	HRD/SFTWARE/OSWEGO BOCES	0.00	13,881.81	13,881.81	13,881.81	0.00	0.00
545	COMMUNITY SCHOOL RESOURCES	0.00	1,024,080.00	1,024,080.00	671,613.35	326,594.99	25,871.66
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	0.00	2,925.00	2,925.00	2,435.00	0.00	490.00
555	SUPERINTENDENT EVAL/ERIE 2 BOCES	0.00	2,079.00	2,079.00	1,039.50	519.75	519.75
560	CPSE	119,023.00	187.98	119,210.98	81,514.76	34,079.40	3,616.82
565	School/Curriculum Improvement Planning	0.00	21,560.00	21,560.00	11,366.67	5,096.67	5,096.66
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	244,824.17	75,188.70	-52,182.94
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	70,845.95	774,331.33	541,417.05	142,917.39	89,996.89
578	LIBRARY AUTOMATION - MADISON BOCES	171,522.50	3,363.00	174,885.50	139,654.62	0.00	35,230.88
601	COMPUTER SERVICES - MADISON BOCES	5,752,354.00	6,406,998.19	12,159,352.19	10,527,265.77	0.00	1,632,086.42
602	NEGOTIATIONS - MADISON BOCES	388,172.00	-53,414.10	334,757.90	190,792.77	0.00	143,965.13
603	SCHOOL COMMUNICATIONS	662,393.24	42,244.61	704,637.85	402,293.19	139,798.63	162,546.03
604	CENTRAL BUSINESS OFFICE	315,465.76	4,034.44	319,500.20	231,130.17	52,986.07	35,383.96
607	STAFF DEVELOPMENT - BUS DRIVERS	12,325.00	0.00	12,325.00	5,145.00	0.00	7,180.00
609	PLANNING SER: MANAGEMENT OCM BOCES	55,720.00	-483.00	55,237.00	38,665.90	5,523.70	11,047.40
610	TELEPHONE INTERCONNECT	2,848,960.46	-1,614,029.95	1,234,930.51	584,160.15	420,229.01	230,541.35
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	188,242.00	-1,242.00	187,000.00	149,132.50	0.00	37,867.50
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	59,357.18	15,062.65	40,521.82
615	POLICY PLANNING ERIE I	11,094.00	614.60	11,708.60	9,737.45	985.58	985.57
616	EMPLOYEE ASSISTANCE PROGRAM	22,611.00	1,666.50	24,277.50	16,750.80	3,045.56	4,481.14
617	TEACHER RECRUITING SERVICE	0.00	8,488.21	8,488.21	6,956.30	4,550.88	-3,018.97
618	EMPLOYEE BENEFIT COORDINATION	182,931.00	2,249.37	185,180.37	89,450.80	14,185.16	81,544.41
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	-165,116.56	709,871.25	402,057.86	115,676.22	192,137.17
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	7,732.56	0.00	1,963.44
623	STATE AID PLANNING - QUESTAR III BOCES	0.00	43,415.00	43,415.00	42,432.50	327.50	655.00
625	SUBSTITUTE TEACHER SERVICE	152,121.33	3,855.29	155,976.62	115,820.69	26,585.64	13,570.29
626	CENTRAL SCHOOL FOOD MANAGEMENT	659,809.00	20,603.78	680,412.78	458,975.40	97,890.34	123,547.04
627	RECORDS RETENTION	102,550.00	28,518.40	131,068.40	54,435.91	13,664.05	62,968.44
628	TELECOMMUNICATIONS	335,491.99	119,838.30	455,330.29	167,008.80	166,169.39	122,152.10
631	COOPERATIVE BID/MAD. BOCES	17,125.00	718.72	17,843.72	14,230.38	0.00	3,613.34
632	HEALTH CARE COORD./DELAWARE BOC	0.00	20,796.00	20,796.00	16,636.80	0.00	4,159.20
633	GASB 45 PLNG/QUESTAR III	24,752.00	0.00	24,752.00	17,326.40	2,475.20	4,950.40
634	STAFF DEV BD OF ED - HERKIMER BOCES	13,302.00	-964.23	12,337.77	320.00	0.00	12,017.77
636	GASB 45 PLANNING/CLINTON-ESSEX	15,450.00	-11,460.00	3,990.00	3,325.00	0.00	665.00
637	FIXED ASSET INVENTORY/QUESTAR III	15,348.00	17,668.00	33,016.00	15,757.70	5,752.77	11,505.53

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
639	TRANSP./MADISON BOCES	11,359.00	1,183.00	12,542.00	8,425.01	0.00	4,116.99
640	DRUG TESTING/JEFF-LEWIS BOCES	20,704.00	2,647.00	23,351.00	17,924.00	0.00	5,427.00
641	ON-LINE APPL./PUTNAM BOCES	43,544.00	128.00	43,672.00	30,570.40	0.00	13,101.60
646	MEDICAID REIMBURSEMENT/MADISON BOCES	36,907.50	1,532.41	38,439.91	29,381.01	0.00	9,058.90
647	PLANNING SERVICE/MADISON BOCES	0.00	750.00	750.00	250.00	0.00	500.00
649	ACA COMPLIANCE/MADISON BOCES	0.00	15,896.00	15,896.00	12,677.06	0.00	3,218.94
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	0.00	79,800.00	79,800.00	59,850.01	0.00	19,949.99
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	16,548.00	2,364.00	4,728.00
656	EMPLOYEE RELATIONS/ONC BOCES	0.00	17,524.00	17,524.00	14,019.20	1,752.40	1,752.40
701	OPERATIONS & MAINTENANCE	2,759,193.00	0.00	2,759,193.00	2,381,576.53	355,900.26	21,716.21
702	SPECIAL EDUCATION ADMINISTRATION	922,557.81	-3,708.55	918,849.26	702,688.06	150,743.02	65,418.18
703	PROGRAM TRANSPORTATION	253,390.92	0.00	253,390.92	12,431.21	102,621.45	138,338.26
704	CENTRAL SUPERVISION	341,545.82	10,735.96	352,281.78	269,826.33	52,288.18	30,167.27
706	GENERAL ITINERANT SUPERVISION	240,689.30	-6,696.82	233,992.48	165,373.24	35,266.81	33,352.43
707	TRANSITION PLANNING SERVICE	72,095.00	0.00	72,095.00	37,677.94	16,786.58	17,630.48
708	TEACHING ASSISTANT	926,996.00	240,427.21	1,167,423.21	532,669.33	213,762.89	420,990.99
709	RESEARCH AND DEVELOPMENT	152,511.00	67,808.64	220,319.64	86,670.06	10,713.90	122,935.68
713	INFO & TECH SUPERVISION	535,524.55	-226,968.78	308,555.77	231,548.01	42,943.62	34,064.14
715	Speech Therapy - Related Service	865,089.20	-110,137.23	754,951.97	584,863.82	239,511.12	-69,422.97
716	Visually Impaired - Related Service	59,133.60	9,921.73	69,055.33	12,449.87	4,067.44	52,538.02
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	37,446.92	205,759.52	134,510.89	46,520.70	24,727.93
721	School Social Worker	1,290,344.00	26,064.28	1,316,408.28	743,073.97	363,445.99	209,888.32
722	Occupational Therapy	319,853.05	16,890.42	336,743.47	228,035.82	78,797.05	29,910.60
Total GENERAL FUND		73,239,222.55	21,069,542.37	94,308,764.92	62,110,933.17	19,021,181.92	13,176,649.83

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2022

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	181,605.17	1,157,178.83	
791.000-1445-000	791.000	Other Food Sales-Invoices	137,000.47	0.00	137,000.47	50,976.16	86,024.31	
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	34,365.61		19,365.61
791.000-3190-000	791.000	State Aid - Lunch Program	4,127,600.00	0.00	4,127,600.00	5,299,796.44		1,172,196.44
791.000-3190-001	791.000	Surplus Food/W/thouse/Inv	385,548.00	0.00	385,548.00	0.00	385,548.00	
791.000 Service Subtotal			6,007,932.47	0.00	6,007,932.47	5,566,743.38	1,632,751.14	1,191,562.05
Total SCHOOL LUNCH FUND			6,007,932.47	0.00	6,007,932.47	5,566,743.38	1,632,751.14	1,191,562.05

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
As Of Date: 04/30/2022
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: 04/30/2022
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	1,564,769.49	0.00	531,800.51
791-2860-200	EQUIPMENT	8,000.00	-106.00	7,894.00	0.00	0.00	7,894.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	1,728,095.84	381,902.10	-109,997.94
791-2860-302	SUPPLIES - OTHER	95,000.00	0.00	95,000.00	127,300.07	8,470.54	-40,770.61
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	29,969.53	38,742.08	-23,711.61
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
791-2860-440	CONSULTANT	0.00	106.00	106.00	105.60	0.00	0.40
791-2860-801	ERS	162,484.00	0.00	162,484.00	130,643.03	0.00	31,840.97
791-2860-802	FICA	160,388.00	0.00	160,388.00	116,560.18	0.00	43,827.82
791-2860-803	WK COMP	78,621.00	0.00	78,621.00	58,678.94	0.00	19,942.06
791-2860-804	HEALTH INS	333,567.47	0.00	333,567.47	281,888.26	139,475.32	-87,796.11
791.000	SCHOOL LUNCH FUND - Service Subtotal	6,007,932.47	0.00	6,007,932.47	4,052,863.04	568,590.04	1,386,479.39
Total	SCHOOL LUNCH FUND	6,007,932.47	0.00	6,007,932.47	4,052,863.04	568,590.04	1,386,479.39

ONEIDA-HERKIMER-MADISON BOCES
BUDGET ADJUSTMENTS

April 2022 Report for June 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		02/01/22		03/01/22		04/01/22		Revised Budget		
	Adopted Budget	Contract	per Contract	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		Changes	Not
A000 ADMINISTRATION																											
A001 Administration	3,786,150	46,770	3,832,920																							3,832,920	
A002 Rent & Capital Budgets	3,151,643		3,151,643	(10,974)																						(10,974)	3,140,669
A000 ADMINISTRATION TOTAL	6,937,793	46,770	6,984,563	(10,974)																						(10,974)	6,973,590
A100 VOCATIONAL EDUCATION																											
A101 Occupational Education	7,068,932	114,677	7,183,609	48			48					4,102						104,802		82,040					(79,008)	7,104,601	
A102 Adult Education	37,130		37,130																							37,130	
A103 Secondary Occ Ed/Madison BOCES	22,118		22,118																							22,118	
A107 Multi-Occupational Education	542,754	(7,866)	534,888									(55,849)													(65,288)	469,600	
A109 Occup. Ed./Madison BOCES	9,554		9,554								19,108	(9,554)													9,554	19,108	
A100 VOCATIONAL EDUCATION TOTAL	7,648,816	138,483	7,787,299	48			48				19,108	(61,301)						104,802		82,040					(134,742)	7,652,557	
A200 SPECIAL EDUCATION																											
A201 Special Class 8:1:1	7,705,050	(41,919)	7,663,131																							7,942,673	
A202 Intense Mang. Needs/Madison BOCES	59,454		59,454																							59,454	
A203 Adjustment	1,088,196	47,305	1,135,501																							1,376,862	
A204 12:1:1	2,821,009	(59,156)	2,761,851																							2,488,382	
A205 Option I/Madison BOCES	378,329	429,498	429,498																							510,473	
A206 Transition Services	378,329	6,989	385,318																							602,413	
A209 Severely Handicapped	4,961,271	(41,515)	4,919,757																							6,394,299	
A214 Scndry Inc/Mgt/Needs/Madison BOCES	674,980	674,980	674,980																							424,780	
A216 Spec.Ed/1:6:1	2,193,436	86,984	2,280,420																							2,622,950	
A217 Staffing 8:1:1/Herkimer BOCES				21,518																						-	
A221 Staffing 6:1:1/Herkimer BOCES				90,000																						-	
A222 Autism Program/Madison BOCES	295,643		295,643																							273,069	
A224 Life Skills 12:1:3/Herkimer BOCES																										-	
A225 Elementary IMN/Madison BOCES	397,593		397,593																							425,741	
A226 Staffing 1:12:1/Herkimer BOCES				27,930																						2,940	
A200 SPECIAL EDUCATION TOTAL	19,147,291	1,855,853	21,003,144	151,135			151,135				(484)	(27,950)						229,186		19,236					2,120,891	23,124,036	

Description	2021-2022		Adjustments		07/31/21		08/31/21		09/30/21		10/31/21		11/30/21		12/31/21		01/31/22		02/28/22		03/31/22		04/30/22		Revised Budget		
	Adopted Budget	Contracts	per Contract	Contracts	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		Net	
A300 ITINERANTS																											
A303 Art	167,427				167,427																				167,427		
A305 Guidance	248,027	19,079	19,079		267,106				19,079																19,079	286,185	
A306 Technology	75,352				75,352																					75,352	
A308 Physical Education	40,922				40,922																					40,922	
A310 Nurse Practitioner	370,963				370,963										16,230											387,193	
A311 Advanced Social Studies	90,561	(90,561)			-																					-	
A312 School Physician	57,708				57,708																					57,708	
A313 School Psychologist	333,260	(61,315)	(61,315)		271,945				(78,930)						51,882	(28,941)						512			(55,478)	216,467	
A314 School Social Worker	427,085	(71,181)	(71,181)		355,904				(71,181)						56,055	74						74			(15,052)	340,852	
A315 Speech Impaired	618,352	31,537	31,537		649,889				10,512						16,057	1,200						1,200			27,769	677,658	
A316 Visually Impaired	196,173	(84,797)	(84,797)		111,375										537	(10,441)									(9,904)	101,471	
A317 Computer Instruction	71,529				71,529																					71,529	
A318 Hearing Impaired	254,786	(64,340)	(64,340)		190,446				(48,898)																(48,898)	141,548	
A321 Physical Therapy	156,304				156,304				(12,023)						1,202											(10,821)	145,483
A322 Occupational Therapy	271,672				271,672				7,213						962											8,174	279,846
A325 Home Economics	224,796	(20,456)	(20,456)		204,360				(81,744)																(81,744)	122,616	
A326 English/Second Language	607,968	29	29		607,997				(4,438)						3,464	18,619									62,697	670,693	
A332 Curriculum Supervision		32,150	32,150		32,150				3,248						9,959	6,657									64,517	96,667	
A337 Spanish		34,162	34,162		34,162				(34,162)																	(34,162)	-
A338 Music Teacher	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/Osego BOCES																										-	-
A345 Shared Business Official		353	353		353				3,573																	36,632	38,985
A346 Audiology/Osego BOCES		120,497	120,497		120,497																					28,468	148,965
A349 Speech/Herkimer BOCES															350	28,311										-	-
A350 Therapy/Herkimer BOCES															(14,421)											-	-
A352 TA 1-1/Herkimer BOCES															(4,059)											-	-
A355 General Supervision	121,678	6,092	6,092		127,770				(48,671)																	(48,671)	79,099
A357 Bilingual/ESL Itinerant/Madison BOCES		20,860	20,860		20,860																					-	20,860
A358 Hearing Impaired Services/Madison BOCES																										-	-
A300 ITINERANTS TOTAL	4,672,121	(172,147)	(172,147)		4,499,974			7,430	(865)	(415,521)	10,309	31,149	(2,998)	51,934	14,383										(182,171)	4,317,804	

9,765

C. PERSONNEL REPORT

a. RETIREMENTS

1. Non-Instructional/Classified Staff

			Hire Date	Retire Date
1.	MARGARET CALOGERO	ACCOUNT CLERK	09/01/1995	07/31/2022
2.	JUDY K. GOULD	FOOD SERVICE HELPER	08/29/2019	06/30/2022
3.	ROBERT F. HARRIS JR	DIRECTOR OF FACILITIES III	07/21/1980	06/30/2022

b. RESIGNATIONS

1. Teaching/Certified Staff

			Hire Date	Resign Date
1.	ROMA G. MATOTT	INST SUPT SVCS IN CURR & DIFF INST	04/19/2021	06/30/2022
2.	YANGCHUN MA	TEACHER OF FOREIGN LANGUAGE	09/01/2021	06/30/2022

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	PATRICK P. BUSHEY	FOOD SERVICE HELPER	01/01/2022	03/08/2022 (verbal)
2.	EDWIN GUZMAN	MOTOR VEHICLE OPERATOR - HOURLY	05/16/2022	05/18/2022
3.	RILEY MAY	PRINTING AIDE	07/30/2018	06/03/2022
4.	CAROL ORSINO	SENIOR ACCOUNT CLERK	01/01/2018	06/05/2022
5.	ELVEDIN RACIC	MOTOR VEHICLE OPERATOR - HOURLY	05/02/2022	05/22/2022

c. UNPAID LEAVE(S) OF ABSENCE

1. Non-Instructional/Classified Staff

			Start Date	End Date
1.	JORDAN S. EZMAN	TELECOMMUNICATIONS SPECIALIST I	06/12/2022	TBD
2.	SHEILA A. FARDA	WORD PROCESSOR	05/18/2022	TBD
3.	JULIA L. OBERNESSER	COMPUTER OPERATOR	06/12/2022	TBD
4.	ADAM W. WEZALIS	COMPUTER TECHNICAL ASSISTANT	06/12/2022	TBD

d. APPOINTMENTS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR A LONG-TERM SUBSTITUTE APPOINTMENT

1. Recommend that **AMANDA L. STEVENS** be appointed as a **TEACHER OF SCIENCE** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, P-TECH Programs, for a long-term substitute appointment commencing May 31, 2022 and ending June 30, 2023 at an annual salary rate of \$48,319.00, prorated.

b. RECOMMENDATION FOR A TEMPORARY APPOINTMENT(S)

1. Recommend that **JOSEPH N. REILLY** be appointed as a **PROGRAM SPECIALIST** in Information & Technology, for a temporary appointment commencing April 05, 2022 and ending June 30, 2023 at a daily salary rate of \$300.00.

c. RECOMMENDATION FOR TENURE APPOINTMENT(S)

The Human Resources Office and the District Superintendent have reviewed the performance evaluations and record of absences for the below named individual(s), who have satisfactorily completed their individual probationary periods and are being recommended for tenure by their immediate supervisors.

			Tenure Date
1.	MINDY S. BROWNE	Teaching Assistant	09/05/2022
2.	HEATHER A. GAETANO	Coordinator Special Education	09/24/2022

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE

1. Recommend that **JORDAN S. EZMAN** be appointed to a provisional appointment as a **MANAGER OF HELP DESK & DESKTOP OPERATION** in SUPPORT SERVICES, Information and Technology, commencing June 13, 2022 at an annual salary rate of \$74,000.00, prorated.

JORDAN S. EZMAN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **MANAGER OF HELP DESK & DESKTOP OPERATION**, until the results of the next civil service exam are known.

2. Recommend that **JULIA L. OBERNESSER** be appointed to a provisional appointment as a **COMPUTER SERVICE TECHNICIAN** in SUPPORT SERVICES, Technical Repair Service, commencing June 13, 2022 at an annual salary rate of \$36,717.00, prorated.

JULIA L. OBERNESSER has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **COMPUTER SERVICE TECHNICIAN**, until the results of the next civil service exam are known.

3. Recommend that **NELSON N. OCHOA** be appointed to a provisional appointment as a **COMPUTER TECHNICAL ASSISTANT** in SUPPORT SERVICES, Information and Technology, commencing June 13, 2022 at an annual salary rate of \$38,101.00, prorated.

NELSON N. OCHOA has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **COMPUTER TECHNICAL ASSISTANT**, until the results of the next civil service exam are known.

4. Recommend that **CARRIE A. POTTER** be appointed to a provisional appointment as a **CLERK** in SUPPORT SERVICES, Central Business Office, commencing May 23, 2022 at an annual salary rate of \$34,361.00, prorated.

CARRIE A. POTTER has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CLERK**, until the results of the next civil service exam are known.

b. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

1. Recommend that **EDWIN GUZMAN** be appointed to a probationary appointment as a **LABORER** in SUPPORT SERVICES, Elementary Science Center, commencing May 19, 2022 at an annual salary rate of \$27,911.00, prorated.

EDWIN GUZMAN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **LABORER**. **EDWIN GUZMAN** will be required to serve a twenty-six week probationary period.

2. Recommend that **ELVEDIN RACIC** be appointed to a probationary appointment as a **LABORER** in SUPPORT SERVICES, Elementary Science Center, commencing May 23, 2022 at an annual salary rate of \$27,911.00, prorated.

ELVEDIN RACIC has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **LABORER**. **ELVEDIN RACIC** will be required to serve a twenty-six week probationary period.

3. Recommend that **ADAM W. WEZALIS** be appointed to a probationary appointment as a **NETWORK ADMINISTRATOR II** in SUPPORT SERVICES, Information and Technology, commencing June 13, 2022 at an annual salary rate of \$47,500.00, prorated.

ADAM W. WEZALIS has passed the exam and has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **NETWORK ADMINISTRATOR II**. **ADAM W. WEZALIS** will be required to serve a twenty-six week probationary period.

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

1. Recommend that **DANIA M. DRENNEN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in **SUPPORT SERVICES**, School Lunch Program, commencing May 13, 2022 at an hourly salary rate of \$13.20.

DANIA M. DRENNEN 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 **EDWIN GUZMAN** be appointed to a part-time appointment as a **MOTOR VEHICLE OPERATOR - HOURLY** in **SUPPORT SERVICES**, Elementary Science Center, commencing May 16, 2022 at an hourly salary rate of \$15.34, as needed.

EDWIN GUZMAN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **MOTOR VEHICLE OPERATOR**.

3. Recommend that **CAROL ORSINO** be appointed to a part-time appointment as a **CLERK (PART-TIME)** in **SUPPORT SERVICES**, Central Business Office, commencing June 06, 2022 through June 30, 2022 at an hourly salary rate of \$22.27 and then from July 1, 2022 through June 30, 2023 at an hourly salary rate of \$23.08.

CAROL ORSINO has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CLERK (PART-TIME)**.

4. Recommend that **ELVEDIN RACIC** be appointed to a part-time appointment as a **MOTOR VEHICLE OPERATOR - HOURLY** in **SUPPORT SERVICES**, Elementary Science Center, commencing May 02, 2022 at an hourly salary rate of \$15.32, as needed.

ELVEDIN RACIC has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **MOTOR VEHICLE OPERATOR**.

5. Recommend that **ALAINA M. TWITCHELL** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in **SUPPORT SERVICES**, School Lunch Program commencing May 31, 2022 at an hourly salary rate of \$13.20.

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

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

1. Recommend that **TAD C. RUGGIERO** be appointed to a temporary appointment as a **LABORER - HOURLY** in SUPPORT SERVICES, Technical Repair Service, commencing May 23, 2022 and ending June 30, 2022 at an hourly salary rate of \$15.34 and then from July 1, 2022 through June 30, 2023 at an hourly salary rate of \$15.60.

TAD C. RUGGIERO meets the civil service requirements for the title and has been pre-approved by civil service.

e. **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.	CHERI L. DERDZINSKI	ASSOCIATE GRAPHIC ARTIST	12/13/2021

f. RECOMMENDATION FOR NON-INSTRUCTIONAL TEMPORARY APPOINTMENTS

		Title	Start Date	End Date	Salary
1.	HANNAH E. BENSON	LABORER - HOURLY	07/01/2022	06/30/2023	\$15.60/hr.
2.	MERISSA L. MARTHAGE	LABORER - HOURLY	07/01/2022	06/30/2023	\$15.60/hr.
3.	KATE E. RUNNINGER	LABORER - HOURLY	07/01/2022	06/30/2023	\$15.60/hr.
4.	MATTHEW A. RYCRAFT	LABORER - HOURLY	07/01/2022	06/30/2023	\$15.60/hr.
5.	BRANDON D. SIEDSMA	LABORER - HOURLY	07/01/2022	06/30/2023	\$15.60/hr.

e. STIPENDS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR ADDITIONAL STIPENDS

			Date	Stipend
1.	MINDY S. BROWNE	TEACHER ASSISTANT	05/02/2022 - 06/30/2022	\$3,500.00 (student mgr.) prorated
2.	CHRISTINA M. WARNER	P-TECH ADVISOR	09/01/2022 - 06/30/2023	\$1,250.00
3.	AUDREY K. ZUIS	TEACHER ASSISTANT	05/02/2022 - 06/30/2022	\$3,500.00 (student mgr.) prorated

f. SUMMER SCHOOL

1. RECOMMENDATIONS FOR SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED

a. RECOMMENDATIONS FOR SUMMER SCHOOL APPOINTMENTS - CAREER AND TECHNICAL EDUCATION

Daily rate is 1/200th of salary or hourly.

		Title	Start Date	End Date	Max Days	Salary
1.	KELLY A. COLANTUONI	Mathematics	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.
2.	SARA L. GARRETT	Occ. Business, Ed, Data Processing & Dis	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.
3.	LINDSAY M. GIRUZZI	English 7-12	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.
4.	DOUGLAS F. JUDD	Social Studies	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.

		Title	Start Date	End Date	Max Days	Salary
5.	TIFFANY A. PIATKOWSKI	Multi-Occupational (Trade)	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.
6.	AMANDA L. STEVENS	Multi-Occupational (Trade)	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.
7.	CHRISTINA M. WARNER	Guidance	07/01/2022	08/31/2022	12	\$59,486.00
8.	CHRISTINA M. WARNER	Guidance	07/25/2022	07/28/2022	Instructor, summer camp	\$33.32/hr.

b. RECOMMENDATION FOR SPECIAL EDUCATION SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED
Daily rate is 1/200th of salary.

		Title	Start Date	End Date	Max Days	Salary
1.	RENEE M. ANDRE	Art	07/05/2022	08/12/2022	29	\$60,261
2.	KATHLEEN ANGHIER	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,669
3.	BAILEY A. BACH	General Special Education Program	07/05/2022	08/12/2022	29	\$45,981
4.	KASEY L. BARRETT	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,520
5.	SHARI BUJOLD	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,854
6.	J. DUFFY BURDICK	General Special Education Program	07/05/2022	08/12/2022	29	\$71,508
7.	ELAINE M. BUTTENSCHON	General Special Education Program	07/05/2022	08/12/2022	29	\$87,067
8.	MELANIE L. CHAMBRONE	General Special Education Program	07/05/2022	08/12/2022	29	\$76,272
9.	SARAH CHRISTOPHER	General Special Education Program	07/05/2022	08/12/2022	29	\$70,576
10.	TRACY L. CLOOS	Teacher of Special Education	07/05/2022	08/12/2022	29	\$54,895
11.	SHANNON A. COY	Teaching Assistant	07/05/2022	08/12/2022	29	\$28,254
12.	PAUL T. CURTACCI	General Special Education Program	07/05/2022	08/12/2022	29	\$89,237
13.	ANTHONY CURTACCI	Teaching Assistant	07/05/2022	08/12/2022	29	\$45,018
14.	THERESA R. CURTACCI	Teaching Assistant	07/05/2022	08/12/2022	29	\$22,831

		Title	Start Date	End Date	Max Days	Salary
15.	KATHRYN E. CURTACCI	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,871
16.	SHAD A. CZERNIAK	Teaching Assistant	07/05/2022	08/12/2022	29	\$30,354
17.	MAIAH L. DEGIRONIMO	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,225
18.	MCKENZIE L. DODGE	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,325
19.	CHARMAINE B. DONATO	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,520
20.	MATTHEW M. DONATO	General Special Education Program	07/05/2022	08/12/2022	29	\$41,989
21.	JOHN DREW	Teaching Assistant	07/05/2022	08/12/2022	29	\$27,336
22.	DANIEL J. DYGERT	General Special Education Program	07/05/2022	08/12/2022	29	\$45,267
23.	ANNA EGRESITS	Teaching Assistant	07/05/2022	08/12/2022	29	\$28,254
24.	JUDY A. FRANZ	Teaching Assistant	07/05/2022	08/12/2022	29	\$37,932
25.	RYAN W. GERLING	MUSIC THERAPIST	07/05/2022	08/12/2022	29	\$42,240
26.	DIANA D. GIFFUNE	General Special Education Program	07/05/2022	08/12/2022	29	\$102,832
27.	LISA GRENIER	Teaching Assistant	07/05/2022	08/12/2022	29	\$28,254
28.	BRIANNA R. GRIFFING	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,471
29.	OSCAR J. GRIMES	Teaching Assistant	07/05/2022	08/12/2022	29	\$24,621
30.	HENRY W. HAAS, JR	Teaching Assistant	07/05/2022	08/12/2022	29	\$28,254
31.	CARRIE L. HAMILTON	General Special Education Program	07/05/2022	08/12/2022	29	\$47,181
32.	JESSICA J. HARPER	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,331
33.	MARK HARRINGTON	General Special Education Program	07/05/2022	08/12/2022	29	\$72,252
34.	KIMBERLY M. HART	Teaching Assistant	07/05/2022	08/12/2022	29	\$22,825
35.	LAURIE HELMER	Teaching Assistant	07/05/2022	08/12/2022	29	\$27,343
36.	THOMAS M. HOLT JR	Teacher of Special Education	07/05/2022	08/12/2022	29	\$63,060
37.	LISA L. HUEBNER	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,084
38.	SHAWNA M. JONES	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,325
39.	MICHAEL P. KAIN	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,725

		Title	Start Date	End Date	Max Days	Salary
40.	JEAN KNAUL	Teaching Assistant	07/05/2022	08/12/2022	29	\$20,348
41.	MEGAN E. KOVACS	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,471
42.	KARA N. LAFAYETTE	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,471
43.	ROBIN LALONDE	Teaching Assistant	07/05/2022	08/12/2022	29	\$27,554
44.	MU LWEE	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,751
45.	LORI MAGGIO	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,984
46.	KAITLIN A. MAHARDY	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,436
47.	EDWARD F. MANLEY	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,648
48.	JENNIFER E. MANN	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,154
49.	DANIELLE MAROSE	Teacher of Special Education	07/05/2022	08/12/2022	29	\$55,433
50.	SUSAN M. MARSH	General Special Education Program	07/05/2022	08/12/2022	29	\$74,296
51.	GEORGIA MARSHALL	Teaching Assistant	07/05/2022	08/12/2022	29	\$38,768
52.	CAROL MARTIN	Physical Education	07/05/2022	08/12/2022	29	\$83,899
53.	TINA J. MC LEAN	General Special Education Program	07/05/2022	08/12/2022	29	\$79,423
54.	LAURYN E. MESSA	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,931
55.	LORRAINE E. MILITANO	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,084
56.	SARAH A. MILLER	School Social Worker	07/05/2022	08/12/2022	29	\$49,936
57.	MICHELE F. MISIAK	Teaching Assistant	07/05/2022	08/12/2022	29	\$28,384
58.	JOANNE M. MOYLAN	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,931
59.	GIL L. OLIVERAS	Teaching Assistant	07/05/2022	08/12/2022	29	\$30,927
60.	DAWN ORTLIEB	Teaching Assistant	07/05/2022	08/12/2022	29	\$36,867
61.	REGINA PATTERSON	School Social Worker	07/05/2022	08/12/2022	29	\$73,282
62.	MAUREEN E. PAVLICKO	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,331
63.	LINDSIE J. PETERS	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,371
64.	ALISA M. PETRONELLA	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,020

		Title	Start Date	End Date	Max Days	Salary
65.	KAITLYN M. REINSMITH	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,751
66.	MEGHAN T. REYNOLDS	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,931
67.	CATHERINE ROBERTELLO	Teaching Assistant	07/05/2022	08/12/2022	29	\$24,481
68.	CAITLIN A. ROBERTS	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,325
69.	RACHEL N. ROGERS	School Social Worker	07/05/2022	08/12/2022	29	\$42,361
70.	GAYLA A. ROTHDIENER	General Special Education Program	07/05/2022	08/12/2022	29	\$76,864
71.	ROSALIND SIEGFRIED	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,984
72.	MCKENZIE L. SIPP	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,648
73.	JENNIFER M. SMITH	General Special Education Program	07/05/2022	08/12/2022	29	\$48,196
74.	KALIANA L. SOBOLEWSKI	Teaching Assistant	07/05/2022	08/12/2022	29	\$17,325
75.	ROXANN TESTAMARK	Teaching Assistant	07/05/2022	08/12/2022	29	\$32,654
76.	MARTHA J. THOMPSON	Teaching Assistant	07/05/2022	08/12/2022	29	\$29,654
77.	KATRINA M. TICKLE	General Special Education Program	07/05/2022	08/12/2022	29	\$82,139
78.	JOHN C. TOMEI	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,978
79.	AMY L. TREEN	Teaching Assistant	07/05/2022	08/12/2022	29	\$16,751
80.	ERIKA J. VALDERRAMOS	Teaching Assistant	07/05/2022	08/12/2022	29	\$18,725
81.	BOBBI A. WEIBEL	Teaching Assistant	07/05/2022	08/12/2022	29	\$19,906
82.	SARAH WHITE	Teaching Assistant	07/05/2022	08/12/2022	29	\$33,484
83.	KRISTIN WILLIAMS	School Social Worker	07/05/2022	08/12/2022	29	\$73,182
84.	CATHY A. WRIGHT	General Special Education Program	07/05/2022	08/12/2022	29	\$71,940
85.	JENNIFER E. ZALE	Teaching Assistant	07/05/2022	08/12/2022	29	\$34,897

c. RECOMMENDATION FOR ADDITIONAL STIPENDS - SPECIAL EDUCATION SUMMER SCHOOL PROGRAM

		Title	Start Date	End Date	Stipend
1.	ANTHONY CURTACCI	Teaching Assistant	07/05/2022	08/12/2022	\$3,500

		Title	Start Date	End Date	Stipend
2.	THERESA R. CURTACCI	Teaching Assistant	07/05/2022	08/12/2022	\$3,500
3.	SHAD A. CZERNIAK	Teaching Assistant	07/05/2022	08/12/2022	\$3,500
4.	ROXANN TESTAMARK	Teaching Assistant	07/05/2022	08/12/2022	\$3,500
5.	SARAH WHITE	Teaching Assistant	07/05/2022	08/12/2022	\$3,500

d. RECOMMENDATION FOR EXTRA ASSIGNMENTS - SPECIAL EDUCATION STAFF
Daily rate is 1/200th of salary

		Title	Start Date	End Date	Max Days	Salary
1.	DIANNA CIANFROCCO	School Social Worker	07/01/2022	08/31/2022	15	\$87,917
2.	STEVEN PENGE	Guidance	07/01/2022	08/31/2022	20	\$70,268
3.	JAMES B. RYAN	School Psychologist	07/01/2022	08/31/2022	15	\$66,782
4.	SARAH D. WALKER	General Special Education Program	07/01/2022	08/31/2022	22	\$73,986

2. RECOMMENDATIONS FOR SUMMER SCHOOL - NON-INSTRUCTIONAL

a. RECOMMENDATION FOR SPECIAL EDUCATION SUMMER SCHOOL APPOINTMENTS - NON-INSTRUCTIONAL
Daily rate is 1/200th of salary

		Title	Start Date	End Date	Max Days	Salary
1.	JANET DESENS	REGISTERED PROFESSIONAL NURSE	07/05/2022	08/12/2022	29	\$41,125
2.	ZOIE L. TOMAINO	REGISTERED PROFESSIONAL NURSE	07/05/2022	08/12/2022	29	\$28,974




Oneida-Herkimer-Madison BOCES

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

MEMORANDUM

VII D. 1.
Approval of Policy 5005, 5301, 5302, 5307
5500. DELETE 5301, 5402
(first reading)
June 8, 2022

TO: Cooperative Board
FROM: Patricia N. Kilburn, Ed.D. 
DATE: June 2, 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 BOCES' Policy Committee, with legal assistance from the Madison-Oneida-BOCES Labor Relations and Policy Office, have audited the following policies listed below and is recommending approval by the full Cooperative Board.

Recommendations

It is recommended that 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.

5000 SUPPORT OPERATIONS

- 5005 INSPECTION, OPERATION AND MAINTENANCE OF FACILITIES
- 5301 PURPOSE, USE AND ADMINISTRATION OF OHM BOCES DIGITAL INFORMATION SYSTEMS
- 5302 USAGE OF SURVEILLANCE SECURITY CAMERAS IN THE ONEIDA-HERKIMER
- 5307 PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)
- 5500 FLAG DISPLAY

It is recommended that the Cooperative Board **deletes** the following policies:

- 5301 SOCIAL MEDIA AND ELECTRONIC DEVICE
- 5402 VEHICLE SAFETY

Resolution

That the Cooperative Board **adopt** the following policies:

- 5005 INSPECTION, OPERATION AND MAINTENANCE OF FACILITIES
- 5301 PURPOSE, USE AND ADMINISTRATION OF OHM BOCES DIGITAL INFORMATION SYSTEMS
- 5302 USAGE OF SURVEILLANCE SECURITY CAMERAS IN THE ONEIDA-HERKIMER
- 5307 PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)
- 5500 FLAG DISPLAY

And that the Cooperative Board **delete** the following policies:

- 5301 SOCIAL MEDIA AND ELECTRONIC DEVICE
- 5402 VEHICLE SAFETY

SUPPORT OPERATIONS

INSPECTION, OPERATION AND MAINTENANCE OF FACILITIES

I. Operation and Maintenance

- A. The District Superintendent is charged with the responsibility for administering plant operations in the most efficient and economical manner possible, while placing high priority on health and safety of students and staff and conservation of natural resources.
- B. The Board of Cooperative Educational Services has the responsibility to provide equipment, supplies and contractual services of high quality.
- C. The Board of Cooperative Educational Services, through the District Superintendent and ~~his/her~~ their staff, has the responsibility of protecting the OHM BOCES investment in plant and facilities through a systematic maintenance program.
- D. It is expected that the program shall include periodic preventive maintenance activities, long-range maintenance schedules and emergency repair procedures. It is further expected that all maintenance work will be carried out in a manner that will cause the least interference with the educational program.

Language from Policy 5007

- E. 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 and/or department supervisor as appropriate regarding facility changes and remodeling plans. Building Principals and/or department supervisor as appropriate, 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.

III. Planning

- A. The Board of Cooperative Educational Services is responsible for maintaining a quality education at a reasonable cost. For this reason, the Board of Cooperative Educational Services shall concern itself with both short-range and long-range planning as it relates to the properties of the OHM BOCES. The Board of Cooperative Educational Services shall rely on a comprehensive long-range facilities plan developed by the District Superintendent in accordance with the Commissioner's Regulations to serve as a guide for capital improvements.

SUPPORT OPERATIONS

INSPECTION, OPERATION AND MAINTENANCE OF FACILITIES

- B. Such plan shall be reevaluated and made on an annual basis and shall include appraisal of the following:
1. The educational mission and long range plan of the District, with resulting administrative organization and program requirements;
 2. Present and projected pupil enrollments;
 3. Space use and State-rated pupil capacity of existing facilities;
 4. Priority of need for maintenance, repair modernization of existing facilities, including consideration of the obsolescence and retirement of certain facilities; and
 5. The provision of additional facilities.
- C. ~~The Board of Cooperative Educational Services' building/leasing program shall be designed to provide the highest quality education possible.~~ The building/leasing program shall be based upon specific Board of Cooperative Educational Services' policies which have been and will continue to be modified to conform to changes in the curriculum, availability of funds, changes in student population to be served and changes in enrollments. The Board of Cooperative Educational Services also feels that, when feasible ~~ever possible~~, parents/legal guardians and other school district representatives, as well as principals, teachers, and central office staff members should be involved in the planning process.
- IV. Inspections
- A. The administration of OHM BOCES shall cooperate with officials conducting health, fire, asbestos, bus, and boiler inspections. The administration shall keep the Board informed of the results of such inspections in a timely fashion.
- V. Comprehensive Public BOCES Building Safety Program (RESCUE)
- A. The Board of Cooperative Educational Services Education is responsible for maintaining a healthy and safe environment for all staff and students. The Board of Cooperative Educational Services feels that in order to provide such an environment it must ensure that the facilities are safe and that all capital/renovation projects are performed in a manner which is consistent with all current health and safety regulations. For this reason, OHM BOCES shall develop a Comprehensive Public BOCES Building Safety Program in accordance with the Commissioners Regulations.
- B. The program shall be reevaluated and made current at least annually, and shall include the following:

SUPPORT OPERATIONS

INSPECTION, OPERATION AND MAINTENANCE OF FACILITIES

1. A five year capital facilities plan which will include a priority listing of current and proposed construction and renovation projects and major repairs and replacement of building systems and their costs.
2. A BOCES-wide building inventory, which will include information pertaining to each building including, but not limited to
 - a. Type of building, age of building, size of building;
 - b. Rated capacity, current enrollment;
 - c. List of energy sources and major building systems (lighting, plumbing, electrical, heating);
 - d. Summary of triennial Asbestos Inspection reports.
3. A five-year periodic inspection conducted by a licensed architect or engineer.
4. Procedures to ensure the safety of the building occupants while a construction/renovation projects is taking place. These procedures will include:
 - a. Notification to building occupants at least two (2) months before the start of work.
 - b. A plan to ensure that all contractors comply with all health and safety issues and regulations and wear photo ID badges.
 - c. A plan to provide the OHM BOCES Health and Safety committee an opportunity to inspect newly renovated or constructed areas before they can be opened for use.
 - d. An emergency plan which will address potential concerns with the capital project including, but not limited to evacuation procedures, fire drills, and structural failures.

~~VI. BOCES Facility Report Cards~~

~~The OHM BOCES Board President shall prepare a BOCES Facility Report for each occupied building. The Report Card for each building shall be reviewed annually by the Board of Cooperative Educational Services. The Board of Cooperative Educational Services shall report in a public meeting on the status of each item set forth in Commissioner's Regulations for each facility located in the OHM BOCES.~~

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 8 NYCRR 155.1, 155.4; NYS Education Law §1950

Adopted: 07/10/02

Revised: 11/14/18, _____

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
DIGITAL INFORMATION SYSTEMS

- I. Scope of Policy
- A. Digital information systems are important to achieving the Board of Cooperative Educational Services' educational goals and conducting business operations in an efficient manner. The Board of Cooperative Educational Services' goal is to provide students and staff with digital technology tools that are appropriate to support the Board of Cooperative Educational Services' instructional goals and operational needs, consistent with a wise use of the financial resources.
 - B. When used in this Policy, the term "digital information systems" includes computers of any size and form factor (including smartphones and tablets), network servers, routers, cables, interactive ~~white boards, or any like~~ whiteboards, video conferencing equipment, switches, and software that is owned, leased, or licensed by the OHM BOCES, or that the OHM BOCES has the use of through a cooperative educational services agreement (CoSer), and that is used to create, modify, store, or transmit information in a digitized form.
 - C. This Policy applies to the use of all OHM BOCES-managed devices, including mobile devices such as laptop computers and digital tablets, whether the equipment is used by staff, students, or members of the public. References to OHM BOCES-managed devices shall include devices owned by the OHM BOCES and devices that are assigned to the OHM BOCES for use within the OHM BOCES under OHM BOCES supervision.
 - D. This Policy also applies to the use of digital devices that are not OHM BOCES managed devices but are used to access and connect to the OHM BOCES' network, whether the device is owned or used by a staff member, student, or member of the public.
 - E. This Policy also applies to social media activity which takes place in the school building(s), on OHM BOCES grounds, or at OHM BOCES events and social media use accessed through school resources
 - F. The Board of Cooperative Educational Services prohibits employees from using digital devices to communicate with students except for educational purposes or those directly related to instruction and learning. For purposes of this policy, the Board of Cooperative Educational Services includes as permissible communications those between employees and student athletes insofar as such communication is necessary for training, scheduling and practice.
 - G. Anyone who uses any part of the OHM BOCES' digital information systems is expected to comply with the standards of use set forth in this Policy, whether that

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
DIGITAL INFORMATION SYSTEMS

person is a staff member (employees and volunteers), student, contractor, or member of the public (including parents or person in parental relation and community members).

- H. In addition to the standards set forth in this Policy for use of the OHM BOCES' digital information systems, users of those systems must comply with all other board-adopted policies and related regulations, including but not limited to, the Code of Conduct, the Internet Safety Policy, and the Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment Policy.
- II. OHM BOCES Accountability for Use of Digital Information Systems
- A. The Board of Cooperative Educational Services recognizes the OHM BOCES' responsibility to monitor the use of its digital information assets to ~~insure~~ ensure that those assets are used for their intended purposes, and that the use of those assets does not expose the OHM BOCES to unnecessary risk. The District Superintendent shall develop procedures and operating protocols that provide for the periodic review of access logs and filtering logs for the purpose of identifying possible misuse of the OHM BOCES' assets.
- B. The OHM BOCES reserves the right to inspect the contents of any digital files, folders, images, or other digital information created, modified, stored, or transmitted using the OHM BOCES' digital information assets.
1. The only information that should be created, modified, stored, or transmitted using the OHM BOCES' digital information systems is information that is necessary to or supportive of the OHM BOCES' education program or business operations. Individuals do not have an expectation of personal privacy in any information created, stored, or transmitted by the individual using the OHM BOCES' digital information systems. This includes any passwords to an individual's personal internet accounts that the individual chooses to store on the OHM BOCES' digital information systems.
 2. The District Superintendent shall ~~insure~~ ensure that staff, students, and the public are periodically advised that any information created, modified, stored, or transmitted using the OHM BOCES' digital information systems may be examined by the OHM BOCES for such reasons as to ~~insure~~ ensure that the systems are being properly used, or to comply with obligations under laws such as the Freedom of Information Law (FOIL), the Family Educational Rights and Privacy Act (FERPA), and litigation discovery procedures.
- C. The OHM BOCES is not responsible for the quality, availability, accuracy, nature, or reliability of Internet service beyond the point at which the OHM BOCES' digital information systems connect to the Internet. Not all information found on the Internet

POLICY

Draft 05/24/22

SUPPORT OPERATIONS

5301 Renumber/ Revise 5306 Replace 5301&5301.1

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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is accurate or reliable, and each user is responsible for verifying the integrity and authenticity of information that the user finds on the Internet.

- D. The OHM BOCES maintains its digital information systems for the sole purpose of delivering its educational program and conducting its business operations, and the digital information system shall not be deemed to be a public forum or limited public forum.

III. Responsible Use of Digital Information Systems

- A. Instructional and non-instructional staff are provided with access to the OHM BOCES' digital information systems for the purpose of performing their work duties. Use of the systems for any other purpose may be classified as unacceptable work performance, and may be subject to counseling or discipline consistent with applicable laws and collective bargaining agreements.

- 1. Each staff member shall execute an Employee Agreement On Use of OHM BOCES Technology Devices, Network, E-Mail and Internet regulation 5301.1 before being given access to the OHM BOCES digital information system.

- 2. Limited personal use for such purposes as brief communication with family members may be acceptable, but staff members should keep in mind that any data created by personal use remains subject to review by the OHM BOCES.

- B. Students are provided with access to the OHM BOCES' digital information systems for the purpose of completing instructional assignments under the guidance of a teacher. Use of the systems in a manner that does not comply with the standards in this Policy or another Policy, or guidance issued by the District Superintendent or other administrator or teacher, may result in disciplinary action consistent with the OHM BOCES' Code of Conduct.

- C. Members of the public may access the OHM BOCES' digital information systems to support a child's education (e.g., Parent Portal to access grades), to communicate with staff, or for personal reasons (e.g., WiFi access while in the school building). The District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, shall develop and implement procedures and protocols so that members of the public are reasonably advised of their responsibility to adhere to the standards set forth in this and other Board Policies, and are reasonably advised that information created, modified, stored, or transmitted through the OHM BOCES' digital information systems is not considered private, except to the extent explicitly provided by law.

- D. Users must not engage in conduct that may compromise the security of the OHM BOCES' digital information systems.

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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1. A user may not access the systems with any password other than their own password.
 2. A user may not disclose the user's assigned password to anyone except a OHM BOCES staff member authorized to have access to that user's password.
 3. A user may not download or install any program, app, content, or other software that has not been approved for installation by the OHM BOCES.
 4. A user may not circumvent, or attempt to circumvent, any computer security measure implemented by the OHM BOCES or required by any service provider or program as a condition for using a service or program.
 5. A user may not download, create, or distribute a virus, Trojan horse, adware, or other malware, or add files to or delete files that change the function or operation of the digital information systems.
- E. Users must understand and respect the capacity of the digital information systems and the need to accommodate other users. Therefore, users shall not engage in activities that use a disproportionate share of the system's assets, such as creating or disseminating commercial advertising, political fundraising, mass mailings (unless for pre-approved school-related purposes), or playing online games that have not been incorporated into course material.
- F. Users must respect the rights of other individuals regarding content those individuals have created. A user cannot download or use content in violation of copyright laws, including music, movies, artwork, photographs, and programs.
- G. Users may not access, upload, download, or distribute pornographic material, obscene material, or sexually explicit material.
- H. Users may not create or distribute information that is disrespectful of other persons or groups, or that is illegal, defamatory, abusive, intimidating, harassing, or bullying, or the creation or distribution of which is illegal.
- I. Users may not participate in chat rooms, instant messaging, or e-mail that is not specifically permitted by a staff member as a legitimate school-related purpose.
- J. Users may not send or display unsolicited non-educational related messages or pictures.

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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- K. Users may not access the internal components of a computer or other device, except as instructed by an authorized member of the OHM BOCES' instructional technology staff or other technical consultants.
 - L. Users may not access, or "hack into," other user accounts or files or directories that the user is not authorized to access.
 - M. Users may not use the OHM BOCES' digital information systems to conduct business transactions not related to their school responsibilities, or to perform work on behalf of any non-school organization.
 - N. Users may not engage in any activity using the OHM BOCES' digital information systems that violates any local, ~~S~~-state, or federal law.
 - O. Users who engage in inappropriate use of the digital information systems may have their access rights modified or revoked, or be subject to discipline consistent with the OHM BOCES' Code of Conduct and applicable laws and collective bargaining agreements.
- IV. Physical Environment and Security
- A. The physical assets that are incorporated into the OHM BOCES' digital information systems (hardware) are both valuable and vulnerable. To the extent feasible in existing facilities, network servers and other critical infrastructure shall be installed in physical locations that provide appropriate ventilation, electrical supply, and an absence of potential risks (e.g., water leaks). Future facility plans shall include consideration of proper physical spaces to house digital network infrastructure.
 - B. The District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, shall adopt a protocol for limiting access to spaces housing network servers and other critical infrastructure, and for logging the identity of those accessing those spaces and the dates of access.
 - C. If a OHM BOCES managed mobile device is assigned to a student or staff member for their dedicated use, a record shall be made identifying the device, the person to whom it is assigned, the date of the assignment, and the date of the expected return of the device. All devices shall be returned to the Instructional Technology Department no later than June 30 of each school year, unless prior arrangements have been made with the IT Department.
 - D. A staff member or student may take possession of an assigned device only after providing the Instructional Technology Department with a written agreement

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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acknowledging the following conditions with respect to the device and any related equipment provided with the device:

1. Use of the device must conform to the standards of responsible use set forth in this Policy, and all other applicable OHM BOCES policies and rules, whether the device is connected to the OHM BOCES' digital information systems or not;
2. The device remains the property of the OHM BOCES, and must be returned to the OHM BOCES at the designated time or when the user ceases to be affiliated with the OHM BOCES, if earlier;
3. The user will take reasonable care to protect the device from damage due to dropping or other physical shock, inclement weather, spillage of food or other substances, and other physical dangers;
4. The user will lock the device using the assigned password, will not share that password with anyone other than an authorized OHM BOCES employee or designee, and will not allow any other person to use the device;
5. The software installed on the device is owned by or licensed to the OHM BOCES, and the user may not copy or alter the installed software; the user will not install or download any software, program, application, or executable code onto the device that is not approved by an authorized OHM BOCES employee or designee;
6. The user acknowledges that the device may be equipped with software installed by the OHM BOCES to protect the device from damage from viruses or other malware, which may prevent the user from installing software or making other changes to the device, and the user agrees not to attempt to remove, neutralize, or circumvent this security measure;
7. The OHM BOCES retains the right to examine the device and its contents, and may do so remotely, and the user has no expectation of privacy in any information created, modified, stored, or transmitted with the device; and
8. If the device is damaged through the gross negligence of the user, the user will be responsible for compensating the OHM BOCES for the damage.

Where the user is a student, the acknowledgement shall be signed by both the student and a parent or person in parental relation.

V. User Access Rights

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- A. The OHM BOCES shall assign each user rights to access only those assets of the digital information systems, and only those data fields, files, or elements that are appropriate to the user's status and, where applicable, job responsibilities.
- B. The OHM BOCES shall periodically review the roster of users and their assigned access rights, and make adjustments to reflect any changes in circumstances.
- C. Users shall be required to use passwords that meet standards established by the District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, and to change passwords periodically.
- D. The District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, is authorized to develop and adopt procedures and protocols for assigning, reviewing, and removing user access rights, including the use of passwords. These procedures and protocols shall include procedures for removing users from the roster when an individual is no longer affiliated with the OHM BOCES.

VI. Mitigation of Business Interruption Risk

- A. The District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, is authorized to develop and implement the procedures and protocols for disaster recovery and information backups. The Board shall be briefed on the status of these plans at least annually.
- B. As part of the disaster recovery plan, the OHM BOCES shall create, periodically review, and update as necessary, a plan for routine backup of the information stored in the OHM BOCES' digital information systems. The backup plan shall balance cost and administrative effort with the potential consequences of losing particular data elements. The importance of individual data elements or databases to the continued operation of the OHM BOCES shall be prioritized and backup schedules set accordingly.
- C. The OHM BOCES shall create, periodically review, and update as necessary, a disaster recovery plan that provides a reasonably specific roadmap to responsible OHM BOCES personnel of the steps to follow in responding to, and recovering from, a disaster-related interruption of the operation of the OHM BOCES' digital information systems. The plan shall be responsive to such extraordinary events as flood, storm, electrical grid failure, system component failure, and cyber intrusion.

VII. Email Component of Digital Information Systems

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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- A. All references in this Policy to the use of OHM BOCES digital information systems include the use of those systems for the composing, sending, receipt, and storage of email. The OHM BOCES' reserved right to access and inspect information stored on or passing through its systems applies to email messages and related metadata. The standards of responsible use set forth above apply to email.
- B. Use of Email By Staff Members
1. Staff members are provided with credentials to access and use the OHM BOCES' email domain (@oneida-boces.org) to send and receive work-related emails. As noted above, those emails are not confidential or private. The OHM BOCES may review those emails for any reasonable business purpose, including to ~~insure~~ ensure compliance with this and other Policies, and with other applicable laws and regulations. The OHM BOCES may be required to disclose emails to third parties pursuant to the Freedom of Information Law (FOIL), Family Educational Rights and Privacy Act (FERPA), or other legal requirements. Employees shall not conduct personal business using the OHM BOCES' email address.
 2. Staff members must use the OHM BOCES' email domain to send and receive all work-related messages. If a staff member uses a personal email account to send or receive a work-related message, the staff member may be required to provide access to the personal email account in order to comply with FOIL, FERPA, or another legal requirement.
 3. If a staff member stores personal email, or passwords to personal email accounts, on the OHM BOCES' digital information systems, that information will be available to the OHM BOCES.
 4. Each email is a business document. Consistent with the standards for responsible use set forth above, all email should be businesslike, appropriate to the business purpose, and respectful of the recipients. Staff members must keep in mind that every email is subject to public disclosure under FOIL.
 5. Emails that contain personally identifiable student information may be classified as education records under FERPA. Staff members should use discretion when communicating personally identifiable student information to anyone through email. Disclosure of personally identifiable student information to other staff members should be limited to those staff members who work with the student.
- C. Use of Email by Students

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1. Use of the OHM BOCES' email domain by students is permitted when assigned by a teacher as part of a class requirement, project, or unit.
2. Students may not access their personal email accounts (such as Yahoo!, MSN, personal Gmail, etc.) through a OHM BOCES owned machine.
3. The OHM BOCES' email domain is filtered and can be monitored by school staff. Students do not have an expectation of privacy when using the OHM BOCES' email domain.

VIII. Personally-Owned Devices Connected to the OHM BOCES' Digital Information Systems

- A. When devices not owned or managed by the OHM BOCES access the OHM BOCES' digital information systems, the OHM BOCES is exposed to several additional risks, such as the risk that malware will infiltrate the OHM BOCES' system from a non-secure device; the risk that confidential student information will migrate to the device, which might then be lost or stolen; and the risk that records relating to OHM BOCES business will be stored on the device, and the OHM BOCES will be legally obligated to produce those records in response to a FOIL request or litigation. To mitigate these risks, employees connecting non-OHM BOCES managed devices to the OHM BOCES' digital information systems shall be required to accept certain requirements.
- B. The District Superintendent, in consultation with the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, shall develop and implement procedures and protocols for authorizing devices not managed by the OHM BOCES to be connected to the OHM BOCES' digital information systems. Devices shall not be connected to the OHM BOCES' systems unless the user of the device agrees to the terms determined by the District Superintendent to be appropriate and necessary to mitigate the foreseeable risks. Those terms shall include, but not be limited to:
 1. The user acknowledges familiarity with this Policy and other relevant Policies, and agrees that the use of the OHM BOCES' digital information systems through the device will comply with the standards of responsible use and other requirements in the Policies;
 2. The user agrees to give the OHM BOCES access to the memory of the device when the OHM BOCES has a business reason to retrieve data or documents, including the need to respond to a FOIL request; a request for education records under FERPA; or a litigation disclosure requirement, or a review to confirm compliance with the standards of responsible use;

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3. The user agrees that no OHM BOCES-related data or documents will be copied or otherwise stored in personal “cloud” accounts such as Dropbox, Box, OneDrive, etc.;
 4. The user agrees that OHM BOCES-related communications will be sent and received as email when practicable, and that text messaging will only be used to relay non-essential information;
 5. In the event that the device is lost, stolen, or missing for more than 48 hours, the user will immediately notify the ~~Director of Information and Technology~~ Assistant Superintendent for Support Services, and will cooperate with all OHM BOCES efforts to recover or reconstruct OHM BOCES-related information that was stored on the device;
 6. The user acknowledges that if the device is used to access the internet through the OHM BOCES’ digital information systems then that access will be filtered in accordance with the OHM BOCES’ Internet Safety Policy;
 7. The user agrees that all system updates and all application updates will be installed within a reasonable time of being available, and agrees that anti-virus software will be installed on the device, activated, and updated where applicable;
 8. The user agrees that, if the device has the capability to connect to the internet using cell phone connections, the user will not connect the device to the internet using that capability while on school premises. Instead, the user will always connect to the OHM BOCES network in order to connect to the Internet;
 9. The user agrees that the OHM BOCES will not be responsible for any damage that occurs to any component of the device, including processors, memory, video displays, WiFi or Bluetooth circuitry, or programs as a result of being connected to and operating on the OHM BOCES’ digital information systems; and
 10. The user agrees that failure to abide by the terms of use will be sufficient reason for the OHM BOCES to block the device from further access to the OHM BOCES’ digital information systems.
- C. The use of non-OHM BOCES managed devices by students on school property shall be subject to rules and protocols approved by the District Superintendent after consultation with building principals and teachers.

IX. Student Data Security and Parental Consent

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES
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- A. The creation, modification, storage, and transmission of personally identifiable student information using the OHM BOCES’ digital information systems must comply with the requirements of F federal and S state law.
 - 1. Usernames and passwords assigned to or created for students will generally be considered personally identifiable student information.
 - 2. Personally identifiable student information may not be provided to third party contractors (including online or “cloud” services) without determining that any online Terms of Service or other online agreement complies with federal and state laws. The District Superintendent shall develop and implement a procedure for administrators, teachers, and other staff to seek evaluation of any online product or service that they wish to implement to support instruction or business operations.
- B. The standard procedure in the OHM BOCES shall be to provide each student with access to the OHM BOCES’ digital information systems unless the student violates the OHM BOCES rules for the use of those systems or the OHM BOCES is notified in writing (including email) by a student’s parent or person in parental relation that the student is not to be given access to those systems. At the time of enrollment and the beginning of each school year, a student’s parent or person in parental relation shall be notified of this Policy, the importance of online access to contemporary education methods, and how to inform the OHM BOCES that their student is not to be given access to the OHM BOCES’ digital information systems.

X. Data Security Awareness Training

OHM BOCES staff shall be provided with instruction concerning the requirements of applicable laws and this Policy, and the importance of following best practices to protect the security of information stored in the OHM BOCES’ digital information systems.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Cross Ref: 0015, Equal Opportunity and Nondiscrimination
1005, Code of Conduct
5300, Internet Safety

Adopted 07/10/02

Revised: 04/10/19, _____

SUPPORT OPERATIONS

USAGE OF SURVEILLANCE SECURITY CAMERAS IN THE ONEIDA-HERKIMER- MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES

I. Statement of Policy

The Board of Cooperative Services promotes student, staff and visitor safety in all OHM BOCES facilities, grounds or buses. In order, that we may ensure a safe and effective learning environment, the Board of Cooperative Educational Services promotes the use of ~~surveillance~~-security cameras when necessary in all OHM BOCES facilities, grounds or buses. ~~Surveillance~~-security cameras will be used in public areas and other non-public areas, except areas, such as rest rooms, where there is an obvious requirement for privacy. Audio recordings will not be made with such cameras. Such prohibition does not preclude the use of audio recordings by law enforcement or OHM BOCES personnel when used in accordance with their official duties and as authorized by law.

II. Development and Review of Safety Practices

The OHM BOCES Safety Team will develop and review OHM BOCES safety practices. The team will make recommendations to the District Superintendent regarding the use and implementation of ~~surveillance~~-security cameras. The District Superintendent will retain the final decision making authority regarding Safety Team recommendations. The District Superintendent, will communicate with the Cooperative Board concerning the procedures to be followed with regard to the use of ~~surveillance~~-security cameras by OHM BOCES.

III. Use

In determining the most appropriate use and implementation of ~~surveillance~~-security cameras in the OHM BOCES, facilities, grounds and buses the OHM BOCES-wide Safety Team's recommendation will be guided by the following consideration:

- A. A demonstrated need for the device at designated locations;
- B. The appropriateness and effectiveness of the proposed usage of ~~surveillance~~-security cameras;
- C. The use of additional, less intrusive, means to further address the issue of school safety (e.g., restricted access to building, use of pass cards or identification badges, increased lighting, alarms, added supervision, etc.);
- D. Everyone's right to privacy and the need for public safety; and

SUPPORT OPERATIONS

USAGE OF SURVEILLANCE SECURITY CAMERAS IN THE ONEIDA-HERKIMER-
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- E. The expense involved in the purchase, installation, maintenance and monitoring of ~~surveillance~~ security cameras at designated locations, including buses and/or on OHM BOCES grounds.

IV. Video Recording

Any video recording used for ~~surveillance~~ security purposes in OHM BOCES facilities, grounds and buses, will be the sole property of the OHM BOCES. The District Superintendent or a designee will be the custodian of such recordings. All video recordings will be their original form and secured to avoid tampering and to ensure confidentiality in accordance with applicable laws and regulations.

V. Viewing

Requests for viewing a specific video recording must be made in writing to the District Superintendent or designee and, if the request is granted, such viewing must occur in the presence of the OHM BOCES designated custodian of the recording. Under no circumstance will the OHM BOCES video recording be duplicated and/or removed from the OHM BOCES premises unless in accordance with a court order and/or subpoena or as otherwise required by law.

VI. Signage/Notification Regarding Use of ~~Surveillance~~ Security Cameras in OHM BOCES Buildings, Buses and/or on Grounds

- A. Appropriate signage will be posted at entrances to the OHM BOCES campus and/or at major entrances into OHM BOCES buildings notifying students, staff and the general public of the OHM BOCES use of ~~surveillance~~ security cameras.
- B. Students and staff will receive additional notification, as appropriate, regarding the use of ~~surveillance~~ security cameras on the OHM BOCES buses and/or on grounds. Such notification may include, but is not limited to, publication in the OHM_BOCES calendar, employee handbook, and student handbook. Such notification does not preclude, as deemed appropriate by administration, the discussion of the use of ~~surveillance~~ security cameras with staff and students to heighten awareness and help foster a sense of security. Neither shall this policy preclude the use of covert ~~surveillance~~ security methods, when deemed appropriate by the Board of Cooperative Educational Services and/or the District Superintendent.

SUPPORT OPERATIONS

USAGE OF SURVEILLANCE SECURITY CAMERAS IN THE ONEIDA-HERKIMER-
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VII. Records Retention

- A. All videotaped or other recordings obtained for security purposes that contain incidents that have potential administrative or legal uses (e.g. incidents where students are hurt, illegal activities, etc.) will be kept by OHM BOCES for three (3) years.

- B. Videotaped or other recordings not containing incidents warranting retention for potential administrative or legal uses need only be retained for at least two (2) weeks.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Family Education Rights and Privacy Act, 20 U.S.C. 1232(g); NY Labor Law
Section 203-c; NY Penal Law Article 250

Adopted: 07/01/2004

Revised: 07/12/18, _____

Policy

Draft 04/15/2022

5307

SUPPORT OPERATIONS

Policy is Required

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

I. Statement of Policy

- A. In order to conduct a successful education program, the OHM BOCES receives, creates, stores, and transfers information about students, teachers, and principals that is protected by state and federal law. The Board of Cooperative Educational Services has adopted this Policy to ensure OHM BOCES compliance with the requirements of Education Law Section 2-d.
- B. The OHM BOCES takes active steps to protect the confidentiality of protected information in compliance with all applicable state and federal laws. The OHM BOCES expects all OHM BOCES officers, employees, and partners to maintain the confidentiality of protected information in accordance with state and federal law and all applicable Board of Cooperative Educational Services Policies.
- C. This Policy shall be published on the OHM BOCES website.

In order to conduct a successful education program, the OHM BOCES receives, creates, stores, and transfers information about students, teachers, and principals that is protected by state and federal law. The OHM BOCES takes active steps to protect the confidentiality of protected information in compliance with all applicable state and federal laws. The OHM BOCES expects all OHM BOCES officers, employees, and partners to maintain the confidentiality of protected information in accordance with state and federal law and all applicable Board of Cooperative Educational Services Policies.

This Policy shall be published on the OHM BOCES website.

II. Scope of Policy

A. Protected Information

- 1. The term Protected Information used in this Policy includes both, Protected Student Information, and Protected Teacher and Principal Information that is recorded in any form, including paper or digital, and text or image or sound.
- 2. The term Protected Student Information means personally identifiable information as defined in the federal regulations implementing the Family Educational Rights and Privacy Act (FERPA), found at 34 C.F.R. Section 99.3.

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PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

3. The term Protected Teacher and Principal Information means personally identifiable information about an individual's Annual Professional Performance Review (APPR) rating, as described in Education Law Section 3012-c(10).

B. Affected Persons and Entities

1. The term Student includes any person attending school in an educational agency or seeking to become enrolled in an educational agency.
2. The term Parent includes the parent, legal guardian, or person in parental relation to a Student.
3. The term Data Subject includes any Student and the Parent of the Student, and any teacher or principal who is identified in Protected Information held by the OHM BOCES.
4. As used in this Policy, the term Third Party means any person or organization that (a) is not employed by this OHM BOCES and is not an Educational Agency and (b) receives Protected Information from this OHM BOCES. The term Third-Party includes for-profit organizations, not-for-profit organizations, higher education institutions, and governmental agencies that are not Educational Agencies (such as law enforcement agencies).
5. As used in this Policy, the term Educational Agency includes public school districts, boards of cooperative educational services, charter schools, the State Education Department, certain pre-k programs, and special schools described in Section 2-d of the Education Law; higher education institutions are not Educational Agencies for purposes of this Policy.

C. Other Important Definitions

1. The term Breach means the unauthorized acquisition of, access to, use of, or disclosure of Protected Information by or to a person who is not authorized to acquire, access, use, or receive that Protected Information.
2. A Disclosure of Protected Information occurs when that information is released, transferred, or otherwise communicated to an unauthorized party by any means, including oral, written, or electronic; a disclosure occurs whether the exposure of the information was intentional or unintentional. A Disclosure is Unauthorized if it is not permitted by state or federal law

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or regulation, or by any lawful contract, or not made in response to a lawful order of a court or tribunal.

3. The term Commercial or Marketing Purpose means (a) the sale of Protected Student Information, (b) the use or disclosure of Protected Student Information by any party (including the OHM BOCES) for purposes of receiving remuneration, either directly or indirectly, (c) the use of Protected Student Information for advertising purposes, (d) the use of Protected Student Information to develop or improve a Third Party product or service, or (e) the use of Protected Student Information to market products or services to students.

D. Implementation with Other Policies and Laws

The OHM BOCES has adopted other Policies and practices to comply with state and federal laws such as FERPA, IDEA, and the National School Lunch Act. This Policy will be implemented to supplement, and not replace, the protections provided by those laws, as recognized in OHM BOCES Policies and practices.

III. General Principles for Use and Security of Protected Information

A. Intentional Use of Protected Information

1. All OHM BOCES staff and officers are expected to receive, create, store, and transfer the minimum amount of Protected Information necessary for the OHM BOCES to implement its education program and to conduct operations efficiently. In particular, the number of email documents containing Protected Information should be minimized.
2. Protected Student Information will only be disclosed to other OHM BOCES staff or Third Parties when that person or entity can properly be classified as a school official with a legitimate educational interest in that Protected Information, meaning that the person or entity requires that information to perform their job or fulfill obligations under a contract with the OHM BOCES.
3. Protected Information shall not be disclosed in public reports or other public documents.
4. Before Protected Student Information is disclosed to a Third Party, there shall be a determination that the disclosure of the Protected Information to that Third Party will benefit the student(s) whose information is being disclosed and the OHM BOCES.

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(DATA SECURITY AND PRIVACY)

5. Except as required by law or in the case of educational enrollment data, the OHM BOCES shall not report to the State Education Department student juvenile delinquency records, student criminal records, student medical and health records, or student biometric information.

B. Commercial and Marketing Use of Protected Information Prohibited

The OHM BOCES shall not sell protected information or use or disclose protected information for the purpose of receiving remuneration either directly or indirectly. The OHM BOCES shall not facilitate the use of Protected Information by another party for that party's commercial or marketing purpose.

IV. Data Protection Officer

A. Board of Cooperative Educational Services Designation

Upon the recommendation of the District Superintendent, the Board of Cooperative Educational Services will designate a Data Protection Officer. The designation shall be made by formal action at a Board of Cooperative Educational Services meeting.

B. Responsibilities of Data Protection Officer

1. The Data Protection Officer shall be responsible for the implementation of this Policy, under the supervision of the District Superintendent and consistent with other Board of Cooperative Educational Services Policies.
2. The Data Protection Officer shall serve as the initial point of contact for data security and privacy matters affecting the OHM BOCES, including communications with the Chief Privacy Officer of the State Education Department.
3. In addition to specific responsibilities identified in this Policy, the Data Protection Officer shall oversee the OHM BOCES assessment of its risk profile and assist the District Superintendent in identifying appropriate steps to decrease the risk of Breach or Unauthorized Disclosure of Protected Information, in alignment with the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

V. Actions to Reduce Cybersecurity Risk

A. NIST Cybersecurity Framework

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PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

1. The OHM BOCES shall plan, install, maintain, operate, and upgrade its digital information network systems, infrastructure, and practices in alignment with the NIST Cybersecurity Framework, version 1.0, with the goal of steadily reducing the risk of unauthorized disclosure of, or access to, the Protected Information stored on and transmitted through the network.
2. In accordance with the approach of the NIST Cybersecurity Framework, the District Superintendent shall direct appropriate OHM BOCES personnel, including the Data Protection Officer, to continually assess the current cybersecurity risk level of the OHM BOCES, identify and prioritize appropriate “next steps” for the OHM BOCES to take to reduce cybersecurity risk, and implement actions to reduce that risk, consistent with available fiscal and personnel resources of the OHM BOCES.
3. Decisions regarding procurement and implementation of hardware and software, and decisions regarding the collection and use of Protected Information, shall take into consideration the anticipated benefit to the education program or operations of the OHM BOCES, and the potential increase or decrease in the risk that Protected Information will be exposed to unauthorized disclosure.

B. Setting Expectations for Officers and Employees

1. Notice of this Policy shall be given to all officers and employees of the OHM BOCES.
2. Officers and employees of the OHM BOCES shall receive cybersecurity training designed to help them identify and reduce the risk of unauthorized disclosures of Protected Information. Each employee shall receive such training at least annually. This training shall include information about the state and federal laws that govern Protected Information and how to comply with those laws and meet OHM BOCES expectations for the use and management of Protected Information.

VI. Parents Bill of Rights for Data Privacy and Security

A. Content of the Parents Bill of Rights for Data Privacy and Security

The OHM BOCES publishes on its website and will maintain a Parents Bill of Rights for Data Privacy and Security that includes all elements required by the

SUPPORT OPERATIONS

Policy is Required

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
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Commissioner's Regulations, including supplemental information about data-sharing agreements as described in Part B below.

B. Public Access to the Parents Bill of Rights for Data Privacy and Security.

The Parents Bill of Rights for Data Privacy and Security shall be posted on the OHM BOCES website. The website copy of the Parents Bill of Rights for Data Privacy and Security shall include links to the following supplemental information about each contract between the OHM BOCES and a Third Party that receives Protected Information:

1. The exclusive purpose(s) for which the OHM BOCES is sharing the Protected Information with the Third Party;
2. How the Third Party will ensure that any other entities with which it shares the Protected Information, if any, will comply with the data protection and security provisions of law and the contract;
3. When the agreement expires and what happens to the Protected Information when the agreement expires;
4. That a Data Subject may challenge the accuracy of the Protected Information through the process for amending education records under the Education Records Policy of the OHM BOCES (Protected Student Information) or the appeal process under the APPR Plan of the OHM BOCES (Protected Teacher and Principal Information);
5. Where the Protected Information will be stored (described in a way that protects data security); and
6. The security protections that will be taken by the Third Party to ensure that the Protected Information will be protected, including whether the data will be encrypted.

VII. Standards for Sharing Protected Information with Third Parties

A. Written Agreement For Sharing Protected Information With a Third Party Required

1. Protected Information shall not be shared with a Third Party without a written agreement that complies with this Policy and Section 2-d of the Education Law.

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2. Disclosing Protected Information to other educational agencies does not require a specific written agreement, because educational agencies are not Third Parties. However, any such sharing must comply with FERPA and Board of Cooperative Educational Services Policy.
 3. When the OHM BOCES uses a cooperative educational services agreement (CoSer) with a BOCES (the CoSer BOCES) to access an educational technology platform that will result in Protected Information from this OHM BOCES being received by a Third Party, this OHM BOCES will confirm that the product is covered by a contract between the CoSer BOCES and the Third Party that complies with Education Law Section 2-d. This OHM BOCES will confirm with the CoSer BOCES the respective responsibilities of this OHM BOCES and the CoSer BOCES for providing breach notifications and publishing supplemental information about the contract.
- B. Review and Approval of Online Products and Services Required
1. OHM BOCES staff do not have authority to bind the OHM BOCES to the Terms of Use connected to the use of online software products, regardless of whether there is a price attached to the use of the online product. Any staff member considering the use of an online product to perform the duties of their position should carefully read the online Terms of Service to determine whether accepting those terms will be considered binding on the OHM BOCES by the vendor.
 2. If the use of an online product will result in the vendor receiving Protected Information, then the vendor is a Third Party and any agreement to use the online product must meet the requirements of this Policy and Education Law Section 2-d. Therefore, no staff member may use an online product that shares Protected Information until the use of that product has been reviewed and approved by the Data Protection Officer.
 3. The District Superintendent, in consultation with the Data Protection Officer, shall establish a process for the review and approval of online technology products proposed for use by instructional or non-instructional staff.
- C. Minimum Required Content for Third-Party Contracts
1. Protected Information may not be shared with a Third Party unless there is a written, properly authorized contract or other data-sharing agreement that obligates the Third Party to:

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- a. maintain the confidentiality of the Protected Information in accordance with all applicable state and federal laws;
- b. maintain the confidentiality of the Protected Information in accordance with this Policy;
- c. use the shared Protected Information only for the purpose(s) specifically described in the contract, and to not use the Protected Information for any Commercial or Marketing Purpose;
- d. limit access to Protected Information to only those officers and employees who need access in order to perform their duties in fulfilling the contract on behalf of the Third Party;
- e. ensure that no officer or employee of the Third Party will be given access to Protected Information until they have received training in the confidentiality requirements of state and federal laws and this Policy;
- f. not disclose any Protected Information to any other party who is not an authorized representative of the Third Party using the information to carry out Third Party's obligations under the contract, unless (i) Third Party has the prior written consent of the Data Subject to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure unless such notice is expressly prohibited by the statute or court order;
- g. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
- h. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of Health & Human Services (HHS) in guidance issued under P.L. 111-5, Section 13402(H)(2);
- i. notify the OHM BOCES of any breach of security resulting in an unauthorized release of Protected Information by the Third Party or its assignees in violation of state or federal law, or in violation

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of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven (7) calendar days after the discovery of the breach; and

- j. where a breach or unauthorized disclosure of Protected Information is attributed to the Third Party, the Third Party shall pay for or promptly reimburse the OHM BOCES for the full cost incurred by this OHM BOCES to send notifications required by the Education Law.
2. The contract or other data-sharing agreement with the Third Party must include the Third Party's Data Security and Privacy Plan that is accepted by the OHM BOCES. The Plan must include a signed copy of the OHM BOCES Parents Bill of Rights for Data Privacy and Security, and shall:
- a. warrant that the Third Party's practices for cybersecurity align with the NIST Cybersecurity Framework 1.0;
 - b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
 - c. outline how the Third Party will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with this Policy;
 - d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under the contract;
 - e. demonstrate that it complies with the requirements of Section 121.3(c) of the Education Commissioner's Regulations;
 - f. specify how officers or employees of the Third Party and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
 - g. specify if the Third-Party will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;

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- h. specify how the Third Party will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures and to promptly notify the OHM BOCES; and
 - i. describe whether, how, and when data will be returned to the OHM BOCES, transitioned to a successor contractor, at the OHM BOCES's option and direction, deleted or destroyed by the Third-Party when the contract is terminated or expires.
 3. The contract or other data-sharing agreement with the Third Party must also include information sufficient for the OHM BOCES to publish the supplemental information about the agreement described in Part VI-B of this Policy.

VIII. OHM BOCES Response to Reported Breaches and Unauthorized Disclosures

A. Local Reports of Possible Breach or Unauthorized Disclosures

1. Data Subjects and other OHM BOCES staff who have information indicating that there has been a Breach or Unauthorized Disclosure of Protected Information may report that information to the Data Protection Officer.
2. The report of suspected Breach or Unauthorized Disclosure must be made in writing. A report received by email will be considered a written report. The report shall provide as much information as is available to the reporting party concerning what Protected Information may have been compromised, when and how the possible Breach or Unauthorized Disclosure was discovered, and how the Data Privacy Officer may contact the reporting party. The Data Protection Officer shall make a form available online and in each school office to be used for reporting a suspected Breach or Unauthorized Disclosure.
3. The Data Protection Officer, or designee, shall take the following steps after receiving a report of a possible Breach or Unauthorized Disclosure of Protected Information:
 - a. promptly acknowledge receipt of the report;
 - b. determine, in consultation with appropriate technical staff, what, if any, technology-based steps should be taken immediately to secure against further compromise of Protected Information;

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(DATA SECURITY AND PRIVACY)

- c. conduct a thorough factfinding to determine whether there has been a Breach or Unauthorized Disclosure of Protected Information, and, if so, the scope of the Breach or Unauthorized Disclosure and how it occurred;
 - d. if a Breach or Unauthorized Disclosure of Protected Information is found to have occurred, implement the Cybersecurity Incident Response Plan to correct and ameliorate the Breach or Unauthorized Disclosure and provide appropriate notifications to the State Education Department (SED) Chief Privacy Officer and affected Data Subjects; and
 - e. when the factfinding process is complete, provide the reporting party with the findings made at the conclusion of the factfinding process; this should occur no later than sixty (60) days after the receipt of the initial report, and, if additional time is needed, the reporting party shall be given a written explanation within the (sixty) 60 days that includes the approximate date when the findings will be available.
 4. The Data Protection Officer shall maintain a record of each report received of a possible Breach or Unauthorized Disclosure, the steps taken to investigate the report, and the findings resulting from the investigation in accordance with applicable record retention policies, including Records Retention and Disposition Schedule ED-1.
 5. When this reporting and factfinding process results in confirmation of a Breach or Unauthorized Disclosure of Protected Information, the Data Protection Officer, or designee, shall follow the notification procedures described in Part VIII. B., below.
 6. The availability of this process for reporting suspected Breaches or Unauthorized Disclosures of Protected Information shall be communicated to all staff and all student households, in addition to the general posting of this Policy on the OHM BOCES website.
- B. Notification of Breach or Unauthorized Disclosure of Protected Information
 1. Third Parties who learn of the Breach or Unauthorized Disclosure of Protected Information received from the OHM BOCES are required by law to notify the OHM BOCES of that occurrence no more than seven (calendar) days after their discovery of the Breach or Unauthorized

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Disclosure. When the OHM BOCES receives such a notification, the Data Protection Officer, or designee, shall promptly obtain from the Third-Party the following information if it is not already included in the notice:

- a. a brief description of the Breach or Unauthorized Disclosure;
 - b. the dates of the incident;
 - c. the dates of the discovery by the Third Party;
 - d. the types of Protected Information affected; and
 - e. an estimate of the number of records affected.
2. When the OHM BOCES is notified by a Third Party of a Breach or Unauthorized Disclosure of Protected Information in the custody of the Third Party, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten calendar days of receiving it from the Third Party, using the form provided by the Chief Privacy Officer.
 3. When the OHM BOCES learns of an Unauthorized Disclosure of Protected Information originating within the OHM BOCES, whether as the result of a report made under this Policy or otherwise, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten calendar days of discovering the Unauthorized Disclosure, using the form provided by the Chief Privacy Officer.
 4. When the OHM BOCES has received notification from a Third Party of a Breach or Unauthorized Disclosure of Protected Information or has otherwise confirmed that a Breach or Unauthorized Disclosure of Protected Information has occurred, the OHM BOCES shall notify all affected Data Subjects by first-class mail to their last known address, by email, or by telephone, of the Breach or Unauthorized Disclosure. Notifications by email shall be copied into the record of the incident. Logs of telephone notifications shall be maintained with each record signed by the OHM BOCES employee making the contact. Each notification shall include the following information:
 - a. each element of information described in paragraph 1 above,

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- b. a brief description of the OHM BOCES investigation of the incident or plan to investigate; and
 - c. contact information for the Data Protection Officer as a point of contact for any questions the Data Subject may have.
5. The notification of affected Data Subjects shall be made in the most expedient way possible and without unreasonable delay, but no later than 60 calendar days after the discovery of the Breach or Unauthorized Disclosure or the receipt of the notice from the Third Party. If notification within the 60 day period would interfere with an ongoing law enforcement investigation or would risk further disclosure of Protected Information by disclosing an unfixed security vulnerability, the notification may be delayed until no later than seven calendar days after the risk of interfering with the investigation ends or the security vulnerability is fixed.
6. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure attributed to a Third Party, the Data Protection Officer shall prepare and submit to the Third Party a claim for reimbursement, as provided in Section 2-d of the Education Law.
7. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure of Protected Information under this Policy, the Data Protection Officer shall also determine whether the OHM BOCES is required to provide any notifications pursuant to the Information Security Breach policy.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law Section 2-d; Family Educational Rights and Privacy Act
FERPA 20 U.S.C. 1232g

Cross Ref: 7400 Education Records
5304 Information Security Breach

Adopted: 06/10/20

Review: _____

SCHOOL BOARD OPERATIONS

Policy is Required
FLAG DISPLAY

I. Statement of Policy

In keeping with New York State Education Law and Executive Law, the Board of Cooperative Educational Services accepts its duty to display the United States flag upon or near each OHM BOCES building during school hours, weather permitting, and such other times as the statutes may require or the Board of Cooperative Educational Services may direct.

II. Half-Staff

When ordered by the President, Governor, or local officer (i.e., to commemorate a tragic event or the death of an outstanding individual), the flag shall be flown at half-staff. The District Superintendent's approval shall be required for the flag to be flown at half-staff upon any other occasion.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §§418, 419; Executive Law §403

Adopted: 07/10/02

Revised: 07/12/18

Review: _____

Policy

Draft 02/28/2022
5301 DELETE

SUPPORT OPERATIONS

SOCIAL MEDIA & ELECTRONIC DEVICE POLICY

- I. The OHM BOCES recognizes that employees, students and The Board of Cooperative Educational Services members utilize social media as a learning tool, for a wide variety of communications, and social interaction endeavors.
- II. The OHM BOCES encourages the proper, appropriate use of electronic devices and social media by OHM BOCES employees, students and members of the Board of Cooperative Educational Services. Simultaneously, it seeks to prevent use of social media in a manner which disrupts the educational environment of the school or jeopardizes the safety, health and well-being of employees and students. The OHM BOCES does not intend to routinely monitor employees' use of social media during off-duty hours.
- III. The District Superintendent is authorized to establish rules governing the specific use of social media by employees and staff through the approval of Regulation 5301.1.

Oneida-Herkimer-Madison Board of Cooperative Educational Services
Adopted: 04/11/18

SUPPORT OPERATIONS

VEHICLE SAFETY

I. Statement of Policy

Students attending OHM BOCES classes are expected to use school buses provided to transport them.

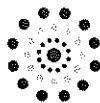
II. Personal Transportation

In those instances where students need to provide their own transportation, parking permits may be issued through the respective OHM BOCES school office. Students using vehicles on OHM BOCES property shall obey all traffic regulations of the State and of the OHM BOCES. Reckless driving and/or speeding shall not be tolerated. Student parking shall be allowed only in authorized places.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/10/19



Oneida-Herkimer-Madison BOCES

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Patricia N. Kilburn, Ed.D.

District Superintendent

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VII D. 2.

Approval of Appointment of Board Clerk
Pro Tempore

June 8, 2022

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: May 23, 2022

Subject: Appointment of Board Clerk Pro Tempore

Background:

At its July meeting, the Cooperative Board appoints a Board Clerk Pro Tempore to call the meeting to order.

Discussion:

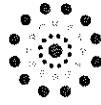
During the Reorganizational Meeting the Board Clerk is elected by the Cooperative Board, therefore there needs to be a Board Clerk Pro Tempore approved prior to that meeting in order to call the meeting to order.

Recommendation:

It is recommended that the Board appoint Mrs. Deborah Kimball as the Board Clerk Pro Tempore to call the July 13, 2022 Reorganizational/Regular meeting to order.

Resolution:

That the Board appoint Mrs. Deborah Kimball as the Board Clerk Pro Tempore to call the July 13, 2022 Reorganizational/Regular meeting to order.



Oneida-Herkimer-Madison BOCES

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VII D. 3.

Approval of the Date of the Reorganizational/
Regular Meeting in July 2022

June 8, 2022

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: May 23, 2022

Subject: Designation of the Date of the Reorganizational/Regular
Meeting in July 2022

Background:

Each year at its June meeting, the Cooperative Board designates the date for its July reorganizational/regular meeting. A tentative list (copy attached) of regular meetings is presented for the Board's review in June. The list of meetings is formally adopted at the July meeting.

Discussion:

The reorganizational/regular meeting must be held during the first 15 days of July, and the tentative list of meetings identifies July 13th as the suggested date for this year's meeting.

Recommendation:

It is recommended that the Board designate July 13, 2022 as the date of its reorganizational/regular meeting.

Resolution:

That the Board designate July 13, 2022, the second Wednesday in July, as the date of its reorganizational/regular meeting.

DRAFT POTENTIAL
SCHEDULE OF THE REGULAR MEETINGS
OF THE COOPERATIVE BOARD
2022-2023

The regular monthly meetings of the Cooperative Board are held on the second Wednesday of each month at 4:30 p.m. in The Howard D. Mettelman Learning Center (THDMLC), Oneida Room, Middle Settlement Road on the BOCES campus (*unless otherwise noted). Should the date, time or location of a meeting be changed, there will be proper advance notification.

July 13, 2022	THDMLC, Oneida Room, 4:30 p.m. (Reorganizational/Regular)
August 10, 2022	THDMLC, Oneida Room, 4:30 p.m.
September 14, 2022	THDMLC, Oneida Room, 4:30 p.m.
October 12, 2022	THDMLC, Oneida Room, 4:30 p.m.
November 9, 2022	THDMLC, Oneida Room, 4:30 p.m.
December 14, 2022	THDMLC, Oneida Room, 4:30 p.m.

2023

January 11, 2023	THDMLC, Oneida Room, 4:30 p.m.
February 8, 2023	THDMLC, Oneida Room, 4:30 p.m.
March 8, 2023	THDMLC, Oneida Room, 4:30 p.m.
April 5, 2023 (Annual)	THDMLC, Oneida Room, 7:30 p.m.
*April 19, 2023 (Regular)	THDMLC, Oneida Room, 4:30 p.m.
May 10, 2023	THDMLC, Oneida Room, 4:30 p.m.
June 14, 2023	THDMLC, Oneida Room, 4:30 p.m.

(Board Meetings are on the second Wednesday of each month - *unless otherwise noted)



Oneida-Herkimer-Madison BOCES

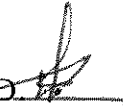
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VII D. 4.
Approval of Cooperative Bidding Agreement/
Madison-Oneida BOCES
June 8, 2022


MEMORANDUM

To: Cooperative Board

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

Date: May 12, 2022

Subject: Cooperative Bidding Agreement/
Madison-Oneida BOCES

Prepared By: Scott Morris 

Background:

The Oneida-Herkimer-Madison BOCES participates with a number of cooperative bidding consortiums throughout the state in an effort to obtain favorable pricing for the purchases of goods and services. These goods and services may be used directly by the BOCES or in consort with the component districts of the OHM BOCES. The coordinating entity typically requires the Boards of participating entities to authorize by resolution to enter into an agreement that outlines the bidding process that will be used in the procurement of goods and/or services.

Discussion:

The Oneida-Herkimer-Madison BOCES typically participates with the Madison-Oneida BOCES in a cooperative bid for various school supplies and school lunch commodities. The agreement, copy attached, outlines the process used by Madison-Oneida BOCES for these cooperative bid purchases.

Recommendation:

It is recommended that the Cooperative Board of Oneida-Herkimer-Madison BOCES approve participation with the Madison-Oneida BOCES for the cooperative bid purchase of various school supplies and/or school lunch commodities.

Resolution: (attached)

SM: ld
Attachment

RESOLUTION OF BOARD OF EDUCATION OF
ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES
(Regarding Cooperative Bidding)

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 2022-2023 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

WHEREAS, the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES ("the Participant") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Section 119-0; and

WHEREAS, this Board of Education has received and reviewed an agreement governing its rights and responsibilities should it elect to participate in the joint bidding of the Commodities ("the Agreement"); and

WHEREAS, this Board of Education wishes to appoint a district administrator as a member of a BOCES-wide committee to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to this Board of Education and making recommendations thereof, all in accordance with the board of Education's powers under relevant law and pursuant to the terms of the Agreement;

BE IT RESOLVED, that the Board of Education hereby appoints Assistant Superintendent for Support Services to represent it in all matters related above (the "Committee"); and

BE IT FURTHER RESOLVED, that in accordance with the Agreement, a copy of which is annexed hereto, the Board of Education agrees (1) to assume its equitable share of the costs of the cooperative bidding; (2) to abide by majority decisions of the participating districts on quality standards; (3) to award bid item purchases according to the recommendations of the Committee, unless all bids are rejected; and (4) to negotiate directly with the successful bidder(s) after the awarding of contract(s).

CERTIFICATION OF DISTRICT CLERK

I, _____, District Clerk of the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on _____, 20__.

DATED _____

SIGNATURE _____

COOPERATIVE BIDDING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, organized and existing pursuant to Section 1950 of the Education Law, with its officer and principal place of business located at Spring Road, Verona, New York (hereinafter referred to as "BOCES"), and ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as "the Participant").

WITNESSETH

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the BOCES does presently offer a cooperative bidding program in which various school districts and local government entities participate in the bidding and purchase of supplies and equipment on a collective scale, and

WHEREAS, the Participant is a duly qualified municipal corporation as defined by Section 119-n(a) of the General Municipal Law and desires to participate as a member of said cooperative venture, and

WHEREAS, the parties hereto desire to set forth their various rights, duties and responsibilities into an Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2022-2023, said time period to extend to June 30, 2023, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.

4. Upon opening of sealed bid submissions, the Participant shall be entitled to review and analyze the state prices requested. The review is accomplished by a committee of district representatives, each appointed by their respective Boards of Education. Specialty Board items can be reviewed by staff experts of each district, as delegated to the Advisory Committee by the official district representative. If the Cooperative Bidding Coordinator for BOCES received no objection from the Advisory Committee after their analysis of the bids received, then the Participant shall be hereby committed to purchase any quantities of the commodity in question from the Board winning vendor as awarded by the BOCES, based upon the analysis of the Review Committee of district representatives.
5. Upon the award of a bid by the Madison-Oneida Board of Education, a copy of said award shall be mailed to the Participant. Said award shall constitute a commitment from a vendor, thereby permitting the Participant to issue purchase orders for the delivery of the commodity in question in the quantities and at the delivery locations directed by the Participant.
6. The Participant shall not accept and make bid awards for commodities subject to this cooperative bidding independently and on its own behalf during the period in which BOCES is advertising for the same commodities or service except in the case of emergency or hardship.
7. The Participant desires and the BOCES agrees that the School Business Official or other District official of the Participant shall sit as a participating member of the BOCES Advisory Committee for Cooperative Bidding.
8. The terms and conditions of this Agreement and the authority thereof shall be governed by the terms and conditions set forth in Article 5-G, Sections 119-m, et al, of the General Municipal Law of the State of New York.
9. The Participant hereby covenants and agrees to accept sole responsibility for the payment due any vendor for all charges associated with the sale and delivery of those materials requested by the Participant. The Participant further agrees to hold harmless, indemnify, and defend the BOCES from all claims, actions, costs, expenses, and judgments that may arise from the purchases and delivery of the commodity in question for the Participant.
10. The parties hereto covenant and agree that this Agreement, although executed by an authorized representative of the Participant, shall be considered valid only when accompanied by the companion resolution adopted by the Board of Education for the participant authorizing the execution of this Cooperative Bidding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

MADISON-ONEIDA BOARD OF
COOPERATIVE EDUCATIONAL SERVICES (BOCES)

District Superintendent

ONEIDA-HERKIMER-MADISON BOCES (PARTICIPANT)



District Superintendent



Oneida-Herkimer-Madison BOCES


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for Support Services*
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VII D. 5.
Approval of Adoption of State Environmental Quality
Review Resolution
June 8, 2022


MEMORANDUM

To: Cooperative Board

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

Date: May 17, 2022

Subject: Adoption of State Environmental Quality Review Resolution

Prepared by: Scott Morris 

Background:

The Oneida-Herkimer-Madison Cooperative Board maintains a five-year facility plan that is overseen by the Capital Project Committee of the Board. Many of the items in the plan have been completed at this time with one major item still outstanding, replacement of windows and doors at the main campus building. The Cooperative Board approved a resolution at the March 10, 2021 meeting which approved the State Environmental Quality Review resolution for replacement of the windows.

Discussion:

Due to the size of this project (estimated to be in excess of \$1 million for the entire project) it is necessary to have SED approval. The process for approval will require submission of the plans and specifications to Facilities Planning. Prior to the submission a State Environmental Quality Review resolution must be adopted by the Cooperative Board which indicates that an assessment of the impact on the environment of the project has been completed. The previous

action in March 2021 should have included “and doors” in the resolution. In order for us to receive Project Approval and the Building Permit, a new resolution including “windows and doors” must be approved. This action item will meet this requirement.

Recommendation:

It is recommended that the Cooperative Board approve the SEQRA resolution as presented here.

Resolution:

Attached.

**RESOLUTION REGARDING
STATE ENVIRONMENTAL QUALITY REVIEW
RECONSTRUCTION PROJECTS
03/10/21 ITEM VII. D. 2.R1**

WHEREAS, the Oneida-Herkimer-Madison BOCES Cooperative Board (the "Board") has considered the effect upon the environment of the proposed reconstruction work at the:

**Main Building Complex (Window/Door Replacement)
Reconstruction - SED No. 41-90-00-00-0-011-008**

WHEREAS, the Board has received and reviewed the Scope of the Proposed Projects and has further received and considered the advice of its Architects and Engineers with regard to the environmental impact of the Project; now therefore

BE IT RESOLVED, by the Oneida-Herkimer-Madison BOCES Cooperative Board as follows:

1. The Board hereby determines in accordance with Article 8 (State Environmental Quality Review Act - SEQRA) of the Environmental Conservation Law that the Project is a Type II action which will not have a significant impact on the environment and is not subject to review under SEQRA.
2. The Project is hereby approved and the District Superintendent and all officers and employees of the District are authorized and directed to perform all actions and execute all documents necessary or appropriate to obtain the necessary funding, complete the Project and to carry out the intent of this resolution.
3. This resolution is effective immediately.

Motion _____

Second _____

Yes _____

No _____

Motion carried at meeting held _____.

Certified by Clerk _____
(Signature)



Oneida-Herkimer-Madison BOCES

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Scott Morris

Assistant Superintendent for Support Services



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VII D. 6.
Approval of FY 2022-2023 State-Wide Instructional
Technology Agreements
June 8, 2022

MEMORANDUM

TO: Cooperative Board
FROM: Patricia N. Kilburn, Ed.D. 
District Superintendent
DATE: May 10, 2022
SUBJECT: FY 2022 – 2023 State-Wide Instructional Technology Agreements
PREPARED BY:  Scott Morris/Elizabeth Hartnett

Background:

Oneida-Herkimer-Madison BOCES would like to participate with other BOCES districts in New York State in the joint agreement for the purchasing of State-Wide Instructional Technology Agreements to include NYSITCC, NYSDL, SOLID, and DREAM.

Discussion:

Each year your local Board of Education must pass a resolution to participate in the statewide contracts, managed by Erie 1 BOCES, Erie 2 BOCES, and Capital Region BOCES (on behalf of the consortium members). A single resolution may cover any combination of contracts. However, each contract, with which your center wishes to participate, must be specified in a resolution.

The contracts currently negotiated by Erie 1 BOCES NYSITTC are:

3D Bear – 3D Bear

3DUX dSIGN

A+ Educators (dba Woz U Education) - Beyond Targeted, Propel(No New Purchases), FOCUS, STEAM Lesson Library

ABRe.IO

Accelerate Learning - STEMscopes

Achieve3000 - Smarty Ants, Acheive 3000 Literacy, Acieve 3000 Literacy with boost, Achieve 3000 Literacy intensive, eScience 3000, Actively Learn, Achieve3000 Math



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American Reading - *SchoolPace/eIRLA & eLibraries*

Amplify Education, Inc. - *Amplify Science* (Kits not included)

Aperture Education - *DESSA*

Apple (Opt-in)

Be Published

Beable Education

BK Interactive - *Boardworks*

Blocksi - *Blocksi*

Blooket - Free Instructional Resource

Bloomboard - *Bloomboard*

Bloom Learning - Free Instructional Resource

Brain Pop - *Brain Pop* (All)

Branching Minds

Breakout EDU – *Breakout EDU*

Bridges Transitions – *Choices* (All)

Capstone - *Buncee for School Districts; Buncee Classroom*

Carnegie Mellon Computer Science - Free Instructional Resource

Castle Learning – *Castle Learning*

CDW – *Lightspeed Classroom*

CharmTech Labs, LLC - *Capti Voice*

Classcraft - *Classcraft*

Classcraft - Free Instructional Resource

Class Hero

Code Monkey - *Code Monkey*

Code.org - Free Instructional Resource

Codesters - *Python 1 & 2, Curriculum Bundle*

Committee for Children – *Second Step*

Curriculum Associates - *iReady Reading/Writing, Math, Teacher Toolbox, iReady Diagnostics, iReady Instructional*

Dell Advanced Learning Partnerships Firm

Desmos - Free Instructional Resource

Digital Teaching Tools - Free Instructional Resource

DocuSign – *DocuSign*

Dreambox - *Dreambox*

Dropbox – *Hello Sign*



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EBSCO – *EBSCO – Learning Express*

Edcite - Free Instructional Resource

Edmentum - *EducationCity, Exact Path, Study Island, Reading Eggs, BASE*

eDoctrina - *Accountability Suite, beHave, PD 360, Question Banks, RePORT Cards, Educator Suite*

EdPuzzle – *EdPuzzle Pro*

EdPuzzle - Free Instructional Resource

Educational Vistas - *Staff Trac & Data Mate, AIMS Social Studies Management, Datamate online portfolio, Social Emotional Learning System, Curriculum Developer, Degrees of Learning*

EduMetrisis

EduPlanet – *EduPlanet 21*

Eduporium - *Root Robotics, Robo Wunderkind, E-Blox*

Elementari LLC

Empower U

eSpark – *eSpark, Math & Reading K-5, Frontier (only for grandfathered districts)*

EverFi - Free Instructional Resource

ExcelSoft - *Saras eAssessment*

Explore Learning - *Gizmos, Reflexmath, Science 4 us, Frax*

Formative

Frontline – *Frontline Evaluation, Guidance Direct, Focus for Teachers, Focus for Observers*

Gale – *Miss Hubblebee's Academy, Gale Interactive Science, Imago*

Go Guardian – *Teacher*

Grammar Flip

Great Minds PBC - *Eureka Math in Sync, Eureka Math Affirm, Eureka Math Equip, PHD Science in Sync, Eureka Math Squared, Great Minds*

Gynzy

Hapara - *Hapara*

High School Esports League - *High School Esports League*

Hobsons, Inc. - *Naviance*

Houghton Mifflin - *Amira, Waggle, Writable, Math Inventory, HMH Into Math (K-8), Into Math (Algebra 1, Geometry, Algebra 2), Math 180, Math Inventory, Math Expressions, HMH Science Dimensions: (Biology, Chemistry, Earth and Space Science, Physics), You Solve it, READ 180, System 44, iRead, Reading Inventory, Phonics Inventory, Reading Counts, Into Reading, Into Literature, Math in Focus*

iDesign Solution - *Kitronik, VEX Robotics, Robolink, Zumi, Brainco Stem Kit*

IDesign USA



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Illuminate Education - *FastBridge Learning*

Imagine Learning - *Imagine Language & literacy, Imagine Espanol, Imagine Math Facts, Imagine Math, PurposePrep-SEL, MyPath*

Immersed Games - *Immersed Games - MS Science (Grade 6-8)*

Impero - *Classroom*

In position Technologies - *In position Technologies*

Infobase Holding

Inknoe - *Free Instructional Resource*

Instructure - *Portfolium, MasteryConnect*

Interactive Media – *Exploring Robotics, Scribbler Robot, AirBlock Drone, Ozobot, Dash, mBot, Ranger, Grove Pi, CueRobot, GoPiGo, GiggleBot, Cubelets, Shield-Bot, Codey Rockey, Blue-Bot*

Isafe - *Isafe*

iStation - *iStation - ISIP Reading, Math, Espanol*

IXL Learning - *IXL Learning (Math, Science, ELA, SS and Spanish)*

JZA Training Systems INC – *CoderZ*

Khan Academy - *Free Instructional Resource*

Kialo - *Free Instructional Resource*

Kinems - *Kinems*

Labster

Learning.com – *Learning.com*

Learning A-Z

Learning Ally – *Learning Ally*

Learning Sciences – *iObservation*

Learning Without Tears - *Keyboarding Without Tears, Handwriting Without Tears*

Legends of Learning - *Legends of Learning Science Games*

Lego Education - *LEGO Education*

Lexia Learning - *Lexia Core 5 Reading (Pre K-5), PowerUp Literacy (Grades 6 and up)*

Linkit - *Linkit*

Logisoft – *Adobe Creative Suite & Adobe Sign*

Mad-Learn - *Mad-Learn*

Maia Learning - *Maia*

Makers Empire – *Maker's Empire*

Manage Mindfully - *Move this World (K-12)*

Math Space - *Math Space*



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McGraw Hill - *Impact Elementary Social Studies (K-5), Networks SS - NY Edition (6-12), Studysync (6-12), Redbird Math, ALEKS, Wonders, Open Court*

Mind Research Institute - *ST Math*

Mindsets Learning

Moby Max - *Moby Max (ELA, Math, Science & SS)*

Mr. Elmer

Mtelegence - *Readorium - Rising Reader (3-5) & Scholar (6-8)*

Music First - *Music First, Music First teacher, Music First Jr, Optional Content*

NASEF - Free Instructional Resource

Nearpod - *Nearpod (all add on bundles), Flocabulary, Math*

Nearpod - Free Instructional Resource

Neuron Fuel - *Tynker*

Newsela - *Newsela Pro School, Newsela Pro Teacher*

Newsela - Free Instructional Resource

NextWave Stem

No RedInk - *No RedInk*

Notable - *Kami*

NWEA - *Map Growth, Map reading fluency, Spanish Language Assessments, Map Skills, MAP Accelerator, CAPP*

Pasco Scientific - *Pasco Scientific*

Passport for Good - *Passport for Good*

Pear Deck

Pear Deck - Free Instructional Resource

Pearson (1) - *Review 360, Qglobal*

Pearson - *Write to Learn, AIMS Web PLUS, SSIS SEL, BASC-3*

Performance Learning Systems (dba PLS 3rd Learning) – *NY Learns*

Pixton Comics - Free Instructional Resource

Play Vs Inc. - *Play Vs*

Power My Learning - *PowerMy Learning*

PowerSchool - *Unified Talent, Naviance*

PowerSchool – Schoology - Free Instructional Resource

QuaverEd – *Quaver SEL, Quaver Music*

Reading Horizons

Reading Plus - *Reading Plus*



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Renaissance Learning - *STAR Reading, STAR Early Literacy, STAR Math, STAR Custom, STAR 360, Accelerated Reader & AR 360, Freckle, myON Reader, myON News, myOn, My IGDIs, Star Elementary, Star CBM, Lalilo*

Rethink ED - *Rethink ED*

Right Reason Technologies - *Right Path*

Ripple Effects

Rubicon West, Inc. - *Atlas*

SAI Interactive

SAVVAS – *Magruder's American Government, World History 9-12, US History, World Geography, World History, My World Interactive, K-5 & American History, My Perspectives, My View, Words Their Way, Envision Math, Investigations, SuccessMaker, Elevate Science, ML Biology, Interactive Music, Experience Chemistry, ILit, Pearson Economics, Project Imagine*

SchoolBinder - *TeachBoost Evaluation*

SchoolLinks - *SchoolLinks*

Scoir

SeeSaw Learning – *Seesaw, Seesaw Lessons*

SkillStruck

SkyOP - *SkyOP Drone Training Curriculum*

Small Factory Innovations - *SiLAS*

Smart Science - *Smart Science (3-12 & AP)*

SnapWiz

SnapWiz - Free Instructional Resource

Soundtrap

Standard for Success - *Standard for Success*

STEM SIMS

Suntex – *First in Math* - Free Instructional Resource

Tech4Learning - *Wixie*

Tech Row – *Tech Row Media*

TEQ - *OTIS Online PD, Learning Lab Disc, NAO, SMART, Matter and Form, Merge, SAMLabs, Robotis, Ozobot & Evo, Pi-Top, Sphero, STEmFuse, Little Bits, Makey Makey, and Bloxels, OSMO, KIBO, wonder workshop, Active Floor, 3Doodler, Cubetto, Emblaser (Afinia), Farmself, Mayku, Piper, Squishy Circuits, UBTECH, Veative, Kai's Clan, Cublets, Hummingbird, DJI / DJI Robomaster, Glowforge, BrickPi, Dash and Dot, Drone Blocks, Ukit, Lumio, Cue, EduPro VR Headset*

The Education Partners - *7 mindsets*



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The Language Express - *The Social Express* - (K-5)

Thimble.io - *Thimble.io*

Think Tech Solutions – *Think Tech*

Thrive Academics - *Voyage*

Tools For Schools – *Book Creator*

Tools for Schools - Free Instructional Resource

Verite Group, Inc. - *Net Ref*

VidCode - *VidCode*

Wakelet - Free Instructional Resource

Waterford - *Waterford Math, Waterford Reading Academy, Waterford Early learning*

WeVideo - *WeVideo*

WhyMaker

Xello – *Xello, Springboard*

XSel Labs

zSpace Inc. – *zSpace*

The contracts currently negotiated by Erie 1 BOCES NYSDL are:

Apex Learning - *Tutorials & Courses*

Blackboard - *Blackboard LMS*

Desire to Learn – *D2L*

Edmentum - *Edmentum Courseware (formerly Plato), Calvert, edOptions, Exact Path*

eDoctrina – *SOLe*

Educere - *Curriculum rEVOLUTION, Accelerate (AP and nonAP), ASL University,*

CyberItalian (AP and nonAP), K12, Proximity

Florida Virtual School - *Florida Virtual School*

Focus Care - *FEV Tutor, Inc.*

Imagine Learning - *Pathblazer, Hybridge, Digital Content Courseware (secondary),*

ELL courses, UpSmart Supplemental, MyPath Intervention, Odysseyware, Standards

Mastery, Instructional Services

Instructure – *Canvas*

iTutor.com – *iTutor: Homebound, Credit Recovery, General Test Prep, Extra Help,*

Virtual Suspension, Drop In, Whole Classroom, Prep Packages

Kaltura

MGRM Pinnacle - *M-STAR LSP*



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My VR Spot

OTUS - OTUS

Panopto

Pearson - Grad Point, Connexus

PowerSchool - Schoology

Right Reason – Right Path Courseware

Skooler - Skooler

Spider Learning – Spider Virtual Coursework

Yuja

The contracts currently negotiated by Erie 1 BOCES SOLID are:

Academic & Professional Group/Gale Cengage – numerous products

Alexandria (Companion Corporation)

Capstone - PebbleGo

EBSCO – numerous products

Encyclopaedia Britannica, Inc. - Britannica School, ImageQuest, Britannica Moderna,

Britannica Escolar, Encyclopaedia Universalis Online/French, Universalis Junior

Online/French, Britannica Japan, Annals of American History Online, Merriam

Webster's Dictionary, Unabridged Online, LumieLabs, LaunchPacks: Social Studies,

LaunchPacks: Science, Original Sources

FactCite Lincoln Library - FactCite

Follett School Solutions, Inc.

Infobase/FOF

Insignia Software Corp.

JSTOR/Ithaka Harbors, Inc.

Kids Discover, LLC – numerous products

Learning A to Z – numerous products

Maps.com - Maps 101

Media Flex, Inc.

New Dimension Media – CCC! Streaming

NewsBank, Inc.

Noodle Tools - Noodle Tools

Press4Kids, Inc/News-O-Matic

ProQuest – numerous products

Rosen Publishing – numerous products

Rosen Publishing – Cavendish Square – numerous products

Scholastic, Inc. – numerous products



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SpringShare, LLC - *LibGuides, LibGuides CMS*

Swank Movie Licenses - *Swank Movie Licenses*

TeachingBooks.Net LLC

TLC (The Library Corporation)

Turnitin - *Turnitin*

Tumbleweed Press, Inc. - *TumbleBookLibrary-Premium, TeenBookCloud, AudioBookCloud, Tumblemath*

Twig Education – *numerous products*

World Book, Inc – *numerous products*

The contracts currently negotiated by Capital Region BOCES DREAM are:

Benchmark Education

Capstone*

Cavendish Square*

COMPanion Corp (Alexandria)

Digital Theatre

EBSCO Publishing*

EdPuzzle

Eduporium

Encyclopedia Britannica*

Ensemble Video

Exploring Nature

Follett

Gale

Gumdrop (Central Programs Inc)

iCEV Multimedia

Infobase*

Insignia

JSTOR*

Junior Library Guild

Kids Discover*

Learning A-Z*

Lincoln Library Press

Mackin Educational Resources

Mandarin



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Maps101

MediaFlex/OPALS

Mitinet

New Dimension Media/CCC

Newsbank

NoodleTools*

OverDrive

PBS Learning Media

Press4Kids (NewsOMatic)

ProQuest

Reference Point Press

Rosen*

Safari Montage

Sage Publications*

Scholastic*

Springshare

Swank K12 Streaming

Swank Motion Pictures

Tales2Go*

Teachingbooks.net*

TechRow

TLC

Tumbleweed Press*

Turnitin*

World Book

Xello*

YuJa



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The contracts currently negotiated by Erie 2 BOCES are:

Zoom

NOTE: “numerous products” indicates that there are too many to list here. At this time, there are some vendors that were awarded contracts in 2021/22 who have yet to finalize a contract for 2022/23. We have kept them on the memo with the understanding that we anticipate a contract for July 1.

All contracts are new with the addition of language pertaining to Education Law 2D.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2022-2023 Statewide Instructional Technologies Agreements managed by Erie 1 BOCES, Erie 2 BOCES, and Capital Region BOCES and sign the State Wide Licensing agreements.

Resolution:

That the BOCES Cooperative Board approve Oneida-Herkimer-Madison BOCES’ participation in the 2022- 2023 Statewide Instructional Technologies Agreements to include: NYSITTC, NYS DL, SOLID, and DREAM.




Oneida-Herkimer-Madison BOCES

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VII D. 7.
Approval of Salveo Healthcare Solutions Contract
June 8, 2022



MEMORANDUM

TO: Cooperative Board

FROM: Patricia N. Kilburn, Ed.D. 

DATE: March 23, 2022

SUBJECT: Salveo Healthcare Solutions contract

PREPARED BY: Christopher Hill 
Kevin Healy 

Background

Salveo Healthcare Solutions Inc. is a medical and educational staffing and recruiting company that supplies licensed and accredited professionals to support the emotional, mental, and physical health of students. They provide top therapists, physicians, nurses, Allied Health professionals, Healthcare Support staff, and Special Education teachers. They currently work with some of the leading public, private and charter schools, and healthcare facilities in New York State. One of Salveo's core areas of focus is therapeutic health and education.

Salveo Healthcare Solutions works in conjunction with the New York City Department of Education, the Westchester Board of Education, New York State public, private, special education, charter schools, New Jersey Department of Education. In addition to the business in the educational industry, they also work with medical facilities including hospitals, ambulatory day surgery centers, skilled nursing facilities, urgent care centers, rehabilitation centers, and homecare in a variety of areas surrounding New York.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Salveo Healthcare Solutions will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Salveo is able to provide a tiered approach to intervention for schools utilizing multiple options depending on the specific needs of each component district.

Options for healthcare associates includes;

Therapeutic Professionals

These highly trained, rigorously screened, and licensed professionals are qualified to evaluate each individual child and provide outstanding therapeutic guidance suited to a particular child. Covering the full range of ages from Pre-K to high school, they go significantly beyond the basic requirements in their ability to customize a treatment plan, provide detailed notes and records for the treatment team that may include parents, school staff, family doctors, or additional specialists, and then prepare follow-up reports. Further, the therapists are well-versed in the regulatory requirements of the state, local, or private school boards that they are dealing with.

When children display developmental, sensory or motor skills issues, they may require treatment within occupational therapy, physical therapy, speech therapy and/or counseling. Students will have their own individual learning plans as developed by the therapist based on their specific Individualized Education Program "IEP".

Titles of therapeutic professionals include but are not limited to; Occupational Therapists, Physical Therapists, Speech Language Pathologists, Mental Health Professionals, Transport & School Registered RNs, and Paraprofessionals / Health Aides.

Special Education Instructors

From the largest public schools to small rural schools, every school needs certified instructors to teach their students. Demand for such professionals is currently high, so it is difficult to find, manage, and retain them. Whether a district needs permanent, temp-to-hire, or contract-based personnel, Salveo can place certified experts to assess each student and match the right instructor with student needs.

Medical Professionals

Salveo provides complete staffing solutions to a variety of medical facilities throughout the New York State. Their specialties include urgent care, hospitals, group medical practices, Allied Health, and nursing. Potential personnel include physicians, nurses, occupational and physical therapists, allied health professionals, and administrative personnel.

Each of these unique specialists is highly qualified and licensed to work closely with existing district support and counseling teams to meet the needs of the students and families of our component districts.

Salveo Healthcare Solutions has signed and agreed to abide by the Protection of Student Identifiable Information Agreement and Data Security and Privacy Policies in addition to the Oneida-Herkimer-Madison BOCES Parents Bill of Rights for Data Privacy and Security.

Recommendation

It is recommended that the Cooperative Board adopt the service contract for Salveo Healthcare Solution Inc. for the 2022-2023 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 Salveo Healthcare Solutions Inc. and the Oneida-Herkimer-Madison BOCES effective immediately.



RECRUITING AGREEMENT

This Staffing Agreement ("AGREEMENT") is entered into as of July 1st, 2022 by and between Salveo Healthcare Solutions Inc., ("AGENCY"), located at 2005 Palmer Avenue, Room 1012, Larchmont, NY 10538 and Oneida-Herkimer-Madison BOCES ("SCHOOL" or "CLIENT") with multiple locations.

TERM

1. This Agreement shall be deemed effective as of the date it is executed by both parties (the "Effective Date") and shall continue in effect until June 30, 2023 (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.

RESPONSIBILITIES OF AGENCY

- 2.. Upon request, and before the assignment of a Therapist of any discipline, AGENCY will use its bestefforts to provide the SCHOOL with one or more candidates, and proof of necessary qualifications, to meet requirements set by law and all applicable regulations.
 - a. The AGENCY worker has a valid NY Licensure, School Certificate and has undergone the prescreening process. AGENCY agrees that it will perform a full background check (through the New York State Department of Education, Oxford Document Management Company or the equivalent) on any individuals it assigns to work at the School in any capacity that is a contract employee of the AGENCY. In addition, all of our independent contractors are fingerprinted by the NYC DOE. The AGENCY will complete Form OSPRA 104 - Authorization to Forward Criminal History Record Information from City School District of the City of New York to the New York State Education Department for all therapists provided to the SCHOOL. The AGENCY is HIPPA compliant and requires a signed HIPPA agreement from all our therapists and employees within the AGENCY. The SCHOOL will perform the background checks for any individuals they hire as their employees. AGENCY agrees that it will not assign an individual to work at the School whose background check reveals criminal convictions for any crime that would make the individual unsuitable for interaction with children. Such crimes include but are not limited to, any crimes of violence, any sexual crime, or any crime whatsoever involving a minor. AGENCY will not assign anyone to work at the School whose background check reveals any concern which could jeopardize the safety of the School's students, staff, or visitors. The School may require AGENCY to remove an individual worker at any time if the School, in its sole discretion, is concerned about the individual's behavior



- b. AGENCY has confirmed the Therapists' eligibility to work via a completed Form I-9.
 - c. AGENCY attests that employee has completed Form W-4 and that all employment taxes will be deducted from the employee's pay or the independent contractor has completed Form W-9.
 3. The SCHOOL is not obligated to accept or retain any Therapist it determines to be unqualified or unable to sufficiently perform the duties of the position. If the SCHOOL rejects or dismisses a candidate, the AGENCY will use its best efforts to submit a new candidate.

After the SCHOOL provides acceptance of a proposed candidate, the AGENCY will place the Therapist in the facility as per terms of this agreement.

4. The AGENCY will provide the Therapist. The Therapist will be instructed to work under the supervision of the SCHOOL. The SCHOOL acknowledges the right of the AGENCY to dismiss the Therapist and to furnish a replacement Therapist reasonably acceptable to the AGENCY.
 5. The AGENCY will invoice the SCHOOL on a bi-weekly basis and will provide original copies of time sheets documenting hours worked.

RESPONSIBILITIES OF THE SCHOOL

1. The SCHOOL will provide the Therapist with adequate orientation, instruction, and state required supervision if any is necessary to enable the Therapist to perform their assignment.
2. During the engagement, The SCHOOL will pay fees applicable to Therapist's discipline to the AGENCY for all hours worked.
The Therapist will present time sheets to his/her supervisor on a weekly basis. It is understood that the SCHOOL representative's signature on the time sheet verifies the amount of hours worked, that the appropriate paperwork is completed, and that the AGENCY is authorized to invoice the SCHOOL for total hours on the time sheet on a bi-weekly basis.
2. The SCHOOL will pay the AGENCY within thirty (30) days of the invoice date.



CONFIDENTIALITY OF STUDENT RECORDS

1. The SCHOOL shall maintain responsibility for the privacy of and control over the student records in its possession. The SCHOOL will permit sharing of student records, medical and other records and information about program participants with AGENCY 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.
2. AGENCY 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, AGENCY 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.
3. Confidentiality: The AGENCY and the SCHOOL 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.
4. HIV-Related Information
 - a. Non-Discrimination: The AGENCY shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the AGENCY, and any staff member of the AGENCY 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.
 - b. 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."
5. 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.



6. 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).
7. 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, AGENCY 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 SCHOOL staff involved.

REQUIREMENTS OF NEW YORK STATE EDUCATION LAW SECTION 2-d

1. 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 Policy attached hereto, and made a part of, this Agreement.

FEE STRUCTURE

A) Contracting Therapists Fees

**SALVEO HEALTHCARE SOLUTIONS
INC.**

**CONTRACTOR/THERAPIST
RATES**

Occupational Therapist	\$110 per hour - fee for service
Speech Language Pathologist	\$110 per hour - fee for service
Physical Therapist	\$110 per hour - fee for service
Counseling	\$100 per hour - fee for service

The provider will be expected to submit authorized time sheets to the agency on a bi-weekly basis. The time sheet will be authorized by a school administrator.



The SCHOOL will pay the AGENCY within thirty (30) days of the invoice date.

B) Permanent Placements – Flat Rate Fee

The flat rate fee for a permanent placement will be due upon 30 days of receipt of invoice. If it is decided by the SCHOOL to hire out therapist on a permanent basis, the fee structure is as follows:

The SCHOOL will pay the AGENCY a flat rate fee of \$6,000.00 for the placement of our provider working 30 hours or above on a weekly basis and a flat fee of \$2,500.00 for the placement of our provider working less than 30 hours on a weekly basis. The school will thereby take on direct compensation to the provider.

EXPIRATION

The Parties agree that this Agreement expires on June 30, 2023, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

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.

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.



NO SPECIAL DUTY

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

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 relating to or arising out of such party's performance of its obligations under this Agreement; 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.

INSURANCE

The AGENCY 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 the AGENCY to the SCHOOL upon request. Failure to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

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.

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.

ASSIGNMENT

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



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.

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.

Oneida-Herkimer-Madison BOCES
Patricia N. Kilburn, Ed.D. District Superintendent

Acceptance _____ Date 6-8-22

Print Name Patricia N. Kilburn, Ed.D. Title District Superintendent

Salveo Healthcare Solutions Inc.
Helen Pappas, Owner

Acceptance *Helen Pappas* Date 05/23/2022



SALVEO
HEALTHCARE SOLUTIONS

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**Oneida-Herkimer-Madison BOCES Program
Parents Bill of Rights for Data Privacy and Security**

1. A student's personally identifiable information (PII) cannot be sold or released by the District/BOCES for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law § 2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right sometime in the future.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washing Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with the District/BOCES about possible privacy breaches of student data by the District's BOCES' third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to **Kevin P. Healy, Director of Educational Services of the Oneida-Herkimer-Madison BOCES Program, khealy@oneida-boces.org, 315-223-4711**. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

For Oneida-Herkimer-Madison BOCES

For Salveo Healthcare Solutions, Inc.

Patricia N. Kilburn, Ed.D.
District Superintendent

Helen Pappas
President and CEO

Date Signed: 6-8-2022

Date Signed: **05/23/2022**



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. 8.
Approval of Creation of Accounting
Supervisor Position
June 8, 2022


MEMORANDUM

TO: Cooperative Board

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

DATE: May 16, 2022

SUBJECT: *Creation of Accounting Supervisor position*

PREPARED BY: Scott Morris 

Background

Over the past seven years, we have employed a retiree as a per diem Business Administrator within the Administrative Services department. Job duties include budget development, surplus/deficit forecasting and analysis, state aid reporting and internal service charge accounting.

Discussion

OHM BOCES needs a succession plan that requires permanency that will strengthen the department. This position will be a full time exempt civil service position within the Administrative Services department. Salary for this position will be in the range of \$75,000 - \$90,000. Duties will include budget development, surplus/deficit forecasting and analysis, state aid reporting and internal service charge accounting and other duties at the discretion of the Assistant Superintendent for Support Services. We expect that the per diem Business Administrator will remain as a consultant with OHM BOCES as needed for the next year only, to provide training and support for the new Accounting Supervisor.

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the creation of the Accounting Supervisor position.

Resolution

That the BOCES Cooperative Board approve the creation of the Accounting Supervisor position.






Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070
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Scott Morris
Assistant Superintendent
Support Services
T: 315.793.8572
smorris@oneida-boces.org

VII D. 9.
Approval of Graphic Services
Supervisor Salary
June 8, 2022

MEMORANDUM

TO: Cooperative Board
FROM: Patricia N. Kilburn, Ed.D. 
District Superintendent
DATE: May 16, 2022
SUBJECT: *Graphic Services Supervisor*
PREPARED BY: Scott Morris, Jean Palmer 


Background:

Over the last several years, our School Communication and Printing services that we provide to our 12 component school districts, as well as districts in Herkimer County has grown tremendously. What began as a more reactive service has now grown to include a demand for higher level communications and marketing. The service supports more than 24 school districts and the BOCES in multiple capacities. With the retirement of the Assistant Printing Supervisor coming this June, we need to restructure our model to better align our resources.

Discussion:

As our services have evolved, we continue to move toward a team-based approach. Andrea Meyers has worked for the OHM BOCES for 16 years in multiple roles, but most recently in the title of Graphic Services Supervisor where she oversees the work of the graphic artists and maintains the workflow. Andrea has clearly demonstrated the ability to solve complex design and marketing problems and has been a resource to the printing service for pre-press and other printing issues.

With the retirement of the Assistant Printing Supervisor, I feel that Andrea's responsibilities should now include supervising the graphic artists in School Communications and acting as assistant supervisor in the Printing Service, therefore, compensating her for those increased responsibilities. The rationale behind the increase in salary is commensurate with increased job responsibilities and places her in the management level within the School Communication and Printing Services.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the salary of \$80,000 for Andrea Meyers.

Resolution:

That the BOCES Cooperative Board approve the salary of \$80,000 for Andrea Meyers.



Oneida-Herkimer-Madison BOCES


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VII D. 10.
Approval to Enter into Article 5G, Intermunicipal
Cooperative Agreement
June 8, 2022


MEMORANDUM

To: Cooperative Board

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

Date: June 1, 2022

Subject: Approval to Enter Into Article 5G, Intermunicipal
Cooperative Agreement

Prepared by: Scott Morris 

Background:

Oneida-Herkimer-Madison BOCES strives to conduct its business in the most effective and efficient way possible. As the business of education becomes more intricate and complicated, the administration at O-H-M BOCES finds the need for legal advice becoming more prevalent. The O-H-M BOCES is always seeking to procure this legal advice at the least cost alternative (current rate is \$120 per hour).

Discussion:

Madison-Oneida BOCES, as an outgrowth of its Labor Relations Service, has comprised a legal services team that has developed expertise in a number of areas that are common to school districts and BOCES. These services are offered through an Intermunicipal Cooperative Agreement at a rate that is very attractive compared to private sector legal services. Where appropriate, the administrative team at O-H-M BOCES would avail themselves to these legal services on behalf of the O-H-M BOCES pursuant to the Article 5G, Intermunicipal Cooperative Agreement (copy attached).

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board enter into an Article 5G, Intermunicipal Cooperative Agreement with Madison-Oneida BOCES for the purpose of providing legal services to the Oneida-Herkimer-Madison BOCES effective July 1, 2022.

Resolution:

That the Oneida-Herkimer-Madison BOCES Cooperative Board enter into an Article 5G, Intermunicipal Cooperative Agreement with Madison-Oneida BOCES for the purpose of providing legal services to the Oneida-Herkimer-Madison BOCES effective July 1, 2022.

SM:ld
Attachment

AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services (“**MO BOCES**”), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and Oneida-Herkimer-Madison BOCES (“**OHM BOCES**”), with its principal business address at PO Box 70/Middle Settlement Road, New Hartford, NY 13413.

RECITALS

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

B. OHM BOCES is established as a Board of Cooperative Educational Services under the New York State Education Law; Section 1950(4) (e) of the Education Law authorizes BOCES’ to employ personnel such as attorneys to assist it in carrying out its duties; and, the OHM BOCES’ board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

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

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

COVENANTS

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

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2022, and shall extend through and including June 30, 2023.
2. **EMPLOYMENT OF AN ATTORNEY:** MO BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to OHM BOCES upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** MO BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to MO BOCES and OHM BOCES.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by MO BOCES for purposes of payroll administration, pension service reporting and all other benefits. MO BOCES agrees to provide OHM BOCES with such information that

may be necessary for OHM BOCES to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by OHM BOCES is proportionate to the services received by OHM BOCES, the parties agree that OHM BOCES will compensate MO BOCES on an hourly basis for work performed by the attorney(s) on behalf of OHM BOCES. Specifically, OHM BOCES agrees to reimburse MO BOCES at the rate of \$120.00 per hour for those services. For greater efficiency, the support staff employed by MO BOCES may include one or more paralegals and/or legal support personnel. OHM BOCES agrees to reimburse MO BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

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

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

contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

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

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:
 - (a) **If to OHM BOCES:**
Dr. Patricia N. Kilburn, District Superintendent
Oneida-Herkimer-Madison BOCES
Middle Settlement Road, PO Box 70
New Hartford, NY 13413

 - (b) **If to MO BOCES:**
Mr. Scott Budelmann, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

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

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

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

For the OHM BOCES

6/8/22

Date

For the MO BOCES

Date

CERTIFICATION BY OHM BOCES BOARD CLERK

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

SIGNATURE OF OHM BOCES BOARD CLERK

Date

CERTIFICATION BY MO BOCES BOARD CLERK

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

SIGNATURE OF MO BOCES BOARD CLERK

Date



Oneida-Herkimer-Madison BOCES


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Scott Morris
*Assistant Superintendent
for Support Services*
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smorris@oneida-boces.org

VII D. 11.
Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida
BOCES Lease Agreement
June 8, 2022


MEMORANDUM

To: Cooperative Board

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

Date: June 1, 2022

Subject: Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Lease Agreement

Prepared By: Scott Morris 

Background:

New York State has established Regional Special Education Technical Assistance Support Centers in each Joint Management Team (JMT) area in the state. The Support Centers employ individuals with skills to support school districts that have been identified as districts with a high level of children with unique special education needs. In our JMT, the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES has been designated as the lead agency for the Support Center.

Discussion:

As the geographical area under the jurisdiction of the lead agency is quite large, the individuals employed by the Support Center are housed in various locations in order to better facilitate serving designated school districts. Oneida-Herkimer-Madison BOCES has been asked by the lead agency to house a staff member who serves our designated districts. The Jefferson-Lewis BOCES has developed, in conjunction with administration at Oneida-Herkimer-Madison BOCES, a lease agreement to compensate Oneida-Herkimer-Madison BOCES for housing the Support Center staff at the Oneida-Herkimer-Madison BOCES, New Hartford location. Attached is a lease agreement for the period of July 1, 2022 through June 30, 2023. The agreed upon rent is \$10,000.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2022-2023 school year in the amount of \$10,000.

Resolution:

That the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2022-2023 school year in the amount of \$10,000.

SM:ld

Attachment

**Lease Agreement
2021-2022**

INDENTURE OF LEASE made July 1, 2021 between **ONEIDA-HERKIMER-MADISON BOCES**, with district offices at 4747 Middle Settlement Road, New Hartford, N.Y. 13413 (“Landlord”) and **JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA BOCES**, 20104 St. Rt. 3, Watertown, N.Y. 13601, (“Tenant”).

Article 1 Demised Property

1.1 Demised Property. Landlord hereby leases to Tenant and Tenant hereby leases from landlord 250 square feet of office space; (1) Office and 3 cubicles being a portion of the Programs and Professional Learning Suite, office #105, 4747 Middle Settlement Road, New Hartford, NY 13413.

Article 2 Term

2.1 Term. The Term of this Lease shall be for a period of one (1) year. The Lease term shall commence on **July 1, 2021** and terminate on **June 30, 2022**.

Article 3 Rent

3.1 Rent. The Tenant covenants and agrees to pay Landlord, as rent for the Property during the Term of the Lease, the sum annual of **Ten Thousand Dollars and Zero Cents (\$10,000.00); payable as parties agree**. This sum annual is inclusive of all phone, internet, work orders, mailings, and photocopy charges.

3.2 The payable for the 2021-2022 school year is **\$10,000.00**.

3.3 Security Deposit. The Tenant is not required to tender a security deposit. However, Tenant shall surrender the Property at the termination of the Lease in good condition, excepting normal wear and tear. Tenant shall be responsible for all damages to the Property in excess of normal wear and tear.

Article 4 Approval

4.1 Compliance with Requirements. Tenant shall promptly procure, maintain and comply with all permits, licenses and other authorizations required for the Tenant’s use of the Property and the lawful operation, maintenance, and repair of the Property or any part thereof. Tenant will not do any act or thing which constitutes a public or private nuisance.

4.2 Approval. This Agreement is subject to the approval of the New York State Department of Education.

Article 5 Liens

- 5.1 Covenant against Liens. If because of any act or omission of Tenant, any mechanic's lien or other lien, charge, or order for the payment of money is filed against any portion of the Property, Tenant shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after they receive written notice from the Landlord of the lien filing.
- 5.2 Removal of Liens. If Tenant fails to cause the liens to be discharged of record or bonded within the required 90-day period, unless their validity is contested by the Tenant, or to satisfy them within sixty (60) days after any final (non-appealable) judgment in favor of the lien holders, Landlord may cause the liens to be discharged. All payments by Landlord have liens discharged shall constitute rent payable to them by the Tenant.

Article 6 Maintenance

- 6.1 Routine Maintenance of Property. Landlord is responsible for routine maintenance/cleaning of the interior of the Property (custodial services). Tenant shall keep the Property in good order and condition (excepting ordinary wear and tear or damage caused by casualty or a taking).
- 6.2 Alterations and Additions. Tenant shall not make or permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws. All such alterations, improvements, and additions shall immediately be deemed to have attached to the freehold and to have become Landlord's property, and shall remain for their benefit upon the expiration or sooner termination of this Lease, in as good order and condition as they were when installed, reasonable wear and tear expected. All alterations/additions shall be at the expense of the Tenant unless otherwise specified herein.
- 6.3 Maintenance of Structure. Landlord shall be responsible for all structural repairs due to damages not caused by Tenant. The structure includes, but it not limited to, the roof, plumbing, structural walls, flooring, foundation and electrical system. Said repairs shall be commenced and completed within a reasonable time. In the event that the repairs cause any portion of the Property to be unsuitable for occupancy by the tenant, the rent due to Landlord shall be abated according to Article 15.15 of this agreement. If activity of Tenant directly causes structural damages, Tenant shall be responsible for the cost of said repair. However, if damage is the result of decay or failure caused by age or other occurrence, Landlord shall be responsible for said repair. If Landlord fails to perform the maintenance and/or repair called for by this agreement, Tenant may either cure such breach and deduct the cost there from rent subsequently becoming due hereunder, or terminate this Lease by giving thirty (30) days notice to the Landlord. If Tenant elects termination, this Lease and all Tenant's obligations shall terminate on the date fixed in such notice unless Landlord has cured such default prior thereto.

Article 7 Indemnification

- 7.1 Tenant's Exoneration of Landlord. Tenant shall be liable and hold harmless Landlord for all injuries or damages to persons on the Demised Property only arising from or connected with the Tenant's use of the Property during the term.
- 7.2 Landlord's Exoneration of Tenant. Landlord shall be liable and hold harmless Tenant for all injuries or damages to person or property occurring within the leased Property resulting from its acts of negligence or intent or that of its agents, servants or employees.

Article 8 Notices

- 8.1 Any notice, request, demand, approval, consent, or other communication with Landlord or Tenant is required or permitted to give the other party shall be in writing and mailed to such party of the address specified at the beginning of this Lease. Such notice shall be deemed mailed when it is deposited in the United States mail, postage prepaid.

Article 9 Insurance

- 9.1 Insurance. Tenant will maintain business comprehensive general public liability insurance against claims for bodily injury, death, illness or property damage arising out of the use, occupancy, repair or alteration of the Property by the Tenant of not less than \$1,000,000.00. Tenant shall name Landlord as "additional loss insured" on said policy.
- 9.2 Casualty and Fire Insurance. Landlord will maintain Casualty and Fire Insurance throughout the term of the Lease insuring against loss or damage to the Property by fire or other disaster. Tenant will not be named as insured under any of said policies. Landlord shall not carry insurance covering Tenant's personal property nor shall Landlord be responsible for any loss of personal property suffered by Tenant.
- 9.3 Insurance Certificate. Tenant shall deliver to Landlord, promptly after this Lease commences, insurer's certificates evidencing all insurance that Tenant must maintain under this Lease, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal.

Article 10 Purpose

- 10.1 Purpose. Tenant shall use the Property for instructional purposes under jurisdiction of BOCES.

Article 11 Assignment, Subletting

- 11.1 Assignment. Tenant shall not assign this Lease. Furthermore, Tenant may not mortgage, pledge or other encumber its interest in the Lease.

11.2 Subletting. Tenant shall not sublet the Property.

Article 12 Surrender

12.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property to the Landlord in good order and condition, except for ordinary wear and tear. Tenant shall remove from the Property on or prior to the expiration or earlier termination all of its personal property situated thereon and shall repair any damages caused by the removal. Personal property not so removed shall become the property of Landlord.

Article 13 Events of Default, Remedies

13.1 Tenant and Landlord shall be in default of this Agreement if they fail to adhere to any of its terms or perform any of its obligations.

Article 14 Amendments

14.1 Amendments. This Lease may not be amended, modified, nor may any obligation under it be waived orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Article 15 Miscellaneous

15.1 Binding effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

15.2 Relationship of parties. Landlord and Tenant shall not be considered or deemed to be joint ventures or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

15.3 Governing law. This Lease shall be construed in accordance with and governed by the laws of the State of New York.

15.4 Nov-Waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right under Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15.5 Plowing. The Landlord shall be responsible for snow removal for all parking and common areas considered part of the Property.

15.6 Trash removal. The Landlord shall be responsible for the power and lawful containment and disposal of all trash.

- 15.7 Taxes and Assessments. The Landlord shall be responsible for the payment of all taxes and assessments levied against the Property.
- 15.8 Water and Sewer. The Landlord shall be responsible for the costs of water and sewer services.
- 15.9 Heat. The Landlord shall be responsible for heating and cost thereof.
- 15.10 Electricity and Other Utilities. The Landlord shall be responsible for all electric and any other utility bills charged to the Property.
- 15.11 Furniture. Landlord shall provide regular classroom furniture and access to audio visual equipment if requested by Tenant.
- 15.12 Right of Entry. Landlord and its representatives may enter the Property at any reasonable time in order to inspect the Property, perform any work made necessary by reason of Tenant's default, exhibit the Property for sale, lease, or mortgage financing, or to perform any obligation imposed by this Agreement.
- 15.13 Education Law. This Lease is subject to section 1950 of the Education Law of the State of New York.
- 15.14 Property damage/destruction. In case the Premises, during the term, shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for the Tenant in its business or in the case the Tenant shall be prevented from using said Premises of any action on the part of town or state officers through no fault, neglects or willful act of its own or its agents, servants or employees then all the rent herein before reserved, or a just proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the same Premises shall have been put in proper condition for use by the Tenant in its said business, or until the Tenant is permitted to resume the use thereof by said town or state officers. In case of fire, the Tenant shall give immediate notice thereof to the Landlord, who shall thereupon cause the damage to be repaired with all convenient speed. If the Property be so damaged that the Landlord shall decide not to rebuild or if the Property cannot be rebuilt or repaired within 30 days, the term hereby created shall cease, and the accrued rent be paid up to the time of the fire, or refunded to the Tenant for such period beyond the time of the fire as it may have paid the same. In the event that the parties cannot agree to either the amount of damage and or abatement, the parties agree to select an independent adjuster as arbitrator to decide the issue and that the decision of the adjuster shall be binding and final absent fraud by either party.
- 15.15 Parking. Off street parking spaces shall be provided to Tenant at no additional charge.
- 15.16 Inspection. Landlord and its representatives may enter the Demised Property at any reasonable time in order to inspect the Property, perform any work made necessary by

reason of the terms herein or to, at appropriate times, exhibit the Property for sale, lease or mortgage financing.

15.17 Quiet Enjoyment. So long as Tenant pays the rent reserved under this Lease and it fulfills its obligations hereunder, the Tenant shall peaceably hold and quietly enjoy the Leased Property without interruption by the Landlord or the mortgagee, or any other person, firm or corporation claiming under either of them.

15.18 Entire Agreement. This Lease constitutes the entire agreement between the parties. There are no oral understandings, promises, warranties or representations which have not been included in the Agreement and any modifications thereto shall be mutually agreed upon in writing.

IN WITNESS WHEREOF, Landlord and Tenant have executed triplicate counterparts of this Lease Agreement as of the day, month and year first above shown.

Oneida-Herkimer-Madison BOCES, Landlord

By: _____
President, BOCES Board

**Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES,
Tenant**

By: _____
President, BOCES Board

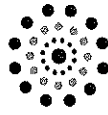
STATE OF NEW YORK)
)S.S:
COUNTY OF _____)

On the _____ day of _____, _____,
before me personally came _____, to me known, who,
being by me duly sworn, did depose and say that he/she resides in _____,
New York; that he/she is the President of the **Oneida-Herkimer-Madison BOCES**, the entity
described in and which executed the above instrument; and that he/she signed his/her name
thereto by order of the Board of said **Oneida-Herkimer-Madison BOCES**, upon a duly
authorized and conducted vote of its members.

NOTARY PUBLIC

On the _____ day of _____, _____,
before me personally came _____, to me known, who,
being by me duly sworn, did depose and say that he/she resides in _____,
New York; that he/she is the President of the **Jefferson-Lewis-Hamilton-Herkimer-Oneida
BOCES**, the entity described in and which executed the above instrument; and that he/she signed
his/her name thereto by order of the Board of said **Jefferson-Lewis-Hamilton-Herkimer-
Oneida BOCES**, upon a duly authorized and conducted vote of its members.

NOTARY PUBLIC



Oneida-Herkimer-Madison BOCES


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

www.oneida-boces.org

VII D. 12.
Approval of Consultant Committee Membership
June 8, 2022

MEMORANDUM


To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: May 12, 2022

Subject: Consultant Committee Membership

- New membership

Prepared by: Christopher Hill 
David Stayton 

Background:

The Board approves appointments to the various Consultant Committees. The appointments are effective for a two or three-year period.

Discussion:

When new members are needed, teachers and/or administrators will contact prospects and determine if they would like to serve as a member. Members are chosen for their knowledge and expertise in the area to which they are appointed.

Recommendation:

The Career and Technical Education staff recommends the approval of one member, Alexandra Schnurr Piejko to the Advertising Design Consultant Committee for the term of 5/31/22 to 5/31/25.

Resolution:

The Cooperative Board recommends the approval of one member, Alexandra Schnurr Piejko to the Advertising Design Consultant Committee for the term of 5/31/22 to 5/31/25.

Attachment
DS/clg



Oneida-Herkimer-Madison BOCES

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

www.oneida-boces.org

David Stayton

Principal

Career and Technical Education

T: 315.793.8647

F: 315.793.8540

dstayton@oneida-boces.org


VII D. 13.

Approval of Consultant Committee Membership

June 8, 2022

MEMORANDUM



To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: May 24, 2022

Subject: Consultant Committee Membership

- New membership

Prepared by: Christopher Hill 
David Stayton 

Background:

The Board approves appointments to the various Consultant Committees. The appointments are effective for a two or three-year period.

Discussion:

When new members are needed, teachers and/or administrators will contact prospects and determine if they would like to serve as a member. Members are chosen for their knowledge and expertise in the area to which they are appointed.

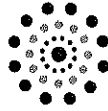
Recommendation:

The Career and Technical Education staff recommends the approval of one member, Jeffrey Burkhart to the Criminal Justice Consultant Committee for the term of 5/31/22 to 5/31/25.

Resolution:

The Cooperative Board recommends the approval of one member, Jeffrey Burkhart to the Criminal Justice Consultant Committee for the term of 5/31/22 to 5/31/25.

Attachment
DS/clg




Oneida-Herkimer-Madison BOCES

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

VII D. 14.
Approval of Consultant Committee Membership
June 8, 2022

MEMORANDUM



To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: May 11, 2022

Subject: Consultant Committee Membership

- New membership

Prepared by: Christopher Hill 
David Stayton 

Background:

The Board approves appointments to the various Consultant Committees. The appointments are effective for a two or three-year period.

Discussion:

When new members are needed, teachers and/or administrators will contact prospects and determine if they would like to serve as a member. Members are chosen for their knowledge and expertise in the area to which they are appointed.

Recommendation:

The Career and Technical Education staff recommends the approval of three members, Bailey Roberts to the Animal Science Consultant Committee, David Hoffman to the Culinary Consultant Committee and Marisa DeCola to the Cosmetology Consultant Committee, all for the term of 5/30/22 to 5/30/25.

Resolution:

The Cooperative Board recommends the approval of three members, Bailey Roberts to the Animal Science Consultant Committee, David Hoffman to the Culinary Consultant Committee and Marisa DeCola to the Cosmetology Consultant Committee, all for the term of 5/30/22 to 5/30/25.

Attachment
DS/clg