



Oneida-Herkimer-Madison BOCES

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

AGENDA

Cooperative Board Regular Meeting
November 9, 2022 4:30 p.m.
Bridges Special Education
Middle Settlement Road, New Hartford, New York

Draft Timeline

4:30 I. Call to Order

II. Pledge of Allegiance

4:35 III. Recognition

- Bridges Program – Special Education

Students: Emma Johnson
Julian Ford

Administrators: Ellen Mahanna, Principal
Lisa Rizzo, Coordinator
Tim Rowland, Coordinator

- Bridges Program - Presentation

4:55 IV. Recognition of Visitors

5:00 Tour of Bridges Program

5:20 V. Communications

A. From the Floor

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

- B. Correspondence
 - Rural Schools Association of NYS (RSA) – “The Gathering”,
December 1-2, 2022, Courtyard Marriott, Saratoga Springs

5:30 VI. Reports

- District Superintendent Report
 - Summit Planning Update
 - Transition Plans for Resignations/Retirements

5:50 VII. A. Approval of the Minutes of the Regular Meeting of October 12, 2022
(page 13)

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

B. Financial Report (page 51)

1. Acceptance of Report of the Treasurer, September
2. Approval of 2022-2023 Budget Adjustment Report, September
3. Approval of 2022-2023 Contracts (Seller With Schools)
4. Approval of Corrective Action Plan for 2021-2022 Audit Recommendations

C. Personnel Report (page 81)

- a. Retirements
 1. Teaching/Certified Staff
- b. Resignations
 1. Teaching/Certified Staff
 2. Non-Instructional/Classified Staff

- c. Unpaid Leave(s) of Absence
 - 1. Teaching/Certified Staff
 - 2. Non-Instructional/Classified Staff
 - d. Appointments
 - 1. Teaching/Certified Staff
 - a. Recommendation for Probationary Appointment(s)
 - b. Recommendation for Short-Term Substitute
 - c. Recommendation for Long-Term Substitute
 - d. Recommendation for Tenure Appointment(s)
 - 2. Non-Instructional/Classified Staff
 - a. Recommendation to create one full-time cleaner and to a reclassify one substitute cleaner to one full-time cleaner
 - a. Recommendation for Provisional Appointment(s)
 - b. Recommendation for Probationary Appointment(s)
 - c. Recommendation for Part-Time Appointment(s)
 - e. Stipends
 - 1. Teaching/Certified Staff
 - f. Terminations
 - 1. Non-Instructional/Classified Staff
- D. Action Items (page 101)
- 1. Approval of Helio Health Contract
 - 2. Approval of Upstate Cerebral Palsy Contract
 - 3. Approval of Per Diem Substitute Rates for Teachers and Teaching Assistants
 - 4. Approval of School Library System Council Appointment
 - 5. Approval of School Library System Council Appointment
 - 6. Approval of School Library System Council Appointment
 - 7. Approval of Consultant Committee Membership
 - 8. Approval of Contracts

6:00 VIII. Board Topic(s)/Discussion Item(s)
 • Retreat Follow-up and Next Steps

6:20 IX. Old Business

6:30 X. Executive Session

Executive Session Items:

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

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

6:45 Adjournment

6:45 Dinner

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

FOR THE MONTH ENDING SEPTEMBER 2022

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,902.33	4.87	-	7,907.20
GENERAL	JPM/CHASE	MMKT	18,082,043.70	18,101,013.80	24,239,695.26	11,943,362.24
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,131,143.65	21,582,923.87	21,574,423.87	3,139,643.65
GENERAL-MULTI C/R	JPM/CHASE	CHECK	3,155.30	4,027,053.02	3,900,423.61	129,784.71
GENERAL-LEARNING	JPM/CHASE	CHECK	4,548.78	864.18	5,000.00	412.96
GENERAL-MULTI C/R	NBT	MMKT	5,869.16	17,178.41	5,000.00	18,047.57
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	96,239.23	96,239.23	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	409.80	680.00	-	1,089.80
LUNCH C/R	JPM/CHASE	CHECK	1,579.30	94,997.55	85,000.00	11,576.85
LUNCH-MULTI C/R	NBT	MMKT	17,687.35	71,066.31	65,114.85	23,638.81
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	189.74	279,576.39	279,576.39	189.74
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	9,779.68	9,779.68	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	74,569.43	45.95	-	74,615.38
EXTRA-CURRIC/CM	JPM/CHASE	MMKT	13,839.75	-	73.94	13,765.81
TOTAL CASH			21,342,938.29	44,281,423.26	50,260,326.83	15,364,034.72

TOTAL CASH BY FUND:

CAPITAL	7,907.20
GENERAL	15,231,251.13
SCHOOL LUNCH	36,305.46
SPECIAL AID	189.74
TRUST/AGENCY	74,615.38
EXTRA-CURRICULAR	13,765.81
TOTAL	15,364,034.72

TOTAL CASH BY BANK:

JPM/CHASE	15,233,967.15
NBT	130,067.57
TOTAL	15,364,034.72

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
11,804,086.43	8,664,442.78	3,139,643.65

14,600.40	834.59	13,765.81
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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

Michele North
MICHELE NORTH DEPUTY TREASURER

VII B. 1.
Acceptance of Report of
the Treasurer, September
November 9, 2022

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

BOARD MEETING PRESENTATION
 September 30, 2022

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 13,839.75	FUTURE FARMERS OF AMERICA	\$ 7,104.93
PLUS: RECEIPTS	\$ -	SKILLS USA	\$ 4,429.48
LESS: EXPENDITURES	\$ 73.94	P-TECH	2,012.12
BALANCE: END OF MONTH	\$ 13,765.81	SALES TAX	\$ 219.28
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	
BALANCE PER BANK STATEMENT	\$ 14,600.40		\$ 13,765.81
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	\$ (834.59)		
RECONCILED BALANCES	\$ 13,765.81		
CASH: END OF MONTH	\$ 13,765.81	CASH: END OF MONTH	\$ 13,765.81

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

Carrie J. Utecht

TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT
DATE

AMOUNT

TOTAL

-

OUTSTANDING CHECKS

CHECK NUMBER

AMOUNT

1280	60.65
1316	100.00
1321	500.00
1329	50.00
1332	50.00
1348	73.94
TOTAL	834.59

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 09/30/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			3,936,838.70	14,656.48	3,951,495.18	305,933.40	3,656,415.99	25,510.69
002 CAPITAL/RENT EXPENDITURES			3,141,490.24	77,389.36	3,218,879.60	321,887.98	2,896,991.62	0.00
101 OCCUPATIONAL EDUCATION			7,724,893.00	665,847.89	8,390,740.89	808,503.46	7,362,635.54	0.00
102 ADULT EDUCATION			39,244.05	0.00	39,244.05	3,924.41	35,319.64	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,118.00	0.00	22,118.00	2,211.80	19,906.20	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED			550,810.00	28,315.60	579,125.60	55,081.00	495,729.00	0.00
109 OCC. ED./MADISON BOCES			28,662.00	-8,658.00	20,004.00	2,000.40	18,003.60	0.00
201 8:1:2 PROGRAM			7,086,115.25	429,676.45	7,515,791.70	737,033.96	6,586,281.44	0.00
202 INTENSE MGMT NEEDS/MADISON BOCES			59,454.00	1,890.00	61,344.00	6,134.40	55,209.60	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,181,716.00	-19,364.52	1,162,351.48	112,754.75	1,014,792.75	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,321,228.50	147,059.59	2,468,288.09	242,541.50	2,182,873.50	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			443,845.00	83,263.50	527,108.50	52,710.85	474,397.65	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			529,760.00	13,461.00	543,221.00	59,779.30	488,898.90	0.00
209 12:1:4 DEV/MD PROGRAM			6,339,599.50	235,785.36	6,575,384.86	646,190.55	5,815,714.95	5,457.20
214 SPECIAL ED. OPTION III/MADISON BOCES			496,002.75	-59,225.75	436,777.00	43,677.70	393,099.30	0.00
216 6:1:2 PROGRAM			2,260,598.00	-85,901.91	2,174,696.09	211,174.80	1,900,573.20	0.00
221 6:1:1 HERKIMER BOCES			90,000.00	-90,000.00	0.00	0.00	0.00	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			272,745.00	9,213.00	281,958.00	23,161.90	258,796.10	0.00
225 ELEM IMN 6:1:2:5/MADISON			483,780.00	-78,499.00	405,281.00	40,528.10	364,752.90	0.00
303 ART			183,034.60	8,895.33	191,929.93	18,303.46	164,731.14	0.00
305 GUIDANCE			297,801.00	-88,698.51	209,102.49	19,853.40	178,880.60	0.00
306 TECHNOLOGY			82,534.20	4,176.08	86,710.28	8,253.42	74,280.78	0.00
308 PHYSICAL EDUCATION			42,593.50	54,029.38	96,622.88	9,370.57	84,335.13	0.00
310 NURSE PRACTITIONER			386,040.00	13,869.12	399,909.12	38,604.03	347,435.97	0.00
312 SCHOOL PHYSICIAN			59,439.24	0.00	59,439.24	5,943.90	53,495.34	0.00
313 SCHOOL PSYCHOLOGIST			263,337.50	36,018.43	299,355.93	27,387.10	260,631.85	0.00
314 SCHOOL SOCIAL WORKER			353,521.74	-96,479.67	257,042.07	24,474.58	220,271.24	0.00
315 SPEECH IMPROVEMENT			667,281.00	68,311.37	735,592.37	75,474.50	638,820.84	0.00
316 VISUALLY IMPAIRED			128,699.12	4,508.14	133,207.26	12,869.94	116,194.82	0.00
317 COMPUTER INSTRUCTION			73,495.94	3,050.97	76,546.91	7,349.59	66,146.35	0.00
318 DEAF			156,309.01	-8,907.92	147,401.09	14,209.91	127,899.19	0.00
321 PHYS. THERAPY			153,110.40	4,941.00	158,051.40	15,311.04	137,958.86	0.00
322 OCCUPATIONAL THERAPY			303,374.80	-74,512.48	228,862.32	21,968.52	198,065.40	0.00
325 HOME ECONOMICS			131,945.20	7,317.48	138,862.68	13,154.52	118,390.68	0.00
326 ENGLISH/SECOND LANG. INTSR.			657,043.20	5,508.97	662,552.17	63,651.06	572,859.54	0.00
332 CURRICULUM SUPERVISION COORDINATION			52,393.00	10,933.25	63,326.25	6,332.63	56,993.62	0.00
338 MUSIC TEACHER			158,611.70	17,495.74	176,107.44	14,928.16	153,013.64	0.00
345 SHARED BUSINESS OFFICIAL			0.00	15,780.00	15,780.00	1,578.00	14,202.00	0.00
346 AUDIOLOGY/OSWEGO BOCES			120,846.55	4,712.57	125,559.12	12,555.93	113,003.19	0.00
349 SPEECH/HERKIMER BOCES			14,421.45	-14,421.45	0.00	0.00	0.00	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 09/30/2022
Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,702,519.88	14,656.48	3,717,176.36	398,508.16	904,830.02	2,413,838.18
002 CAPITAL/RENT EXPENDITURES		3,141,490.24	77,389.36	3,218,879.60	2,917,717.20	301,162.40	0.00
101 OCCUPATIONAL EDUCATION		5,605,673.83	652,861.23	6,258,535.06	598,264.51	4,670,728.34	989,542.21
103 SECONDARY OCC ED/MADISON BOCES		22,118.00	0.00	22,118.00	0.00	2,211.80	19,906.20
105 SUMMER COSMETOLOGY		21,000.00	0.00	21,000.00	11,978.93	0.00	9,021.07
107 OCCUPATIONAL EDUCATION-HANDICAPPED		846,096.59	28,315.60	874,412.19	85,351.27	675,446.98	113,613.94
109 OCC. ED./MADISON BOCES		28,662.00	-8,658.00	20,004.00	0.00	2,000.40	18,003.60
201 8:1:2 PROGRAM		4,822,722.64	429,676.45	5,252,399.09	331,570.95	3,871,305.62	1,049,522.52
202 INTENSE MGMT NEEDS/MADISON BOCES		59,454.00	1,890.00	61,344.00	0.00	6,134.40	55,209.60
203 12:1:1 ADJUSTMENT PROGRAM		625,994.23	-19,364.52	606,629.71	36,301.29	521,322.62	49,005.80
204 12:1:1 MILD/MODERATE PROGRAM		1,260,200.91	147,059.59	1,407,260.50	75,797.02	1,061,838.31	269,625.17
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		443,845.00	83,263.50	527,108.50	0.00	52,710.85	474,397.65
206 TRANSITIONAL PLNG & IMPLEMENTATION		504,158.00	13,461.00	517,619.00	0.00	11,132.80	506,486.20
209 12:1:4 DEV/MD PROGRAM		3,358,780.07	235,785.36	3,594,565.43	203,843.44	2,542,888.09	847,833.90
214 SPECIAL ED. OPTION III/MADISON BOCES		496,002.75	-59,225.75	436,777.00	0.00	43,677.70	393,099.30
216 6:1:2 PROGRAM		1,623,972.80	-85,901.91	1,538,070.89	215,923.33	1,429,619.87	-107,472.31
217 Staffing 1:8:1/HERKIMER BOCES		0.00	0.00	0.00	2,367.78	0.00	-2,367.78
221 6:1:1 HERKIMER BOCES		90,000.00	-90,000.00	0.00	0.00	0.00	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		272,745.00	9,213.00	281,958.00	0.00	28,195.80	253,762.20
225 ELEM IMN 6:1:2.5/MADISON		483,780.00	-78,499.00	405,281.00	0.00	40,528.10	364,752.90
226 Staffing 1:12:1		0.00	0.00	0.00	319.18	0.00	-319.18
303 ART		263,042.90	8,895.33	271,938.23	14,572.48	216,030.89	41,334.86
305 GUIDANCE		280,537.00	-88,698.51	191,838.49	7,524.53	121,996.49	62,317.47
306 TECHNOLOGY		123,366.60	4,176.08	127,542.68	8,001.88	105,226.81	14,313.99
308 PHYSICAL EDUCATION		79,432.00	54,029.38	133,461.38	11,753.82	169,239.93	-47,532.37
310 NURSE PRACTITIONER		413,579.00	13,869.12	427,448.12	31,815.02	344,108.37	51,524.73
312 SCHOOL PHYSICIAN		65,439.24	0.00	65,439.24	0.00	65,430.00	9.24
313 SCHOOL PSYCHOLOGIST		363,356.25	36,018.43	399,374.68	53,608.98	381,311.35	-35,545.65
314 SCHOOL SOCIAL WORKER		424,460.00	-96,479.67	327,980.33	12,209.36	227,951.54	87,819.43
315 SPEECH IMPROVEMENT		632,178.00	68,311.37	700,489.37	47,909.03	631,599.77	20,980.57
316 VISUALLY IMPAIRED		123,808.12	4,508.14	128,316.26	6,664.89	95,475.55	26,175.82
317 COMPUTER INSTRUCTION		86,590.04	3,050.97	89,641.01	5,997.81	71,694.01	11,949.19
318 DEAF		149,979.01	-8,907.92	141,071.09	8,398.11	128,420.67	4,252.31
321 PHYS. THERAPY		146,205.40	4,941.00	151,146.40	8,873.55	124,507.62	17,765.23
322 OCCUPATIONAL THERAPY		286,686.80	-74,512.48	212,174.32	17,348.71	243,403.42	-48,577.81
325 HOME ECONOMICS		207,733.00	7,317.48	215,050.48	10,535.97	125,848.19	78,666.32
326 ENGLISH/SECOND LANG. INTSR.		735,352.80	5,508.97	740,861.77	38,210.39	543,313.54	159,337.84
332 CURRICULUM SUPERVISION COORDINATION		52,393.00	10,933.25	63,326.25	1,407.25	0.00	61,919.00
338 MUSIC TEACHER		299,959.40	-19,824.66	280,134.74	16,155.82	239,109.39	24,869.53
345 SHARED BUSINESS OFFICIAL		0.00	15,780.00	15,780.00	36,047.27	0.00	-20,267.27

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 09/30/2022
Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
346	AUDIOLOGY/OSWEGO BOCES	120,846.55	4,712.57	125,559.12	12,555.93	0.00	113,003.19
349	SPEECH/HERKIMER BOCES	14,421.45	-14,421.45	0.00	0.00	0.00	0.00
350	OCC. THERAPY/HERK. BOCES	4,059.00	-4,059.00	0.00	0.00	0.00	0.00
352	TEACH. AIDE 11/HERK. BOCES	30,800.00	-30,800.00	0.00	0.00	0.00	0.00
355	General Supervision	71,803.60	9,159.83	80,963.43	26,621.72	53,096.73	1,244.98
357	BILINGUAL/ESL ITINERANT MADISON BOCES	20,860.00	860.00	21,720.00	0.00	2,172.00	19,548.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	5,220.00	3,880.00	9,100.00	8,019.00	0.00	1,081.00
405	PERFORMING ARTS	114,364.25	4,059.12	118,423.37	4,509.01	24,585.93	89,328.43
408	ALTERNATIVE EDUCATION	4,618,576.21	1,474,492.53	6,093,068.74	578,059.65	4,336,688.21	1,178,320.88
410	HOSPITAL BASED/ONONDAGA BOCES	8,100.00	0.00	8,100.00	0.00	0.00	8,100.00
411	ALTERNATIVE H.S. EQUIV	59,859.84	0.00	59,859.84	3,955.88	51,808.43	4,095.53
417	GED - EA - MADISON BOCES	141,657.80	6,871.44	148,529.24	0.00	11,330.87	137,198.37
420	REGIONAL PROGRAM EXCELLENCE	157,671.78	41,765.67	199,437.45	37,407.98	101,942.37	60,087.10
426	Distance Learning	42,382.00	40,956.45	83,308.45	0.00	8,330.85	74,977.60
428	SUMMER SCHOOL	751,867.11	3,394.50	755,261.61	487,626.11	54,842.06	212,793.44
438	DISTANCE LEARNING	2,851,097.21	-859,136.36	1,991,960.85	185,585.87	1,571,136.26	235,238.72
479	DL SYNERGY VIRTUAL HS/CITI BOCES	92,000.00	-44,200.00	47,800.00	4,780.00	0.00	43,020.00
502	EDUCATIONAL COMMUNICATIONS	873,264.84	214,308.64	1,087,573.48	166,496.95	508,383.18	412,693.35
504	TECHNICAL REPAIR SERVICE	1,057,738.70	345,419.76	1,403,158.46	207,115.20	807,260.36	388,782.90
505	PRINTING	811,903.82	413,590.23	1,225,494.05	376,271.37	639,889.63	209,333.05
509	SCH. CURR./CAYUGA BOCES	25,239.96	11,386.44	36,626.40	0.00	2,294.69	34,331.71
510	LEARNING TECHNOLOGY	3,208,043.44	3,171,078.25	6,379,121.69	1,178,517.25	3,736,975.65	1,463,628.79
511	SCH. CURR./CAPITAL REGION	3,113.25	-3,113.25	0.00	0.00	0.00	0.00
514	MODEL SCHOOLS-MADISON BOCES	288,963.00	-22,265.00	266,698.00	0.00	26,669.80	240,028.20
515	COMMON LEARNING OBJ-MADISON BOCES	2,664,512.03	211,118.59	2,875,630.62	0.00	978,085.01	1,897,545.61
518	SCIENCE KITS	1,195,835.26	81,698.53	1,277,533.79	285,863.27	466,196.59	525,473.93
520	SCH CURR./MADISON BOCES	400.00	575.00	975.00	0.00	97.50	877.50
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	1,547,269.92	367,337.52	1,914,607.44	449,393.91	536,137.20	929,076.33
538	MODEL SCHOOLS	406,631.83	35,753.59	442,385.42	117,049.76	284,336.05	40,999.61
543	HRD/SFTWARE/OSWEGO BOCES	5,093.28	-2,173.08	2,920.20	1,846.95	0.00	1,073.25
545	COMMUNITY SCHOOL RESOURCES	1,279,000.00	1,003,610.00	2,282,610.00	71,581.00	35,250.00	2,175,779.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	2,817.47	-267.47	2,550.00	255.00	0.00	2,295.00
555	SUPERINTENDENT EVALUERIE 2 BOCES	0.00	2,176.88	2,176.88	0.00	0.00	2,176.88
560	CPSE	121,872.18	3,532.35	125,404.53	14,495.53	70,987.37	39,921.63
565	School/Curriculum Improvement Planning	0.00	6,600.00	6,600.00	0.00	660.00	5,940.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	355,079.78	6,748.40	361,828.18	51,351.08	186,312.12	124,164.98
576	LIBRARY MEDIA SERVICE	715,567.27	107,941.76	823,509.03	290,928.89	297,641.01	234,939.13
578	LIBRARY AUTOMATION - MADISON BOCES	173,979.50	3,942.00	177,921.50	0.00	17,900.15	160,021.35
579	DIVERSITY EQUITY & INCL/TOMPKINS BOCES	0.00	1,050.00	1,050.00	105.00	0.00	945.00
601	COMPUTER SERVICES - MADISON BOCES	9,954,846.23	754,823.59	10,709,669.82	0.00	2,755,133.39	7,954,536.43

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 09/30/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
602	NEGOTIATIONS - MADISON BOCES	332,094.40	36,830.90	368,925.30	0.00	36,892.53	332,032.77
603	SCHOOL COMMUNICATIONS	730,504.53	-39,070.47	691,434.06	91,983.15	391,479.16	207,971.75
604	CENTRAL BUSINESS OFFICE	301,953.72	198,413.57	500,367.29	76,256.42	229,626.64	194,484.23
607	STAFF DEVELOPMENT - BUS DRIVERS	0.00	315.00	315.00	0.00	0.00	315.00
609	PLANNING SER: MANAGEMENT OCM BOCES	55,237.00	303.00	55,540.00	0.00	5,554.00	49,986.00
610	TELEPHONE INTERCONNECT	847,860.44	415,218.51	1,263,078.95	252,554.08	858,020.37	152,504.50
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	187,000.00	-12,000.00	175,000.00	0.00	17,500.00	157,500.00
612	HEALTH COORDINATION/HERKIMER BOCES	12,259.00	0.00	12,259.00	1,225.90	0.00	11,033.10
613	FACILITY SERVICES	115,815.00	988.61	116,803.61	24,893.15	35,872.96	56,037.50
615	POLICY PLANNING ERIE I	11,708.60	1,019.38	12,727.98	0.00	0.00	12,727.98
616	EMPLOYEE ASSISTANCE PROGRAM	26,072.00	0.00	26,072.00	5,666.83	16,190.97	4,214.20
617	TEACHER RECRUITING SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
618	EMPLOYEE BENEFIT COORDINATION	194,577.45	397.85	194,975.30	30,502.44	56,325.50	108,147.36
619	COOPERATIVE BIDDING-HERKIMER BOCES	25,500.00	-25,500.00	0.00	0.00	0.00	0.00
620	SAFETY COORDINATOR	734,634.89	232,531.86	967,166.75	123,594.31	288,714.58	554,857.86
621	COORDINATION OF INSURANCE MANAGEMENT	8,146.07	0.00	8,146.07	901.25	3,017.90	4,226.92
622	REGIONAL BUS RADIOS - MADISON BOCES	9,696.00	104.00	9,800.00	0.00	980.00	8,820.00
623	STATE AID PLANNING - QUESTAR III BOCES	43,415.00	1,100.00	44,515.00	0.00	41,340.00	3,175.00
625	SUBSTITUTE TEACHER SERVICE	159,701.01	8,582.90	168,283.91	17,787.97	59,679.58	90,816.36
626	CENTRAL SCHOOL FOOD MANAGEMENT	676,626.80	28,867.10	705,493.90	113,771.50	496,442.88	95,279.52
627	RECORDS RETENTION	106,362.96	31,235.45	137,598.41	32,913.14	42,921.41	61,763.86
628	TELECOMMUNICATIONS	338,328.18	239,491.33	577,819.51	55,419.85	413,359.31	109,040.35
631	COOPERATIVE BID/MAD. BOCES	17,843.72	43,512.28	61,356.00	0.00	6,135.60	55,220.40
632	HEALTH CARE COORD./DELAWARE BOC	20,796.00	2,173.00	22,969.00	0.00	2,296.90	20,672.10
633	GASB 45 PLNG/QUESTAR III	24,752.00	1,494.00	26,246.00	0.00	1,597.60	24,648.40
634	STAFF DEV BD OF ED - HERKIMER BOCES	13,302.00	0.00	13,302.00	0.00	0.00	13,302.00
636	GASB 45 PLANNING/CLINTON-ESSEX	3,990.00	13,090.00	17,080.00	2,510.00	1,457.00	13,113.00
637	FIXED ASSET INVENTORY/QUESTAR III	22,511.00	4,059.00	26,570.00	0.00	2,657.00	23,913.00
639	TRANSP./MADISON BOCES	1,521.00	-585.00	936.00	0.00	93.60	842.40
640	DRUG TESTING/JEFF-LEWIS BOCES	19,851.00	0.00	19,851.00	4,282.50	0.00	15,568.50
641	ON-LINE APPL./PUTNAM BOCES	43,672.00	-470.00	43,202.00	0.00	0.00	43,202.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES	38,014.04	-12,411.50	25,602.54	0.00	851.93	24,750.61
649	ACA COMPLIANCE/MADISON BOCES	15,896.00	92.00	15,988.00	0.00	1,598.80	14,389.20
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	79,800.00	570.00	80,370.00	13,395.00	6,697.50	60,277.50
651	SCRIP/BROOME BOCES	48,008.08	1,976.57	49,984.65	49,984.65	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC	23,640.00	8,005.75	31,645.75	0.00	3,164.58	28,481.17
656	EMPLOYEE RELATIONS/ONC BOCES	17,524.00	351.00	17,875.00	1,787.50	1,787.50	14,300.00
657	PROJECT WORK/CAPITAL REGION BOCES	0.00	0.00	0.00	23,876.94	11,938.47	-35,815.41
658	COOP BID/DCMO BOCES	0.00	19,416.94	19,416.94	0.00	1,941.69	17,475.25
659	TIER 4 ENHANCED/CAP REGION BOCES	0.00	143,261.64	143,261.64	0.00	0.00	143,261.64

Budget Status Report As Of: 09/30/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
660	EMPLOYEE ASSISTANCE/DCMO BOCES	0.00	7,963.86	7,963.86	0.00	796.39	7,167.47
701	OPERATIONS & MAINTENANCE	2,922,402.65	32,657.00	2,955,059.65	918,285.27	1,633,365.63	403,408.75
702	SPECIAL EDUCATION ADMINISTRATION	1,029,621.99	405.60	1,030,027.59	191,969.28	610,668.14	227,390.17
703	PROGRAM TRANSPORTATION	261,404.73	0.00	261,404.73	482.75	8,000.13	252,921.85
704	CENTRAL SUPERVISION	386,673.60	0.00	386,673.60	79,933.33	232,011.83	74,728.44
706	GENERAL ITINERANT SUPERVISION	287,569.61	608.40	288,178.01	49,831.94	141,560.38	96,785.69
707	TRANSITION PLANNING SERVICE	58,370.00	0.00	58,370.00	16,931.70	48,500.21	-7,061.91
708	TEACHING ASSISTANT	1,129,267.66	0.00	1,129,267.66	42,724.74	670,326.76	416,216.16
709	RESEARCH AND DEVELOPMENT	232,480.99	0.00	232,480.99	26,119.28	50,381.64	155,980.07
713	INFO & TECH SUPERVISION	306,756.95	147,377.39	454,134.34	51,765.52	181,507.52	220,861.30
715	Speech Therapy - Related Service	865,139.00	0.00	865,139.00	47,981.92	636,030.29	181,126.79
716	Visually Impaired - Related Service	60,667.00	0.00	60,667.00	1,814.98	22,790.62	36,061.40
718	Hearing Impaired - Related Service	7,504.00	0.00	7,504.00	0.00	0.00	7,504.00
720	PHYSICAL THERAPY - RELATED SERVICE	190,310.00	0.00	190,310.00	12,109.45	152,101.83	26,098.72
721	School Social Worker	1,239,065.00	0.00	1,239,065.00	79,925.90	1,019,655.15	139,483.95
722	Occupational Therapy	325,846.00	0.00	325,846.00	16,683.68	206,905.62	102,256.70
Total GENERAL FUND		80,551,736.13	10,185,623.62	90,737,359.75	12,235,236.56	46,217,283.15	32,284,840.04

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 09/30/2022

Fiscal Year: 2023

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	200,000.00	0.00	200,000.00	72,708.15	127,291.85	
791.000-1445-000	791.000	Other Food Sales-Invoices	100,000.00	0.00	100,000.00	680.00	99,320.00	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	371.51	371.51	371.51		
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	0.00	5,000.00	5,000.00	5,000.00		
791.000-2770-001	791.000	Misc Revenue - Fees Collected	0.00	0.00	0.00	6,144.85		6,144.85
791.000-3190-000	791.000	State Aid - Lunch Program	6,105,381.82	0.00	6,105,381.82	114,303.00	5,991,078.82	
791.000-3190-001	791.000	Surplus Food/Warehouse/Inv	250,000.00	0.00	250,000.00	0.00	250,000.00	
791.000 Service Subtotal			6,659,381.82	5,371.51	6,664,753.33	199,207.51	6,471,690.67	6,144.85
Total SCHOOL LUNCH FUND			6,659,381.82	5,371.51	6,664,753.33	199,207.51	6,471,690.67	6,144.85

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
As Of Date: 09/30/2022
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: 09/30/2022
Fiscal Year: 2023

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	2,500,000.00	0.00	2,500,000.00	140,930.67	0.00	2,359,069.33
791-2860-200	EQUIPMENT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	119,808.25	2,203,191.75	-323,000.00
791-2860-302	SUPPLIES - OTHER	98,800.00	371.51	99,171.51	22,001.08	126,813.77	-49,643.34
791-2860-303	SURPL FOOD/WRHOUSE/INV	395,200.00	0.00	395,200.00	0.00	0.00	395,200.00
791-2860-307	SUPP- NY SCHL COOKBK PROJ	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00
791-2860-400	MISC CONTR	46,800.00	0.00	46,800.00	4,801.12	37,948.88	4,050.00
791-2860-401	TRAVEL	3,500.00	0.00	3,500.00	1,205.29	142.60	2,152.11
791-2860-402	USE OF SCHOOL FACILITIES	655,000.00	0.00	655,000.00	0.00	0.00	655,000.00
791-2860-403	INSURANCE	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
791-2860-405	DEBIT CARD TRANS FEES	0.00	0.00	0.00	-3,437.67	0.00	3,437.67
791-2860-801	ERS	192,500.00	0.00	192,500.00	9,896.68	0.00	182,603.32
791-2860-802	FICA	191,250.00	0.00	191,250.00	10,599.04	0.00	180,650.96
791-2860-803	WK COMP	93,750.00	0.00	93,750.00	5,284.89	0.00	88,465.11
791-2860-804	HEALTH INS	473,381.82	0.00	473,381.82	0.00	47,998.48	425,383.34
791.000	SCHOOL LUNCH FUND - Service Subtotal	6,659,381.82	5,371.51	6,664,753.33	311,089.35	2,416,095.48	3,937,568.50
Total SCHOOL LUNCH FUND		6,659,381.82	5,371.51	6,664,753.33	311,089.35	2,416,095.48	3,937,568.50

ONEIDA-HERKIMER-MADISON BOCES
 BUDGET ADJUSTMENTS
 September 2022 Report for November Meeting

VII B. 2.
 Approval of 2022-2023 Budget
 Adjustment Report, September
 November 9, 2022

Description	2022-2023	Adjustments	07/31/22	08/01/22	09/01/22	Net	Revised
	Adopted Budget	per Contracts	Contract Totals	08/31/22 Changes	09/30/22 Changes		
A000 ADMINISTRATION							
A001 Administration	3,936,839	14,656	3,951,495			-	3,951,495
A002 Rent & Capital Budgets	3,141,490		3,141,490		77,389	77,389	3,218,880
A000 ADMINISTRATION TOTAL	7,078,329	14,656	7,092,985	-	77,389	77,389	7,170,375
A100 VOCATIONAL EDUCATION							
A101 Occupational Education	7,724,893	355,416	8,080,309	310,432		310,432	8,390,741
A102 Adult Education	39,244		39,244			-	39,244
A103 Secondary Occ Ed/Madison BOCES	22,118		22,118			-	22,118
A107 Multi. Occupational Education	550,810	28,316	579,126			-	579,126
A109 Occup. Ed./Madison BOCES	28,662	(8,658)	20,004			-	20,004
A100 VOCATIONAL EDUCATION TOTAL	8,365,727	375,073	8,740,801	310,432	-	310,432	9,051,233
A200 SPECIAL EDUCATION							
A201 Special Class 8:1:1	7,086,115	424,452	7,510,567	5,225		5,225	7,515,792
A202 Intense Mang. Needs/Madison BOCES	59,454	1,890	61,344			-	61,344
A203 Adjustment	1,181,716	(19,365)	1,162,351			-	1,162,351
A204 12:1:1	2,321,229	147,060	2,468,288			-	2,468,288
A205 Option II/Madison BOCES	443,845	83,264	527,109			-	527,109
A206 Transition Services	529,760	13,461	543,221			-	543,221
A209 Severely Handicapped	6,339,600	235,785	6,575,385			-	6,575,385
A214 Scndry Int.Mgt.Needs/Madison BOCES	496,003	(59,226)	436,777			-	436,777
A216 Spec.Ed./1:6:1	2,260,598	(85,902)	2,174,696			-	2,174,696
A221 Staffing 6:1:1/Herkimer BOCES	90,000	(90,000)	-			-	-
A222 Autism Program/Madison BOCES	272,745	(41,126)	231,619		50,339	50,339	281,958
A225 Elementary IMN/Madison BOCES	483,780	(78,499)	405,281			-	405,281
A200 SPECIAL EDUCATION TOTAL	21,564,844	531,794	22,096,638	5,225	50,339	55,564	22,152,202

Description	2022-2023	Adjustments	07/31/22	08/01/22	09/01/22	Net	Revised
	Adopted Budget	per Contracts	Contract Totals	08/31/22 Changes	09/30/22 Changes		
A300 ITINERANTS							
A303 Art	183,035	8,895	191,930			-	191,930
A305 Guidance	297,801	(68,845)	228,956	(19,853)		(19,853)	209,102
A306 Technology	82,534	4,176	86,710			-	86,710
A308 Physical Education	42,594	2,917	45,511		51,112	* 51,112	96,623
A310 Nurse Practitioner	386,040	13,869	399,909			-	399,909
A312 School Physiclan	59,439		59,439			-	59,439
A313 School Psychologist	263,338	11,337	274,674		24,681	24,681	299,356
A314 School Social Worker	353,522	(60,221)	293,301		(36,259)	* (36,259)	257,042
A315 Speech Impaired	667,281	23,697	690,978		44,614	44,614	735,592
A316 Visually Impaired	128,699	4,143	132,842		366	366	133,207
A317 Computer Instruction	73,496	3,051	76,547			-	76,547
A318 Hearing Impaired	156,309	5,302	161,611		(14,210)	(14,210)	147,401
A321 Physical Therapy	153,110	4,782	157,892		160	160	158,051
A322 Occupational Therapy	303,375	(74,861)	228,514		349	349	228,862
A325 Home Economics	131,545	7,317	138,863			-	138,863
A326 English/Second Language	657,043	26,042	683,085		(20,533)	(20,533)	662,552
A332 Curriculum Supervision	52,393	9,526	61,919	1,407		1,407	63,326
A337 Spanish		62,333	62,333		(62,333)	(62,333)	-
A338 Music Teacher	158,612	(19,825)	138,787		37,320	* 37,320	176,107
A345 Shared Business Official		10,124	10,124	5,656		5,656	15,780
A346 Audiology/Oswego BOCES	120,847	4,713	125,559			-	125,559
A349 Speech/Herkimer BOCES	14,421	(14,421)	-			-	-
A350 Therapy/Herkimer BOCES	4,059	(4,059)	-			-	-
A352 TA 1:1/Herkimer BOCES	30,800	(30,800)	-			-	-
A355 General Supervision	76,804	9,160	85,963			-	85,963
A357 Bilingual/ESL Itinerant/Madison BOCES	20,860	860	21,720			-	21,720
A300 ITINERANTS TOTAL	4,417,956	(60,789)	4,357,167	(12,790)	25,268	12,478	4,369,644

Description	2022-2023	Adjustments	07/31/22	08/01/22	09/01/22	Net	Revised
	Adopted	per	Contract	08/31/22	09/30/22		
	Budget	Contracts	Totals	Changes	Changes	Changes	
A400 GENERAL EDUCATION							
A402 Explor. Enrichment/Jeff-Lewis BOCES	5,220	3,880	9,100			-	9,100
A405 Performing Arts	115,520	(891)	114,629		4,950	4,950	119,579
A408 Alternative Education	5,675,964	1,541,743	7,217,707			-	7,217,707
A410 Hospital Based/Onondaga BOCES	8,100		8,100			-	8,100
A411 Alternative High School Equivalency	59,970		59,970			-	59,970
A417 Equivalent Attendance/Madison BOCES	141,658	507	142,165		6,364	6,364	148,529
A420 Regional Program Excellence	171,010	37,988	208,998	3,778		3,778	212,776
A426 Distance Learning/Madison BOCES	42,352	39,782	82,134		1,174	1,174	83,308
A428 Summer School	786,711	3,395	790,106			-	790,106
A438 Distance Learning	2,965,052	(238,580)	2,726,472	(717,627)	22,899	(694,728)	2,031,744
A479 DL Synergy Virtual HS/CITI BOCES	92,000	(92,000)	-		47,800	* 47,800	47,800
A400 GENERAL EDUCATION TOTAL	10,063,557	1,295,824	11,359,381	(713,849)	83,187	(630,661)	10,728,719
A500 INSTRUCTIONAL SUPPORT							
A502 Library Media	917,779	198,263	1,116,042		17,420	17,420	1,133,462
A504 Audio Visual/Video Repair	720,533	345,420	1,065,952			-	1,065,952
A505 Printing Services	715,969	501,447	1,217,416			-	1,217,416
A509 Sch. Curr./Cayuga BOCES	25,240	5,277	30,517		6,110	* 6,110	36,626
A510 Learning Technology	3,202,532	2,632,470	5,835,002	560,586	4,398	564,984	6,399,986
A511 Sch Curric/Capital Region BOCES	3,113	(3,113)	-			-	-
A514 Model Schools/Madison BOCES	288,963	(48,495)	240,468		26,230	26,230	266,698
A515 Com Objective/Madison BOCES	2,664,512	(208,531)	2,455,981		419,649	* 419,649	2,875,631
A518 Science Kits	1,270,459	91,463	1,361,922	1,747	3,489	5,236	1,367,157
A520 School Curriculum/Madison BOCES	400	(400)	-		975	* 975	975
A521 School Curriculum Improvement	1,417,094	105,635	1,522,729	108,792	52,550	161,342	1,684,071
A538 Model Schools	279,923	35,754	315,676			-	315,676
A543 Hard/Software/Oswego BOCES	5,093		5,093		(2,173)	* (2,173)	2,920
A545 Curr Dev/Greater Southern Tier BOCES	1,406,900	411,246	1,818,146	692,725		692,725	2,510,871
A547 CDOS Credential Mgmt Sys/Oswego BOCES	2,817	100	2,917		(367)	* (367)	2,550
A555 Superintendent Eval/Erie 2 BOCES		2,177	2,177			-	2,177

Description	2022-2023	Adjustments	07/31/22	08/01/22	09/01/22	Net	Revised
	Adopted Budget	per Contracts	Contract Totals	08/31/22 Changes	09/30/22 Changes		
A560 Committee Preschool Special Ed	139,515	3,532	143,047			-	143,047
A565 School Curriculum/Erie 2 BOCES					6,600	*	6,600
A574 School and Business Alliance	341,518	6,748	348,266			-	348,266
A576 Library Services	744,775	107,942	852,717			-	852,717
A578 Library Automation/Madison BOCES	173,980	3,822	177,802			120	177,922
A579 Diversity Equity/Tompkins BOCES					1,050	*	1,050
A500 INSTRUCTIONAL SUPPORT TOTAL	14,321,115	4,190,757	18,511,872	1,363,849	536,050	1,899,900	20,411,772
A600 NON-INSTRUCTIONAL PROGRAMS							
A601 Computer Services/Madison BOCES	9,954,846	64,331	10,019,178		690,492	690,492	10,709,670
A602 Negotiations/Madison/Broome BOCES	332,094	32,463	364,558		4,368	4,368	368,925
A603 School Communications	512,972	(2,527)	510,445		(35,544)	(35,544)	474,901
A604 Central Business Office	318,647	205,134	523,780	(6,720)		(6,720)	517,060
A607 Staff Development Bus Drivers		315	315			-	315
A609 Energy Services/Onondaga BOCES	55,237	101	55,338		202	202	55,540
A610 Interconnect Telephone	827,630	415,055	1,242,685	2,034	(1,870)	163	1,242,848
A611 Bus Maint/Madison BOCES	187,000	(12,000)	175,000			-	175,000
A612 Health Coord /Herkimer BOCES	12,259		12,259			-	12,259
A613 Facilities Service	52,932	989	53,921			-	53,921
A615 Policy Planning/Erie 1	11,709	1,019	12,728			-	12,728
A616 Employee Assistance Program	19,872		19,872			-	19,872
A618 Employee Benefits Coordination	129,219	398	129,617			-	129,617
A619 Cooperative Bid/Herkimer BOCES	25,500	(25,500)	-			-	-
A620 Safety/Asbestos/Struct/Fire Inspections	626,878	194,806	821,683	14,096	23,630	37,726	859,409
A621 Liability Insurance Consortium	6,875		6,875			-	6,875
A622 Regional Bus Radios/Madison BOCES	9,696	104	9,800			-	9,800
A623 State Aid Planning/Questar III BOCES	43,415		43,415		1,100	1,100	44,515
A625 Substitute Calling Service	173,637	(6,155)	167,483		16,292	16,292	183,774
A626 School Food Service	640,483	28,867	669,350			-	669,350
A627 Records Retention	103,680	31,235	134,915			-	134,915
A628 Telecommunications	304,507	243,992	548,499			-	548,499
A631 Cooperative Bid/Madison BOCES	17,844	43,512	61,356			-	61,356
A632 Health Care Coord./Delaware BOCES	20,796	1,617	22,413		556	556	22,969
A633 GASB 45/Questar III BOCES	24,752	1,494	26,246			-	26,246

Description	2022-2023	Adjustments	07/31/22	08/01/22	09/01/22	Net	Revised
	Adopted	per	Contract	08/31/22	09/30/22		
	Budget	Contracts	Totals	Changes	Changes	Changes	
A634 Staff Dev./Board/Herkimer BOCES	13,302		13,302			-	13,302
A636 GASB 45/Clinton-Essex Boces	3,990	13,090	17,080			-	17,080
A637 Fixed Assets/Questar III BOCES	22,511	4,059	26,570			-	26,570
A639 Transp./Madison BOCES	1,521	(1,205)	316		620 *	620	936
A640 Drug Testing/Jeff-Lewis BOCES	19,851		19,851			-	19,851
A641 On-Line Application/Putnam BOCES	43,672	(470)	43,202			-	43,202
A646 Medicaid Reimburs./Madison BOCES	38,014	(10,668)	27,346		(1,743)	(1,743)	25,603
A649 ACA Compliance/Madison BOCES	15,896	92	15,988			-	15,988
A650 Testing-NYS Alt Addmt/Cap Region BOCES	79,800	525	80,325	45		45	80,370
A651 SCRIC/Broome BOCES	48,008	1,977	49,985			-	49,985
A655 Special Ed Aid Assistance Svc/Questar III BOCES	23,640	8,006	31,646			-	31,646
A656 Employee Relations/ONC BOCES	17,524	351	17,875			-	17,875
A657 Project Work/Cap Region BOCES			-			-	-
A658 Coop Bid/DCMO BOCES		19,714	19,714		(297)	(297)	19,417
A659 Tier 4 Enhanced/Cap Region BOCES		143,262	143,262			-	143,262
A660 Employee Assistance/DCMO BOCES					7,964 *	7,964	7,964
A600 NON-INSTRUCTIONAL SERVICES TOTAL	14,740,209	1,397,982	16,138,191	9,454	705,770	715,224	16,853,415
A700 INTERNAL							
A701 Operations and Maintenance	-		-			-	-
A713 Infor and Technology Supervision	-		-			-	-
A700 INTERNAL	-	-	-	-	-	-	-
TOTALS	80,551,736	7,745,298	88,297,034	962,322	1,478,004	2,440,326	90,737,360

MONTHLY ADJUSTMENTS OVER 10% OF BUDGET

A222 Autlsm Program/Madison BOCES	50,339
A308 Physical Education	51,112
A314 School Social Worker	(36,259)
A338 Music Teacher	37,320
A479 DL Synergy Virtual HS/CITi BOCES	47,800
A509 Sch. Curr./Cayuga BOCES	6,110
A514 Model Schools/Madison BOCES	26,230
A515 Com Objective/Madison BOCES	419,649
A520 School Curriculum/Madison BOCES	975
A543 Hard/Software/Oswego BOCES	(2,173)
A547 CDOS Credential Mgmt Sys/Oswego BOCES	(367)
A565 School Curriculum/Erle 2 BOCES	6,600
A579 Diversity Equity/Tompkins BOCES	1,050



Oneida-Herkimer-Madison BOCES
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Scott Morris

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VII B. 3.

Approval of 2022-23 Contracts
(Seller With Schools)

November 9, 2022


MEMORANDUM

To: Cooperative Board

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

Date: October 12, 2022

Subject: 2022-2023 Contracts

Prepared by: Scott Morris 

Background:

Each year the Oneida BOCES enters into contracts with school districts and other BOCES. These contracts are legal documents that bind another BOCES, or school district to services requested. These contracts provide the basis for revenue for the programs at the Oneida BOCES.

Discussion:

Contracts for services for the 2022-2023 school year are based on requests that were submitted to BOCES by component school districts and other BOCES on May 1, 2022. The contracts reflect the range of services provided by our BOCES such as Occupational Education, Handicapped Students, Instructional and Management Services. All contracts are signed by the President or Clerk of both Boards of Education. All adjustments in service throughout the year are additional adjustments to the original contract.

Recommendation:

It is recommended that the Cooperative Board enter into the following contract(s) to assure payment for services:

Oneida BOCES Contractor (Seller) With Schools

Brookfield CSD	\$1,405,313.49	Initial contract for all BOCES services for 2022-2023 including administration, career & technical education, handicapped services, alternative Education.
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The contract provides the revenue necessary to pay for salaries, equipment, supplies and contractual obligations of programs at BOCES.

Resolution:

That the Cooperative Board approve the contract(s) between Oneida-Herkimer-Madison BOCES and Brookfield Central School District for the 2022-2023 school year.

SM:ct

Attachments

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2022 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and BROOKFIELD CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2022-23 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
001.010	ADMINISTRATIVE COSER	217.0000	100.7890	PER RWADA	0.00	21,871.21	0.00	21,871.21
002.010	RENT	217.0000	13.7348		0.00	2,980.45	0.00	2,980.45
002.020	CAPITAL FUND	217.0000	113.7598	PER RWADA	0.00	24,685.88	0.00	24,685.88
101.010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG	139,196.00	139,196.00	0.00	139,196.00
201.010	8:1:2 PROGRAM	4.0000	37,425.0000	TUITION RATE	0.00	112,275.00	37,425.00	149,700.00
201.715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	3.0000	4,553.0000	PER HOUR	0.00	4,553.00	9,106.00	13,659.00
201.720	8:1:2 PROGRAM PHYS THERAPY -RS	1.0000	4,720.0000	PER HOUR	0.00	4,720.00	0.00	4,720.00
201.721	8:1:2 PROGRAM SOCIAL WORKERS	4.0000	3,860.0000	PER 1/2 HOUR	0.00	11,580.00	3,860.00	15,440.00
201.722	8:1:2 PROGRAM OCC THERAPY - RS	2.0000	4,160.0000	PER HOUR	0.00	6,240.00	2,080.00	8,320.00
204.010	12:1:1 MILD/MODERATE PROGRAM	3.0000	27,518.0000	TUITION RATE	0.00	82,554.00	0.00	82,554.00
204.720	12:1:1 MILD/MOD PHYS THERAPY-RS	1.0000	4,720.0000	PER HOUR	0.00	4,720.00	0.00	4,720.00
204.721	12:1:1 MILD/MODERATE COUNSELING-RS	3.0000	3,860.0000	PER 1/2 HOUR	0.00	11,580.00	0.00	11,580.00
204.722	12:1:1 MILD/MODERATE OCC THER - RS	2.0000	4,160.0000	PER HOUR	0.00	8,320.00	0.00	8,320.00
206.020	TRANSITION SERVICES	0.0000	4,930.0000	PER STUDENT	0.00	9,860.00	-9,860.00	0.00
206.030	STRIDE PROGRAM	0.0000	2,194.0000	PER STUDENT	0.00	2,194.00	-2,194.00	0.00
206.050	OPTIONS MIDDLE SCHOOL	1.0000	8,505.0000	PER STUDENT	0.00	8,505.00	0.00	8,505.00
209.010	12:1:4 DEV/MD PROGRAM	1.0000	39,126.0000	TUITION RATE	0.00	117,378.00	-78,252.00	39,126.00
209.708	12:1:4 DEV/MD TEACH ASSIST	1.0000	49,925.0000	PER FTE	0.00	99,850.00	-49,925.00	49,925.00
209.715	12:1:4 DEV/MD SPEECH - RS	1.0000	4,553.0000	PER HOUR	0.00	22,765.00	-18,212.00	4,553.00
209.720	12:1:4 DEV/MD PHYS THERAPY-RS	1.0000	4,720.0000	PER HOUR	0.00	14,160.00	-9,440.00	4,720.00
209.722	12:1:4 DEV/MD OCCUP THERAPY-RS	1.0000	4,160.0000	PER HOUR	0.00	12,480.00	-8,320.00	4,160.00
216.010	6:1:2 PROGRAM	1.0000	76,355.0000	STUDENT FTE	0.00	152,710.00	-76,355.00	76,355.00

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
BROOKFIELD CSD
School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
303.010	ART	0.6000	130,739.0000	PER FTE	0.00	78,443.40	0.00	78,443.40	
305.010	GUIDANCE	0.6000	99,267.0000	PER FTE	0.00	79,413.60	-19,853.40	59,560.20	
310.010	NURSE PRACTITIONER	0.1000	120,637.5000	PER FTE	0.00	12,063.75	0.00	12,063.75	
312.010	MEDICAL DIRECTOR	1.0000	1,905.5000	DOSHS DIRECTOR	0.00	1,905.50	0.00	1,905.50	
312.020	SCHOOL PHYSICIAN	1.0000	1,023.8200	PHYS CONSULTANT	0.00	1,023.82	0.00	1,023.82	
313.010	SCHOOL PSYCHOLOGIST	0.2000	105,335.0000	PER FTE	0.00	21,067.00	0.00	21,067.00	
315.010	SPEECH IMPAIRED	0.8000	106,330.0000	PER FTE	0.00	85,064.00	0.00	85,064.00	
315.020	UNDER THE DIRECTION OF	4.0000	1,200.0000	PER 1-5 STUDENT	0.00	4,800.00	0.00	4,800.00	
322.010	OCCUPATIONAL THERAPY	0.0000	104,612.0000	PER FTE	0.00	83,689.60	-83,689.60	0.00	
405.010	PERFORMING ARTS	1.0000	1,545.0000	BASE/USAGE	0.00	1,545.00	0.00	1,545.00	
405.020	ARTS IN EDUCATION	1.0000	1,525.0000	BASE	0.00	1,525.00	0.00	1,525.00	
408.010	ALTERN ED LEVEL I	2.0000	25,532.0000	PER STUDENT	0.00	178,724.00	-127,660.00	51,064.00	
410.429	HOSPITAL BASED/ONONDAGA BOCES	0.0000	0.0000	PER HOUR	1,296.00	1,296.00	0.00	1,296.00	
428.010	SUMMER SCH ACADEMIC	5.0000	533.0000	PER COURSE	0.00	2,665.00	0.00	2,665.00	
428.030	SUMMER SCHOOL TUTORIAL	7.0000	196.0000	PER COURSE	0.00	1,372.00	0.00	1,372.00	
438.010	DISTANCE LEARNING	1.0000	19,328.6600	PER DISTRICT	0.00	19,328.66	0.00	19,328.66	
438.015	DL WEB BASED INSTRUCTION	0.0000	0.0000	USAGE	4,560.00	4,560.00	0.00	4,560.00	
438.020	ADV SOC STUDIES	2.0000	6,425.3200	SECTION	0.00	12,850.64	0.00	12,850.64	
438.050	ZOOM LICENSING	13.0000	22.8000	PER LICENSE	1,250.00	1,546.40	0.00	1,546.40	
502.010	EDUCATIONAL COMMUN	217.0000	21.6700	Per RWADA	0.00	4,702.39	0.00	4,702.39	
502.020	COOP MUSIC SHARING	217.0000	1.0400	Per RWADA	0.00	225.68	0.00	225.68	
502.030	COURIER SERVICE	217.0000	2.1800	Per RWADA	1,745.00	2,218.06	0.00	2,218.06	
502.040	LOTE EXAMS	25.0000	5.7500	Per EXAM	0.00	143.75	0.00	143.75	

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
BROOKFIELD CSD

School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
504.010	AUDIOVISUAL REPAIR	36.0000	84.3300	PER HOUR	0.00	3,035.88	0.00	3,035.88	
504.020	MICRO COMP REPAIR	39.5000	84.3300	PER HOUR	0.00	3,331.04	0.00	3,331.04	
504.030	MUSICAL INST REPAIR	9.0000	71.1900	PER HOUR	0.00	640.71	0.00	640.71	
504.210	REPAIR PARTS - NON AIDABLE	0.0000	0.0000		1,000.00	1,000.00	0.00	1,000.00	
505.010	PRINTING	0.0000	0.0000	USAGE	20,000.00	20,000.00	0.00	20,000.00	
510.010	INSTR TECHNOLOGY - LEVEL I	0.2000	84,907.8400	PER UNIT	0.00	16,981.57	0.00	16,981.57	
510.060	BLACKBOARD	1.0000	1,437.5000		0.00	1,437.50	0.00	1,437.50	
514.259	MODEL SCHOOLS XC MADISON	0.0000	0.0000	X-CONTRACT	9,453.00	9,156.00	297.00	9,453.00	
515.258	NETWORK SUPPORT XC MADISON	0.0000	0.0000	X-CONTRACT	13,044.35	12,488.00	576.35	13,044.35	
515.259	COMMON LEARNING OBJ XC MADISON	0.0000	0.0000	X-CONTRACT	22,005.05	22,021.40	-16.35	22,005.05	
518.010	SCIENCE KITS	217.0000	15.0000	PER RWADA	0.00	3,255.00	0.00	3,255.00	
521.010	SCH CURRI IMPROV	217.0000	7.5000	Per RWADA+BASE	14,539.00	16,166.50	0.00	16,166.50	
521.030	REGIONAL SCORING	20.0000	12.0000	PER TEST	0.00	240.00	0.00	240.00	
521.040	SCH CURRIC STUDY COUNCIL	1.0000	430.0000	Per District	0.00	430.00	0.00	430.00	
521.050	REGIONAL ASSESSMENT PROJECT	1.0000	5,250.0000	Per District	0.00	5,250.00	0.00	5,250.00	
521.070	RTTT DATA ANALYSIS	1.0000	3,040.0000	Per District	0.00	3,040.00	0.00	3,040.00	
521.080	APPR RECERTIFICATION/TRNING	3.0000	2,610.0000	PER PARTICIPANT	0.00	7,830.00	0.00	7,830.00	
560.010	COMMITTEE PRESCHOOL	5.0000	1,065.0000	PER STUDENT	0.00	5,325.00	0.00	5,325.00	
576.010	REGIONAL CATALOG SERVICE	1.0000	878.3800	PER LIBRARY	0.00	878.38	0.00	878.38	
576.020	EXPANDED INTERLIBRARY LOAN	217.0000	0.7700	FEE/RWADA	383.00	550.09	0.00	550.09	
576.030	ONLINE LIBRARY RESOURCES	0.0000	0.0000		3,572.45	3,258.95	313.50	3,572.45	
576.040	COLLECTION DEVELOP.	3.0000	821.0600	PER UNIT	0.00	2,463.18	0.00	2,463.18	
576.050	VIRTUAL REFERENCE LIB.	217.0000	1.5900	PER RWADA	0.00	345.03	0.00	345.03	
578.259	LIBRARY AUTOMATION XC MADISON	0.0000	0.0000	X-CONTRACT	3,833.00	3,749.00	84.00	3,833.00	
601.259	ADMIN COMPUTER XC MADISON	0.0000	0.0000	X-CONTRACT	96,400.72	161,499.77	-65,099.05	96,400.72	

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES BROOKFIELD CSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
602.259	NEGOTIAT XC MADISON	0.0000	0.0000	X-CONTRACT	7,040.00	6,902.00	138.00	7,040.00	
603.010	SCHOOL COMMUNICATION	58.0000	67.6000	PER HOUR	0.00	3,920.80	0.00	3,920.80	
604.010	CBO	217.0000	77.5000	PER RWADA	0.00	16,817.50	0.00	16,817.50	
604.020	ACCOUNTS RECEIVABLE	168.0000	40.0000	PER HOUR	0.00	6,720.00	0.00	6,720.00	
609.429	ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	818.00	818.00	0.00	818.00	
610.010	TELEPHONE & SERVICE CHARGES	217.0000	4.1500	PER RWADA +TELE	8,800.00	9,700.55	0.00	9,700.55	
610.040	AIR CARD	2.0000	795.7200	PER UNIT	0.00	1,591.44	0.00	1,591.44	
616.010	EMPLOYEE ASSISTANCE	55.0000	13.5000	PER EMPLOYEE	0.00	742.50	0.00	742.50	
618.010	EMPLOYEE BENEFIT COOR	0.0000	0.0000		1,950.00	1,950.00	0.00	1,950.00	
619.219	COOPERATIVE BIDDING XC HERKIMER	0.0000	0.0000	X-CONTRACT	0.00	4,250.00	-4,250.00	0.00	
620.010	SAFETY SERVICE	217.0000	3.1500	Per RWADA+11500	11,500.00	12,183.55	0.00	12,183.55	
620.020	ASBESTOS MAINT.	2.0000	702.0000	PER BLDG.	0.00	1,404.00	0.00	1,404.00	
620.030	VIS./STRUC. INSPECT.	1.0000	702.0000	PER BLDG.	0.00	702.00	0.00	702.00	
620.040	FIRE INSPECTIONS	1.7500	702.0000	PER BLDG.	0.00	1,228.50	0.00	1,228.50	
621.010	LIABILITY INSURANCE	1.0000	1,375.0000	PER DISTRICT	0.00	1,375.00	0.00	1,375.00	
623.499	STATE AID PLANNING XC QUESTAR III	0.0000	0.0000	X-CONTRACT	3,345.00	3,345.00	0.00	3,345.00	
626.010	SCHOOL FOOD MNGT	0.0000	0.0000	MEAL EQUIVALENT	9,714.00	9,714.00	0.00	9,714.00	
627.010	RECORDS RETENTION	9.0000	360.0000	PER DAY	0.00	3,240.00	0.00	3,240.00	
628.010	TELECOMMUNICATIONS	1.0000	6,462.7500	SVC COST + LINE	18,546.66	25,009.41	0.00	25,009.41	
634.219	STAFF DEV. - BOARD - HERK BOCES	0.0000	0.0000	X-CONTRACT	874.00	874.00	0.00	874.00	

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES
BROOKFIELD CSD
School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
636.099	GASB 45 PLANNING/CLINTON-ESSEX	0.0000	0.0000	X-CONTRACT	6,520.00	1,995.00	4,525.00	6,520.00
640.229	DRUG TESTING/JEFF-LEWIS BOCES	0.0000	0.0000	X-CONTRACT	1,000.00	1,000.00	0.00	1,000.00
641.489	ON-LINE APPL./PUTNAM BOCES	0.0000	0.0000	X-CONTRACT	1,500.00	1,500.00	0.00	1,500.00
649.259	ACA COMPLIANCE/MADISON BOCES	0.0000	0.0000	X-CONTRACT	1,628.00	1,740.00	-112.00	1,628.00
658.129	COOP BID/DCMO BOCES	0.0000	0.0000	X-CONTRACT	1,720.00	0.00	1,720.00	1,720.00

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
4747 MIDDLE SETTLEMENT ROAD
NEW HARTFORD, NY 13413-0070

ONEIDA HERKIMER MADISON BOCES
BROOKFIELD CSD

School Year 2022-23

Summary:

Total of Service Costs - All Funds:	1,355,775.95	(Except.001/002)
Capital Costs:	27,666.33	(CoSer 002)
Adm. & Clerical Costs:	21,871.21	(CoSer 001)
Total Contract Costs:	1,405,313.49	

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
Ten Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

ONEIDA HERKIMER MADISON BOCES
(Party of the First Part)

PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
(Post Office Address)

BROOKFIELD CSD
(Party of the Second Part)

1910 FAIRGROUND ROAD, PO BOX 60, BROOKFIELD, NY, 13314
(Post Office Address)




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

VII B. 4.
Approval of Corrective Action Plan
2021-2022 Audit Recommendations
November 9, 2022


MEMORANDUM

To: Cooperative Board

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

Date: October 19, 2022

Subject: Corrective Action Plan for 2021-2022 Audit Recommendations

Prepared By: Scott Morris 

Background:

Each year the Oneida-Herkimer-Madison BOCES engages an accounting firm to conduct an independent audit of the financial records of the organization. West & Company, CPA's, P.C. performed the audit for the 2021-2022 fiscal year. In addition to an opinion on the overall financial statements of the BOCES, recommendations are sometimes made, based upon the testing done by the auditors, to improve the overall reporting and/or internal controls to ensure accurate financial reporting.

Discussion:

As part of the 2021-2022 audit there were two (2) recommendations from the external auditors and a status update of two (2) comments from the previous year. The NYS Education Department Office of Audit Services requires submission of a Board approved Corrective Action Plan for the recommendations. A copy of the recommendations along with the response is attached to this resolution.

Recommendation:

It is recommended that the Cooperative Board approve the Corrective Action Plan for the 2021-2022 independent audit as drafted for submission to the NYS Education Department Office of Audit Services.

Resolution:

BE IT RESOLVED that the accompanying Corrective Action Plan to the 2021-2022 external audit be approved for submission to the NYS Education Department Office of Audit Services.

*Attachment – Management letter
Corrective Action Plan*

September 30, 2022

To the President and the Other Members of the
Oneida, Herkimer and Madison Counties
Board of Cooperative Educational Services
New Hartford, New York

Re: Management Letter
June 30, 2022

Dear Board Members:

In planning and performing our audit of the financial statements of the Oneida, Herkimer and Madison Counties Board of Cooperative Educational Services (BOCES) for the year ended June 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the BOCES' internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the BOCES' internal control. Accordingly, we do not express an opinion on the effectiveness of the BOCES' internal control.

However, during our audit we became aware of several matters that are opportunities for strengthening internal controls and improving operating efficiency. We previously reported on the BOCES' internal control in our report dated September 30, 2022. A separate report dated September 30, 2022, contains our report on significant deficiencies or material weaknesses in the BOCES' internal control. This letter does not affect our report dated September 30, 2022, on the financial statements of Oneida, Herkimer and Madison Counties Board of Cooperative Educational Services.

Prior-Year Conditions

1. Disbursement Testing

Prior Condition: In the prior year we found four purchase orders that were dated after the invoice date. It is noted that all purchases were for appropriate and reasonable expenditures for the BOCES.

Status: This condition remains unchanged as of June 30, 2022.

Recommendation: We recommend that management ensure all purchases comply with the purchasing policy of the BOCES.

2. Internal Controls

Prior Condition: During our review of internal controls in the compliance audit, we noted that some internal controls required by the Uniform Guidance are not in place. It was noted that no suspended or debarred vendors were used.

Status: This condition has been corrected as of June 30, 2022.

Current-Year Conditions

1. Single Audit

Condition: During our Single Audit, we noted that procurement of fruits and vegetables was not bid on per BOCES and Uniform Guidance policies. This is because historically, fruit and vegetable vendors do not want to agree to an annual contract when availability and price fluctuate week to week.

Recommendation: We recommend that the BOCES develop a bid that fruit and vegetable vendors will be willing to bid on so they will be in compliance with BOCES and Uniform Guidance policies.

2. CTE Reserve

Condition: Through review of CTE reserve expenditures, we noted that the BOCES did not obtain approval from NYS prior to ordering.

Recommendation: We recommend that management review the requirements of purchasing equipment through the CTE reserve to ensure that they are in compliance with NYS regulations.

* * * * *

We appreciate the courtesies and assistance provided to us during our audit by the entire Business Office staff. We have already discussed many of these comments and suggestions with various BOCES personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters or to assist you in implementing the recommendations.

Very truly yours,

WEST & COMPANY CPAs PC



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

Corrective Action Plan for the 2021-2022 Independent Audit

Prior-Year Conditions

1. Disbursement Testing

Prior Condition: In the prior year we found four purchase orders that were dated after the invoice date. It was noted that all purchases were appropriate and reasonable expenditures for the BOCES.

- **Status:** In the current year we noted four purchase orders dated after the invoice date.
- **Recommendation:** We recommend that management ensure all purchases comply with the purchasing policy of the BOCES.
- **Response:**

Commencing on November 1, 2022, Heidi Manzano, the OHM BOCES internal auditor, is going to create a log of purchase orders dated after the invoice date to be reviewed weekly. Heidi will communicate with the department supervisor regarding our purchasing policy to correct the issue.

2. Internal Controls

Prior Condition: During our review of the internal controls in the compliance audit, we noted that some internal controls required by the Uniform Guidance are not in place.

- **Status:** This condition has been corrected for the year ended June 30, 2022.

Current Year Conditions

1. **Single Audit**

Condition: During our Single Audit, we noted that procurement of fruits and vegetables was not bid on per BOCES and Uniform Guidance policies. This is because historically, fruit and vegetable vendors do not want to agree to an annual contract when availability and price fluctuate week to week.

Recommendation: We recommend that the BOCES develop a bid that fruit and vegetable vendors will be willing to bid on so they will be in compliance with BOCES and Uniform Guidance policies

Response:

The School Nutrition Food Service Director has been working with Madison Oneida BOCES on a bid for fruits and vegetables for the 2022-2023 school year.

2. **CTE Reserve**

Condition: Through review of CTE reserve expenditures, we noted that the BOCES did not obtain approval from NYS prior to ordering.

Recommendation: We recommend that management review the requirements of purchasing equipment through the CTE reserve to ensure that they are in compliance with NYS regulations.

Response:

The timeline for the use of the CTE reserve fund will be revamped. The timeline for purchase and approval of CTE reserve funds will initiate in the winter months instead of spring months in order to provide time for bidding and purchasing in that fiscal year.

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

C. PERSONNEL REPORT

a. RETIREMENTS

1. Teaching/Certified Staff

			Hire Date	Retire Date
1.	ELIZABETH A. MORAT	TEACHER OF CHILD CARE	10/05/2010	12/31/2022
2.	JAMIE M. SITERA	PRINCIPAL OF ACADEMIC & RELATED SERVICES	09/04/2012	12/31/2022

b. RESIGNATIONS

1. Teaching/Certified Staff

			Hire Date	Resign Date
1.	JENNIFER L. PARZYCH	COMPUTER EDUCATION COORDINATOR	03/15/2021	11/13/2022

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	EDWIN GUZMAN	LABORER	05/19/2022	10/05/2022
2.	BARBARA M. MARIO	FOOD SERVICE HELPER	01/09/2020	10/03/2022 (verbal)
3.	CALEB M. MARTIN	CLEANER	07/15/2019	10/11/2022
4.	BEVERLY A. THOMPSON	FOOD SERVICE HELPER	09/01/2022	10/18/2022
5.	MELISSA M. YOUNGHANZ	OFFICE SPECIALIST I	01/03/2022	10/07/2022 (revised)

c. UNPAID LEAVE(S) OF ABSENCE

1. Teaching/Certified Staff

			Start Date	End Date
1.	MORGAN E. FORT	TEACHER ASSISTANT	10/06/2022	TBD
2.	CHRISTOPHER LAMBERT	TEACHER ASSISTANT	10/03/2022	06/30/2023
3.	AMY M. LOCKE	SCHOOL SOCIAL WORKER	11/01/2022	TBD (extended)
4.	KRISTEN A. LUBECK	TEACHER ASSISTANT	10/17/2022	06/30/2023

2. Non-Instructional/Classified Staff

			Start Date	End Date
1.	MICHAEL P. CARNEY	NETWORK ADMINISTRATOR I	11/14/2022	TBD

d. APPOINTMENTS

1. Teaching/Certified Staff

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

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

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

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

1. Recommend that **JAMES A. O'CONNOR** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ OHM BOCES for a four year probationary appointment in the Teaching Assistant tenure area, commencing October 17, 2022 and ending October 16, 2026 at an annual salary rate of \$20,536.00, prorated.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda

November 9, 2022

2. Recommend that **JENNIFER L. PARZYCH** be appointed as a **SUPERVISOR FOR INST SUPPORT SERVICES** in SUPPORT SERVICES, Information & Technology, for a three year probationary appointment in the Supervisor of Instructional Support Serv tenure area, commencing November 14, 2022 and ending November 13, 2025 at an annual salary rate of \$105,000.00, prorated.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

3. Recommend that **SENORA M. PIERCE** be appointed as a **SCHOOL SOCIAL WORKER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue for a four year probationary appointment in the School Social Worker tenure area, commencing October 05, 2022 and ending October 04, 2026 at an annual salary rate of \$51,353.00, prorated.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

4. Recommend that **ELIZABETH G. UEBELHOER** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue for a four year probationary appointment in the Teaching Assistant tenure area, commencing October 13, 2022 and ending October 12, 2026 at an annual salary rate of \$16,471.00, prorated.

redacted

5. Recommend that **LINDSAY J. WENZEL** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Waterville Elementary for a three year probationary appointment in the Teaching Assistant tenure area, commencing October 26, 2022 and ending October 25, 2025 at an annual salary rate of \$19,871.00, prorated.

redacted

- b. **RECOMMENDATION FOR SHORT-TERM SUBSTITUTE APPOINTMENT**

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

1. Recommend that **ANNE S. PERRA** be appointed as a **TEACHER SPEECH/HEARING** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Special Education Itinerant Program, at New Hartford Central School District, for a short-term substitute appointment commencing October 17, 2022 and ending November 22, 2022 at an annual salary rate of \$45,748.00, prorated.

redacted

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

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

1. Recommend that **CHRISTOPHER LAMBERT** be appointed as a **TEACHER OF HEALTH** in INSTRUCTIONAL PROGRAM & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue, for a long-term substitute appointment commencing October 03, 2022 and ending June 30, 2023 at an annual salary rate of \$41,989.00, prorated.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

2. Recommend that **KRISTEN A. LUBECK** be appointed as a **TEACHER OF MATH** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue, for a long-term substitute appointment commencing October 17, 2022 and ending June 30, 2023 at an annual salary rate of \$41,989.00, prorated.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

3. Recommend that **AMANDA L. WILLIAMS** be appointed as a **TEACHER OF SCIENCE** in INSTRUCTIONAL PROGRAMS AND PROF LEARNING, Middle Settlement Academy @Lincoln Avenue, for a long-term substitute appointment commencing October 03, 2022 and ending June 30, 2023 at an annual salary rate of \$41,989.00, prorated.

redacted

d. **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.

- | | | | |
|----|------------------------|----------------------|---------------------------|
| 1. | JENNIFER L. VITAGLIANO | School Social Worker | Tenure Date
02/28/2023 |
|----|------------------------|----------------------|---------------------------|

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

- a. Recommendation to create one full-time cleaner and to also reclassify one substitute cleaner to one full-time cleaner

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

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

1. Recommend that **MICHAEL P. CARNEY** be appointed to a provisional appointment as a **MATERIALS MANAGEMENT COORDINATOR** in SUPPORT SERVICES, commencing November 14, 2022 at an annual salary rate of \$60,000.00, prorated.

MICHAEL P. CARNEY has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **MATERIALS MANAGEMENT COORDINATOR**, until the results of the next civil service exam are known.

redacted

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

1. Recommend that **ELAINE A. BELL** be appointed to a probationary appointment as an **OFFICE SPECIALIST I** in INSTRUCTIONAL PROGRAMS AND PROF LEARNING, Middle Settlement Academy @ OHM BOCES, commencing October 14, 2022 at an annual salary rate of \$35,203.00 prorated.

ELAINE A. BELL has passed the exam and has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **OFFICE SPECIALIST I**. **ELAINE A. BELL** will be required to serve a twenty-six week probationary period.

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

2. Recommend that **ROBERT C. LASHER** be appointed to a probationary appointment as a **LABORER** in SUPPORT SERVICES, Science Center, commencing November 10, 2022 at an annual salary rate of \$28,389.00, prorated.

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

redacted

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

3. Recommend that **MICHELE WILLIAMS** be appointed to a probationary appointment as a **REGISTERED PROFESSIONAL NURSE** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue, commencing October 24, 2022 at an annual salary rate of \$36,976.00, prorated.

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

redacted

c. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **RHIANNON J. GRAY** be appointed to a part-time, as needed appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing October 03, 2022 at an hourly salary rate of \$15.00.

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

redacted

e. STIPENDS

ONEIDA HERKIMER MADISON BOCES

November Board Agenda
November 9, 2022

1. Teaching/Certified Staff

a. RECOMMENDATION FOR ADDITIONAL STIPENDS

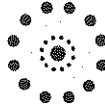
			Date	Stipend
1.	KAYLA A. NORRBOM	TEACHER ASSISTANT	10/24/2022 - 06/30/2023	\$3,500.00 (student mgr.) prorated
2.	JAMES A. O'CONNOR	TEACHER ASSISTANT	10/17/2022 - 06/30/2023	\$3,500.00 (student mgr.) prorated
3.	FAITH RAUTENSTRAUCH	TEACHER ASSISTANT	10/24/2022 - 06/30/2023	\$3,500.00 (student mgr.) prorated
4.	BOBBI A. WEIBEL	TEACHER ASSISTANT	11/01/2022 - 06/30/2023	\$3,500.00 (student mgr.) prorated

f. TERMINATIONS

1. Non-Instructional/Classified Staff

a. Recommendation for Termination

			Hire Date	Resign Date
1.	AMANDA L. MACRI	FOOD SERVICE HELPER	09/27/2022	10/03/2022




Oneida-Herkimer-Madison BOCES

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

VII D. 1.
Approval of Helio Health
Contract
November 9, 2022



MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: November 9, 2022

Subject: Approval of Helio Health contract

Prepared by: Christopher Hill 
Kevin Healy 

Background

Helio Health's mission is to promote recovery from the effects of substance abuse and mental health disorders and other health issues. Helio Health takes a comprehensive approach to recovery. One that is equal parts clinical and caring, progressive and person-centric, respectful and realistic. An approach that strips away the chains of addiction and mental illness so that families can begin a new life of hope and healing.

Formerly known as the Insight House, Helio Health is dedicated to transforming the lives of those struggling with substance abuse and mental health disorders. They are dedicated to treating the whole person, not just the symptoms of addiction and mental illness. This includes general healthcare, housing services, training, and family support. Helio Health provides a comprehensive approach that leads to a more successful transition to a life of healing, hope, and recovery.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Helio Health's program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Helio Health provides a focused and direct intervention service for regional students that may struggle with drugs or alcohol. Their service focuses on identified students and sends a counselor to the district at request, rather than having a permanent position in the building. This model focuses on the need and saves school districts money in meeting their students needs.

Options for services include:

Intervention Services

Helio Health will serve on a temporary, as needed, basis per week to meet the needs of identified students with substance abuse or mental health concerns. After referral from the home district, counselors engage students and families to begin the journey toward recovery and a successful school career.

Recommendation

It is recommended that the Cooperative Board adopt the service contract for Helio Health for the 2022-2023 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approves the agreement between Helio Health and the Oneida-Herkimer-Madison BOCES effective immediately.



SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into the 1st day of July, 2022, between Oneida-Herkimer-Madison BOCES, with its principal office 4747 Middle Settlement Road, New Hartford, New York 13413 (or the "Agency"), with **HELIO HEALTH, INC.**, its principal office located at 555 East Genesee Street, Syracuse, NY 13202 ("Contractor").

WITNESSETH:

WHEREAS, Oneida-Herkimer-Madison BOCES wishes to engage the services of a contractor to maximize the management and utilization of behavioral health intervention services; and

WHEREAS, HELIO HEALTH, INC. is willing to perform the below-specified services for Oneida-Herkimer-Madison BOCES to assist Oneida-Herkimer-Madison BOCES in achieving its objective of maximizing the behavioral health intervention services of HELIO HEALTH, INC. and;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oneida-Herkimer-Madison BOCES and HELIO HEALTH, INC. agree as follows:

I. ENGAGEMENT

Oneida-Herkimer-Madison BOCES hereby engages the Contractor to perform the below-specified services for Oneida-Herkimer-Madison BOCES and its affiliates, and HELIO HEALTH, INC. hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.

II. TERM

The term of this Agreement shall begin on July 1, 2022 and shall continue for a one-year term, ending on June 30, 2023, unless sooner terminated by either party as provided in this Agreement (the "Term"). The Parties may agree to extend the term of this Agreement prior to the end of the first one-year term, and if so, will amend this Agreement in a writing signed by both parties.



III. RESPONSIBILITIES

Contractor will comply with Federal and New York State laws to obtain the legally proper consent for treatment by parents and students.

Contractor will provide individual therapy for substance use disorders and/or co-occurring substance use and mental health disorders to students deemed to be clinically appropriate to receive services with Helio Health to Oneida-Herkimer-Madison BOCES component districts. Contractor will address mental health treatment needs as appropriate.

School located services to Helio Health patients may include:

- Clinician assessment to determine appropriateness in level of care;
- Use of evidence-based assessment tools such as Patient Health Questionnaire 9 (PHQ9), Generalized Anxiety Disorder 7-item (GAD7), and Columbia Suicide Severity Rating Scale (CSSRS), Level of Care for Alcohol and Drug Treatment Referral (LOCADTR);
- Use of evidence-based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, and Solution Focused Therapy;
- Completion of safety plans and crisis management plans as appropriate;
- Coordination with school counselors and teachers provided a specific consent is signed for each individual the counselor needs to coordinate with.

Contractor shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to the District.

The overall goal in providing these services is to reduce and potentially eliminate substance use and improve mental well-being.

By providing in community services at the school setting, Contractor is looking to reduce barriers to treatment, such as, transportation, as well as minimize a student's time away from school classes.

It is the expectation of both Parties that they each will make every effort to achieve the above objectives, and that in so doing, they will provide valuable services to their communities.

IV. CONFIDENTIALITY AND PRIVACY

The Parties agree to adhere to all applicable federal and state privacy laws and regulations, including, but not limited to 42 CFR Part 2 and HIPAA. To this end, the Parties have separately signed a Qualified Services Organization Agreement and/or a Business Associate Agreement.

All records relating to the services contemplated by this agreement are and shall remain property



of the School District.

Contractor shall not during or after the term of this MOU, use or disclose any confidential information to any person, firm, corporation or other entity for any reason or purpose whatsoever.

Contractor shall comply with any and all legal requirements affiliated with the records, including but not limited to ensuring compliance with the Family Educational Rights and Privacy Act ("FERPA").

V. INDEPENDENT CONTRACTOR

Contractor shall perform the duties contemplated by this agreement as an independent contractor, to whom no benefits shall accrue except for those benefits expressly set forth in this agreement.

VI. COMPENSATION

Contractor will serve on a temporary as needed basis per week up to not to exceed 40 hours per week, for \$100.00 an hour in accordance with a schedule of days and times to be agreed upon by the parties, in addition to reimbursement at the then currently approved federal rate for mileage/travel from 500 Whitesboro Street, Utica, New York 13502 to each destination.

Contractor will invoice Oneida-Herkimer-Madison BOCES for each initial hour performed on a biweekly basis.

VII. INDEMNIFICATION

Contractor shall indemnify, defend, and hold the Agency harmless from and against any and all liability arising out of the Contractor's failure to comply with the terms of this Agreement.

Agency shall indemnify, defend, and hold the Contractor harmless from and against any and all liability arising out of the Agency's failure to comply with the terms of this Agreement.

VIII. ASSIGNMENT

Contractor shall not assign, transfer or subcontract any of the rights and obligations under this agreement without prior written consent by the Facility. Any unauthorized assignment or subcontract shall be null and void.

IX. COMPLIANCE



Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this agreement and is permitted by applicable law and regulations to enter into this agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this agreement, and in particular, applicable federal and state regulations regarding student records and medical records, student privacy, and the commercial use of student information including the Family Education Rights and Privacy Act and New York State Education Law Section 2-d as specified in Appendix A.

X. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Contractor shall comply with any applicable requirements in the New York State Education law for fingerprinting and criminal background checks for each of its employees and agents working in School District facilities. Proof of such compliance shall be provided to the School District before any such employee or agent performs services under this agreement.

XI. NOTICES

Any notices required to be given pursuant to the term and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective Parties as follows:

If to School District:
Oneida-Herkimer-Madison BOCES
Attention: Kevin Healy
4747 Middle Settlement Rd.
New Hartford, NY 13413

If to Helio Health, Inc.:
Helio Health, Inc.
Attention: Jeremy Klemanski
555 East Genesee Street
Syracuse, NY 13202

Notices shall be deemed effective when mailed.

XII. GOVERNING LAW

This agreement is governed by the Laws of the State of New York. All disputes shall be venued in a court of competent jurisdiction in Oneida County, New York.



XIII. REVIEW AND APPROVAL

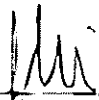
The below signatures of authorized representatives from each Party indicate the acceptance of and commitment to this agreement's terms by each signatory.

XIV. SEVERABILITY

If a court or administrative agency determines that any of the provisions contained in this agreement are illegal or unenforceable, the other provisions of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed on this 9th day of November, 2022.

For Helio Health, Inc.:



Signature
Jeremy E. Klemanski, President & Chief Executive Officer

9/30/22

Date

For Oneida-Herkimer-Madison BOCES:

Signature
Russell Stewart
Cooperative Board President

11/09/2022

Date




Oneida-Herkimer-Madison BOCES

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

VII D. 2.
Approval of Upstate Cerebral
Palsy Contract
November 9, 2022



MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: November 9, 2022

Subject: Upstate Cerebral Palsy contract

Prepared by: Christopher Hill 
Kevin Healy 

Background

Upstate Cerebral Palsy's (UCP) mission is to provide innovative programs and services that support people and create opportunities to fulfill life choices, one person at a time. UCP has played a pivotal role formally underneath the umbrella of the Kelberman Center, but have since branched off and become an independent organization. UCP is a leading service provider and advocate for adults and children with disabilities. As one of the largest health nonprofits in the United States, the UCP mission is to advance the independence, productivity and full citizenship of people with disabilities through an affiliate network.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Upstate Cerebral Palsy's program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Upstate Cerebral Palsy provides focused and direct services for regional students with disabilities. Their service focuses on focused interventions and professional development for district staff. UCP sends a service provider to the district at request, rather than having a permanent position in the building. This model focuses on the need and saves school districts money in meeting their students needs.

Options for services include:

Early Childhood through Adult Intervention Services

Upstate Cerebral Palsy will serve on a temporary, as needed, basis per week to meet the needs of identified students with disabilities. After referral from the home district, specialists engage students, staff, and families to begin the journey toward a successful school career.

Recommendation

It is recommended that the Cooperative Board adopt the service contract for Upstate Cerebral Palsy for the 2022-2023 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approves the agreement between Upstate Cerebral Palsy and the Oneida-Herkimer-Madison BOCES effective immediately.

**CONSULTING SERVICES AGREEMENT BETWEEN
UPSTATE CEREBRAL PALSY, INC.**

AND

**ONEIDA-HERKIMER-MADISON BOCES
FOR THE 2022-2023 SCHOOL YEAR**

THIS AGREEMENT is effective this 1st day of July, 2022, between the Upstate Cerebral Palsy, Inc. (hereinafter referred to as "UCP"), a New York not-for-profit corporation located in Utica, New York, and Oneida-Herkimer-Madison Board of Cooperative Educational Services, a New York State Educational Corporation located in New Hartford, New York (hereinafter referred to as "BOCES"), related to Classroom Set Up and Functional Services to be provided to the BOCES by UCP.

WITNESSETH

WHEREAS, UCP, is a not-for-profit corporation whose mission is providing innovative programs and services that support people and create opportunities to fulfill life choices, and

WHEREAS, the BOCES wishes to engage the technical assistance of UCP in setting up classrooms and other learning space to accommodate students with differing abilities in the BOCES for the benefit of students, families and teachers ("Consulting Services"),

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

1. OBLIGATIONS OF UCP. UCP hereby agrees to use its best efforts to provide Consulting Services at the rate of \$145.00 dollars per hour. Consulting Services under this Agreement shall be billed on a monthly basis, following the delivery of service. This Agreement reflects a fee per hour contract.

2. OBLIGATIONS OF THE BOCES. The BOCES hereby agrees to promptly provide payment for all billed hourly services on a monthly basis, within thirty (30) days of invoice. In addition, the BOCES shall reimburse UCP agents for travel expense to and from the District, or any other location requested by the District, according to the following rate structure on a monthly basis within thirty (30) days of invoice:

Roundtrip:

- 0 - 15 minutes \$12.50
- 16 - 30 minutes \$25.00
- 31 - 45 minutes \$37.50
- 46 - 60 minutes \$50.00

Each Additional 15-minute increment is \$12.50.

3. RELATIONSHIP BETWEEN UCP AND THE BOCES.

3.1 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between UCP and the BOCES other than that of independently operated entities contracting with each other solely to effectuate the purposes and provisions of this Agreement. UCP and the BOCES each agree to provide regular supervision to all of their agents in connection with the Program.

3.2 UCP and the BOCES shall maintain an effective liaison and close cooperation with each other to provide maximum benefits to each participant.

3.3 Both parties agree not to make reference to the other party in public documents or use the other party's trademark, or symbol in any form of advertising or for any purpose without the other party's prior written approval of the communication.

4. STUDENT RECORDS.

4.1 Nothing in this Agreement shall be deemed to replace the position of ultimate responsibility that the BOCES has for the students located within its region and by its participation in this Agreement UCP does not accept any responsibility for said students and student records. This Agreement does not alter any requirements that the BOCES must fulfill regarding its ongoing obligations to meet each of its student's needs as reflected in the participating student's IEP. In addition, the BOCES shall maintain responsibility for the privacy of and control over the participant's student records.

4.2 Subject to applicable confidentiality requirements and to the extent feasible, the BOCES shall, however, establish and maintain a system, which permits maximum sharing of student records, medical and other records and information about program participants with UCP, for the limited purpose of effectuating the provision of Consulting Services.

4.3 The parties agree that responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of Consulting Services shall be the sole responsibility of the BOCES. From time to time, the UCP staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

4.4 UCP acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such confidentiality. Both parties shall be bound by the provisions of all Federal and New York State laws with regard to privacy of Protected Health Information under the provisions of HIPAA or any other relevant statutes.

4.5 UCP shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR § 121.1(q)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the foregoing:

- a) UCP will comply with the BOCES Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR § 121.
- b) UCP will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- c) UCP will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- d) UCP will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- e) UCP will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody, including but not limited to adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- f) UCP will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- g) UCP will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

4.6 In the event that Confidential Data is accessed or obtained by an unauthorized individual, UCP shall provide notification to the BOCES without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. UCP shall follow the following process:

- a) The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of UCP’s investigation or plan to investigate; and contact information for representatives who can assist the BOCES with additional questions.

- b) Where a breach or unauthorized release of Confidential Data is attributed to UCP, and/or a subcontractor or affiliate of UCP, UCP shall pay for or promptly reimburse the BOCES for the cost of notification to parents and eligible students of the breach.
- c) When applicable, UCP shall cooperate with the BOCES and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

4.7 In compliance with NYS Education Law § 2-d, the following addenda are attached hereto and incorporated herein:

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

5. **TERM.** This Agreement shall be in effect for all days of the 2022-2023 school year beginning August __, 2022. Either party may terminate the service under this Agreement with 30 days' written notice. The BOCES pay any outstanding amounts due for Consulting Services within 30 days of termination by either party.

6. **INSURANCE.** The BOCES agrees to maintain its own liability insurance for all employees, volunteers and students receiving or participating in the Program's services under this Agreement. Certificates of such insurance shall be furnished by the BOCES to UCP and shall contain the provision that UCP be given 30 days' written notice of any intent to cancel or terminate by either the BOCES or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

7. **INDEMNIFICATION.** The BOCES shall indemnify and hold harmless UCP, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from UCP's performance under this Agreement, and shall defend UCP against any such claims, damages, losses and expenses with counsel reasonably satisfactory to UCP, in whole or in part; provided that nothing in this Agreement shall require the BOCES to hold harmless or defend the UCP from any claims arising from the willful misconduct of the UCP or its employees. This indemnification shall extend to the omission or commission of any act, lawful or unlawful, by the BOCES, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the BOCES in connection with the defense of said matters.

The UCP shall indemnify and hold harmless the BOCES, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the BOCES's performance under this Agreement, and shall defend the BOCES against any such claims, damages, losses and expenses with counsel reasonably satisfactory to the BOCES, in whole or in part; provided that nothing in this Agreement shall require UCP to hold harmless or defend the BOCES from any claims arising from the willful misconduct of the BOCES or its employees. This indemnification shall extend

to the omission or commission of any act, lawful or unlawful, by UCP, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by UCP in connection with the defense of said matters.

8. SECURITY. The BOCES agrees to take reasonably prudent steps to protect the personal safety of the UCP staff involved in providing Consulting Services, at all times including providing the BOCES personnel to assist with interaction with all BOCES participants and their families during regular school hours. The BOCES shall provide notification of any developing public safety issues or other pertinent matters of relevance to the UCP staff involved in providing Consulting Services in a prompt and timely fashion in an effort to protect the safety of the UCP staff.

9. DEFAULT. Upon the occurrence of default under the provisions of this Agreement, and at the same time or in the alternative, a termination prior to the stated term of the contract, UCP shall immediately be relieved of any and all liability to provide ongoing services under the terms of the Agreement related to the provision of services under the individual IEPs between the BOCES and its students.

10. MISCELLANEOUS PROVISIONS

- 10.1 Governing Law. The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the applicable provisions of New York law.
- 10.2 Entire Agreement. This Agreement and its Addenda contain all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties.
- 10.3 Assignment. This Agreement is binding upon the Parties and their respective successors and assigns, but UCP's obligations under this Agreement are not assignable without the prior written consent of the BOCES. Any assignment without the BOCES's consent shall be null and void.
- 10.4 Waiver. No delay or omission of the BOCES to exercise any right hereunder shall be construed as a waiver of any such right and the BOCES reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- 10.5 Severability. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

UPSTATE CEREBRAL PALSY, INC.



Geno DeCondo
Executive Director

10/19/22

Date

ONEIDA-HERKIMER-MADISON BOCES

Russell Stewart
Cooperative Board President

11/09/2022

Date

Addendum B

SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Upstate Cerebral Palsy (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Oneida-Herkimer-Madison BOCES (the “BOCES”) dated 11/9/22 (the “Contract”).

2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).

3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in a mutually agreeable format and/or destroyed by the Contractor as directed by the BOCES.

4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record,” as that term is defined in the FERPA, stored by the BOCES in a Contractor’s product and/or service by following the BOCES’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BOCES in Contractor’s product and/or service by following the appeal procedure in the BOCES’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the BOCES will be stored [**see attached privacy plan**]. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C
VENDOR'S DATA SECURITY AND PRIVACY PLAN
[See Attached PDF]




Oneida-Herkimer-Madison BOCES

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

MEMORANDUM


VII D. 3.
Approval of Per Diem Substitute Rates
For Teachers and Teaching Assistants
November 9, 2022

TO: Cooperative Board

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

DATE: October 12, 2022

SUBJECT: Per Diem Substitute Rates for Teachers and Teaching Assistants

PREPARED BY: Scott Morris, Assistant Superintendent for Support Services


BACKGROUND:

Currently, the Oneida-Herkimer-Madison BOCES per diem substitute rates are \$90 per day for a certified teacher, \$80 per day for an uncertified teacher, and \$80 per day for a substitute teaching assistant. NY State minimum wage will be increasing on December 31, 2022 to \$14.20 per hour, which will impact the uncertified teacher and teaching assistant substitute rates.

DISCUSSION:

In order to secure substitutes, offer competitive per diem rates, and comply with minimum wage requirements, it is recommended that Oneida-Herkimer-Madison BOCES increase the per diem substitute rates of both teachers and teaching assistants.

RECOMMENDATION:

In order to be competitive in the marketplace and to secure the largest pool of substitutes needed to fill per diem vacancies, it is recommended that the Oneida-Herkimer-Madison BOCES increase the per diem teacher and teaching assistant substitute rates as follows:

Certified Substitute Teacher	\$105 per day
Uncertified Substitute Teacher	\$95 per day
Substitute Teaching Assistant	\$95 per day

RESOLUTION:

That the Oneida-Herkimer-Madison BOCES adopts the following substitute rates effective December 31, 2022:

Certified Substitute Teacher	\$105 per day
Uncertified Substitute Teacher	\$95 per day
Substitute Teaching Assistant	\$95 per day

Elizabeth A. Hartnett, Coordinator
Oneida/Herkimer School Library System
and Media Services
502 Court Street, Utica, NY 13502



Oneida-Herkimer-Madison BOCES
Information & Technology Center


Phone: (315) 793-8505
FAX: (315) 793-8554

E-mail: ehartnett@oneida-boces.org
Web: www.oneida-boces.org/sls

VII D. 4.
Approval of School Library System
Council Appointment
November 9, 2022



MEMORANDUM

TO: Cooperative Board Members

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

DATE: September 30, 2022

SUBJECT: School Library System Council Appointment

PREPARED BY:  Scott Morris/Elizabeth Hartnett 

Background:

The Oneida/Herkimer School Library System (OHSLS) is an organization of 22 school districts and two nonpublic schools in the Oneida and Herkimer BOCES areas which provides library coordination and services to member libraries under a Plan of Service approved by the Commissioner of Education. The Advisory Council is representative of component districts in the Oneida/Herkimer School Library System.

Discussion:

In accordance with the Oneida/Herkimer School Library System bylaws, the OHSLS Council will recommend a name to the OHM BOCES Board of Education to fill the vacancies on the council. The OHSLS Council meets four times a year to meet the Commissioner's Regulations 8 CRR-NY 90.18.

Recommendation:

The BOCES Board of Education accepts the nomination to the School Library System Advisory Council and appoints Brianne Bello, Herkimer Central School District, with a term to expire in 2025.

Resolution:

Resolve that the BOCES Board of Education appoints Brianne Bello to serve on the School Library System Advisory Council with a term expiring in 2025.

Elizabeth A. Hartnett, Coordinator
Oneida/Herkimer School Library System
and Media Services
502 Court Street, Utica, NY 13502



Oneida-Herkimer-Madison BOCES
Information & Technology Center


Phone: (315) 793-8505
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VII D. 5.
Approval of School Library System
Council Appointment
November 9, 2022



MEMORANDUM

TO: Cooperative Board Members

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

DATE: September 30, 2022

SUBJECT: School Library System Council Appointment

PREPARED BY:  Scott Morris/Elizabeth Hartnett 

Background:

The Oneida/Herkimer School Library System is an organization of 22 school districts and three nonpublic schools in the Oneida and Herkimer BOCES areas which provides library coordination and services to member libraries under a Plan of Service approved by the Commissioner of Education. The Advisory Council is representative of component districts in the Oneida/Herkimer School Library System.

Discussion:

In accordance with the Oneida/Herkimer School Library System bylaws, the OHSLS Council will recommend a name to the OHM BOCES Board of Education to fill the vacancies on the council. The OHSLS Council meets four times a year to meet the Commissioner's Regulations 8 CRR-NY 90.18.

Recommendation:

The BOCES Board of Education accepts the nomination to the School Library System Advisory Council and appoints Julie Horwat, Holland Patent Central School District, with a term to expire in 2023.

Resolution:

Resolve that the BOCES Board of Education appoints Julie Horwat to serve on the School Library System Advisory Council with a term expiring in 2023.

Elizabeth A. Hartnett, Coordinator
Oneida/Herkimer School Library System
and Media Services
502 Court Street, Utica, NY 13502



Oneida-Herkimer-Madison BOCES
Information & Technology Center


Phone: (315) 793-8505
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VII. D. 6.
Approval of School Library System
Council Appointment
November 9, 2022


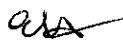
MEMORANDUM

TO: Cooperative Board Members

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

DATE: September 30, 2022

SUBJECT: School Library System Council Appointment

PREPARED BY:  Scott Morris/Elizabeth Hartnett 

Background:

The Oneida/Herkimer School Library System is an organization of 22 school districts and three nonpublic schools in the Oneida and Herkimer BOCES areas which provides library coordination and services to member libraries under a Plan of Service approved by the Commissioner of Education. The Advisory Council is representative of component districts in the Oneida/Herkimer School Library System.

Discussion:

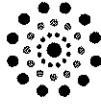
In accordance with the Oneida/Herkimer School Library System bylaws, the OHSLS Council will recommend a name to the OHM BOCES Board of Education to fill the vacancies on the council. The OHSLS Council meets four times a year to meet the Commissioner's Regulations 8 CRR-NY 90.18.

Recommendation:

The BOCES Board of Education accepts the nomination to the School Library System Advisory Council and appoints Erica Schoff, OHM BOCES-PTECH, with a term to expire in 2025.

Resolution:

Resolve that the BOCES Board of Education appoints Erica Schoff to serve on the School Library System Advisory Council with a term expiring in 2025.



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

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F: 315.793.8540

dstayton@oneida-boces.org


VII. D. 7.

Approval of Consultant Committee
Membership

November 9, 2022

MEMORANDUM



To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: October 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 one member, Jennifer Still to the Animal Science Consultant Committee for the term of 10/31/22 to 10/31/25.

Resolution:

The Cooperative Board recommends the approval of one member, Jennifer Still to the Animal Science Consultant Committee for the term of 10/31/22 to 10/31/25.

Attachment
DS/clg